

DTFAAC-07-R-00020

The Government observes only the holidays listed below:

New Year's Day	Independence Day
Martin Luther King, Jr. Birthday	Labor Day
Inauguration Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Any other day designated by Federal Statute	Christmas Day
Any other day designated by Executive Order	
Any other day designated by Presidential Proclamation	

(b) When any such day falls on Saturday, the preceding Friday is observed and when any such day falls on Sunday, the following Monday is observed.

G.2 WORK AT RISK IS PROHIBITED

(a) For purposes of this clause, "work at risk" is defined as work performed and/or costs incurred by the contractor, or any of the contractor's personnel, team members, or subcontractors, that has not been authorized in accordance with a properly issued and executed contract (order).

(b) The contractor shall not work any personnel, team member, or subcontractor at risk. Contractor shall immediately notify the Contracting Officer of any and all changes to established teaming arrangements and subcontracting under individual contracts (orders) awarded and the individual task/delivery orders issued during the term of the specific contract (order), which causes or could be expected to cause a working at risk situation.

G.3 GOVERNMENT CONTACTS FOR CONTRACT ADMINISTRATION

The Office of Primary Responsibility (OPR) is AMQ-320.

The Contractor shall use the following Government addresses for all matters regarding this Contract:

- (1) FAA Contracting Officer:
Franchise Fund Contracting Team, AMQ-320
Mike Monroney Aeronautical Center
PO Box 25082
Oklahoma City, Oklahoma 73125
- (2) FAA Contracting Officer's Technical Representative: Per Delegation Letter

Airman Testing Standards Branch, AFS-630
FAA MIKE MONRONEY AERONAUTICAL CENTER
P.O. BOX 25082
OKLAHOMA CITY, OK 73125

G.4 TASK/DELIVERY ORDER PROCESSING--MULTIPLE AWARD CONTRACT

(a) Task/delivery orders under this contract will be issued only by duly authorized Contracting Officers of the Federal Aviation Administration, Mike Monroney Aeronautical Center.

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

- (1) All multiple contract awardees will be solicited with a request for task proposal, with a copy of the handbook outline/work instruction as part of each task order. The outline/work instruction document will include, but not be limited to the following:
 - i. Identification of the handbook sections requiring revision;
 - ii. An explanation of the regulation or policy change to be incorporated;
 - iii. Other organizational or content changes to be made to improve readability and utility of the handbook;

DTFAAC-07-R-00020

- iv. Glossary, index tables, or other reader aids to be added or enhanced
- v. Graphics enhancements to be made; and
- vi. Any overall "look and feel" changes to be made.

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

- i. Description of the Vendor's Technical approach to the task requirements
- ii. High level, preliminary project work plan that shows major project milestone tasks or activities and the proposed completion or delivery date for each one
- iii. Description of the vendor's internal quality assurance program for the task order
- iv. Designation of the vendor's project manager and lead technical writers for the task
- v. Financial Information, including the proposed task order price and the estimated amount of any other direct costs for which reimbursement will be requested.

(3) A task/delivery order will be issued after final negotiation when mutual agreement is reached.

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

(d) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a task/delivery order, with a copy of the applicable Task Performance Work Statement attached, directing the contractor to proceed with performance of the work specified. The contractor will submit a task proposal within 10 days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new firm-fixed-price.

(e) As this contract represents one of several multiple awards (See H.8, Operation of Multiple Award Contract), the following applies to tasks/delivery orders to be issued hereunder:

(1) No protests under the FAA Dispute Resolution System are authorized in connection with the issuance or proposed issuance of an order under a task order contract or delivery order contract, except for a protest on the grounds that the order increases the scope, period or maximum value of the contract.

(2) The Contracting Officer is authorized broad discretion in determining the procedures for providing multiple awardees (hereafter referred to as "awardees") originating from the solicitation, a fair opportunity to be considered for each order. The procedures for selecting awardees for the placement of particular orders need not comply with competition requirements based on circumstances outlined at paragraphs (f) through (g).

(f) The following factors, in descending order of importance, shall be used by the Contracting Officer to determine award of any order or order(s) under this contract:

- (1) price
- (2) quality of services
- (3) timeliness of performance
- (4) history of integrity, reasonable and cooperative behavior

Agency records relating to contractor's past performance, for the same or similar services, may be used by the Contracting Officer in making the determination as to who will be provided the opportunity to be considered for such task orders.

(g) All awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500, under multiple task/delivery order contracts, if the Contracting Officer determines that:

(1) The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays.

(2) The order should be issued on a single source basis, in the interest of economy and efficiency, as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(3) The order should be issued on a single source basis, in the interest of economy and efficiency, when an awardee is already mobilized and currently performing under a previously issued order.

(4) The order should be issued on a single source basis, in the interest of economy and efficiency, when a rational basis has been established and documented.

