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Schedule B

B.1(a) The contractor shall furnish all personnel, facilities, equipment, materials, necessary to complete the task and furnish the services set forth below in accordance with the Statement of Work and the terms, conditions, and provisions set forth herein.

BASE CONTRACT PERIOD
18 Months from date of Award

CLIN*	ITEM DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price°
					ESTIMATED
1.0	Task orders To be determined To be issued on a firm-fixed-price basis. Specific Task Order Performance Work Statements (PWS) will be issued for competitive processing under the QVL guidelines provided herein.	TBD	TBD		\$750,000.00
2.0	OTHER DIRECT COST At cost plus 0.0% Handling fee. (only if required in the PWS)	Estimated			<u>\$5,000.00</u> not-to-exceed
3.0	Application of Pre-Developed Software (only if required in the PWS)	Estimated			<u>\$10,000.00</u> not-to-exceed
4.0	Travel and per diem/Subsistence PER YEAR-IAW Section G, and Task Order Performance Work Statement (only if specifically required by the PWS)	Estimated			<u>\$10,000.00</u> not-to-exceed

OPTION A

Option to extend the Contract period
Option Period A - Additional 14 Months

CLIN*	ITEM DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price°
					ESTIMATED
1.1	Task orders To be determined To be issued on a firm-fixed-price basis. Specific Task Order Performance Work Statements will be issued for competitive processing under the QVL guidelines provided herein.	TBD	TBD		\$ 750,000.00
2.1	OTHER DIRECT COST At cost plus 0.0% Handling fee. (only if specifically required by the PWS)	Estimated			<u>\$5,000.00</u> not-to-exceed
3.1	Application of Pre-Developed Software (only if specifically required by the PWS)	Estimated			<u>\$10,000.00</u> not-to-exceed
4.1	Travel and per diem/Subsistence PER YEAR-IAW Section G, and Task Order Performance Work Statement (only if specifically required by the PWS)	Estimated			<u>\$10,000.00</u> not-to-exceed

OPTION B

Option to extend the Contract period
Option Period B - Additional 14 Months

CLIN*	ITEM DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price°
					ESTIMATED
1.2	Task orders To be determined To be issued on a firm-fixed-price basis. Specific Task Order Performance Work Statements will be issued for competitive processing under the QVL guidelines provided herein.	TBD	TBD		\$750,000.00
2.2	OTHER DIRECT COST At cost plus 0.0% Handling fee. (only if specifically required by the PWS)	Estimated			<u>\$5,000.00</u> not-to-exceed
3.2	Application of Pre-Developed Software (only if specifically required by the PWS)	Estimated			<u>\$10,000.00</u> not-to-exceed
4.2	Travel and per diem/Subsistence PER YEAR-IAW Section G, and Task Order Performance Work Statement (only if specifically required by the PWS)	Estimated			<u>\$10,000.00</u> not-to-exceed

OPTION C

Option to extend the Contract period
Option Period C - Additional 14 Months

CLIN*	ITEM DESCRIPTION	Estimated Quantity	Unit	Unit Price	Total Price°
					ESTIMATED
1.3	Task orders To be determined To be issued on a firm-fixed-price basis. Specific Task Order Performance Work Statements will be issued for competitive processing under the QVL guidelines provided herein.	TBD	TBD		\$750,000.00
2.3	OTHER DIRECT COST At cost plus 0.0% Handling fee. (only if specifically required by the PWS)	Estimated			<u>\$5,000.00</u> not-to-exceed
3.3	Application of Pre-Developed Software (only if specifically required by the PWS)	Estimated			<u>\$10,000.00</u> not-to-exceed
4.3	Travel and per diem/Subsistence PER YEAR-IAW Section G, and Task Order Performance Work Statement (only if specifically required by the PWS)	Estimated			<u>\$10,000.00</u> not-to-exceed

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PART I - SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

C.1.0 STATEMENT OF WORK

1.1 Introduction

The FAA Academy Training Divisions, ARP-10, AFZ-100, ATX-100, AFS-500 and AIR-500 are responsible for the implementation of training development, conversion, revision, Job Task Analysis (JTA), design, implementation, evaluation, validation, maintenance, and support for FAA's various courses. The Federal Aviation Administration's goal is to modernize existing courses and develop new training based on new initiatives identified below or required changes to update courseware. The requiring organizations listed above are not mandatory users of this procurement tool (Qualified Vendors List-QVL) but may use it at their option if they determine it to be the best method of procurement to accomplish their specific requirement. In addition, the use of this QVL is not limited to use by only the FAA Academy. Included within this Scope of Work for the QVL is any training development, conversion, revision, Task and Skills Analysis (TASA), design, implementation, evaluation, validation, maintenance, and support requirements that any organization located at the Mike Monroney Aeronautical Center may have. An organization that decides to use this QVL will be required to provide and abide by the terms and conditions of the Statement of Work contained herein. This effort titled Qualified Vendors List (QVL) has been developed as a vehicle for training development, revision, conversion, Task and Skills Analysis (TASA), implementation, evaluation, validation, and any other training related tasks.

