

Original

AWARD/CONTRACT		PAGE OF PAGES 1 58	
1. CONTRACT (Proc. Inst. Ident.) NO. DTFAAC-08-D-00018		2. EFFECTIVE DATE 01/01/2008	3. REQUISITION/PURCHASE REQUEST/PROJECT NO.
4. ISSUED BY AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AMQ340-ARC	5. ADMINISTERED BY (If other than item 4) AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	CODE AMQ340-ARC

6. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) HYPERNET SOLUTIONS INC 1414 S SANGRE RD BUSINESS DEVELOPMENT CENTER STILLWATER OK 74074-1801	7. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	8. DISCOUNT FOR PROMPT PAYMENT
9. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM

10. SHIP TO/MARK FOR CODE	FACILITY CODE	11. PAYMENT WILL BE MADE BY FAA AC ACCTG OFC DOT/FAA AMZ-110 PO BOX 25710 OKLAHOMA CITY OK 73125	CODE FAA AC ACCTG OFC
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12. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	13. ACCOUNTING AND APPROPRIATION DATA See Schedule
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14A. ITEM	14B. SUPPLIES/SERVICES	14C. QTY	14D. UNIT	14E. UNIT PRICE	14F. AMOUNT
Continued...					

14G. TOTAL AMOUNT OF CONTRACT	\$0.00
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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
	A	SOLICITATION/CONTRACT FORM		I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICE/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
	C	DESCRIPTION/SPECS./WORK STATEMENT		J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE		L	INSTR. CONDS. AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS				

CONTRACTING OFFICER WILL COMPLETE ITEM 18 OR 17 AS APPLICABLE

16. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	17. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Contract Authority's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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18A. NAME AND TITLE OF SIGNER (Type or print) Michelle Hoang / President	18A. NAME OF CONTRACTING OFFICER Sonja Watts
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18B. NAME OF CONTRACTOR BY [Signature]	18C. DATE SIGNED 12/17/07	18B. CONTRACT AUTHORITY BY [Signature]	18C. DATE SIGNED 21 Dec 2007
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NAME OF OFFEROR OR CONTRACTOR
HYPERNET SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	FOB: Destination Period of Performance: 01/01/2008 to 08/31/2012 Estimated Costs: Base Year: \$5,251,987.00 Option I: \$5,259,660.00 Option II: \$5,550,478.00 Option III: \$5,378,992.00 Option IV: \$5,398,228.00 Estimated Total: \$26,789,345.00 Base Year CLIN 0001: Phase-In-Period Not-Separately-Priced (NSP) Period of Performance: 01/01/2008 through 01/31/2008 Phase In Period shall be In Accordance With (IAW) the Attached Performance Work Statement (PWS) dated March 2007 ISO9000: N Electronic & IT: 03 Award Type: Time-and-materials (Not Separately Priced) Period of Performance: 01/01/2008 to 01/31/2008		1	EA	0.00
0002	Base Year CLIN 0002: LABOR SERVICES NON-PERSONAL: Contractor shall furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in Accordance With (IAW) the Performance Work Statement (PWS) dated March 2007 Period of Performance: 2/01/2008 through 8/31/2008 Pricing Information: Contractor is to invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule and employee time sheets. This CLIN also covers overtime costs when applicable and authorized by the CO. SEE SCHEDULE B: Labor Category Labor Hour Overtime % Total Estimated Amount: \$4,984,820.00 The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s). ISO9000: N Electronic & IT: 03 Award Type: Labor-hour Period of Performance: 02/01/2008 to 08/31/2008 Continued ...				0.00

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NAME OF OFFEROR OR CONTRACTOR
HYPERNET SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)								
0003	<p>Base Year</p> <p>CLIN 0003: SUPERVISION SERVICES LABOR</p> <p>NON-PERSONAL: Contractor shall furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007</p> <p>Period of Performance: 02/01/2008 through 8/31/2008</p> <p>Pricing Information: Contractor is to invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule and employee time sheets. This CLIN also covers overtime costs when applicable and authorized by the CO.</p> <p>SEE SCHEDULE B</p> <table border="1"> <thead> <tr> <th>Labor Category</th> <th>Labor Hour</th> <th>Est Hrs</th> <th>Overtime Rate</th> </tr> </thead> <tbody> <tr> <td colspan="4">Total Estimated Amount: \$262,167.00</td> </tr> </tbody> </table> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).</p> <p>ISO9000: N Electronic & IT: 03</p> <p>Award Type: Labor-hour</p> <p>Period of Performance: 02/01/2008 to 08/31/2008</p>	Labor Category	Labor Hour	Est Hrs	Overtime Rate	Total Estimated Amount: \$262,167.00							0.00
Labor Category	Labor Hour	Est Hrs	Overtime Rate										
Total Estimated Amount: \$262,167.00													
0004	<p>Base Year</p> <p>Cost Reimbursable</p> <p>CLIN 0004: TRAVEL SERVICES NON-PERSONAL: Travel as directed and approved by the Contracting Officer (CO) in accordance (IAW) the PWS dated March 2007. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the CO. Travel requirements will be identified, proposed, and negotiated on an individual basis. Billable travel costs are airfare, ground transportation, and per diem, but not direct labor hours. This CLIN is intended to pay for travel occurring at the direction of the CO, performed in conjunction with a specific trip authorized in writing by the CO.</p> <p>Period of Performance: 2/01/2008 through 8/31/2008</p> <p>Pricing Information: G&A Rate: [REDACTED]</p> <p>The Contractor shall be reimbursed at actual cost, for travel and expenses incurred in accordance with Federal Travel Policy (FTR)</p> <p>This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the CO.</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s)</p> <p>Continued ...</p>				0.00								

