

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 16, 22, 23, &amp; 28</i>			1. REQUISITION NUMBER AC-10-04462		PAGE OF 1   6	
2. CONTRACT NO. GS-35F-0306J		3. AWARD/ EFFECTIVE DATE 08/06/2011	4. ORDER NUMBER DTFAAC-11-T-00036		5. SOLICITATION NUMBER RFQ556715	6. SOLICITATION ISSUE DATE 04/04/2011
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Diana Pickel		b. TELEPHONE NUMBER (No collect calls) 405-954-8381		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY  AMQ-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125		CODE AMQ0310-ARC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS  SIC: 541512 SIZE STANDARD: \$25.0		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS PROMPT NET 30
14. DELIVER TO  CODE		15. ADMINISTERED BY  AMQ-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125		CODE AMQ310-ARC		13. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
16a. CONTRACTOR/ OFFEROR  BOOZ ALLEN & HAMILTON, INC. 8283 GREENSBORO DRIVE MCLEAN VA 22102		CODE 100137413	FACILITY CODE	17a. PAYMENT WILL BE MADE BY  FAA AAC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125		CODE
TELEPHONE NO.			17b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 17a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 16b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						

16. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY	21. UNIT	22. UNIT PRICE	23. AMOUNT
	Teresa Ryser, AMO-10, 405.954.1685 DISTR: T Period of Performance: 09/01/2011 to 08/31/2012 Continued ...				

24. ACCOUNTING AND APPROPRIATION DATA See schedule		25. TOTAL AWARD AMOUNT (For Contract Authority Use Only) \$0.00	
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26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		27. AWARD OF CONTRACT: REFERENCE <u>0AU1-0000-00</u> OFFER <input checked="" type="checkbox"/> DATED <u>05/02/2011</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
28a. SIGNATURE OF OFFEROR/CONTRACTOR		29a. CONTRACT AUTHORITY (SIGNATURE OF CONTRACTING OFFICER) 	
28b. NAME AND TITLE OF SIGNER (Type or Print)		29b. NAME OF CONTRACTING OFFICER (Type or Print) Diana L. Pickel	29c. DATE SIGNED 08-31-11
30a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		31. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. VOUCHER NUMBER
32b. SIGNATURE OF AUTHORIZED CONTRACT AUTHORITY REPRESENTATIVE		34. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	35. CHECK NUMBER
32c. DATE		36. S/R ACCOUNT NUMBER	37. S/R VOUCHER NUMBER
39a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		40a. RECEIVED BY (Print)	
39b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		40b. RECEIVED AT (Location)	
39c. DATE		40c. DATE REC'D (YY/MM/DD)	40d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR  
 BOOZ ALLEN & HAMILTON, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	This task order is issued in accordance with the Terms and Conditions of GSA Schedule 70 Contract number GS-35F-0306J, Special Ordering Procedures, and Agency Specific Clauses.				
0001	LABOR - Contractor is to provide labor in accordance with pricing type requested at the Labor Rates below:  BASE YEAR Skill Set Yr13 Yr14  Program Manager \$224.68 \$230.07  Project Manager \$134.37 \$137.59  Project Control Specialist \$72.02 \$73.75  Senior Functional Analyst \$171.58 \$175.70  Functional Analyst \$117.45 \$120.27  Senior Application Engineer \$116.10 \$118.89  Change Management Specialist \$101.96 \$103.49  Quality Assurance Specialist \$80.62 \$82.55  Booz Allen Hamilton's pricing year runs 04/01/XXXX through 03/31/XXXX. Electronic & IT: 03				0.00
0002	TRAVEL - Reimbursed at cost IAW Federal Travel Regulations.  EST. 38,200.00 Electronic & IT: 03				0.00
0003	Option I LABOR - Contractor is to provide labor in accordance with pricing type requested at the Labor Rates below:  OPTION I Skill Set Yr14 Yr15  Program Manager \$230.07 \$235.59  Project Manager \$137.59 \$140.80 Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR  
 BOOZ ALLEN & HAMILTON, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Project Control Specialist			\$73.75	\$75.52
	Senior Functional Analyst			\$175.70	\$179.92
	Functional Analyst			\$120.27	\$123.16
	Senior Application Engineer			\$118.89	\$121.74
	Change Management Specialist			\$103.49	\$105.97
	Quality Assurance Specialist			\$82.55	\$84.53
	BAH yr runs 04/01/XX-03/31/XX Electronic & IT: 03 Amount: \$19,720,000.00 (Option Line Item) 09/01/2012				
0004	TRAVEL - Reimbursed at cost IAW Federal Travel Regualations.  EST. \$40,100.00 Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 09/01/2012				0.00
0005	Option II LABOR - Contractor is to provide labor in accordance with pricing type requested at the Labor Rates below:  OPTION II Skill Set Yr15 Yr16  Program Manager \$235.59 \$241.24  Project Manager \$140.80 \$144.27  Project Control Specialist \$75.52 \$77.33  Senior Functional Analyst \$179.92 \$184.24  Functional Analyst \$123.16 \$126.12  Senior Application Engineer \$121.74 \$124.66  Change Management Specialist \$105.97 \$108.51  Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR  
 BOOZ ALLEN & HAMILTON, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quality Assurance Specialist      \$84.53      \$86.56  BAH yr runs 04/01/XX-03/31/XX Electronic & IT: 03 Amount: \$19,720,000.00 (Option Line Item) 09/01/2013				
0006	TRAVEL - Reimbursed at cost IAW Federal Travel Regulations.  EST. \$42,105.00 Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 09/01/2013				0.00
0007	Option III LABOR - Contractor is to provide labor in accordance with pricing type requested at the Labor Rates below:  OPTION III Skill Set    Yr16    Yr17  Program Manager    \$241.24    \$247.03  Project Manager    \$144.27    \$147.73  Project Control Specialist    \$77.33    \$79.19  Senior Functional Analyst    \$184.24    \$188.66  Functional Analyst    \$126.12    \$129.15  Senior Application Engineer    \$124.66    \$127.65  Change Management Specialist    \$108.51    \$111.11  Quality Assurance Specialist    \$86.56    \$88.64  BAH yr runs 04/01/XX-03/31/XX Electronic & IT: 03 Amount: \$19,720,000.00 (Option Line Item) 09/01/2014				0.00
0008	TRAVEL - Reimbursed at cost IAW Federal Travel Regulations.  EST. \$44,210.00 Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR  
 BOOZ ALLEN & HAMILTON, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 09/01/2014  Option year IV LABOR - Contractor is to provide labor in accordance with pricing type requested at the Labor Rates below:  OPTION IV Skill Set Yr17 Yr18  Program Manager \$247.03 \$252.81 Project Manager \$147.73 \$151.19 Project Control Specialist \$79.19 \$81.04 Senior Functional Analyst \$188.66 \$193.08 Functional Analyst \$129.15 \$132.17 Senior Application Engineer \$127.65 \$130.64 Change Management Specialist \$111.11 \$113.71 Quality Assurance Specialist \$88.64 \$90.71  BAH yr runs 04/01/XX-03/31/XX Electronic & IT: 03 Amount: \$19,720,000.00 (Option Line Item) 09/01/2015				0.00
0010	TRAVEL - Reimbursed at cost IAW Federal Travel Regulations.  EST. \$46,410.00 Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 09/01/2015  ESTIMATED AND MAXIMUM DOLLAR VALUE OF SERVICES TO BE ORDERED  (a) This award is one of five (5) multiple awards.  (b) The maximum dollar value of supplies/services to be ordered under the multiple award task orders, which includes the Base Task Award Period and four (4) 1-year option periods should all options be exercised, shall not exceed an aggregate Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DO. .NT BEING CONTINUED  
 GS-35F-0306J/DTEAAC-11-T-00036

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NAME OF OFFEROR OR CONTRACTOR  
 BOOZ ALLEN & HAMILTON, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)										
	<p>total of \$98,600,000. Activity under the task orders may vary from year to year based on whether ESC and its Teaming Partner(s) are successful in submitting the winning solution to Customer requirements. The amount of activity may also vary due to Customer needs/schedules. In conjunction with the maximum not-to-exceed total amount of \$98,600,000, an estimated dollar amount for each year (base year and four 1-year options) will be applied based on an 800-user count estimate per year to include associated travel and subsistence as follows:</p> <table border="0"> <tr> <td>Base Year (Year 1)</td> <td>\$19,720,000</td> </tr> <tr> <td>Option I (Year 2)</td> <td>\$19,720,000</td> </tr> <tr> <td>Option II (Year 3)</td> <td>\$19,720,000</td> </tr> <tr> <td>Option III (Year 4)</td> <td>\$19,720,000</td> </tr> <tr> <td>Option IV (Year 5)</td> <td>\$19,720,000</td> </tr> </table> <p>(c) There are no maximum dollar limitations placed on individual contract periods; however, the contract will be considered complete should the maximum not-to-exceed total amount of \$98,600,000 be reached during any period of the contract.</p> <p>(d) The \$98,600,000 maximum total amount represents a not-to-exceed irrespective of the number of multiple awardees as it constitutes the entire scope of the potential contemplated effort.</p> <p>MULTIPLE AWARD/PARTIAL SMALL BUSINESS SET-ASIDE</p> <p>(a) No more than five (5) contracts will be awarded to fulfill the FAA's requirement.</p> <p>(b) At least two contract awards are to be made as Small Business Set-asides with one of those two small business set-aside contracts to be made to a SEDB/8(a) firm.</p> <p>The total amount of award: \$98,600,000.00. The obligation for this award is shown in box 25.</p>	Base Year (Year 1)	\$19,720,000	Option I (Year 2)	\$19,720,000	Option II (Year 3)	\$19,720,000	Option III (Year 4)	\$19,720,000	Option IV (Year 5)	\$19,720,000				
Base Year (Year 1)	\$19,720,000														
Option I (Year 2)	\$19,720,000														
Option II (Year 3)	\$19,720,000														
Option III (Year 4)	\$19,720,000														
Option IV (Year 5)	\$19,720,000														

## **SPECIAL ORDERING PROCEDURES**

**IT IS THE INTENT OF THE FAA TO ISSUE MULTIPLE AWARDS OF TASK ORDERS AGAINST GSA IT SCHEDULE 70 CONTRACT HOLDERS. AFTER TASK ORDERS HAVE BEEN AWARDED, ANY RESULTANT ACTIONS WILL BE MODIFICATIONS TO THE TASK ORDER.**

### **1. OPERATION OF MULTIPLE AWARD CONTRACTS**

(a) This Task Order constitutes one of several multiple Task Order awards for Enterprise Services Center (ESC) Shared Service Provider Support Services as set forth in the Statement of Work (SOW), to be performed at various locations during the term of the contract.