1.2 Scope

This Qualified Vendors List, is a list of service or product providers who have had their products or services examined, or evaluated and who have satisfied all applicable qualification requirements. QVLs are intended as a mechanism to establish a pool of qualified vendors, any of which the FAA would be satisfied with the products delivered or services performed. This QVL is for FAA Academy Training Development, Conversion, Revision, Maintenance, and Support Services in accordance with FAA-Standard-028c. A number of activities and quality assurance actions must be completed prior to any course being implemented. This Statement of Work (SOW) requires the contractor to provide services necessary to ensure that the products are "field" ready. The products when completed will be used in the following media delivery vehicles:

- Correspondence Study
- Self Study Text with Computer Based Exercise (CBE)
- Correspondence Study
- Correspondence Study with CBE and or Academy lab.
- Field Conducted Training
- On-the-Job Training (OJT) with/without CBE
- Self Study Text with/without CBE or Academy Lab
- Computer Based Instruction (CBI) with/without Academy Lab
- Academy Resident with/without Academy Lab
- Web Delivered
- Interactive Video Training/Tele-training (Interactive Broadcast Television)
- Or any combination of the above

1.3 Period of Performance-Task Orders

This task shall begin: to be determined (TBD) at time of issuance of the specific tasking.

This task shall be completed: TBD at time of issuance of the specific tasking.

1.4 Objective

The purpose of this Statement of Work is to state the general objectives that will be required for accomplishment of the services necessary to ensure a total and complete product including all deliverables identified in Sections 3.0 and 5.0. Detailed additional specifications will be provided in the individual Task Order Performance Work Statements that will be issued for the specific task to be issued under this contract document. This general Statement of Work is to insure that the contractor's final product shall conform to the FAA courseware look and feel. Development, testing, and evaluation by the contractor shall ensure that all deliverables are within acceptance criteria presented in Section 3.0.

2.0 DESCRIPTION OF DELIVERABLES

2.1 TASK/DELIVERY ORDER PROCESSING

(a) The Contracting Officer shall issue request for quotation based on receipt of requirements from the requiring organizations. These will be issued as they are provided during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority of when they were issued unless written approval is received from the Contracting Officer to deviate from the priority order.

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

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

(2) Contractor will submit a task proposal to the Contracting Officer including:

- (i) A milestone schedule. A "big picture" milestone chart showing each major task and activity
- (ii) Proposed completion or delivery date.
- (iii) Contractor's technical approach to the requirements stated in the task order and Quality assurance factors to be used..
- (iv) Proposed travel costs if any are required.
- (v) Price, if Completion Scope Firm-Fixed-Price or a Cost breakdown of the proposed labor hours and rates if the requirement is term scope/labor hour type task order.

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

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

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

(c) The Contracting Officer may issue Task orders under this contract at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 5 workdays to commence work under any task order issued.

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

Content requirements. The contractor's proposal shall be prepared in accordance with the descriptions provided below:

(a) Scope of Work. The scope of work, which will be provided, by the contractor or subcontractor shall be described in detail for each line item (sub-item) in the task. The scope of work description shall include:

- Services to be performed.
- Tasks to be performed in order of performance.
- A milestone schedule for the project. This schedule shows the start and end points for the task and review of each deliverable specified in the Performance Work Statement (PWS).

(b) Systematic Development of Training. The contractor's understanding of, and approach to, a systematic training development process shall be described to accomplish the tasks specified in the Performance Work Statement. This section of the proposal shall include performance of: training analysis, Task and Skills Analysis, tractability and validation (if required by the FAA), design, development, implementation and evaluation (if required by the FAA) as each relates to the task in the Performance Work Statement.

(c) Methodology. The contractor's proposed method for determining the following aspects of each course shall be stated in the proposal:

- Estimated total product length in hours (if required by the FAA).
- Estimated time by instructional type and quantity in hours (if required by the FAA).
- Special tools, test equipment and other devices that are necessary to conduct training and are furnished by or arranged by the contractor (if required by the FAA).
- Materials, including any necessary technical or operational manuals furnished to each student and retained by the student, reference materials furnished to each student but not retained by the student.
- Any required instructor materials such as lesson plans or training aids.
- Any required software or firmware for delivery of the product, including recognizing instruction codes, writing programs, installing software and using diagnostic and/or utility routines.

(d) Personnel Qualifications. The qualifications of the contractor's training development personnel shall be described in this section in accordance with FAA STD-028C, Contract Training Programs, Chapter 2 and Data Item Description (DID-1).

(e) Commercial Off-The-Shelf Training Materials Report. If the contractor proposes commercial off-the-shelf training materials as a course or for any part of a course, the contractor shall provide the information specified in FAA STD-028C, Contract Training Programs, DID-4.