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NAME OF OFFEROR OR CONTRACTOR
HYPERNET SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>Total Estimated Amount: \$5,000.00</p> <p>ISO9000: N Electronic & IT: 03 Award Type: Cost Total Estimated Cost: \$0.00 Period of Performance: 02/01/2008 to 08/31/2008</p> <p>Base Year To-Be-Negotiated (TBN) CLIN 0005: ACO NEGOTIATED SERVICES NON-PERSONAL: Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the PWS shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of CLIN 0002/0003/0004 in strict accordance with the PWS dated March 2007. All support shall be provided in accordance with the PWS, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.</p> <p>Period of Performance: 2/01/2008 through 8/31/2008</p> <p>This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).</p> <p>ISO9000: N Electronic & IT: 03 Period of Performance: 02/01/2008 to 08/31/2008</p>				0.00
0006	<p>Option I CLIN 1006: LABOR SERVICES NON-PERSONAL: Contractor shall furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007</p> <p>Period of Performance: 9/01/2008 through 8/31/2009</p> <p>Pricing Information: Contractor is to invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule and employee time sheets. This CLIN also covers overtime costs when applicable and authorized by the CO.</p> <p>SEE SCHEDULE B Labor Category Labor Hour Overtime %</p> <p>Total Estimated Amount: \$4,984,820.00</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
HYPERNET SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	<p>obligate/deobligate funds from any estimated contract line item(s). ISO9000: N Electronic & IT: 03 Award Type: Labor-hour Amount: \$0.00 (Option Line Item) 08/31/2008 Period of Performance: 09/01/2008 to 08/31/2009</p> <p>Option I CLIN 1007: SUPERVISION SERVICES LABOR NON-PERSONAL: Contractor shall furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007 Period of Performance: 9/01/2008 through 8/31/2009</p> <p>Pricing Information: Contractor is to invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule and employee time sheets. This CLIN also covers overtime costs when applicable and authorized by the CO.</p> <p>SEE SCHEDULE B Labor Category Labor Hour Est Hrs Overtime Rate</p> <p>Total Estimated Amount: \$269,840.00</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s). ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 08/31/2008</p>				0.00
0008	<p>Option I Cost Reimbursable CLIN 1008: TRAVEL SERVICES NON-PERSONAL: Travel as directed and approved by the Contracting Officer (CO) in accordance (IAW) the PWS dated March 2007. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the CO. Travel requirements will be identified, proposed, and negotiated on an individual basis. Billable travel costs are airfare, ground transportation, and per diem, but not direct labor hours. This CLIN is intended to pay for travel occurring at the direction of the CO, performed in conjunction with a specific trip authorized in writing by the CO. Period of Performance: 9/01/2008 through 8/31/2009</p> <p>Pricing Information: G&A Rate: [REDACTED]</p> <p>The Contractor shall be reimbursed at actual cost, for travel and expenses incurred in accordance with Federal Travel Policy (FTR) Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
HYPERNET SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the CO.</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s)</p> <p>Total Estimated Amount: \$5,000.00 ISO9000: N Electronic & IT: 03 Award Type: Labor-hour Amount: \$0.00 (Option Line Item) 08/31/2008 Period of Performance: 09/01/2008 to 08/31/2009</p>				
0009	<p>Option I To-Be-Negotiated (TBN) CLIN 1009: ACO NEGOTIATED SERVICES NON-PERSONAL: Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the PWS shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of CLIN 0006/0007/0008 in strict accordance with the PWS dated March 2007. All support shall be provided in accordance with the PWS, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.</p> <p>Period of Performance: 9/01/2008 through 8/31/2009</p> <p>This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s). ISO9000: N Electronic & IT: 03 Award Type: Labor-hour Amount: \$0.00 (Option Line Item) 08/31/2008 Period of Performance: 09/01/2008 to 08/31/2009</p>				0.00
0010	<p>Option II CLIN 2010: LABOR SERVICES NON-PERSONAL: Contractor shall furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in Accordance With (IAW) the Performance Work Statement (PWS) dated March 2007</p> <p>Period of Performance: 9/01/2009 through 8/31/2010</p> <p>Pricing Information: Contractor is to invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
HYPERNET SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>conjunction with a specific trip authorized in writing by the CO.</p> <p>Period of Performance: 9/01/2009 through 8/31/2010</p> <p>Pricing Information: G&A Rate: ██████████</p> <p>The Contractor shall be reimbursed at actual cost, for travel and expenses incurred in accordance with Federal Travel Policy (FTR)</p> <p>This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the CO.</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s)</p> <p>Total Estimated Amount: \$5,000.00 ISO9000: N Electronic & IT: 03 Award Type: Labor-hour Amount: \$0.00 (Option Line Item) 08/31/2009 Period of Performance: 09/01/2009 to 08/31/2010</p>				
0013	<p>Option II</p> <p>To-BE-Negotiated (TBN)</p> <p>CLIN 2013: ACO NEGOTIATED SERVICES NON-PERSONAL: Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the PWS shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of CLIN 0010/0011/0012 in strict accordance with the PWS dated March 2007. All support shall be provided in accordance with the PWS, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.</p> <p>Period of Performance: 9/01/2009 through 8/31/2010</p> <p>This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).</p> <p>ISO9000: N Electronic & IT: 03 Award Type: Labor-hour Amount: \$0.00 (Option Line Item) 08/31/2009 Period of Performance: 09/01/2009 to 08/31/2010</p>				0.00