DTFAAC-07-R-00020

G.5 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

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

G.6 INVOICING PROCEDURES - GENERAL (JAN 2002) (REV)

CLA.0135R

(a) With the exception of Time and Material type contracts, the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall also submit a separate invoice through the Aeronautical Center Franchise Acquisition Service (ACFAS) for (1) each month of performance of services, and/or (2) those items of supplies furnished. The ACFAS contract will be implemented using ACFAS to the fullest extent practicable. Initially ACFAS information will be exchanged in the contract (order) and administration processes. As time and technology allow, advances in ACFAS are expected to be implemented by the Government. By execution of this contract, the contractor agrees to actively cooperate with the Government in its use and upgrade of ACFAS technologies. All costs on the contractor's part, to maintain compatibility with the Government shall be at the contractor's expense and shall not be charged to the Government as a direct charge of any type.

NOTE: For any problems experienced using ACFAS, contact the Aeronautical Center Franchise Acquisition Service, AML-50, at 405-954-1440, or the Contracting Officer.

(b) The vendor shall complete the coversheet provided to include the contract number, and applicable task/delivery order number. In addition, the following level of information is to be attached in ACFAS per the type of contract (order):

- (1) Level 1: Summary sheet only as follows:
 - (i) Project title and description
 - (ii) Current amount invoiced and the cumulative value of all invoices to date by CLIN.
 - (iii) Total Labor for this invoice and the cumulative value of all labor invoiced to date.
 - (iv) Total Travel and the cumulative value of all travel invoiced to date.
 - (v) Total ODC and the cumulative value of all ODC invoiced to date.
 - (vi) Total Other (as required) and the cumulative value of all Other invoiced to date.
- (2) Level 2: Details supporting the information shown on Level 1 as follows:
 - (i) Labor listed by person, category, hours, rates, and amounts.
 - (ii) Travel breakdown of all actual travel and per diem expenses by trip and employee name and project (if multiple).
 - (iii) ODC split out by employee, project, type and/or items purchased.
- (3) Level 3: Back up documentation as follows:
 - (i) Receipts (travel, equipment purchases, etc.)

(c) The following additional data must be submitted with the final invoice regardless of contract type:

- (1) Contractor's assignment of refund, rebates, and credits.
- (2) Contractor's release.

(d) 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, 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.

(e) Below are some examples of the contract (order) types and the level of information required to be attached within ACFAS for that contract (order) type. For those not listed here, please refer to the individual contract (order) for specific instructions.

DTFAAC-07-R-00020

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: **Susan P. Crump**

Title: **Vice President**

Phone Number: **(334) 598-8893**

3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (October 1996)

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause "Rights in Data-General," the offeror's response to this Screening Information Request (SIR) may, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause titled "Rights In Data-General."

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that--(a) It has, has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It has, has not, filed all required compliance reports; and (c) Representations indicating

DTFAAC-07-R-00020

- | | | |
|-----|-----------------------------------|---------------|
| (1) | Firm-Fixed Price: | Level 1. |
| (2) | Time-and-Material and Labor-Hour: | Levels 1 - 3. |
| (3) | Cost Reimbursable: | Levels 1 - 3. |
| (4) | IDIQ or ID/Reqmts: | Levels 1 - 3. |

(f) Payment Address:

FAA, Financial Operations Division (AMZ-100)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4304

G.7 INCREMENTAL FUNDING (JAN 1997)**CLA.2604**

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.8 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002) CENTER (MMAC)**CLA.4550**

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

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

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

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

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

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

3.10.1-22 Contracting Officer's Technical Representative (July 1996)**PART I - SECTION H****SPECIAL CONTRACT REQUIREMENTS**

DTFAAC-07-R-00020

H.1 TEAMING AND SUBCONTRACTS

(a) **Teaming:** Teaming is any combination of two or more businesses submitting a proposal for a contract (order) award and identifying themselves as a collective resource for performance.

(b) The offeror awarded the contract (order) for the team is the team lead or prime Contractor. Prime means the firm awarded the contract (order) for each CLIN on behalf of the team who shall be responsible for all performance on the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). The prime will be the Government's single point of contact and representative for the team, including contracts (orders) with a subcontracting waiver, overall administration and reporting, all contract (order) billing and receipt of payments, and other applicable activities.

(c) Teams shall not add to or modify team membership following award except that team membership may be reduced or amended under extraordinary circumstances, subject to the approval of the FAA Contracting Officer.

(d) Although one and only one teaming partner/entity shall be recognized by the Government as the team lead/prime for each CLIN, all teaming parties shall be fully subject to the terms and conditions of individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). However, nothing in individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), shall establish privities between the Government and any Contractor other than the lead Contractor.