Task order proposals shall be in written form with one (1) hard copies, furnished to the FAA Contracting Officer (CO).

After Task Award:

2.2 Administration Module

Deliverables shall be developed in compliance with FAA-STD-028C, and other appropriate documentation or directions as noted in the task Performance Work Statement.

Activity (A) Skill and Task Analysis (TASA) (if required by the task order). The contractor shall deliver the TASA in accordance with FAA STD-028C, Contract Training Programs, DID 2.

Activity (B) Project Milestone Schedule. The contractor shall deliver in accordance with paragraph 3.1(b)(2)(i) of this document.

- Activity (C) Course Design Guide (CDG). The contractor shall deliver the CDG in accordance with FAA STD-028C, Contract Training Programs, DID-6.
- Activity (D) Three (3) versions of the End-of-Course Test, with grading key to be prepared in accordance with FAA STD-028C, Contract Training Programs, DID 7.
- Activity (E) End-of-Course Critique. (This activity will be provided by the FAA.)
- Activity (F) If commercial off-the-shelf training materials training option is selected the contractor shall submit a COTS Materials Report prepared in accordance with FAA-STD-028C, Contract Training Programs, (DID-4)

With FAA approval, the development and completion of Activities B, C, D can be postponed until the Instruction Module.

All documentation identified in this SOW shall be developed in Microsoft Office 2000 Word (version 9.0) or later and Microsoft Project (if required) format. Delivery shall be as stated in the PWS.

2.3 Instruction Module

Deliverables shall be developed in compliance with FAA-STD-028C, and other appropriate documentation as noted in the task PWS.

Activity (A) -- Development of all products shall require submission of a prototype with approved input from the Designated FAA Instructional System Specialist (ISS) and Subject Matter Expert (SME). This product will identify the look and feel of the final product by defining font size, text style, color, interaction and other standards. If the FAA chooses the Computer Based Instruction (CBI) media option, it will be tested on a FAA CBI Student Platform under FAA provided Computer Managed Instruction (CMI) environment for full compliance. If the Web Based/Delivered media option is chosen, it will be tested on an appropriate platform specified in the PWS.

Activity (B) -- Products shall be developed/revised/converted/maintained/supported in accordance with applicable sections/DIDs of FAA-STD-028C, Contract Training Programs and other appropriate documentation and/or directions identified in the PWS.

Activity (C) -- The Theory of Operations Exam with grading keys shall be developed IAW FAA-STD-028C, Contract Training Programs, DID-17 (if required by the PWS).

- All source files in Word for Windows 6.0 or later file format.
- Three (3) versions of the exam and respective grading key shall be provided.

Activity (D) -- Include all applicable Federal mandates relating to environmental, occupational safety, health, and energy (i.e., OSHA, DOT, EPA). AMA-400A will provide Certified Industrial Hygienists and/or Certified Occupational Safety Personnel to act as SME (if required by the PWS). The SME's input will be provided on the content required in this area. Also, the SME will review the contractor-developed content for technical accuracy and final approval.

2.4 Evaluation Module

Activity (A) -- Provide all necessary products to the FAA designated representative for the purpose of conducting In-Progress Reviews (IPR), as scheduled by the FAA. The purpose of the IPRs is to ensure the educational soundness and adherence to standards of all products to date.

Activity (B) -- Contractor's presentation (if ordered by the FAA) shall be in accordance with (IAW) FAA-STD-028C, Contract Training Programs, DID-14. The Course Walk-Through will be conducted 4-6 weeks prior to the First Course Conduct (if required by the PWS).

Activity (C) -- Contractor participation in an Operational Tryout class IAW FAA-STD-028C, Contract Training Programs, DID-15 at the FAA Academy in Oklahoma City, Oklahoma. The FAA will provide a properly equipped classroom. The contractor shall provide materials for up to twenty (20) (or number specified by the FAA) students and three (3) instructors. The course materials and classroom environment shall reflect actual training conditions and materials to be used when course is officially fielded. Course materials provided will consist of, but not be limited to, CBI or Web Delivered courseware CD-ROM/DVD-ROMs, student guides, instructor guides, etc., for each student and instructor attending this class. At the conclusion of the class, students shall retain all course materials issued to them. Ten (10) days prior to the Operational Try out class, the contractor shall provide to the Instructional System Specialist one (1) copy of all classroom environment course materials for operability confirmation and quality assurance.

Activity (D) -- Conduct a First Course Conduct IAW FAA-STD-028C, Contract Training Programs, DID-16, at the FAA Academy in Oklahoma City, Oklahoma. The FAA will provide a properly equipped classroom. The contractor shall provide materials for up to twenty (20) students and three (3) instructors. The course materials and classroom environment shall reflect actual training conditions and materials to be used when course is officially fielded. Course materials provided will consist of, but not be limited to, CBI or Web Delivered courseware CD-ROM/DVD-ROMs, student guides, instructor guides, etc., for each student and instructor attending this class. At the conclusion of the class, students shall retain all course materials issued to them.