0014	<p>Option III</p> <p>Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
HYPERNET SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0016	<p>Period of Performance: 09/01/2010 to 08/31/2011</p> <p>Option III Cost Reimbursable CLIN 3016: TRAVEL SERVICES NON-PERSONAL: Travel as directed and approved by the Contracting Officer (CO) In Accordance (LAW) the PWS dated March 2007. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the CO. Travel requirements will be identified, proposed, and negotiated on an individual basis. Billable travel costs are airfare, ground transportation, and per diem, but not direct labor hours. This CLIN is intended to pay for travel occurring at the direction of the CO, performed in conjunction with a specific trip authorized in writing by the CO.</p> <p>Period of Performance: 9/1/2010 through 8/31/2011</p> <p>Pricing Information: G&A Rate: [REDACTED]</p> <p>The Contractor shall be reimbursed at actual cost, for travel and expenses incurred in accordance with Federal Travel Policy (FTR)</p> <p>This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the CO.</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s)</p> <p>Total Estimated Amount: \$5,000.00 ISO9000: N Electronic & IT: 03 Award Type: Labor-hour Amount: \$0.00 (Option Line Item) 08/31/2010 Period of Performance: 09/01/2010 to 08/31/2011</p>				0.00
0017	<p>Option III To-Be-Negotiated (TBN) CLIN 3017: ACO NEGOTIATED SERVICES NON-PERSONAL: Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the PWS shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of CLIN 0014/0015/0016 in strict accordance with the PWS dated March 2007. All support shall be provided in accordance with the PWS, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.</p> <p>Period of Performance: 9/01/2010 through 8/31/2011</p> <p>This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and</p> <p>Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
HYPERNET SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0018	<p>approved by the Contracting Officer.</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s). ISO9000: N Electronic & IT: 03 Award Type: Labor-hour Amount: \$0.00 (Option Line Item) 08/31/2010 Period of Performance: 09/01/2010 to 08/31/2011</p> <p>Option IV CLIN 4018: LABOR SERVICES NON-PERSONAL: Contractor shall furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below In Accordance With (IAW) the Performance Work Statement (PWS) dated March 2007</p> <p>Period of Performance: 9/01/2011 through 8/31/2012</p> <p>Pricing Information: Contractor is to invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule and employee time sheets. This CLIN also covers overtime costs when applicable and authorized by the CO.</p> <p>SEE SCHEDULE B Labor Category Labor Hour Overtime % Total Estimated Amount: \$5,328,622.00</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s). ISO9000: N Electronic & IT: 03 Award Type: Labor-hour Amount: \$0.00 (Option Line Item) 08/31/2011 Period of Performance: 09/01/2011 to 08/31/2012</p>				0.00
0019	<p>Option IV CLIN 4019: SUPERVISION SERVICES LABOR NON-PERSONAL: Contractor shall furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below In Accordance With (IAW) the Performance Work Statement (PWS) dated March 2007</p> <p>Period of Performance: 9/01/2011 through 8/31/2012</p> <p>Pricing Information: Contractor is to invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule and employee time sheets. This CLIN also covers overtime costs when applicable and authorized by the CO.</p> <p>Labor Category Labor Hour Est Hrs Overtime % Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
HYPERNET SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Rate				
	<p>Total Estimated Amount: \$64,606.00</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).</p> <p>ISO9000: N Electronic & IT: 03</p> <p>Award Type: Labor-hour</p> <p>Amount: \$0.00 (Option Line Item)</p> <p>08/31/2011</p> <p>Period of Performance: 09/01/2011 to 08/31/2012</p>				
0020	<p>Option IV</p> <p>Cost Reimbursable</p> <p>CLIN 4020: TRAVEL SERVICES NON-PERSONAL: Travel as directed and approved by the Contracting Officer (CO) in accordance with (JAW) the PWS dated March 2007. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the CO. Travel requirements will be identified, proposed, and negotiated on an individual basis. Billable travel costs are airfare, ground transportation, and per diem, but not direct labor hours. This CLIN is intended to pay for travel occurring at the direction of the CO, performed in conjunction with a specific trip authorized in writing by the CO.</p> <p>Period of Performance: 9/10/2011 through 8/31/2012</p> <p>Pricing Information:</p> <p>G&A Rate: [REDACTED]</p> <p>The Contractor shall be reimbursed at actual cost, for travel and expenses incurred in accordance with Federal Travel Policy (FTR)</p> <p>This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the CO.</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s)</p> <p>Total Estimated Amount: \$5,000.00</p> <p>ISO9000: N Electronic & IT: 03</p> <p>Award Type: Labor-hour</p> <p>Amount: \$0.00 (Option Line Item)</p> <p>08/31/2011</p> <p>Period of Performance: 09/01/2011 to 08/31/2012</p>				0.00
0021	<p>Option IV</p> <p>To-Be-Negotiated (TBN)</p> <p>CLIN 4021: ACO NEGOTIATED SERVICES NON-PERSONAL: Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the PWS shall be negotiated utilizing this</p> <p>Continued ...</p>				0.00