(b) The Government may order services described at paragraph (a) from the contractor pursuant to Task Order Issuance Processes/Procedures (below), subsequent to the selection of a teaming partner(s) pursuant to Procedures for Selection of Teaming Partner(s) From Among Multiple Contract Awardees (below).

(c) Only multiple Task Order awardees may receive an award, i.e., task order modification,

(d) It is anticipated that individual task orders under this contract will not exceed \$19,668,983.

(e) There is no guarantee of business opportunities resulting from this contract award.

### **2. PROCEDURES FOR SELECTION OF TEAMING PARTNER(S) FROM AMONG MULTIPLE CONTRACT AWARDEES**

(a) Potential Customer (Agency) opportunities anticipated over the course of the Task Order make it highly desirable on FAA's as well as ESC's part to utilize the expertise and capabilities of each contractor. Given that up to five (5) contracts may be awarded with up to three (3) being (unrestricted) contracts/Task Orders and two (2) being "Set-aside" Task Orders, the selection process, i.e., ESC's identification of a Teaming Partner or, on occasion, Teaming Partners for which to pursue a Customer business opportunity, must afford considerable flexibility. Time is generally critical as ESC and its Teaming Partner(s) must be timely in responding to the Customer's Request for Proposal (RFP) to be successful in a highly competitive environment.

(b) To facilitate the selection of a Teaming Partner the FAA will consider the following when determining which contractor(s) it will team with in pursuit of a business opportunity:

- (1) Abbreviated competitive process (time permitting—absent other overriding considerations/issues or otherwise not be in the FAA's best interest);
- (2) Expertise and/or capabilities ("Best Fit") brought to the requirement/opportunity;
- (3) Only source capable of meeting the requirement within the time required;
- (4) Cost/Price;
- (5) Active or recent TO workload;
- (6) Unsuccessful attempts in previous pursuits of business opportunities with ESC;
- (7) Small business participation;
- (8) Organizational Conflicts of Interest (OCI) issue(s);
- (9) Performance evaluations and/or Customer experiences on previous/current TOs;
- (10) Success in meeting small business subcontracting goals; and,

(11) Continuity of support efforts.

(c) Notwithstanding FAA's considerations outlined at (b)(1) through (11) above, a Teaming Partner whose single marketing efforts can be demonstrated to have resulted in a Customer's business opportunity being brought to ESC will be the "selected" Teaming Partner.

(d) The decision by the FAA as to its selection of ESC's Teaming Partner and any subsequent issuance of a TO that might result shall be final and conclusive, and shall not be subject to the "Contract Disputes" Clause.

### **3. TASK ORDER ISSUANCE PROCESSES/PROCEDURES**

(a) Performance under this Task Order shall be subject to the ordering procedures outlined herein.

(b) All work to be performed under this Task Order shall be within the scope of the Statement of Work (SOW), and shall not commence until so authorized by the Contracting Officer with the issuance of a Task Order (TO) modification.

(c) Modifications under this Task Order will be issued only by duly authorized Contracting Officers of the Federal Aviation Administration at the Mike Monroney Aeronautical Center.

(d) Modifications may be issued under this Task Order by the Contracting Officer at any time within the term of this Task Order or any extension under the option clause.

(e) Modifications to the Task Order will be issued upon the following events/occurrences:

(1) ESC and the contractor (teaming partner) having successfully competed for a Customer's implementation/integration support services. The Contracting Officer and the contractor will jointly agree on the issuance of a TO modification based on previously agreed to scope and pricing that precipitated ESC's winning proposal (reference Paragraph 1, Proposal Activities, and Paragraph 2, Contract Award, of the Teaming Agreement).

(2) Customer requires operation and maintenance (O&M) support services subsequent to the completion of implementation/integration support services. Upon request of the Contracting Officer, the contractor will submit a task proposal within 20 calendar days from the receipt of the request. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a price based on the nature of the pricing arrangement.

(3) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a TO, with a copy of the applicable project documents attached, directing the contractor to proceed with performance of the work specified. Such TO will specify a not-to-exceed price. The contractor will proceed with performance of the work required by the TO. The contractor will submit a task proposal within 10 calendar days from the date of receipt of the TO. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a price based on the nature of the pricing arrangement.

(f) All TO modifications will be numbered and issued on forms specified and provided by the Government.

(g) All TO modifications shall contain the following information (as applicable):

- (1) TO number;
- (2) FAA technical point-of-contact;
- (3) Period of performance;
- (4) Description of the work to be performed;
- (5) Estimated Not-to-Exceed Price or Fixed-Price;

- (6) Estimated labor hours/mix;
- (7) Anticipated travel requirements;
- (8) Start and completion dates, with major milestones;
- (9) Deliverables (to include CDRLs) with required delivery dates;
- (10) Personnel Security requirements;
- (11) Required insurance; and,
- (12) List of Government Furnished Property, Equipment, and/or Information (GFP/GFE/GFI).

#### **4. TASK ORDER PERFORMANCE EVALUATION**

(a) Past performance is an indicator of the contractor's ability to perform successfully. Under this Task Order, performance will be evaluated on each Task Order Modification.

(b) For each Task Order Modification, the following items will be evaluated:

- (1) Technical proficiency and accuracy of deliverables;
- (2) Quality of services delivered;
- (3) Timeliness of deliverables and/or services;
- (4) Attrition and retention of employees;
- (5) Cost control of Task Order Modification effort;
- (6) Small business subcontracting requirements;
- (7) Ability to work with ESC; and,
- (8) Responsiveness to Customer requirements.

(c) The Contractor will be provided with a copy of all Task Order Modification past performance evaluations and provided an opportunity to respond to disputed items.

(d) The FAA's Task Order Modification Evaluation findings are not subject to the "Contract Disputes" clause.

#### **5. CONFIDENTIALITY OF DATA AND INFORMATION**

(a) The Contractor and any of its subcontractors, in performance of this Task Order may need access to and use of various types of data and information in the possession of the Government, i.e., ESC or its Customer, which the Government obtained under conditions which restrict its right to use and disclose data and information or which may be of a nature that its dissemination or use, other than in the performance of this Task Order, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and to not:

- (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made data and information available to the public; and,
- (2) use for any purpose other than the performance of this Task Order any data which bears a restrictive marking or legend.

(b) In the event the work required to be performed under this Task Order requires access to proprietary data of other companies, the Contractor must obtain agreement from such other companies for such use unless such data are provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for information only. These agreements must prescribe the scope of

authorized use of disclosure and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) The Contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined if the necessity to refrain from divulging either the proprietary data of other companies or data that are obtained from the Government to anyone except as authorized. The Contractor must obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which must in substance provide that such employee will not, during his/her employment by the Contractor or anytime thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract.

(d) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

(e) The Contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that:

- (1) the Contractor considers the application of the prohibition of this clause to be inappropriate and unnecessary in the case of a particular subcontract;
- (2) the Contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition;
- (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and,
- (4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this Task Order, the Contractor must return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the Contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The Contractor must further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

(g) These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

## **6. ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) "Organizational Conflicts of Interest" (OCI) means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advise to the Government, or the person's objectivity in performing the Task Order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) "Contractor" as used in this clause includes any affiliate, subcontractor, consultant or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

(c) "Contract" and "Task Order" shall be used as applicable to the level at which this clause is being invoked.

(d) This special clause may be invoked in different variations at the Task Order Modification level. Notwithstanding other language in the GSA Schedule Contract that gives said Contract precedence when it conflicts with Task Orders, the Task Order language concerning organizational conflict of interest, if any, shall take precedence.

(e) The following FAA AMS clauses have been included in this Task Order because the Contracting Officer has determined that an organizational conflict of interest could occur:

- (1) 3.1.7-1 Exclusion from Future Agency Contracts (August 1997);
- (2) 3.1.7-2 Organizational Conflicts of Interest (August 1997);
- (3) 3.1.7-4 Organizational Conflicts of Interest (February 2009); and,
- (4) 3.1.7-6 Disclosure of Certain Employee Relationships (July 2009).

(f) Should an OCI Mitigation Plan be required by the Contracting Officer, the approved plan will be incorporated in the Task Order.

(g) It is recognized that the efforts to be performed by the Contractor under this Task Order may create a potential organizational conflict of interest on the instant Task Order or on a present or future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of work under this Task Order may be limited. The Contracting Officer's decision as to the existence of an actual or potential organizational conflict of interest shall be final and is not subject to the 'Contract Disputes' clause.

(h) Pursuant to AMS T3.1.7, the Contracting Officer has determined that there may be a significant potential conflict of interest for teaming partners to be providers of services to be performed under this Task Order (as either a prime or subcontractor). If the Contractor (or subcontractor) wishes to enter into a business relationship with any companies that are or are expected to be providers of such services, or any of their subcontractors under their respective FAA prime contracts, to perform work under this Task Order, the Contractor (or subcontractor) must submit information to the Contracting Officer, describing the means by which it proposes that the potential conflict of interest may be avoided, neutralized, or mitigated. After reviewing the information, the Contracting Officer will issue a final determination relating to the potential OCI.

(i) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exists to guarantee objectivity and to protect the Government's interest.

(j) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(k) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at AMS T3.1.7, or elsewhere included in this Task Order.

(l) Compliance with this requirement is a material requirement of this Task Order.

**AMS 3.2.4-16 ORDERING (October 1996)**

(a) Any supplies and services to be furnished under this Task Order shall be ordered by issuance of modification to the task order. Such orders may be issued during the effective period of the Task Order stated in the Schedule.

(b) All Task Order Modification are subject to the terms and conditions of this Task Order and the GSA Schedule Contract. In the event of conflict between a task order modification and the GSA Schedule 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.

**AMS 3.2.4-17 ORDER LIMITATIONS (October 1996)**

(a) Minimum order. When the Government requires supplies or services covered by this Task Order in an amount of less than \$100,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the Task Order.

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

(1) Any order for a single item in excess of \$18,000,000;

(2) Any order for a combination of items in excess of \$19,668,983; or

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

(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 5 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.

## AGENCY SPECIFIC CLAUSES

**NOTE: Agency Specific Clauses are FAA specific clauses under the Acquisition Management System and Local Clauses. These clauses apply only to the Task Orders and the Task Order Modifications. Further, the verbiage in these clauses may use "contract" which, for the purposes of the Task Order and all subsequent modifications, means the same as "Task Order." Therefore, for this specific Task Order and all modification hereunder, "Task Order" and "Contract" may be used interchangeably.**

### OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the Task Order for performance of specified services, by written notice to the contractor not later than the expiration date of the current Task Order period.

### INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135

(a) In addition to the requirements set forth at 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 Award Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) One copy to:

FAA, Mike Monroney Aeronautical Center  
Office of Customer Services - Customer Relations, Implementation Team &  
Staff (AMO-001A)  
P.O. Box 25082  
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Task Order number and applicable modification 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.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

### SAVE HARMLESS AND INDEMNITY AGREEMENT (JANUARY 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 Task Order, 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.

**REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)**

**CLA.4531**

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, which are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this Task Order.

(a) Travel under this clause must be funded under the Task 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. Individual shall separately identify all travel related expenses claimed for reimbursement, 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.

**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 Task Order 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 Task Order 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.

**NOTICE OF CONTRACTOR TESTIMONY (September 2006)**

**CLA.4555**

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

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

**AMS 3.8.2-17 KEY PERSONNEL AND FACILITIES (July 1996)**

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

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

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

(d) The key personnel and/or facilities under this Task Order are:

Program Manager

Project Manager

\_\_\_\_\_

\_\_\_\_\_

**AMS 1.13-2 EARNED VALUE MANAGEMENT SYSTEM (FEBRUARY 2009)**

(a) The Earned Value Management System (EVMS) is a management tool that provides for integrating technical, cost and schedule information about contract performance. This information enables the FAA (we) and contractor program managers to manage contracts more effectively. Industry standard American National Standard ANSI/EIA -748-A specifies the EVMS criteria that are incorporated by reference into this clause.

(b) The Contractor (you/your) must use an EVMS complying with American National Standard ANSI/EIA-748-A that the FAA Contracting Officer (CO) or the contracting officer from another federal agency certified before contract award. If you do not have a certified EVMS in place at the time of award, you must provide the CO with your plan to create an EVMS that complies with American National Standard ANSI/EIA-748-A before award and implement the system within 90 days after award.

(c) Approved subcontractor EVM plans:

(1) The CO must approve subcontractor EVMS plans before they begin work. The CO has approved the following subcontractor EVMS systems.

[To be determined at the time of the issuance of a Task Order, as applicable.]

(2) You must require subcontractors listed in the contract and subject to EVMS certification to comply with this clause, paragraphs (a) and (b).

(d) You must submit a Contract Performance Report prepared under [The Contracting Officer will insert reference to location of the applicable DID DI-MGMT-81466A that specifies the contract's reporting requirements at the time of the issuance of a Task order. The CO may request customized earned value management reports].

(e) You must obtain approval for EVMS system revisions consistent with the EVM system change process approved with the EVM certification or similar agreement, i.e., EVM Advance Agreement, with the controlling certification approval or acceptance party.

(f) You must participate in FAA EVM Surveillance and provide access to all pertinent records and data requested by the CO so the we can verify that your EVMS complies with the criteria specified in subparagraph (b) at the time of award and throughout contract performance consistent with the FAA EVMS Guide.

### **AMS 3.1.7-1 EXCLUSION FROM FUTURE AGENCY CONTRACTS (August 1997)**

(a) Work under this contract may create a future organizational conflict of interest (OCI) that could prohibit the Contractor from competing for, or being awarded future Government contracts.

The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but are intended to help the Contracting Officer apply general guidance to individual contract situations:

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an FAA contract could provide the contractor a competitive advantage in a later competition for another FAA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the FAA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

(2) Biased ground rules. A contractor in the course of performance of an FAA contract, has in some fashion established important "ground rules" for another FAA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future FAA procurement. The primary concern of the FAA in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the FAA procurement anticipate the contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the contractor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of an FAA contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the FAA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the FAA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan

that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(b) In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, the Contractor shall be subject to the following restrictions:

(1) The Contractor shall be excluded from competition for, or award of any government contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has been made generally available to other persons or firms.

(2) The Contractor shall be excluded from competition for, or award of any FAA contract for which the contractor actually assists in the development of the screening information request (SIR), specifications or statements of work.

(3) The Contractor shall be excluded from competition for or award of any government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract.

(4) The Contractor shall be excluded from competition for, or award of any government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

(c) This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

(d) The term "contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

(e) The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

(f) If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

### **AMS 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (August 1997)**

(a) The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (3.1.7)", or that the Contractor has disclosed all such relevant information.

(b) The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a mitigation plan describing actions the Contractor has taken or proposed to take, to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure.

(c) The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer cannot be avoided, or mitigated.

(d) The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor further agrees to insert provisions which shall conform substantial to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

#### **AMS 3.1.7-4 ORGANIZATIONAL CONFLICT OF INTEREST (February 2009)**

(a) The policy of the FAA is to avoid contracting with contractors who have unacceptable organizational conflicts of interest. An organizational conflict of interest means that because of existing or planned activities, an offeror or contractor is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the offeror or contractor's objectivity is, or might be, impaired.

It is not the intention of the FAA to foreclose a vendor from a competitive acquisition due to a perceived OCI. FAA Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the FAA's policy for competition. The FAA is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the FAA, or the legitimate business interests of the vendor community.

(b) Mitigation plans. The successful contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The FAA reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the FAA. Additionally, after award the FAA will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(c) Potential organizational conflict of interest. The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive.

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an FAA contract could provide the contractor a competitive advantage in a later

competition for another FAA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the FAA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased ground rules. A contractor in the course of performance of an FAA contract, has in some fashion established important "ground rules" for another FAA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future FAA procurement. The primary concern of the FAA in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the FAA procurement indicate the successful vendor may be in a position to establish, or may have important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of an FAA contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the FAA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the FAA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(d) Disclosure by offerors or contractors participating in FAA acquisitions

(1) Offerors or contractors should provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the offeror or contractor has a possible OCI.

(2) If the offeror or contractor does not disclose any relevant facts concerning an OCI, the offeror or contractor, by submitting an offer or signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

(e) Remedies for Nondisclosure. The following are possible remedies should an offeror or contractor refuse to disclose, or misrepresent, any information regarding a potential OCI:

(1) Refusal to provide adequate information may result in disqualification for award.

(2) Nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award.

(3) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.

(4) Disqualification from subsequent FAA contracts.

(5) Other remedial action as may be permitted or provided by law or in the resulting contract.

**AMS 3.2.4-31 EVALUATION OF OPTIONS (April 1996)**

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (April 1996)**

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

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

(c) The total duration of this contract (Task Order), including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

**AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (April 1996)**

Funds are not presently available for performance under this contract (Task Order) beyond the current fiscal year. The FAA 's obligation for performance of this contract (Task Order) beyond that date is contingent upon the availability of appropriated funds from which payment for contract (Task Order) purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract (Task Order) 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.

**AMS 3.3.1-36 AVAILABILITY OF FUNDS – OPTION PERIODS UNDER A CONTINUING RESOLUTION (April 2008)**

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract (Task Order) option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

**AMS 3.3.2-2 REIMBURSEMENT FOR TRAVEL AND SUBSISTENCE (April 2010)**

a) Travel and subsistence are authorized for work performed under this contract. The contractor will be reimbursed for allocable, allowable and reasonable travel expenses only at the per diem rates specified in applicable Federal travel regulations and in accordance with FAA Acquisition Management System (AMS) contract cost principles for travel costs..

(b) The Contractor must conduct a cost analysis prior to the start of travel to determine the most cost effective means of travel. Alternate airports must be used where available and within a reasonable commuting distance, if it will result in lower costs.

(c) The Contractor must summarize the travel (date and place of the expenses, purpose of the trip, name of person(s) of trip and title or relationship to contractor) and submit the information in accordance with the invoicing instructions in Section G of the contract. The Contractor's travel expense report must be provided to the Contracting Officer at the same time the invoice is submitted for payment.

(d) Travel will be reimbursed in accordance with the above and the Contractor's provisional G&A rate applicable to the time the travel occurred.

### **AMS 3.5-13 RIGHTS IN DATA - GENERAL (January 2009)**

(a) Definitions. As used in this clause -

"Commercial Computer Software" means -

(1) Computer software, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and -

(i) Has been sold, leased, or licensed to the general public; or,

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any computer software that evolved from computer software described in paragraph (1) of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (1) or (2) of this definition, but for -

(i) Modifications of a type customarily available in the commercial marketplace;

or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor modifications" means modifications that do not significantly change the purpose of the computer software. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), of this definition that are of a type customarily combined and sold in combination to the general public; or

(5) Restricted Computer Software, if the procuring agency determines the restricted computer software is sold in substantial quantities, on a competitive basis, to multiple State and local governments.

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software" means -

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which they are recorded, that allow or cause a computer to perform a specific operation or series of operation, and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created or compiled.

Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explains the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulae, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software," means computer software developed at private expense and that is a trade secret, is commercial or financial and is confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights" means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocations of rights.

(1) Except as provided in paragraph (c) of this clause, the Government must have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor must have the right to -

(i) Assert copyright in data first produced in performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(c) Copyright.

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright subsisting in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor must not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor

(i) Identifies such data, and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or, if such data are computer software, the Government must acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication and use of data. The Contractor must have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or,

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor must treat the data in accordance with such markings unless specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. While the FAA is not subject to the requirements of 41 U.S.C. 253d, nor to the procedures of the Contract Disputes Act at 41 U.S.C. 601-613, the following procedures must apply prior to canceling or ignoring the markings.

(i) The Contracting Officer must make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government must have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the Chief of the Contracting Office [COCO], that the markings are not authorized, the Contracting Officer must provide a written determination to the Contractor. If the Contractor disagrees with the Contracting Officer determination, the Contractor may seek adjudication of that determination under AMS 3.9.1-1 "Contract Dispute." The decision of the Office of Dispute Resolution [ODRA] must be final regarding the appropriateness of the markings unless the Contractor files an appeal pursuant to 49 U.S.C. 46110 in a court of competent jurisdiction within 90 days of receipt of the ODRA decision. This is the Contractor's sole remedy to an adverse decision of the ODRA.

The Government must continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by ODRA (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if the ODRA's decision is appealed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be

modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings must be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent; and,

(iii) Establishes that the use of the proposed notice is authorized;

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may -

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualified limited rights data or restricted computer software that are not identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor must -

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(3) Reserved.

(h) Subcontracting. The Contractor must obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor must promptly notify the Contracting Officer of the refusal and must not proceed with subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause must imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

**AMS 3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL (October 2006)**

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 180 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 30 days (if a security clearance must be obtained, at least 45 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

**AMS 3.9.1-1 CONTRACT DISPUTES (September 2009)**

(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. Interest will not accrue for more than one year.