Activity (E) -- Provide completed student comment review forms and End-of-Course critique questionnaires back to the FAA (if required by the PWS).

Activity (F) -- After contractor has made all FAA approved revisions to course materials, based on First Course Conduct class, the contractor will provide field ready course materials to the FAA for a quality assurance QA review. Prior to delivering the final course materials the contractor shall ensure all FAA approved revisions/corrections identified during the FAA QA review are incorporated.

The QA materials shall include, but not be limited to:

- Two (2) CBI course "runtime" CD-ROM/DVD-ROMs with the final revised version of all files and packaged to run on the FAA student CBI Platform, under CMI and all "runtime" files and programs required for product delivery in the actual training environment.
- Two (2) hard copies of all developed products or as otherwise specified in PWS.

Activity (G) -- Conduct independent course evaluations IAW FAA Academy Guidelines and other documentation/direction as specified in the PWS.

2.5 Reports

Prepare a Monthly Report describing the development status of this project. The reports shall include, but not be limited to, the following topics:

- (a) Meetings dates/topics with SME/ISS/COTR personnel
- (b) Deliverables presented to FAA
- (c) Projected (future) deliverable dates
- (d) SME/ISS requirements for the next period
- (e) Issues/problems/resolutions

(f) Prepare a In-Process Review (IPR) Delivery/Milestone sign off sheet describing the interm delivery/milestone status (if required by the task order performance work statement) for each activity specified in Sections 3.2, 3.3, and 3.4 (if required by the Task Order PWS).

3.0 ACCEPTANCE CRITERIA

3.1 The contractor shall provide quality assurance procedures that will ensure that all final deliverables will contain accurate information and can be executed under the appropriate application software.

3.2 The FAA reserves the right to make all decisions where alternatives/options are available that may have or will have an effect or potential impact on the final product.

3.3 The FAA reserves the right to provide an alternate media for transfer of files.

3.4 All items developed for the FAA under this task cannot be copyrighted. The contractor shall obtain releases from the copyright owner for unrestricted use and modification by the FAA.

3.5 Items developed for the FAA under this task cannot be used without expressed written consent from the FAA.

3.6 The FAA may terminate this task at any time. Upon termination or completion of the task, all working documents, working files, completed files, licenses, documentation, source code, materials, software, drivers, interfaces, firmware, programs, and any other items generated, acquired, or used during the course of work to the time of termination or completion shall be delivered to the FAA and shall become the property of the FAA without restriction and with unlimited reproduction and use.

5.0 FINAL DELIVERABLES

5.1 CD- ROM/DVD ROM Final Deliverables (Refer to Sections 3.2 and 3.3)

All files shall be delivered on CD-ROM/DVD ROM(s) and shall have an appropriate sub-directory structure such as to enable the efficient location of subject files. Each directory and sub-directory shall have a "Read-Me" file describing the content of the directory or sub-directory.

A minimum of two (2) CD-ROM/DVD ROMs shall be delivered after the Evaluation Module and FAA QA review have been completed and the FAA has given final approval.

CD-ROM/DVD ROM (s) Number 1 (Source) shall include but not be limited to:

Administration Module (Section 3.2): Include all final versions.

Instruction Module Courseware Source (Section 3.3):

- All source code with application version specified.
- All original graphic source code, i.e. ".cdr", ".wmf", ".jpg", ".bmp" and/or ".pcx" as well as Photoshop 5.0 or greater formatted files.
- All audio files and wave files.
- All FAA Designer files (Enroll, Browse, Instructor).
- All product documentation files, including documentation graphic files, for student guides, instructor guides, etc.
- Microsoft Office 2000 Word (version 9.0) or later file or the format specified in the PWS, containing the End-of-Course Critique.
- Microsoft Office 2000 Word (version 9.0) or later file containing three (3) versions of the End-of-Course Test with a grading key included for each version (if required by the PWS).
- Microsoft Office 2000 Word (version 9.0) or later file containing three (3) different versions of the Theory of Operations Exam with a grading key included for each version.

- Microsoft Office 2000 Word (version 9.0) or later file. The listing shall identify the following items:
 - a. Date: Course development start / Date completed
 - b. Branch: [Title]
 - Branch Routing Symbol:
 - Branch Phone:
 - c. Course title
 - d. Course number
 - e. Course description
 - f. Course length
 - g. Length of End-of Course Exam: in hours
 - h. Number of End-of-Course Exam questions
 - i. Type of End-of-Course Exam test question, i.e. multiple choice
 - j. Total number of files on the compiled CD-ROM/DVD ROM (s) ROM
 - k. List of required course support materials, i.e. Student Guides, handouts, etc.

CD-ROM/DVD ROM(s) Number 2 (Compiled/Runtime) shall include but not be limited to:

Instruction Module Courseware Compiled/Runtime (Section 3.3).