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NAME OF OFFEROR OR CONTRACTOR
HYPERNET SOLUTIONS INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>line item. This is a direct reimbursable line item in support of CLIN 0018/0019/0020 in strict accordance with the PWS dated March 2007. All support shall be provided in accordance with the PWS, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.</p> <p>Period of Performance: 9/01/2011 through 8/31/2012</p> <p>This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.</p> <p>The ACO/CO shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).</p> <p>ISO9000: N Electronic & IT: 03 Award Type: Labor-hour Amount: \$0.00 (Option Line Item) 08/31/2011 Period of Performance: 09/01/2011 to 08/31/2012</p>				
0022	<p>Option IV CLIN 4022: Phase-Out-Period Not-Separately-Priced (NSP) Period of Performance: 8/01/2012 through 8/31/2012</p>				0.00
	<p>Phase Out Period shall be In Accordance With (IAW) the Attached Performance Work Statement (PWS) dated March 2007 ISO9000: N Electronic & IT: 03 Award Type: Labor-hour Amount: \$0.00 (Option Line Item) 08/31/2011 Period of Performance: 08/01/2012 to 08/31/2012</p>				
	<p>The total amount of award: \$0.00. The obligation for this award is shown in box 14G.</p>				

SOLICITATION, OFFER AND AW.

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

RATING

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2. CONTRACT NO.

3. SCREENING INFORMATION
REQUEST NO.

DTFAAC-07-R-02224

4. TYPE OF SOLICITATION

NEGOTIATED (RFO)

5. DATE ISSUED

4/11/2007

6. REQUISITION/PURCHASE

NO. AC-07-02224
(FAA Internal Use Only)

DTFAAC-08-D-00018

7. ISSUED BY

CODE

FAA, NAS Automation & Facilities Acquisition Division (AMQ-340)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4931

8. ADDRESS OFFER TO (If other than Item 7)

FAA, Customer Service Desk (AMQ-100)
Multi-Purpose Building, Room 316
6500 South MacArthur Boulevard (Physical Zip Code is 73169)
P.O. Box 25082
Oklahoma City, OK 73125-4933

Time & Material Labor Hour

SOLICITATION FAA MMAC Administrative Support Svcs

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Room 313, Multi-Purpose Building until 3:00PM local time 5/11/2007

(Hour)

(Date)

NOTE: If offers are hand carried, additional time should be allowed to access the depository facility due to heightened security requirements.

FINAL SIR:

Total SEDB 8(a) Set-Aside. NAICS CODE 561110 \$6.5M. Past Performance Vol. Due by 5/2/07. CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION

A. NAME

Sonja Watts

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

(405) 954-7883

11. TABLE OF CONTENTS

(M)	SEC	DESCRIPTION	PAGE(S)	(M)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	35-49
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-17	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	17-28	X	J	LIST OF ATTACHMENTS	50
X	D	PACKAGING AND MARKING	18	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	18-19	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	51-57
X	F	DELIVERIES OR PERFORMANCE	19-20	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	58-74
X	G	CONTRACT ADMINISTRATION DATA	20-21	X	M	EVALUATION FACTORS FOR AWARD	75-85
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

N/A

13. DISCOUNT FOR PROMPT PAYMENT

10 CALENDAR DAYS

%

20 CALENDAR DAYS

%

30 CALENDAR DAYS

%

CALENDAR DAYS

(See Section J, AMS Clause No. 3.3.1-6)

14. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:

AMENDMENT NO.

40001

DATE

05/02/07

AMENDMENT NO.

DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE

FACILITY

HyperNet Solutions, Inc.
4600 SE 29th Suite 760
Del City, Oklahoma 73115

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Michelle Hoang - President

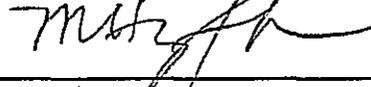
15B. TELEPHONE NO. (Include area code)

405-743-2141

15C. CHECK IF REMITTANCE ADDRESS

IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE



18. OFFER DATE

5-18-07

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED)

ITEM

24. ADMINISTERED BY (If other than Item 7)

CODE

FAA, NAS Contract Management Team (AMQ-340)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4932

25. PAYMENT WILL BE MADE BY

CODE

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

26. NAME OF CONTRACTING OFFICER (Type or print)

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION SF 30 BLOCK 14 CONTINUATION PA.

SUMMARY OF CHANGES

Part I-Section B Line Item numbers: 0005/0009/0013/0017/0021

ample:

ESTIMATED

ITEM	CLIN	SUPPLIES/SERVICES	ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
		ACO Negotiated	1 LOT	TEN	\$

FFP

Services Non-Personal: Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the PWS shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of CLIN 0002/0003/0004 in strict accordance with the PWS dated March 2007. All support shall be provided in accordance with the PWS, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.

Period of Performance: 9/1/2007 through 8/31/2008

~~The Contractor shall not propose an amount for this item.~~

This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

Section C-Description/Specs/ Work Statement:

(a) The on-site Program Manager and Assistant Program Manager shall be provided suitable facilities at the MMAC. The Government shall provide as necessary only: Office space, heat and air, and utilities. The Contractor is responsible for Internet, Telephone, Office Furniture, Office Machines and any other additional requirements deemed necessary for successful operations.

Section H-Special Contract Requirements:

H 12. EXPERTISE PREMIUM is deleted in its entirety.

Section I Contract Clauses:

Clause 3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996) Rev
DOI Occupation Codes are removed from the table

Clause 3.8.2-17 Key Personnel and Facilities (July 1996)

Task Lead, Task Supervisor I and II, and Functional Lead are deleted

Section L Instructions to Offerors (ITO) and Instructions For Proposal Preparation:

Certificate not included in Vol. I page limit

Vol. II-VI page limits do not include Cover pages, Table of Contents, Matix, List of Drawings/Tables

4.2.2 Volume Organization:

Volume III: BUSINESS APPROACH/STRATEGY SUB-FACTORS:

- 1) Sub-factor 1- Program Management/Supervision Plan
- 2) Sub-factor 2- Supervision Plan
- 3) Sub-factor 3- Recruit/Retainment Plan
- 4) Sub-factor 4- Orientation Phase in Plan/Transition Phase out Plan
- 5) Sub-factor 5- Quality Control Plan

Business Approach/Strategy Sub-factors:**a. Sub-factor 1/2 - Program Management/Supervision Plan:**

Describe your plan to provide Program Management (PM) to include your Supervision Plan support to meet the requirements of the PWS, as outlined in paragraph 2.2. Describe the functional organization planned to perform this requirement. The proposal shall sufficiently address the authority of key personnel to act and commit resources to insure the successful performance of this contract, and clear lines of authority. Describe any communication tools, meetings, networks, for this effort. Provide your proposed labor skill mix and plan or approach to hire qualified personnel to complete this component. Describe your contingency plan to ensure mission accomplishment per PWS paragraph 1.0 Key Personnel resumes are required at time of proposal submission. Plans should include the offerors disciplinary, reward, etc... policy and procedures.

b. Sub-factor 3 - Recruit/Retention Plan:

Provide your methodology for hiring, recruiting, and retaining personnel qualified in the skills defined in the Performance Work Statement. Plans shall address hiring of incumbent employees currently performing this work and interviewing methods (if applicable).

c. Sub-factor 4 - Orientation Phase in Plan/Transition Phase out Plan:

The proposal shall demonstrate how personnel, materials, and equipment will be utilized through the orientation phase in/transition phase out period and a method to ensure performance on contract start date, to include phase-in timelines. Describe your approach to minimizing delay and disruption to current ongoing activities. The plan shall also demonstrate the number and position titles of personnel to be on site for the orientation phase in plan/transition phase out plan period. The Contractor shall begin the orientation phase in as required by the solicitation. The orientation phase in plan shall demonstrate how the Contractor will cutover to the start date for all workload at full performance. Reference PWS paragraphs 3.11. The transition phase out plan shall demonstrate how the Contractor will cutover from the phase out date to the end contract date.

d. Sub-factor 5 - Quality Control Program Plan:

The proposal shall describe the methodology and actions necessary to provide quality control as stated in paragraph 2.13 of the PWS.

5.1.1 Early Proposal Information:

The Offeror is requested to submit the Past Performance Volume ten (10) calendar days before close of the SIR (see Table 2.2) to the Contracting Officer at the address specified in the solicitation for proposal submission. Failure to submit early information will not result in Offeror disqualification.