(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>.

### **AMS 3.9.1-2 PROTEST AFTER AWARD (August 1997)**

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

from the stop-work order in arriving at the termination settlement.

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

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

# Statement of Work (SOW)

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## Enterprise Services Center (ESC)

### Shared Service Provider Support Services

Financial Management Line of Business Shared Service Provider Support Services (FM LOB FSSP)

## 1. SCOPE

### 1.1 Introduction

The objective of this contract is to establish a vehicle by which the Enterprise Services Center (ESC) and its Teaming Partner(s), collectively and as a shared service provider, can respond to other Customer (Agency) requirements with ESC's proposed solution for the planning and implementation of federal financial and procurement systems. In order to respond to a Customer's Request for Proposal, this contract vehicle allows for the flexibility of multiple pricing arrangements from among the various types of contracts found within the two broad categories of contracts, i.e., Fixed-Price and Cost-Reimbursement, or more specifically from among all the contract types that comprise the contract types continuum.

### 1.2 Background

On November 10, 2003, the Department of Transportation (DOT) became the first cabinet level department to fully implement all of its agencies on a state-of-the-art integrated financial management system (Delphi) using commercial off-the-shelf software (COTS) on a single production instance. The DOT ERP implementation, conducted under the leadership of the DOT's Chief Financial Officer (CFO), was implemented for all DOT agencies using Oracle's Federal Financials enterprise software suite. DOT's Enterprise Services Center (ESC), located at the Federal Aviation Administration's (FAA) Mike Monroney Aeronautical Center in Oklahoma City, managed the development and implementation and continues to manage the administration of Delphi.

ESC continues to grow in its standard offerings. ESC implemented Compusearch's PRISM for the first time for the Government Accountability Office (GAO) on October 16, 2007, adding a federal procurement solution to ESC's offerings. The same experienced staff that manages Delphi manages ESC PRISM.

Delphi is an integrated financial management system that includes Federalized modules for General Ledger, Accounts Payable, Accounts Receivable, and Purchasing. Additional integrated modules include Project Accounting and Fixed Assets, among others.

The Delphi system currently services the following customers in 20 sets of books running on a single instance of the Oracle Federal Financials software (release 11.5.10):

- The Federal Aviation Administration (FAA)
- The Federal Highway Administration (FHWA)
- The Federal Motor Carrier Safety Administration (FMCSA)
- The Federal Railroad Administration (FRA)
- The Federal Transit Administration (FTA)
- The Maritime Administration (MARAD)
- The National Highway Traffic Safety Administration (NHTSA)
- The Research and Innovative Technology Administration (RITA)
- The Bureau of Transportation Statistics (BTS)

- The Surface Transportation Board (STB)
- The Office of the Secretary of Transportation (OST)
- The OST Working Capital Fund (OST WCF)
- The Volpe Center (part of RITA)
- The Pipeline and Hazardous Materials Safety Administration (PHMSA)
- National Endowment of the Arts (NEA)
- Institute of Museum and Library Services (IMLS)
- Commodity Futures Trading Commission (CFTC)
- The Government Accountability Office (GAO)
- Consumer Product Safety Commission (CPSC)
- National Credit Union Administration (NCUA)

The ESC has over 20 years of experience in providing enterprise systems and applications, data centers, accounting, HR/payroll, consulting, and training services to its Customers. ESC has now set goals of (1) maintaining our Financial Management Line of Business Shared Service Provider (FM LOB FSSP) and (2) continuing activities to cross service other Federal Customer Agencies. Achieving these goals will allow agencies using ESC solutions to meet financial management requirements, support the Government's initiative for cross-agency servicing using Shared Service Providers, and to realize economies of scale.

Since the ESC has been selected by OMB as one of four FM LOB FSSPs, it has required a Teaming Partner to fulfill much of the effort required to provide implementation services and, in some instances, operations and maintenance (O&M) support when required by the Customer.

### **1.3 Scope**

**1.3.1** The Scope of this contract effort involves ESC's undertaking along with its Teaming Partner(s) to fulfill multiple Customer needs for implementation services and operations and maintenance (O&M) support of ESC solutions for federal financials, procurement software, and other application administrative systems.

**1.3.2** The Teaming Partner(s) shall provide implementation services and O&M support of ESC solutions for federal financials, procurement software, and other application systems as identified at Section 3 that further define the scope of this contract. Specific requirements within the scope of the functional task areas will be identified, defined, and issued under individually funded Task Orders.

#### **Skill Sets Required**

Program Manager  
Project Manager  
Project Control Specialist  
Senior Functional Analyst  
Functional Analyst  
Senior Application Engineer  
Change Management Specialist  
Quality Assurance Specialist

Education Requirement by Skill Set

See Attachment A

## **2. APPLICABLE DOCUMENTS**

Applicable DOT/FAA orders, process guidelines, and standards will be specified and identified as references within the individual Task Orders.

## **3. REQUIREMENTS**

### **3.1 Objectives**

**3.1.1** An important objective for ESC is to fulfill multiple Customer (Agency) needs through establishment of multiple Teaming Partners. The ultimate objective of having multiple Teaming Partners is to successfully compete for numerous business opportunities. Once successful in obtaining new Customers, the objective is the successful and timely implementation of ESC's enterprise systems that ensures Customer satisfaction. Some or all of the tasks as outlined in this statement of work may not be executed during the partnership.

**3.1.2** ESC's objectives for the Teaming Partner(s) are as follow:

- Partner with the ESC on business opportunities, e.g., prospective ESC Customers identified by ESC, for implementation of ESC solutions of federal financials, procurement software, and other application administrative systems.
  - Provide an assessment of the prospective Customer's structure.
  - Provide proposal recommendations, documentation, and support staff required to complement the ESC for a winning solution.
  - Perform demonstrations, oral presentations, and provide software as needed to deliver the winning solution for proposal submissions with ESC as the prime
  - Teaming Partner will not be reimbursed for any expenditures associated with planning, developing response or demonstration in support of a RFP.
- Provide dedicated implementation/integration resources, services and software as needed to support implementing a winning solution once a proposal submission is won by the partnership.
- Provide resources to support O&M as required for winning solutions.

(Note: The Teaming Partner will not be responsible for acquiring and maintaining user software licenses, unless requested by ESC).

### **3.2 Functional Task Area Requirements**

#### **3.2.1 RFP Response Service and Planning**

3.2.1.1 Teaming Partner will work with ESC to plan, and respond to an Agency's Request for Proposal (RFP) to achieve a winning solution for a federal financial system or federal procurement system

3.2.1.2 . Teaming Partner must provide presentations and demonstrations as part of the planning and response activities..

- 3.2.1.3 Teaming Partner will provide written narrative for proposal submissions in a timely manner to meet deadlines.
- 3.2.1.4 Teaming Partner must provide quality staff for presentations and demonstrations.
- 3.2.1.5 Teaming Partner must provide valid solutions in support of or to enhance the ESC global design.

### **3.2.2 Enterprise Resource Planning**

- 3.2.2.1 Teaming partner must provide staff that supports the "Team Concept".
- 3.2.2.2 Teaming Partner must provide business transformation assistance via business process reengineering. Determine staff to assist the Customer with business transition to the ESC Global Build Solution.
- 3.2.2.3 Teaming Partner must provide an effective change management approach. Determine staff to assist the Customer with change management process to the ESC Global Build Solution.
- 3.2.2.4 Teaming Partner must provide end user training support as required per the winning solution.
- 3.2.2.5 Teaming Partner may assist with determining operations and maintenance (O&M) staff to support the new Customer as required by the winning solution.

### **3.2.3 Implementation / Integration Services**

- 3.2.3.1 –Teaming partner must provide implementation/integration services using Oracle eBusiness Suite Modules.
- 3.2.3.2 – Teaming partner must provide implementation/integration services using CompuSearch PRISM Modules.
- 3.2.3.3 Teaming partner must provide Gap Analysis between Customer requirements and ESC's Global Build approach.
- 3.2.3.4 Teaming partner must provide Business Process Reengineering assistance with Customer change management and reengineering steps by providing experienced staff to support effective change management.
- 3.2.3.5 Teaming partner must perform Test and Evaluation Services to support all testing and evaluation phases for solution fit during the proposal submission and implementation process.
- 3.2.3.6 Teaming partner must provide Full Implementation services end to end support during all phases of the implementation process with skilled resources.
- 3.2.3.7 - The Teaming Partner must employ a professional, implementation, and integration framework approach. The formal approach to quality assurance through the use of quality system standards such as Capability Maturity Model (CMM) level 3, ISO 9001-2001, SAS-70, SSAE-16 Process are required.
- 3.2.3.8 - The Teaming Partner shall use a structured project management methodology that is suitable for enterprise software implementation and approved in advance by the ESC designees. The Teaming Partner may propose other models but must furnish objective evidence of validity of such methodology.
- 3.2.3.9 - Participation in a regular monthly scheduled formal project review meeting to be chaired by the ESC Project Manager.

- 3.2.3.10 - DOT approved project plan, including charters, work plan, project schedules, all milestones deliverables reporting periods, review meetings, completion dates, stop/start periods and Desk side support as needed post "go live."
- 3.2.3.11 The Teaming Partner must provide a certified project manager who has at least three (3) years as project manager over Oracle Federal Financial Implementations and possesses a certificate as a project management professional (PMP).
- 3.2.3.12 - The following accessibility standards (36 CFR Part 1194) apply to this procurement under Section 508 of the Rehabilitation Act of 1973 including the Standard 1194.41 Information, Documentation, and Support.
- 3.2.3.13 - Provide and maintain Earned Value Management (EVM) tool, staff, and reports. This tool must be ANSI/EIA 748-A certified. The EVM tool will be utilized as the partnership solution for EVM requirements for the winning solution(s).
- 3.2.3.14 - Provide training on the EVM tool to ESC staff to include input requirements and reporting analysis required to support the winning solution(s).
- 3.2.3.15 - The Teaming Partner must support implementation/integration of the Oracle eBusiness Suite along with the Federal Financial Layer and CompuSearch PRISM software or comparable procurement software.
- 3.2.3.16 - The Teaming Partner must employ SQL and PL/SQL Programmers, Oracle Discoverer, Oracle Database, and application administrators, Oracle BPEL process manager, Oracle jDeveloper, developing .net applications and service oriented architecture (SOA) web services and PRISM System Administrators.
- 3.2.3.17 - The Teaming Partner must support Federal Accounting processes in areas such as USSGL, Budgeting, and Financial Statements.
- 3.2.3.18 - The Teaming Partner must perform within Federal Financial Networks such as OMB or Office of Federal Financial Management (OFFM).
- 3.2.3.19 - Teaming partner must use Performance/Project Management Tracking & Reports.
- 3.2.3.20 - Teaming partner must execute formal customer test and acceptances processes.