- All courseware compiled/runtime code.
- FAA Designer files (Enroll and Browse only).

5.2 Hard copy Deliverables

- Two (2) hard-copy non-bound, single sided, camera-ready masters of the student guide, instructor guide, laboratory guide and any other text documentation (if required by the PWS).

6.0 FAA FURNISHED ITEMS

The FAA will provide (if required):

- (a) A list of platform hardware/software specifications to ensure compatibility
- (b) Existing course materials, if available
- (c) FAA Academy Guidelines
- (d) FAA-STD-028C, Contract Training Programs
- (e) FAA Designer Software package
- (f) FAA Authorware CBI lesson, End-of-Course Exam, End-of-Course Critique templates version as specified in the PWS
- (g) Example Monthly Report
- (h) Example CBI student guide template - in content design
- (i) Example Review Sign-Off form
- (j) Content design software and instruction booklet
- (k) Completed Job Task Analysis (JTA) and Course Design Guide (CDG)
- (l) All other specified items listed in the PWS.

All items shall be returned to the FAA upon completion/termination of the contract.

7.0 PROGRESS REVIEW

7.1 After a task order is issued, if required in the PWS, a presentation (kickoff meeting) that describes the contractor's plan for this task shall be held in Oklahoma City, Oklahoma. This presentation shall be scheduled in cooperation with the FAA and shall be carried out within 10 working days after a task order is issued. In the event the FAA's assessment of the contractor's presentation discloses inadequacies, the contractor shall,

within 3 working days, submit changes to the FAA for comments. FAA will submit comments about and/or approval of the contractor's revised plan to the contractor within 3 working days.

7.2 Monthly Reports shall include information specified in Section 3.5 and shall be delivered to the FAA Contracting Officer's Technical Representative (COTR) with a copy to the FAA Contracting Officer (CO) not later than the fifth (5th) working day of each month.

7.3 All products shall be reviewed following the development input/review cycles outlined in the Milestone Chart developed for this task.

7.4 After the First Course Conduct, the contractor will submit to the FAA Contracting Officer's Technical Representative (COTR) within ten (10) working days, unless an extension is granted by the FAA, revised materials that correct any problems or deficiencies noted in the First Course Conduct.

7.5 Any alternatives/options that arise shall be presented to the FAA Contracting Officer's Technical Representative (COTR) in writing for a decision at each occurrence. The FAA Contracting Officer's Technical Representative (COTR) will respond with a decision in writing within five (5) working days after receipt of requested guidance.

7.6 The FAA reserves these options: (1) To have the contractor make oral presentations during the development process in Oklahoma City, Oklahoma to members of the FAA, and (2) To have the contractor perform activities in Oklahoma City, Oklahoma area or within a fifty (50) mile radius of the FAA Academy.

8.0 GOVERNMENT REPRESENTATIVE

The FAA Contracting Officer (CO) shall designate in writing the Contracting Officer's Technical Representative (COTR), who will provide direction within the technical scope of the SOW as designated by the CO.

C.2 DEFINITION OF CONTRACT TERMS (JAN 1997)

CLA.1510

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

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

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

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

(e) "Indirect Material" means all supplies and materials that do not become an integrated part of the assembly, accessory, or component. Typical items are lubricants, solvents, wiping

rag, emery cloth, plating material, safety wire and abrasives. Price of indirect material shall be included in the Hourly Composite Rate.

(f) "Out-of-Plant Services" means those services performed for the contractor by its vendor, processor or subcontractor.

(g) "Test" means a test or check of software/programs in its operational (or functional) environment.

(h) "Pre Developed Software" means commercial software licenses that are required for implementation or use on FAA course material.

(i) "Completion Form Task Order" -- The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of Task Order normally requires the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the firm-fixed-price cost as a condition for payment.

(j) "Term Form Task Order" --The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the cost is payable at the expiration of the agreed-upon period, upon contractor statement that the level of effort specified in the contract has been expended in performing the contract work. Renewal for further periods of performance is a new acquisition that involves new cost and fee arrangements.

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 (JUNE 1999)

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

3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (APRIL 1996)
(applicable to firm-fixed-price completion scope task orders)

3.10.4-5 Inspection--Time and Material and Labor Hour (APRIL 1996)
(applicable to labor hour term scope task orders)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

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

F.2 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.

F.3 CONTRACT PERIOD (JAN 1997) CLA.1604

The effective period of this contract is 18 months from date of award.

F.4 ACCELERATED DELIVERY (JAN 1997) CLA.1817

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

F.5 DELIVERY SCHEDULE

The Government requires completion of the specific task under this contract in accordance with the terms set forth in the individual Task Orders issued under this contract in accordance with Section C, Statement of Work.

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

3.10.1-8 SUSPENSION OF WORK (AUGUST 1998)
3.10.1-9 STOP-WORK ORDER (APRIL 1996)
3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND QVL SERVICES

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 3.2.4-35, OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996) , by written notice to the contractor not later than the expiration date of the current contract period. This is applicable to Option A, Option B, and Option C.