Section M Evaluation Factors for Award:**a. Evaluation Factors and Sub-factors and Order of Importance:**

The following evaluation factors and sub-factors will be used to evaluate each proposal. Award will be made to the Offeror proposing a combination most advantageous to the Government based upon an integrated assessment of the evaluation factors, sub-factors and components described below. Business Approach/Strategy and Proposal Risk and Past Performance Factors are equal in importance and are significantly more important than cost/price. Following is a breakdown of evaluation factors, sub-factors and components. Within the Business Approach/Strategy Factor, the Sub-factors are ranked in descending order of importance as follows: 1) Sub-factor 1: Program Management 2) Sub-Factor 2: Supervision Plan, 3) Sub-factor 3: Recruit/Retention Plan, 4) Sub-factor 4: Orientation Phase in Plan/Transition Phase Out Plan, 5) Sub-factor 5: Quality Control Plan.

FACTOR 1: BUSINESS APPROACH/STRATEGY**SUBFACTOR:**

- 1) 1 - Program Management
- 2) 2 - Supervision Plan
- 3) 3 - Recruit/Retention Plan
- 4) 4 - Orientation Phase In Plan/Transition Phase Out Plan
- 5) 5 - Quality Control Plan

FACTOR 2: PAST PERFORMANCE

- 1) 1 - Contractor Experience
- 2) 2 - Key Personnel Qualifications

FACTOR 3: COST/PRICE**FACTOR 4: PROPOSAL RISK**

The following will be evaluated in the Business Approach/Strategy and Proposal Risk Volume:

Factor 1: Business Approach/Strategy:

- The Business Approach/Strategy should demonstrate adequate methodology on how the Offeror will meet the FAA Performance Work Statement requirements. The business approach/strategy should include at a minimum an overall methodology of how the Offeror will manage customer needs, finances, innovation and processes. The Offeror's management strategy, and balance should be included. Throughout the business approach/strategy references to the sub-factor plans may be utilized.

Sub-factor 1/2: Program Management/Supervision Plan

- The proposal demonstrates an adequate methodology for hiring, recruiting, and retaining personnel qualified with the qualified skills for each labor category defined in the PWS. The proposal also describes interviewing methods and the plan of hiring of incumbent employees currently performing this work (if applicable).
- The proposal sufficiently describes your plan to provide Program Management and Supervisory support to meet the requirements of the PWS as outlined in paragraph 2.2.
- The proposal provides an adequate labor skill mix and a sufficient plan or approach to hire qualified personnel to successfully complete this component. The proposal adequately demonstrates the course of action to provide these services as well as processes used to interact with other contractors using these systems
- The proposal also supplies adequate details regarding contractor personnel that are qualified as Key Personnel meeting the requirements of the PWS as outlined in paragraph 2.8, 2.8.1, and 2.8.2.
- The proposal also supplies adequate details regarding contractor Key personnel that are capable of providing the knowledge, skills, experience, and sufficient corporate authority to lead, manage, plan, execute, and control activities on a daily basis.
- The proposal sufficiently describes your plan to provide Program Management support to meet the requirements of the PWS as outlined in paragraph 2.2, and 2.3.
- The proposal provides an adequate labor skill mix and sufficient plan or approach to hire qualified personnel to successfully complete this component.
- The proposal presents a sufficiently detailed description of the functional organization planned to perform this work.
- The proposal sufficiently addresses the authority of key personnel to act and commit resources to insure the successful performance of this contract.
- The proposal adequately describes your plan to ensure mission accomplishment per PWS paragraph 3.2.

Sub-factor 3 – Recruit/Retainment Plan

- The proposal sufficiently describes your plan to provide and retain qualified and skilled personnel support to meet the requirements of the PWS as outlined in paragraph 2.7 and 2.8.
- The proposal provides an adequate labor skill mix and sufficient plan or approach to hire qualified personnel to successfully complete this component.
- The proposal provides a detailed plan to retain skilled personnel to reduce turnover and retraining.
- The proposal provides a detailed plan to manage disciplinary actions and to reduce problems.

Sub-factor 4 – Orientation Phase In Plan/Transition Phase Out Plan

- The proposal sufficiently demonstrates how personnel and equipment will be utilized through the orientation phase in/transition phase out period and a method to ensure performance on contract start date, to include phase-in timelines and phase-out timelines. The plan shall also adequately demonstrate the number of position titles of personnel to be on site for the orientation phase in/transition phase out period. The orientation phase in plan/transition phase out plan shall adequately demonstrate how the Contractor will cutover to the start date for all workload at full performance.
- The proposal sufficiently describes your plan to coordinate Transition into the support to meet the requirements of the PWS as outlined in paragraph 3.11 and 3.12.

Sub-factor 5 – Quality Control Plan

- The proposal sufficiently describes your plan to provide Quality Assurance to meet the requirements of the PWS as outlined in paragraph 2.13 of the Performance Work Statement.

- The proposal adequately describes the evaluation process your company employs in regard to employee hiring services.