(e) Teaming agreement(s) changes from that of the team's proposal must be in writing, clearly identifying the changes in the teaming relationships and provided to the CO by the lead Contractor within 5 business days of the change.

(f) Neither the team lead/prime nor any team member/teaming partners shall be considered subcontractors for the purposes of different labor rate structures and/or other purposes. The individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), should include the teams one (1) set of blended labor rates for each CLIN, which shall be the maximum applicable rates for any and all team members and any and all work awarded to or performed by any and all such team members during the life of the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), including any options exercised by the Government.

(g) Team members may distribute/share work between and among themselves as they so choose, generally without restriction and/or prior consent of the Contracting Officer.

(h) To maintain continuity of teaming relationships and performance on individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), the contractor agrees to pay all team members, for work they performed hereunder, in accordance with the same payment terms as specified in the contract and further defined by the individual task/delivery orders issued during the term of the specific contract (order).

(i) It is highly encouraged for small businesses or socially and economically disadvantaged businesses to seek teaming/subcontracting arrangements under this contract.

(j) **Subcontracts:** Prior to the placement of subcontracts, the contractor shall ensure that:

(1) They contain all of the clauses and provisions of the individual contract (order) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. If applicable, particular attention shall be directed to the potential flow down applicability of the FAAMS 3.6.1-3, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns.

(2) Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract, or any of the respective obligations of the parties hereunder, or creation of any subcontractor privities of contract with the Government.

H.2 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

(a) As part of this effort, the contractor shall be working and attending meetings at Government facilities and field facilities. Therefore, the contractor shall be granted ingress and egress to the facilities

DTFAAC-07-R-00020

at all times during normal working hours to obtain information necessary for performance of individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order).

(b) While contractor personnel are at the Government site, they are required to comply with all rules and regulations in effect at that site. Contractor personnel shall comply with rules and regulations governing employee conduct with respect to health and safety, not only as they relate to themselves, but also to other Government employees or agents of the Government. The contractor shall also exercise proper care of all property at the Government site regardless of whether title to such vests with the Government or not.

(c) The facilities to which contractor personnel shall have access will remain in the Government's custody and shall not be considered as property or facilities furnished to the contractor.

(d) The Government facilities to which contractor personnel shall have access under individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), shall be made available during the entire performance period. The Contracting Officer shall, upon timely receipt of written request from the contractor, make a determination of the delay, if any, caused by the unavailability and make an equitable adjustment to the delivery schedule and costs (exclusive of fee or profit) pursuant to the FAAMS clauses.

H.3 CONFIDENTIALITY OF DATA AND INFORMATION

(a) The contractor and any of its subcontractors in performance of the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), may have need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of the contract (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 not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and

(2) Use for any purpose, other than the performance of the contract (order), that data which bears a restrictive marking or legend.

(b) In the event the work required to be performed under the contract (order) require access to proprietary data of other companies, the contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall 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, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) Through formal training and company policy and procedures, the contractor agrees 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 in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee, engaged in any effort connected with the particular, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the contractor, or 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 particular contract (order).

(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.

H.4 NON-PERSONAL SERVICES

DTFAAC-07-R-00020

The contractor agrees that this is a non-personal service contract. For all the purposes of the contract, the contractor is not, nor shall it hold itself out to be, an agent or partner of, or joint venture with the Government; and that the contractor shall neither supervise, nor accept supervision from, Government employees.

No personal services shall be performed under any individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). The Government will directly supervise no contractor employee. The applicable contractor supervisor shall give all individual contractor assignments and daily work direction. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently governmental functions under individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), the contractor employee shall state that they have no authority to in anyway change such contracts (orders). If the other contractor believes this communications to be direction to change their contract (order), they should notify the Contracting Officer and not carry out the direction until clarification has been issued by the Contracting Officer.

Pursuant to AMS 3.8, the CO may waive this provision to the extent that individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), may require personal services, provided that the required FAA approvals are obtained prior to the performance of the services.

H.5 EMPLOYMENT/RETENTION PLAN

The Government has an interest in retaining experienced/qualified support services personnel familiar with the work environment. The contractor shall maintain a current Employer/Retention Plan, which describes efforts to obtain and retain experienced employees, such as Interviews, and offers of employment. In addition, the contractor shall identify how they intend to retain qualified employees and control employee turnover, including replacements. The contractor shall maintain and adhere to the retention plan through the life of the contract.

H.6 KEY PERSONNEL AND LINES OF COMMUNICATION

These resources shall be adequately skilled and possess the appropriate skills to support the functions required to meet the requirements of the SOW. Prior to removing, replacing, or diverting any key personnel, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract. The Contractor without the written consent of the Contracting Officer shall make no removal, substitution or diversion of the key personnel.

The contractor agrees that the proposed key personnel for the contract shall be available at the time of award to the end of the performance period of the task order, unless the key personnel permanently terminate employment with contractor, or the Government's contracting officer concurs in advance with a replacement.