G.2 INVOICING PROCEDURES - GENERAL (JUL 1997) CLA.0135

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

- (1) The original to: FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913
- (2) Two copies to: FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.

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

G.3 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY (JAN 1997) CLA.1401

Within 10 working days after award of contract the Government-owned property listed below will be furnished to the contractor for use in the performance of this contract.

<u>Identification</u>			<u>Acquisition</u>
<u>Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Cost</u>

"Any government furnished property shall be identified in the specific task order that is being issued under this contract document and shall be an attachment that references this Contract clause."

3.10.1-22 Contracting Officer's Technical Representative (July 1996)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative COTR) 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.

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

3.3.1-17 PROMPT PAYMENT (AUGUST 1998)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 QUALIFIED VENDORS LIST -- ORDERING PROCEDURES CLAUSE AND OPERATION

(a) The initial QVL period will be for 18 months with options for an additional 3 1/2 years. After the initial period, at the option of the FAA, if the number of QVL vendors remains eight (8), and task schedules are being met and requirements remain stable, no additional vendors will be sought. At the FAA's unilateral option, during the last year of the QVL, a new competition may be held if the requirement is still valid and the need for expansion of the QVL is determined to be in the Government's best interest if:

(i) If after the initial 18 months, the amount of work has substantially increased and the number has remained eight (8) or less and the FAA determines it to be in the Government's best interest, additional QVL slots may be opened to add additional vendors to the QVL. This determination will be made and an announcement will be issued on the Internet. The method of adding additional vendors will be basically the same as was used for the initial period. Changes in technology may be incorporated into any updating of the QVL.

(ii) If after the initial 18 months the number of vendors has dropped below eight (8) and the amount of work is remaining stable, the competition may be opened to add additional vendors to bring the total number up to eight (8). The method of adding additional vendors will be basically the same as was used for the initial period. Changes in technology may be incorporated into any updating of the QVL.

(iii) If after the initial 18 months and the amount of task orders issued is less than \$100,000 in the last 12 months, the QVL will not be extended and the contract options will not be executed.

(iv) Each QVL contractor will be issued an Indefinite-Delivery type contract with the terms and conditions that will apply to all QVL contract holders.

(b) PLEASE NOTE--Under the QVL, protest of issuance of individual task orders will not be allowed. As a term and condition for inclusion on the QVL and by your signature on the front page of this contract document, your agreement to include this condition is confirmed.

For those tasks issued under the QVL, price competition will be in most cases the overriding consideration. In some cases, the task may be issued on a best value basis, for these the terms and conditions of that individual task order and nature of the best value basis for award will be provided in the request for quotation for that specific task. The majority of tasks issued under this QVL will be completion type tasks, issued using a firm-fixed-price format, with payment being made only after successful completion of the task, or set milestone delivery points. Some task orders may be requesting a specific labor category, and each vendor will bid the number of hours to complete the task and the Hourly Composite Rate. Most of these requirement will be on a best value basis. These will also be issued as firm-fixed-price with the task being completion based, meaning hours proposed to accomplish X Rate = fixed price for the task order. There may also be the need for a term type task order for a specified labor skill. These will also be done on a best value basis, but the hours will be set by the FAA and the cost of the hourly composite rate will be bid by the contractor. Evaluation criteria will be part of the request for quotation and provided with the Performance Work Statement.

(c) It is estimated that completion tasks will be the primary method used under the QVL, and competition is the deciding factor for award. Vendors are advised that they must remember that a quality of product, meeting of milestones, ease of doing business, will be used to keep you on the QVL. Missing delivery dates, poor quality of submissions, missing milestones dates and not providing quotations will be grounds for removal from the QVL. A contractor may refrain from providing quotations and will not be removed from the QVL if they notify the Contracting Officer in writing that they are operating at full capacity or that the task is for expertise they do not have.

(d) Operation of the Rotation:

(i) All requirement estimated be under \$50,000 will be competed only among the SEDB vendors on the QVL list.

THE ROTATION LIST: The following list is the initial positions of the QVL holders.

- 1.0 Eagle Systems & Services, Inc. SEDB
- 2.0 Universal Systems & Technologies. SB
- 3.0 Galaxy Scientific Corp. LB
- 4.0 Computer Systems Designers. SEDB
- 5.0 Computer Sciences Corporation. LB
- 6.0 University of Oklahoma. LB
- 7.0 Telos-OK LLC. LB
- 8.0 C2 Multimedia, Inc. SEDB

(ii) For requirements estimated over \$50,000.00 the request for quotation will go out to vendors 1 through 5 on the QVL. The second requirement over \$50,000 will be sent to vendors 2 through 6, the third requirement will be sent to 3 through 7, the fourth will be issued to 4 through 8, the fifth will be sent to 5 through 1, and additional orders will continue through the rotation.