### **3.4 Contract-Level Program Management Requirements**

The Teaming Partner must employ a professional implementation and integration framework approach. A formal approach to quality assurance through the use of quality system standards such as Capability Maturity Model (CMM) level 3, ISO 9001-2000, SSAE-16 Process is expected.

The Teaming Partner shall use a formal project management methodology that is suitable for enterprise software implementation and approved in advance by the ESC designee(s) Based on award or placement of a task order. The Teaming Partner may propose another model/methodology but must furnish objective evidence of validity of such model/methodology.

The Teaming Partner shall deliver an ESC-approved project plan, including charters, work plan, project schedules, all milestones deliverables reporting periods, review meetings, completion dates, stop /start periods. The Teaming Partner must provide desk side support as needed post "go live."

A Contracting Officer's technical representative (COTR) will be designated for the specific purpose of exercising general surveillance over the contract operation including Teaming Partner performance.

Teaming Partner must provide a project manager who is PMP Certified.

The Teaming Partner under this contract, as part of its program management responsibilities, will perform the following technical and functional activities:

**Quality Management Plan – CDRL # A001**

**Risk Management Plan – CDRL # A002**

**Communication Management Plan – CRDL # A003**

**Program Completion Plan – CRDL # A004**

In addition to these plans, the ESC will provide a project management organization to monitor the progress of tasks defined in this statement of work or as delineated in the respective task order.

### **3. 5 Task Order Management Requirements**

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Task Order management is a mandatory element for all Task Orders placed under this contract. Task Order management must provide the appropriate program management and project control necessary to manage the Task Order; ensure that the cost, schedule and quality requirements for each Task Order are continually tracked and the status communicated to the FAA; and, ensure that each Task Order is successfully completed.

The Teaming Partner must furnish the necessary personnel, materials, equipment, facilities, travel, and other services required to satisfy the requirements of specific individual Task Orders.

The Teaming Partner shall provide qualified personnel in sufficient number to support this effort while achieving cost targets. Personnel and managers with appropriate experience, education, certification, and skills, will be required based on the requirement from the winning solution developed by the partnership in response to both formal and non-formal request for proposals.

The proposed implementation plan shall include estimated labor hours for each activity and the labor skills required for each activity. The proposed plan will be reviewed and approved or rejected by designees of the ESC and the Contracting Officer when responding to RFPs.

An ESC designee will be assigned to the specific project for oversight of contractor activities, to provide approval at previously agreed-upon milestone points, and to provide review of any proposed Teaming Partner or Customer requested change orders. The Teaming Partner will report weekly and monthly progress to the ESC Project Manager.

The Teaming Partner staff will receive an orientation to the Delphi Global Build (limited to one (1) week or 40 hours, at locations and dates to be determined, but prior to implementation of any new ESC Customer requirements.)

**Project Management Plan – CDRL # A005**

**Integrated Master Schedule – CDRL # A006**

The Teaming Partner project manager will monitor and ensure activities are performed and documented in accordance with quality objectives and reporting procedures in coordination with the ESC designee.

The Teaming Partner will have responsibility for issuing to ESC Project Lead, risk management, change control management, and status monitoring reports, including:

- Bi-weekly planned vs. actual schedule progress reports. The report must state the progress of the implementation including planned vs. actual progress hours and budget. The report must list the tasks that should have been started or completed since the last report and the current status of each task. It must also list all the tasks that are scheduled to begin before the next report. **(CDRL #A007)**

- Risk identification/status reports with mitigation efforts or strategies. These reports are required for all risks identified during the life cycle of the project. The report must include a clear definition of the risk, a risk response plan, and how the risk will be monitored. The response plan must include workaround plans, corrective actions, mitigations and resource requirements. **(CDRL #A008)**
- Periodic stop/start milestone meetings per project plan will be held to discuss current project status as compared to planned progress, the status of any identified risks and projections for the next two weeks, and the status of available resources and how new resources will be implemented if required.
- Notification to the ESC designee immediately in the event of schedule slippage or significant changes in resource requirements and provide recommended corrective action.
- When necessary or beneficial to take full advantage of Oracle Application capabilities, recommending the re-engineering of business processes.
- Recommend policy changes, where appropriate, required to support reengineered Delphi business processes
- Provide assistance in the maintenance of the official documentation library for implementation projects.
- Identify and analyze alternative implementation strategies

### **3.6 In-Progress Review Support Requirements**

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The Teaming Partner shall provide a monthly status report monitoring the tasks / deliverables, quality assurance, configuration management, and security management applied to the task order (as appropriate to the specific nature of the SOW). **(CDRL #A009)**

### **4.0 Government-Furnished Property**

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All Government Furnished Property (GFP), to include information, material, and equipment, will be specified within the individual Task Orders. All GFP is the property of the Government and will not be transferred to any individual or agency, public or private, without the express written approval of the Contracting Officer, except as required for the specific performance of the Task Orders.

### **5.0 Security Requirements**

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Security requirements, applicable to the work to be performed under each Task Order, will be identified within the individual Task Orders. Generally, a Security Level Designation will be considered to be that of Level 5C for each position. Level 5C is defined as Sensitive – Moderate Risk (Requires Suitability Determination with a National Agency Check and Inquiry Investigation plus a Credit Check (NACIC), or possibly a Limited Background Investigation (LBI)). Additional security clearances may be needed for specific Task Orders. Employees identified for performance under those Task Orders must hold or be eligible to obtain the requisite security clearance. The FAA will pay the cost of any additional security clearances required for a position beyond Level 5C when required by individual Task Orders.

## **6.0 Data Deliverables**

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Specific technical data requirements may be included in the individual Task Orders issued under this contract, either as an item in a Contract Data Requirements List (CDRL) or specified in the SOW of the Task Order.

## Education Requirements by Skill Set

### ***Program Manager:***

**Experience:** Must have at least ten years experience of demonstrated experience is required in project management. Three years must be non-overlapping project management experience in information technology projects. Must demonstrate good communication skills and have the ability to work independently or under general direction only.

**Education:** A Bachelor's degree in computer science, information systems, engineering, or other related discipline is required. Directly related education or training can be substituted for project management experience at the rate of one year of formal education equals nine months of experience not to exceed a total of 24-month substitution of education or training for experience. Must be certified as a Project Management Professional (PMP) and approved through the Project Management Institute (PMI).

**Duties:** For a given Delivery Order, the Program Manager serves as single contract manager, and will be a authorized interface with the government's contracting officer's representative (COR), other government management personnel, and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, and communicating policies, purposes, and goals to subordinates and subcontractors. Responsible for the overall contract performance. Manages ADP services and support operations that may include multiple projects. Organizes resources to support multiple concurrent projects and manages the execution of multiple concurrent projects. Organizes, directs, and coordinates planning and production of all contract support activities. Creates oral and written communications with all levels of management for the purpose of planning and project control. Communicates with all levels of Government, management personnel, other contract personnel, and customer agency representatives. Formulates and reviews project feasibility studies, determines costs, and ensures conformance to work standards. Assigns, schedules, and reviews work of subordinate Project Managers including subcontractors. Prepares and delivers presentations to colleagues, subordinates, and government representatives.

### ***Project Manager:***

**Experience:** at least seven years of demonstrated experience is required in project management. Three years must be non overlapping project management experience in information technology projects. Must demonstrate good communication skills and the ability to work independently or under general direction only.

**Education:** A Bachelor's degree in computer science, information systems, engineering, or other related discipline is required. Directly related education or training can be substituted for project management experience at the rate of one year of formal education equals nine months of experience not to exceed a total of 24 month substitution of education or training for experience. Must be certified as a Project Management Professional (PMP) and approved through the Project Management Institute (PMI).

**Duties:** serves as the leader of a delivery order and assists the Program Manager in working with the Government's Contracting Officer's Representative (COR), other government management personnel, and customer agency representatives. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and ensuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise-wide horizontal integration planning and interfaces to other functional systems. Provides overall managerial direction for a specific project. Manages ADP services and support operations that may include multiple task orders. Organizes resources to support multiple concurrent task orders and manages the execution of those task orders. Organizes, directs, and coordinates planning and production of all project support

activities. Conducts oral and written communications with the Program Manager for planning and control of the project or multiple, concurrent task orders. Communicates with all levels of Government management personnel, other contract personnel, and customer agency representatives. Formulates project feasibility studies, determines costs, and ensures conformance to work standards. Assigns, schedules, and reviews work of subordinates including subcontractors. Prepares and delivers presentations to colleagues, subordinates, and government representatives. Assures the proper use of current or requested programming, testing and documentation techniques.

***Project Control Specialist:***

**Experience:** at least three years of demonstrated experience is required in project management support. Must demonstrate good communication skills and the ability to work independently or under general direction only.

**Education:** A Bachelor's degree in, information systems, or other related discipline is required. Directly related education or training can be substituted for project management experience at the rate of one year of formal education equals nine months of experience not to exceed a total of 24-month substitution of education or training for experience.

**Duties:** Assists project manager in IT project tracking and reporting. Supports Information Reporting Management (IRM) requirements for program assessments with functional area expertise. Maintains project data and schedules in appropriate software and EVM applications as required.

***Senior Functional Analyst:***

**Experience:** At least ten years of progressive experience in respective area (i.e accounting human resources, budgets, etc) is required. Must have a detailed knowledge of respective organization practices procedures, policies and methodologies, pertaining to the management and administration of automated Government systems. Must have experience in Governmental procedures and policies and demonstrate good communication skill and ability to work independently or under general direction only.

**Education:** A Bachelor's degree in accounting, information systems, computer science, or other related discipline is required. Directly related education or training can be substituted for functional analyst experience at the rate of one year of formal education equal nine month of experience not to exceed a total of 24 months substitution of education or training for experience.

**Duties:** Works closely with systems analysts and applies experience of respective functional area to systems analysis and design areas for large scale, complex systems. Analyzes problem areas and postulates feasible solutions. Analyzes user needs to determine functional and cross-functional requirements. Identifies resources required for each task. Participates in and conducts structured project reviews. Provides daily supervision and direction to support staff. Provides management with status of projects, problems or other outstanding project related issues. Identifies resources required for each task

***Functional Analyst:***

**Experience:** At least seven years of progressive experience in respective area of accounting; is required. Must have a detailed knowledge of respective organizational practices, procedures, policies, and methodologies pertaining to the management and administration of automated Government systems. Must have experience in Governmental procedures and policies and demonstrate good communication skills and the ability to work independently or under general direction only.