Required personnel assigned to each contract (order) will be mutually agreed on between the Government and the contractor, (e.g. Program Manager, Senior Technical Representative, etc.). Any

DTFAAC-07-R-00020

replacement of required individual positions on the contract (order) must be approved in advance by the Government Contracting Officer before assignment.

The prime contractor shall communicate only through the Government's Contracting Officer and/or the Contracting Officer's Technical Representative regarding all contracts (orders), unless otherwise specifically approved in writing by the Contracting Officer to named Government individuals, such as a TOR for individual contracts (orders).

H.7 MULTIPLE AWARD MODIFIED-REQUIREMENTS

This is a multiple award modified-requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. As this contract constitutes one of several multiple award contracts, the estimated annual quantities (i.e., estimated dollar values for the base and each option year period) in the Schedule represent quantities applicable to the entire effort rather than only this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause.

Except as this contract otherwise provides, the Government shall order from the multiple award contractors all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

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

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

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

H.8 OPERATION OF MULTIPLE AWARD CONTRACT

This contract constitutes one of several multiple contract awards for Development and Revision of Airman Knowledge Training Handbooks for the Mike Monroney Aeronautical Center (MMAC), Oklahoma City, Oklahoma, during the term of the contract.

The Government may award delivery/task orders pursuant to G.4, Task/Delivery Order Processing—Multiple Award Contract, as well as the following processes and procedures:

Only multiple contract awardees may receive an award (task/delivery order) except as contemplated by clause H.7, Multiple Award Modified-Requirements, paragraph (e).

All multiple contract awardees will be solicited except pursuant to G.4 paragraphs (d), (f) and (g).

DTFAAC-07-R-00020

3.2.4-34 OPTION TO EXTEND SERVICES (Apr 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within anytime prior to expiration of current performance period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (Apr 2006)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

(1) An offeror may obtain a DUNS number

(i) if located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet

DTFAAC-07-R-00020

at <http://www.dnb.com/>; or

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

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

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

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

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

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

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

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

DTFAAC-07-R-00020

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (Oct 2005)**(a) Method of payment.**

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

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

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

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

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

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

(e) Liability for uncompleted or erroneous transfers.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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

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

DTFAAC-07-R-00020

Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

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

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

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination.

Employee class Monetary Wage-Fringe Benefits

Title	Grade	Pay Rate
Illustrator III	GS-9	\$18.60
Technical Writer III	GS-11	\$22.51
Graphic Artist	GS-9	\$18.60
Word Processor III	GS-5	\$12.28

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

DTFAAC-07-R-00020

allocable to, the performance of any part of this contract; and

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

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

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

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

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

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

- 3.1.7-2 Organizational Conflicts of Interest (Aug 1997)**
- 3.2.2.3-33 Order of Precedence (July 2004)**
- 3.2.2.3-75 Requests For Contract Information (Jul 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-6 Discounts for Prompt Payment (April 1996)**
- 3.3.1-8 Extras (April 1996)**
- 3.3.1-9 Interest (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (January 2003)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.1-13 Errors and Omissions (July 1996)**
- 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)**
- 3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)**
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)**
- 3.5-13 Rights In Data--General (October 1996)**
- 3.6.1.-1 Notice of Total Small Business Set-Aside (July 1996)**
- 3.6.1-7 Limitations on Subcontracting (August 1997)**
- 3.6.2-2 Convict Labor (April 1996)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)**
- 3.6.2-13 Affirmative Action for Handicapped Workers (April 2000)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)**
- 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)**

DTFAAC-07-R-00020

- 3.6.2-30 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (April 1996)
- 3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)
- 3.6.2-39 Trafficking in Persons (July 2007)
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.6.3-16 Drug Free Workplace (January 2004)
- 3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)
- 3.9.1-1 Contract Disputes (Nov 2002)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-12 Changes--Fixed-Price (April 1996)
- 3.10.1-12/alt1 Changes--Fixed-Price Alternate I (April 1996)
- 3.10.1-25 Novation and Change-of-Name Agreements (January 2003)
- 3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)
- 3.13-10 Contractor Attendance at FAA Sponsored Training (January 2003)
- 3.13-11 Plain Language (July 2006)
- 3.14-3 Foreign Nationals as Contractor Employees (July 2006)

PART III - SECTION J

LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Statement of Work	March 2007	9
2	Quality Assurance Surveillance Plan	July 2007	6
3	Business Declaration Form	Oct 2003	1
4	Wage Determination	May 2007	9
5	Travel Authorization Form		1

PART IV - SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Solicitation only

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this solicitation (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

- (a) The North American Industry Classification System (NAICS) code for this acquisition is **611710**.
- (b) The small business size standard is \$6.5 million.