(iii) EXCEPTION TO ROTATION -- The only exception to the rotation will be follow-on requirements where the incumbent contractor will be permitted to compete for any follow-on requirement solicited under the QVL, unless otherwise precluded from competing under follow-on competition by a specific Organizational Conflict of Interest provision or documented poor past performance. As an example:

Vendor X has just finished revision of Course ABCD money was not available to convert the course to a new media. Its September, and fall-out money hits, there is now money to convert the course to the new media. The incumbent will be allowed to bid the follow-on requirement.

(iv) Method of Removing Vendor from the QVL -- A contractor will be provided a performance evaluation after completion of each project activity. The vendor will have two weeks to provide comment to the activity report. Getting an unsatisfactory performance

report of two task will result in a letter of notice being provided to the vendor stating the performance problems that have been experienced on the previous task. The letter will state that an additional unsatisfactory performance report will result in a suspension from the rotation list until the vendor can provide a written resolution report to the contracting officer, stating what the problem was, what has been done to correct the problems and what steps the vendor is to take to make sure the problems do not happen again. Resolution approval of this report by the Contracting Officer and the Requiring Activity and the vendor will be required to reinstate the vendor to the rotation, until resolution is agreed to by all parties the vendor stays suspended. If on the next project the vendor again gets a unsatisfactory performance report, the contractor will be suspended from the QVL. Reinstatement will only be accomplished when the QVL opens again for additional vendors. Selection will be in accordance with the Evaluation criteria for that open period.

H.2 CONTRACT SHUTDOWN PROCEDURES PENDING CLA.1051
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)

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

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

H.3 AERONAUTICAL CENTER REGULATIONS (JAN 1997) CLA.3402

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

H.4 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT EMPLOYEES (JAN 2000) CLA.4527

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

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

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

or

4) proposed job title, work location and "a detailed statement of work to be performed by the former employee" under the contract

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

H.5 TRAVEL COSTS (JUL 1997) CLA.4531

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

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

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

(d) Travel, per diem, and subsistence costs, transportation (including local area), and other related expenses shall not be burdened by any indirect costs, e.g., overhead and G&A, or profit.

H.6 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540

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

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

H.7 CEILING PRICE --TERM TYPE REQUIREMENTS

(a) A "ceiling price" is applicable to and will be established for each Term Type task/delivery order issued hereunder and will vary depending on the work to be performed.

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

H.8 LIMITATION OF FAA'S OBLIGATION -- ALLOTMENT OF FUNDS
(NOT APPLICABLE TO FIRM-FIXED-PRICE COMPLETION SCOPE TASK ORDERS)

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

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

expected costs to be incurred for items chargeable to each delivery/task order will be substantially greater or less than the amount of the task/delivery order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a task/delivery by way of a "Change to Order" (Optional Form 347--Overprint) or "Amendment of Solicitation/Modification of Contract" (Standard Form 30) on a unilateral basis to the respective task/delivery order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

H.9 ADMINISTRATIVE MATTERS

In the event that FAA security clauses are required for performance under this contract those specific clauses will be incorporated into the Task Order for that specific requirement at that time. Contractor security clauses, forms and procedures are found at the AMQ Internet Home page at www.mmac.jccbi.gov/amq at the bottom of the home page under the topic of AMQ Contracting Information. Upon signature of this contract document the contract agrees to allow the incorporation of those clauses necessary is access is required. Definition of 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.

H.10 RESTRICTIONS - ORGANIZATIONAL CONFLICT OF INTEREST

(a) It is hereby agreed that the contractor, Computer Sciences Corporation or any subcontractor performing under this contract shall not compete as a prime contractor nor as a subcontractor, consultant or otherwise on any project that they participated in development of performance specifications/statements of work which may evolve directly or indirectly from work performed under this contract for a period of 3 years following completion of this contract. Additionally, the contractor or any subcontractor agrees not to divulge any information or data acquired or developed through performance of this contract to any affiliates or other sources which may otherwise compete on any follow-on contract which may evolve directly or indirectly from work performed under this contract.

(b) It is also agreed that the contractor will, on those occasions requiring access to proprietary data of other companies, make agreements with such companies to (1) protect their information from unauthorized use or disclosures for as long as it remains proprietary, and (2) refrain from using the information for any purpose other than that for which it was furnished. Prior to commencement of work on any such effort, the contractor must furnish the Contracting Officer copies of all such agreements.

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 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, Aviation, Medical, & Training Team (AMQ-340)
P. O. Box 25082
Oklahoma City, OK 73125

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

I.3 QUALIFIED VENDORS LIST INDEFINITE DELIVERY CONTRACT REQUIREMENTS

(a) This contract is issued under FAA Academy Training Development, Conversion, Revision, Maintenance and Support Services, QUALIFIED VENDORS LIST. This contract is an indefinite delivery type of contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with H.1, QUALIFIED VENDORS LIST -- ORDERING PROCEDURES CLAUSE AND OPERATION clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from this QVL only those services that the requiring organization determines that the QVL is the best procurement tool to obtain the services specified in the "Schedule". The use of this QVL is not mandatory on any FAA or other Government organization.