**Education:** A Bachelor's degree in accounting, information systems or other related discipline is required. Directly related education or training can be substituted for functional analyst experience at the rate of one year of formal education equals nine months of experience not to exceed a total of 24 months substitution of education or training for experience.

**Duties:** Works closely with systems analyst and applies experience of respective functional area to system analysis and design areas for large scale, complex systems. Analyzes problem areas and postulates feasible solutions. Participates in and conducts structured project reviews. Analyzes user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships to other activities..

***Senior Application Engineer:***

**Experience:** At least seven years of progressive experience is required in computer programming and analysis in broad based IT environments, including contemporary computer hardware and programming languages. Must demonstrate good communication skills and the ability to work independently or under general direction

**Education:** Bachelors degree in Computer Science, information systems or other related discipline is required. Directly related education or training can be substituted for experience at the rate of one year of formal education equals nine months of experience, not to exceed a total of 24 months substitution of education or training experience.

**Duties:** Leads the application of a systematic, disciplined, quantified engineering approach to the development, operation and maintenance of software. Analyzes and studies complex system requirements. Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and, when appropriate, Computer Aided Software Engineering (CASE) tools. Estimates software development costs and schedules; Reviews existing programs and assists in making refinements, reducing operating time, and improving current techniques. Supervises software configuration management as required..

***Change Management Specialist:***

**Experience:** At least five years of progressive experience is required in system analysis and quality assurance based reporting activities in broad based IT environments, Must demonstrate good communication skills and the ability to work independently or under general direction.

**Education:** Bachelors degree in Computer Science, information systems or other related discipline is required. Directly related education or training can be substituted for experience at the rate of one year of formal education equals nine months of experience, not to exceed a total of 24 months substitution of education or training experience

**Duties:** Applies process improvement and reengineering methodologies and principles to conduct business process modernization projects. Functional responsibilities include activity and data modeling, developing modern business methods, identifying best practices, and creating and assessing performance measurements. Provides group facilitation, interviewing, training, and provides additional forms of knowledge transfer.

***Quality Assurance Specialist:***

**Experience:** At least five years of progressive experience is required in system analysis and quality assurance based reporting activities in broad based IT environments, Must demonstrate good communication skills and the ability to work independently or under general direction

**Education:** Bachelors degree in Computer Science, information systems or other related discipline is required. Directly related education or training can be substituted for experience at the rate of one year of formal education equals nine months of experience, not to exceed a total of 24 months substitution of education or training experience

**Duties:** Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure government standards/requirements are adhered to, and for progress in accordance with schedules. Coordinates with the Project Manager and/or Quality Assurance Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives.

ENTERPRISE SERVICES CENTER (ESC)  
SHARED SERVICE PROVIDER SUPPORT SERVICES  
TEAMING AGREEMENT

This Agreement, effective as of \_\_\_\_\_, 2011, between the Department of Transportation (DOT) Enterprise Services Center (ESC) (hereinafter, ESC), and "Teaming Partner", or \_\_\_\_\_, concerns the cooperation of the parties in connection with competition for potential customers among other government agencies for which to offer **Enterprise Services Center (ESC) Shared Service Provider Support Services** relating to Public/Private Competition ("Program"). The parties are entering into this Agreement based upon their respective valuable and unique knowledge, experience and capabilities which complement each other in the areas of work to be performed. The parties acknowledge that it is in their mutual joint interest to join these complimentary capabilities in an Agreement for the preparation of any joint Program Proposal. Therefore, and relating to any joint Proposal and any prime contract awarded by the Customer (aka Agency) to ESC as a result of the competition, THE PARTIES AGREE AS FOLLOWS:

1. Proposal Activities

1.1 Each party will exert all reasonable efforts to prepare and submit a proposal which will result in the selection of ESC as the prime contractor, and Teaming Partner as subcontractor to provide the Program work set forth by Statement of Work (SOW) titled "**Enterprise Services Center (ESC) Shared Service Provider Support Services**" dated 03/21/2011. Each party agrees to continue to exert all proper and reasonable efforts consistent with these objectives, throughout negotiations concerning any prime contract and resulting subcontract which may result from the submission of proposals.

1.2 The Teaming Partner will support ESC in all applicable pre-proposal activities. ESC will have the responsibility for the preparation, content, evaluation, and submission of the combined management, technical, price, and cost proposal Volumes to the Customer. Due to the proximity to the Customer and for expediency as well as other reasons beneficial to the parties, there may be occasions wherein the Teaming Partner may assemble and deliver the final submission of the proposal. Each party, however, will supply, in a timely manner, all necessary management, technical, and other services, as well as cost and pricing information including rates and factors, exhibits, and plans related to the Program work, which each party proposes to perform, so as to enable ESC to fully respond to the Customer's proposal requirements. All contacts by Teaming Partner with the Customer pertaining to the proposal will be made through, or with the prior consent of, ESC.

1.3 Each party will bear all of its own expenses and costs, of whatsoever kind or nature, which it incurs in connection with the proposal, any and all negotiations which may follow subsequent to any award to ESC, and all other efforts under this Agreement. Neither party will be liable for costs incurred or other obligations undertaken by the other party in connection with the proposal or any such negotiations.

1.4 ESC will keep the Teaming Partner informed concerning preparations for, timing and status of prime contract negotiations. Teaming Partner will support and participate in the prime contract negotiations, as requested by ESC.

1.5 The parties recognize that, subsequent to this Agreement becoming effective, conditions relating to the Program may change such as to dictate a change in the scope of work described in the SOW, in order to enhance the possibilities for selection of ESC as the prime contractor and Teaming Partner as a subcontractor thereunder. Therefore, it is agreed that, after issuance of the Request for Proposal (RFP) by the Customer, and prior to the submission of the proposal by ESC, Teaming Partner will, upon the request of ESC, enter into good faith negotiations with ESC to revise the SOW to increase or decrease the work thereunder, consistent with the changed conditions. In the event the parties cannot thereafter reach a mutual agreement as to the nature and scope of the revisions, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party, unless within the 30-day period ESC withdraws its request to amend the SOW, or a mutual agreement upon the revisions is reached.

1.6 ESC and Teaming Partner agree to jointly develop the program acquisition strategy and a business development plan and to select, if necessary for the proposal, other "teaming partners" and subcontractors for the mutual benefit of the parties hereto.

## 2. Contract Award

If ESC is selected by Customer as the prime contractor for the Program, and the performance thereof requires the services of the Teaming Partner as set forth in the SOW hereto, ESC will enter into negotiations as soon as practical with Teaming Partner for the purpose of concluding the issuance of task order to the respective contract for such services. If the subcontract terms and conditions require the approval of Customer, ESC will use its best efforts to secure any such Customer approval. The Teaming Partner will, in the event of the award to ESC of the Program workload, accept a subcontract, i.e., in the form of a task order to perform the work and render the services called for in the SOW at Attachment J.1 of the contract and specific SOW for the Customer requirement, subject to mutual agreement of the parties on prices and terms and conditions. In the event mutually acceptable prices or subcontract terms and conditions cannot be negotiated by the parties within a reasonable time, and in any event within sixty (60) days after notice of award of the prime contract to ESC, either party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party, and, upon the expiration of this 30-day period, each of the parties hereto shall be free from all obligations or duties hereunder except as expressly provided in Paragraphs 4, 5, and 14, and may make any other arrangements for the performance of the work contemplated by the subcontract.

## 3. Terms and Conditions

Except as expressly provided in Paragraphs 1, 2, 4, 5, and 12 hereof, all rights and obligations of the parties under this Teaming Agreement shall terminate on the earliest of the following:

3.1 Notice from the Customer(s) that the Program(s) has/have been canceled or that the prime contract will not be awarded to ESC.

3.2 Award to other contractors to the exclusion of ESC of contracts for all or substantially all of the Program work identified by the RFP.

3.3 Notice from the Customer that Teaming Partner is unacceptable in the role and functions set forth in the proposal; PROVIDED, HOWEVER, if Customer requests a change in the role and/or function of ESC or Teaming Partner, this Agreement shall not be deemed terminated unless ESC and Teaming

Partner fail to agree to effect the changes required by Customer, within the time period permitted by Customer.

3.4 ESC elects not to bid as the prime contractor for any phase of the Program which is also the subject of the SOW hereunder.

3.5 Execution by both parties of the subcontract contemplated by this Teaming Agreement.

3.6 The failure of the parties to reach mutual agreement on the terms of the subcontract contemplated in Paragraph 2, above.

3.7 The expiration of five (5) years from the effective date hereof, PROVIDED, HOWEVER, if the proposal has been submitted by ESC and remains under consideration by Customer two (2) years from the effective date hereof, THEN, in such case, this Agreement shall remain in full force and effect until terminated pursuant to one of the conditions set forth above.

3.8 Notice from the Customer that the workload requirements of the solicitation have changed; specifically, that the workload which is identified in the SOW is no longer a part of the Program workload covered by the RFP.

#### 4. Treatment of Proprietary Information

During the term of this Agreement, ESC and the Teaming Partner, to the extent of each party's contractual and lawful right to do so, shall exchange such proprietary technical information and other information as is reasonably required to effect the purpose of this Agreement. ESC and the Teaming Partner each agree to keep in confidence and prevent the disclosure to any person(s) outside of their respective organizations; or any person(s) within their organizations not having a need to know. All such information received from the other which is designated in writing as proprietary or commercially sensitive, or by an appropriate stamp or legend, will be so protected. The information shall be used by the parties only in connection with their obligations under this Agreement, PROVIDED, HOWEVER, that neither party shall be under any duty or obligation to safeguard the information if it is:

4.1 In the public domain at the time of disclosure, or is subsequently made available to the general public without restriction by the disclosing party;

4.2 Known to the receiving party at the time of disclosure that the information is without restrictions on its use or it is information which has been independently developed by the receiving party; and, there is adequate documentation to demonstrate either condition;

4.3 Used or disclosed inadvertently despite the exercise of the same degree of care that each party takes to preserve or safeguard its own proprietary information;

4.4 Used or disclosed with the prior written consent of the disclosing party;

4.5 Furnished by the disclosing party to the U.S. Government with "Unlimited Rights";

4.6 Disclosed without restriction to the receiving party from a source other than the disclosing party; or, receipt;

4.7 Used or disclosed after a period of seven (7) years after the date of receipt;

4.8 Disclosure to the Customer or its authorized representative in the performance of the obligations of either party under this Agreement, PROVIDED THAT any such information disclosed to the Customer in a proposal shall be marked with an appropriate restrictive legend as authorized by AMS Clause 3.2.2.3-16, Restricting, Disclosing and Using Data (July 2004). No sheet or page of any written material will be so labeled which is not, in good faith, believed to contain Proprietary Information. A recipient hereunder will have no obligation with respect to any portion of any written material which is not so labeled, or any information received orally unless a written summary of such oral communication, specifically identifying the items of Proprietary Information, is furnished within fifteen (15) days of the oral communication. If any portion of a party's Proprietary Information falls within any one of the above exceptions, the remainder of the information shall continue to be subject to the foregoing prohibitions and restrictions.