Performance Work Statement Dated March 2007

2.4 **Contractor Personnel:** The Contractor shall provide a written Program Management Plan and a Supervisory Management Plan at time of Proposal. An update to this plan, if required, and shall be submitted to the COTR/CO thirty (30) calendar days after contract award. The plan shall address hiring, obtaining security clearances, training, certifications, retention, organizational structure, and any cross-utilization approach. Additionally, each person employed by the Contractor on this contract shall complete an Agreement of Nondisclosure (Attachment 5) and submit it to the COTR/CO forty-five (45) calendar days after contract award. The Contractor shall provide a completed non-disclosure form for each employee hired and placed into employment with the Government 15 days after placement.

6.0 Service Delivery Summary:

SDS Number and Performance Objective	PWS Ref.	Performance Threshold	Method of Surveillance
SDS #1 The Contractor shall provide a Program Management Plan at time of Proposal submission and an updated plan 30 days after contract award	2.4	100% Compliance	
SDS #2 The Contractor shall provide a Quality Control Plan at time of Proposal submission and an updated plan 45 days after contract award	2.13	100% Compliance	
SDS#3 The Contractor shall be able to provide administrative support services in accordance with each individual task order	2.1 2.8	100% Compliance	Customer Complaint(s) & Periodic Inspection
SDS #4 The Contractor shall provide a government property list to the COTR/CO which is updated as required	3.1	100% Compliance	
SDS #5 The Contractor shall provide non-disclosure statement for all employees 45 days after contract award and for each new employee placed into employment on MMAC	2.4	100 % Compliance	Periodic Inspection
SDS #6 The Contractor shall provide a Supervisory Plan at time of Proposal submission and an updated plan 30 days after award	2.4	100 % Compliance	
SDS #7 The Contractor shall provide a Recruit/Retention Plan at time of Proposal submission and an updated plan 30 days after award	2.7 2.8-2.82	100% Compliance	
SDS #7 The Contractor shall provide a Phase-In/Phase-out Plan at time of Proposal submission and an updated plan 30 days after award	3.10-3.12	100% Compliance	

(END OF SUMMARY CHANGES)

PART I - SECTION B - SUPPLIES/SERVICES & PRICE/COST

BASE YEAR
SERVICES AND PRICES/COST

Services Non-Personal: The contractor shall provide all labor, supervision, program management, travel, materials, equipment and supplies to provide Administrative Support Services in Accordance With (IAW) the terms, conditions and provisions set forth herein and in the attached Statement of Work Section J Attachment 1.

Base Contract Period (1st Year)
Estimated Period of Performance: 9/1/2007 through 8/31/2008

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	TOTAL AMOUNT
0001	0001	PHASE IN PERIOD	1 LOT	NSP	\$00.00

Not-Separately-Priced (NSP)
Estimated Period of Performance: 8/01/07 through 8/31/07

This CLIN is not separately priced (NSP). The Contractor shall not propose an amount for this item. Phase In Period shall be In Accordance With the Attached Performance Work Statement (PWS) dated March 2007.

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE.
0002	0002	Labor	1	LOT	\$ _____

FFP
SERVICES NON-PERSONAL: Contractor to furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in Accordance With (IAW) the Performance Work Statement (PWS) dated March 2007:

Period of Performance: 9/1/2007 through 8/31/2008

Contractor is to propose fixed priced labor rates for all labor categories listed in Attachment 2 of the PWS.

Contractor is to propose a fixed over time percentage (%) applied to each labor categories listed in Attachment 2 of the PWS.

Program management should be included in proposed labor hour rates.

Labor Category	Estimated Annual Requirements	Unit HR	Labor Hour Rate \$	Total Estimated Amount \$	Overtime %
Key Entry Operator I	500	HR			
Key Entry Operator II	5760	HR			
General Clerk I	500	HR			
General Clerk II	21440	HR			
General Clerk III	18460	HR			
General Clerk IV	2070	HR			
Training Program Assistant I	540	HR			
Training Program Assistant II	500	HR			
Training Program Assistant III	5700	HR			
Training Program Assistant IV	500	HR			
Technical Writer I	1920	HR			

Exemption 4

Technical Writer II	500	HR	
Technical Writer III	2080	HR	
Administrative Assistant I	26240	HR	
Administrative Assistant II	15664	HR	
Administrative Assistant III	18403	HR	
Administrative Assistant IV	8790	HR	
Administrative Analyst I	7680	HR	
Administrative Analyst II	1920	HR	
Inspector I	30720	HR	
Inspector II	24960	HR	
Inspector III	7680	HR	
Inspector IV	5760	HR	
Word Processor I	500	HR	
Word Processor II	500	HR	
Word Processor III	500	HR	

Contractor shall invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule and employee time sheets. This CLIN also covers overtime costs when applicable.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
------	------	-------------------	-------------------------------	------------	-----------------------

0003 0003 Supervision 1 LOT \$ _____

FFP
SERVICES NON-PERSONAL: Contractor to furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007:

Period of Performance: 9/1/2007 through 8/31/2008

Labor Category	Estimated Annual Requirements	Unit Per HR	Labor Hour Rate \$	Estimated Amount \$	Overtime %
Task Supervisor I	3760	HR			
Task Supervisor II	3760	HR			
Task Lead	Dependent upon Labor Category				
Functional Lead	Dependent upon Labor Category				

Contractors shall fill-in the estimated number of supervisory hours based on their own supervisory plan. Plans that do not provide realistic and adequate supervision may be determined unacceptable.