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor no later than the expiration date of the current contract period; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at

least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

3.3.1-25 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT - CENTRAL CONTRACTOR REGISTRATION (CCR) (JUNE 2001).

(a) Method of payment. For any payment to be made after June 1, 2001, the Contractor shall provide EFT information to the CCR database. Payments by the Federal Aviation Administration (FAA) under this contract, including invoice and contract financing payments, will be made by EFT, except as provided in paragraph (a)(1). If payment is made by EFT, the FAA may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer. If the FAA is unable to release one or more payments by EFT, the Contractor agrees to either: (i) accept payment by check or some other mutually agreeable method of payment; or (ii) Request the FAA to extend the payment due date until such time as the FAA can make payment by EFT (but see paragraph (d) of this clause).

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

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Central Contractor Registration (CCR) database with the information required in the CCR to make payment by EFT. The Contractor may register to the CCR online at www.ccr2000.com, or call the CCR Assistance Center toll free at (888)-227-2423 and request the necessary registration forms. The Contractor must have a DUNS number to begin registration. To obtain a DUNS number, call Dun & Bradstreet, Inc. at (800) 335-0505. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

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

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

(d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the FAA is not required to make any payment under this contract until after the correct EFT payment information from the Contractor has been provided to the CCR database. No invoice or contract financing request shall be deemed to be valid, as defined by the Prompt Payment Act, until correct EFT information is received into the CCR database.

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

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

(f) Liability for uncompleted or erroneous transfers.

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

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

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

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

(g) EFT and prompt payment.

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

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

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

(i) Liability for change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the FAA of a change to the routing transit number, Contractor account number, or account type. The FAA shall use the changed data in accordance with paragraph (d) (2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (d) (2) that no further payments be made until the changed EFT information is implemented by the payment office. The FAA is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

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

(To be identified on the specific Task Order and Performance Work Statement under a Term Type requirement and incorporated into any Task Order issued hereunder.)

3.13-7 Qualifications of Employees (July 2000)

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

NOTICE: The following clauses are incorporated by reference.

- 3.2.23-8 AUDIT AND RECORDS (APRIL 1996)
- 3.2.23-26 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS (APRIL 1996)
- 3.2.23-28 SUBCONTRACTOR COST PRICING DATA - MODIFICATIONS (APRIL 1996)
- 3.2.23-29 INTEGRITY OF UNIT PRICES (APRIL 1996)
- 3.2.23-32 WAIVER OF FACILITIES CAPITAL COST OF MONEY (APRIL 1996)
- 3.2.23-33 ORDER OF PRECEDENCE (JANUARY 1999)
- 3.2.23-39 REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (JUNE 1999)
- 3.2.27-6 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 3, 1996)
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 3, 1996)
- 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1999)
- 3.2.5-8 WHISTLE BLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
- 3.2.5-11 DRUG FREE WORKPLACE (APRIL 1996)
- 3.3.1-1 PAYMENTS (APRIL 1996)
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
- 3.3.1-8 EXTRAS (APRIL 1996)
- 3.3.1-9 INTEREST (APRIL 1996)
- 3.3.1-10 AVAILABILITY OF FUNDS (APRIL 1996)
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
- 3.3.1-17 PROMPT PAYMENT (AUGUST 1998)
- 3.4.2-6 TAXES - CONTRACT PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 3, 1996)
- 3.4.2-8 FEDERAL, STATE AND LOCAL TAXES - SEALED BID AND CERTAIN NEGOTIATED CONTRACTS (APRIL 1996)
- 3.5-1 AUTHORIZATION AND CONSENT (APRIL 1996)
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APRIL 1996)
- 3.5-3 PATENT INDEMNITY (APRIL 1996)
- 3.5-13 RIGHTS IN DATA - GENERAL (October 1996).
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (APRIL 1996)
- 3.6.2-4 WALSH HEALEY PUBLIC CONTRACTS ACT (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 THE VIETNAM ERA (JAN 1998)
- 3.6.3-2 CLEAN AIR AND CLEAN WATER (APRIL 1996)
- 3.6.4-2 BUY AMERICAN ACT - SUPPLIES (JULY 1996)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APRIL 1996)
- 3.9.1-1 CONTRACT DISPUTES (AUGUST 1999)
- 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)
- 3.10.1-7 BANKRUPTCY (APRIL 1996)
- 3.10.1-12 CHANGES - FIXED PRICE (APRIL 1996)
- 3.10.2-5 COMPETITION IN SUBCONTRACTING (JANUARY 1998)
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 3, 1996)

3.10.6-4 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (OCTOBER 3, 1996)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Will be issued as needed under the individual performance work statements.		