#### 5. Inventions and Patents

Inventions conceived solely by employees of the Teaming Partner shall belong exclusively to the Teaming Partner. Inventions conceived solely by employees of ESC shall belong exclusively to the United States Government. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the parties. This understanding is subject to modification as may be required by applicable Government regulations, federal statutes, or the terms of the prime contract or resulting subcontract between the parties. Except as set forth in Paragraph 4, above, concerning the disclosure and use of proprietary information, nothing contained in this Agreement shall be deemed by implication, estoppel or otherwise, to grant any right or license in respect of any patents, inventions, or technical information at any time owned by the other party.

#### 6. Relationship of the Parties

Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise, recognize a joint venture, partnership, or formal business entity of any kind whatsoever, and the rights and obligations of the parties shall be limited to those expressly set forth herein. Nothing herein shall construed as providing for the sharing of profits or losses arising out of the efforts of either or both parties, except as may be provided for in any resulting subcontract agreed to between the parties. The cooperation of the parties as described in this Agreement is for the purpose of complimenting their respective capabilities in order to present a successful proposal, and so that the Customer may best achieve the Program objectives.

#### 7. Publicity and News Releases

No releases shall be made to the news media or the general public in relation to participation in the Program without the prior written approval of ESC, which approval shall not unreasonably be withheld. The parties further agree that news releases made by either of them shall recognize the participation and contribution of the other party.

#### 8. Assignment

Neither this Agreement nor any interest herein may be assigned, in whole or in part by either party without the prior written consent of the other party.

#### 9. Notices

Any notice, consent, demand, or request required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given when personally delivered or deposited in the United States mail, postage prepaid, addressed as follows:

If to Teaming Partner:

ATTN:

If to ESC:

ATTN:

6500 S. MacArthur Boulevard  
Oklahoma City, OK 73

#### 10. Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, special or consequential damages however caused, whether as a consequence of negligence of the one party, or otherwise.

#### 11. Conditions on Obligations

The obligations of either party hereunder, including without limitation the obligation to prepare and submit any proposal and to award or accept any subcontract, are subject to the following conditions:

11.1 There shall be no limitation or proceeding pending or threatened against the party or any of its officers or employees (1) which is for the purpose of enjoining or otherwise restricting the activities contemplated by this Agreement, or otherwise claiming that any such activity is improper or contrary to law, (2) which would adversely affect the rights and or capabilities of the party in respect of such activities, or (3) which, in the judgment of an officer of either party, would make the continuation of such activities inadvisable.

11.2 Prior to the submission of any proposal or the award of any subcontract, there shall have been no material adverse change in the financial condition or operational capabilities of either party relating to the activities contemplated by this Agreement, and there shall not have been any occurrence, circumstance, or combination thereof which might reasonably be expected to result in any material adverse change in the ability of either party to perform the Program work covered by such proposal, the work described in the SOW, or resulting subcontract.

11.3 In the event of any occurrence or circumstance as set forth in Paragraphs 11.1 and 11.2, above, each party has the obligation to provide written notice to the other party within five (5) days of knowledge of such occurrence or circumstance.

## 12. Compliance with Laws

The parties, in the performance of this Agreement, shall fully comply with any and all federal, state, and local laws, rules, regulations, and ordinances, including, the Office of Federal Procurement Policy Act, 41 U.S.C. 423, as applicable to the Federal Aviation Administration (FAA) pursuant to 49 U.S.C. Section 423 as implemented by the FAA's Acquisition Management System (AMS). In so far as relevant, the parties shall likewise comply with all laws and rules of foreign countries that may be applicable. To the extent that any such laws, ordinances, regulations, or rules require their inclusion in this Agreement, they are hereby incorporated by reference. In addition, the Teaming Partner agrees to provide promptly to ESC any and all information and certifications required by law and the AMS which may be requested by ESC. All of the obligations contained in this Paragraph 12 will be included in any subcontract issued by ESC to the teaming partner.

## 13. Exclusivity

13.1 In that multiple awards are contemplated under this Program, exclusivity on the part of the parties becomes operative upon the selection of a Teaming Partner(s) pursuant to Procedures for Selection of Teaming Partner(s) From Among Multiple Contract Awardees, of its/their respective contract in pursuit of a business opportunity.

13.2 In consideration of the fact that the proprietary and acquisition sensitive information may have been, or may subsequently be disclosed by each of the parties to the other under circumstances where the use or disclosure of that information for purposes other than the subject Program proposal, may have significant adverse effects on the success of the subject Program proposal, the parties agree that any employee, consultant, or any other person that has had access to such information, shall not participate in or supply information to any other effort, which has as its objective the submission of a proposal to any other U.S. Government agency for the procurement of **Enterprise Services Center (ESC) Shared Service Provider Support Services** relating to Public/Private Competition, that is competitive within the aims of this Agreement. Each party agrees to continue to exert all proper and reasonable efforts, with their current acquisition team, to prepare and submit a proposal to any other U.S. Government agency which will result in the selection of ESC as the prime contractor and Teaming Partner as the subcontractor to provide the Program work set forth in the SOW associated with this Teaming Agreement. ESC agrees to participate exclusively with the Teaming Partner(s) in the preparation and submission of the Program proposal for the efforts described in the Teaming Agreement, and to the extent permitted by law, will not participate in other teaming efforts that are competitive to the aims of this Agreement, nor compete independently for work covered by the program during the term of the Agreement.

## 14. Scope of the Agreement

This Agreement shall relate only to the type(s) of Programs specified herein, and nothing herein shall be deemed to:

14.1 Confer any right or impose any obligation or restriction on either party with respect to any other program effort, public/private competition, or marketing activity at any time undertaken by either party hereto, jointly or separately; or

14.2 Preclude either party from soliciting or accepting a prime contract or a subcontract from a third party prime contractor (or

subcontractor of any tier) under any other program; or, under this Program upon the termination of this Agreement; or

14.3 Limit the rights of either party to promote, market, sell, lease, license or otherwise dispose of its standard products or services, EXCEPT where such would compete with the preparation and submission of the proposal for this Program, or conflict with any of the obligations, terms or conditions of this Agreement.

15. Entire Agreement and Applicable Law

This Agreement constitutes the entire understanding and agreement of and between the parties with respect to the subject matter herein contained, and supersedes all prior representations and agreements, verbal or written. It shall not be varied or modified, except by an instrument in writing of a subsequent date, duly executed by an authorized representative of each party. Paragraph headings are for the convenience of the parties and shall not limit in any way the scope of the interpretation of any provision of this Agreement. The validity, construction, scope, and performance of this Agreement shall be governed by the general body of Federal acquisition and contract laws and regulations, to the greatest extent practical; and thereafter, by resort to the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

\_\_\_\_\_  
TEAMING PARTNER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
ENTERPRISE SERVICES CENTER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

A. Contract line Item No.		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>				
D. System/Item ESC Shared Service Provider Support Services		E. Contract/PR No. AC-10-04462	F. Contractor				
1. Data Item No. A001		2. Title of Data Item Quality Management Plan		3. Subtitle			
4. Authority		5. Contact Reference		6. Requiring Office AMO-001A			
7. DD 250 Req'd No	B. APP Code A	9. Distribution Statement Required		10. Frequency OTIME			
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See block 14		11. As of Date (AOD) Project Schedule			
14. REMARKS:  Block 12 – Delivery dates will be identified on the Integrated Master Schedule, Block 13 – Final Delivery date will be identified on the Integrated Master Schedule  <b>Quality management</b> can be considered to have three main components: quality control, quality assurance and quality improvement. Quality management is focused not only on product/service quality, but also the means to achieve it. Quality management therefore uses quality assurance and control of processes as well as products to achieve more consistent quality  Develop a Quality Management Plan (QMP) that will describe the goals, objectives, constituent elements, staffing, and operations necessary to fulfill the tasks of the winning solution. The QMP will be developed by the Teaming Partner, reviewed, and approved by the ESC Project Manager.  * Required with issuance / receipt of a Task Order				15. Distribution			
				a. Addressee	b. Draft Copies	c. Final Hard Copy	Copies Elec Copy
				AMO-001A	1		1
	AMQ-210		1				
16. Total							
G. Prepared By: Teresa Ryser		H. Date 8/12/10	I. Approved By Janet Shell		J. Date 8/12/2010		

**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

A. Contract line Item No.		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>				
D. System/Item ESC Shared Service Provider Support Services		E. Contract/PR No. AC-10-04462	F. Contractor				
1. Data Item No. A002		2. Title of Data Item Risk Management Plan		3. Subtitle			
4. Authority		5. Contact Reference		6. Requiring Office AMO-001A			
7. DD 250 Req'd No	8. APP Code A	9. Distribution Statement Required		10. Frequency OTIME	11. As of Date (AOD) Project Schedule		
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution			
14. REMARKS:  Block 12 – Delivery dates will be identified on the Integrated Master Schedule, Block 13 – Final Delivery date will be identified on the Integrated Master Schedule  Develop a Risk Management Plan (RMP) that will describe the risks and risk mitigation strategy to ensure delivery of the work products identified in this SOW of the winning solution. The RMP will be developed by the Teaming Partner and reviewed and approved by the ESC Project Manager.  *Required with issuance / receipt of Task Order				a. Addressee	b. Draft Copies	c. Final Copies Hard Copy Elec Copy	
				AMO-001A	1		1
				AMQ-210			1
				16. Total			
G. Prepared By: Teresa Ryser		H. Date 8/12/10	I. Approved By Janet Shell		J. Date 8/12/10		

**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

A. Contract Line Item No.		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>				
D. System/Item ESC Shared Service Provider Support Services		E. Contract/PR No. AC-10-04462	F. Contractor				
1. Data Item No. A003		2. Title of Data Item Communication Management Plan		3. Subtitle			
4. Authority		5. Contact Reference		6. Requiring Office AMO-001A			
7. DD 250 Req'd No	8. APP Code A	9. Distribution Statement Required		10. Frequency ONE / R			
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		11. As of Date (AOD) Project Schedule			
14. REMARKS:  Block 12 – Draft Delivery dates will be identified on the Integrated Master Schedule, Block 13 – Final Delivery date will be identified on the Integrated Master Schedule  Develop a Communication Management Plan (CMP) that will define methods for:  1) sending and receiving information including content, level of detail, and conventions and standards to be followed;  2) responsibility assignments consistent with the Program Organization;  3) regularly assessing the effectiveness of the plan; and,  4) Improving / Changes to the plan when needed and agreed to by all parties (ESC, Teaming Partner and Customer (Agency)).  The CMP will be developed by the Teaming Partner and reviewed and approved by the ESC Project Manager.  * Required with issuance / receipt of Task Order				15. Distribution			
				a. Addressee	b. Draft Copies	c. Final Copies Hard Copy	Elec Copy
				AMO-001A	1		1
	AMQ-210		1				
16. Total							
G. Prepared By: Teresa Ryser		H. Date 8/12/10	I. Approved By Janet Shell		J. Date 8/12/2010		

**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

A. Contract Line Item No.		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>				
D. System/Item ESC Shared Service Provider Support Services		E. Contract/PR No. AC-10-04462	F. Contractor				
1. Data Item No. A004		2. Title of Data Item Program Completion Plan		3. Subtitle			
4. Authority		5. Contact Reference		6. Requiring Office AMO-001A			
7. DD 250 Req'd No	8. APP Code A	9. Distribution Statement Required		10. Frequency OTIME	11. As of Date (AOD) Project Schedule		
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution			
14. REMARKS:  Block 12 – Draft Delivery dates will be identified on the Integrated Master Schedule, Block 13 – Final Delivery date will be identified on the Integrated Master Schedule  Develop a Program Completion Plan (PCP) that will be used to describe the actions required to close out the program and identify the responsible person(s) and due dates. The PCP is developed by the Teaming Partner and reviewed and approved by the ESC Project Manager.  * Required with issuance / receipt of Task Order				a. Addressee	b. Draft Copies	c. Final Copies Hard Copy Elec Copy	
				AMO-001A	1		1
				AMQ-210			1
				16. Total			
G. Prepared By: Teresa Ryser		H. Date 8/12/10	I. Approved By Janet Shell		J. Date 8/12/10		

# CONTRACT DATA REQUIREMENTS LIST (CDRL)

A. Contract line Item No.		B. Exhibit		C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>			
D. System/Item ESC Shared Service Provider Support Services		E. Contract/PR No. AC-10-04462		F. Contractor			
1. Data Item No. A005		2. Title of Data Item <b>Project Management Plan</b>		3. Subtitle <b>Project Plan &amp; Schedule (WBS)</b>			
4. Authority		5. Contact Reference		6. Requiring Office AMO			
7. DD 250 Req'd No No	8. APP Code A	9. Distribution Statement Required		10. Frequency ONE / R	11. As of Date (AOD) Project Schedule		
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution			
14. REMARKS:  Block 12 – Draft Delivery dates will be identified on the Integrated Master Schedule, Block 13 – Subsequent Delivery date will be identified on a as required bases  Partner will provide detailed "Complete Project Management Plans," to include but not limited to  1. Resourcing 2. Monitoring 3. Reporting 4. Quality assurance control 5. Functional and technical requirements gathering, documentation and analysis, gap analysis, 6. Communications planning documentation and execution 7. Change Management leadership, support and documentation 8. Conversion methodology assistance and documentation 9. Testing with documentation with results and resolutions 10. Solution demonstration lab execution and demonstration 11. System Integration Testing / Gap Analysis 12. User Acceptance Testing 13. System setup documentation and application system configuration 14. Interface coding, testing and documentation, follow existing standards 15. Information sharing during implementation and turnover to production support  *Required with issuance / receipt of Task Order				a. Addressee	b. Draft Copies	c. Final Copies Hard Copy	Elec Copy
				AMO-001A	1		1
				AMQ-210			1
				16. Total			
G. Prepared By: Teresa Ryser		H. Date 8/12/10	I. Approved By Janet Shell		J. Date 8/12/10		

Attachment J.4

**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

A. Contract line Item No.		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>			
D. System/Item ESC Shared Service Provider Support Services		E. Contract/PR No. AC-10-04462	F. Contractor			
1. Data Item No. A006		2. Title of Data Item Integrated Master Schedule		3. Subtitle Project Schedule		
4. Authority No		5. Contact Reference		6. Requiring Office AMO-001A		
7. DD 250 Req'd No	8. APP Code A	9. Distribution Statement Required		10. Frequency Bi-WE	11. As of Date (ADD) Project Schedule	
12. Date of First Submission See Block 14	13. Date of Subsequent Submission See Block 14		15. Distribution			
14. REMARKS:  Block 12 – Draft Delivery dates will be identified on the Integrated Master Schedule, Block 13 – Subsequent Delivery dates will be identified on the Integrated Master Schedule  The Teaming Partner will provide detailed Integrated Master Schedule.  The Integrated Master Schedule (IMS) is an integrated schedule containing the networked, detailed tasks necessary to ensure successful program execution. The IMS is vertically traceable to the Project Plan (if applicable), the Contract Work Breakdown Structure (WBS), and the Statement of Work (SOW). The IMS shall be used to verify attainability of contract objectives, to evaluate progress toward meeting program objectives, and to integrate the program schedule activities with all related components and EVM requirements of the winning solution.  Teaming Partner must revise the IMS, where necessary, to reflect current contract milestones and deliverables. The IMS will include all activities of the prime contractor, subcontractors, and dependencies on the Government. All contractor schedule information delivered to the Government or presented at program reviews shall originate from the IMS. You must perform appropriate analyses of the IMS tasks and report potential or existing problem areas and recommend corrective actions to eliminate or reduce schedule impact to the program.  Format – Using Microsoft Project  * Required with issuance / receipt of Task Order			a. Addressee	b. Draft Copies	c. Final Copies Hard Copy	d. Elec Copy
			AMO-001A	1		1
			AMQ-210			1
			16. Total			
G. Prepared By: Teresa Ryser		H. Date 8/12/10	I. Approved By Janet Shell		J. Date 8/12/10	

**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

A. Contract Line Item No.		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>				
D. System/Item ESC Shared Service Provider Support Services		E. Contract/PR No. AC-10-04462	F. Contractor				
1. Data Item No. A007		2. Title of Data Item <b>Bi-Weekly Progress Report</b>		3. Subtitle Actual vs. Budgeted			
4. Authority		5. Contact Reference		6. Requiring Office AMO-001A			
7. DD 250 Req'd No	8. APP Code A	9. Distribution Statement Required		10. Frequency BI-WE			
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		11. As of Date (AOD) Project Schedule			
14. REMARKS:  Block 12 – Delivery dates will be identified on the Integrated Master Schedule, Block 13 – Subsequent Delivery dates will be identified on the Integrated Master Schedule  Draft Copy of Report will be delivered per Integrated Master Schedule and approved by ESC within 10 business days.  Bi-weekly planned vs. actual schedule progress reports. The report must state the progress of the implementation including planned vs. actual progress hours and budget.  The report must list the tasks that should have been started or completed since the last report and the current status of each task. It must also list all the tasks that are scheduled to begin before the next report.  * Required with issuance / receipt of Task Order				15. Distribution			
				a. Addressee	b. Draft Copies	c. Final Copies Hard Copy    Elec Copy	
				AMO-001A	1		1
	AMQ-210		1				
16. Total							
G. Prepared By: Teresa Ryser		H. Date 8/12/10	I. Approved By Janet Shell		J. Date 8/12/2010		

**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

A. Contract line Item No.		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>			
D. System/Item ESC Shared Service Provider Support Services		E. Contract/PR No. AC-10-04462	F. Contractor			
1. Data Item No. A008		2. Title of Data Item <b>Risk Identification Report</b>		3. Subtitle Risk Status Report		
4. Authority		5. Contact Reference		6. Requiring Office AMO-001A		
7. DD 250 Req'd No	B. APP Code A	9. Distribution Statement Required		10. Frequency ASREQ		
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		11. As of Date (AOD) Project Schedule		
14. REMARKS:  Block 12 – Draft Delivery dates will be identified on the Integrated Master Schedule, Block 13 – Subsequent Delivery dates will be identified on the Integrated Master Schedule  Risk identification reports with mitigation efforts or strategies. These reports are required for all risks identified during the life cycle of the project. The report must include a clear definition of the risk, a risk response plan, and how the risk will be monitored. The response plan must include workaround plans, corrective actions, and resource requirements. Result of the Risk Management Plan.  * Required with Issuance / receipt of Task Order			15. Distribution			
			a. Addressee	b. Draft Copies	c. Final Copies Hard Copy   Elec Copy	
			AMO-001A	1		1
	AMQ-210			1		
16. Total						
G. Prepared By: Teresa Ryser		H. Date 8/12/10	I. Approved By Janet Shell			
			J. Date 8/12/10			

**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

A. Contract line Item No.		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input checked="" type="checkbox"/>			
D. System/Item ESC Shared Service Provider Support Services		E. Contract/PR No. AC-10-04462	F. Contractor			
1. Data Item No. A009		2. Title of Data Item Monthly Status Report		3. Subtitle		
4. Authority		5. Contact Reference		6. Requiring Office AMO-001A		
7. DD 250 Req'd No	8. APP Code A	9. Distribution Statement Required		10. Frequency MTHLY		
11. As of Date (AOD) Project Schedule						
12. Date of First Submission See Block 14	13. Date of Subsequent Submission See Block 14		15. Distribution			
14. REMARKS:  Block 12 – Draft Delivery dates will be identified on the Integrated Master Schedule,  Block 13 – Subsequent Delivery dates will be identified on the Integrated Master Schedule  The Teaming Partner shall provide a monthly status report monitoring the quality assurance, configuration management, and security management applied to the task order (as appropriate to the specific nature of the "WINNING RFP SOW").  * Required with issuance / receipt of Task Order			a. Addressee	b. Draft Copies	c. Final Copies Hard Copy.	Elec Copy
			AMO-001A	1		1
			AMQ-210	1		
16. Total						
G. Prepared By: Teresa Ryser		H. Date 8/12/10	I. Approved By Janet Shell		J. Date 8/12/10	