Labor Category	Estimated Annual Requirements	Unit Per HR	Labor Hour Rate \$	Estimated Amount \$	Premium Labor HR %
Task Lead	4 hrs per week	HR			
Functional Lead	12 hrs per week	HR			

Contractor shall invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule. This CLIN also covers overtime costs.

Exemption 4

The Contracting Officer shall have authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0004	0004	Travel	1	Lot	\$5,000.00

Cost Reimbursable

SERVICES NON-PERSONAL: Travel as directed and approved by the Contracting Officer (CO) in accordance with the PWS. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the CO. Travel requirements will be identified, proposed, and negotiated on an individual basis. Billable travel costs are airfare, ground transportation, and per diem, but not direct labor hours. This CLIN is intended to pay for travel occurring at the direction of the CO, performed in conjunction with a specific trip authorized in writing by the CO. The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the government to expend this amount.

Period of Performance: 9/1/2007 through 8/31/2008

G&A rate for Base Year: [REDACTED]

The Contractor shall be reimbursed at actual cost, for travel and expensed incurred in accordance with Federal Travel Policy (FTR).

This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0005	0005	ACO Negotiated	1 LOT	TEN	\$ _____

FFP

Services Non-Personal: Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the PWS shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of CLIN 02/0003/0004 in strict accordance with the PWS dated March 2007. All support shall be provided in accordance with the PWS, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.

Period of Performance: 9/1/2007 through 8/31/2008

The Contractor shall not propose an amount for this item.

This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

OPTION I
SERVICES AND PRICES/COST

OPTION I (2nd Year)

Estimated Period of Performance: 9/1/2008 through 8/31/2009

Exemption 4

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED		
			ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
06	1006	Labor	1	LOT	\$ _____

FFP

SERVICES NON-PERSONAL: Contractor to furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007:

Period of Performance: 9/1/2008 through 8/31/2009

Contractor is to propose fixed priced labor rates for all labor categories listed in Attachment 2 of the PWS.

Contractor is to propose a fixed over time percentage (%) applied to each labor categories listed in Attachment 2 of the PWS.

Program management should be included in proposed labor hour rates.

Labor Category	Estimated Annual Requirements	Unit HR	Labor Hour Rate \$	Total Estimated Amount \$	Overtime %
Key Entry Operator I	500	HR			
Key Entry Operator II	3840	HR			
General Clerk I	500	HR			
General Clerk II	21440	HR			
General Clerk III	19207	HR			
General Clerk IV	2070	HR			
Training Program Assistant I	540	HR			
Training Program Assistant II	500	HR			
Training Program Assistant III	5700	HR			
Training Program Assistant IV	500	HR			
Technical Writer I	1920	HR			
Technical Writer II	500	HR			
Technical Writer III	2080	HR			
Administrative Assistant I	22240	HR			
Administrative Assistant II	17675	HR			
Administrative Assistant III	21125	HR			
Administrative Assistant IV	8790	HR			
Administrative Analysts I	7680	HR			
Administrative Analysts II	1920	HR			
Inspector I	19200	HR			
Inspector II	42240	HR			
Inspector III	17280	HR			
Inspector IV	7680	HR			
Word Processor I	500	HR			
Word Processor II	500	HR			
Word Processor III	500	HR			

Contractor shall invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule and employee time sheets. This CLIN also covers overtime costs when applicable.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

Exemption 4

EM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0007	1007	Supervision	1	LOT	\$ _____

FPP
 SERVICES NON-PERSONAL: Contractor to furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007:

Period of Performance: 9/1/2008 through 8/31/2009

Labor Category	Estimated Annual Requirements	Unit Per HR	Labor Hour Rate \$	Estimated Amount \$	Overtime %
Task Supervisor I	3760	HR	[REDACTED]	[REDACTED]	[REDACTED]
Task Supervisor II	3760	HR	[REDACTED]	[REDACTED]	[REDACTED]
Task Lead	Dependent upon Labor Category				[REDACTED]
Functional Lead	Dependent upon Labor Category				[REDACTED]

Contractors shall fill-in the estimated number of supervisory hours based on their own supervisory plan. Plans that do not provide realistic and adequate supervision may be determined unacceptable.

Labor Category	Estimated Annual Requirements	Unit Per HR	Labor Hour Rate \$	Estimated Amount \$	Premium Labor HR %
Task Lead	4 hrs per week	HR	[REDACTED]	[REDACTED]	[REDACTED]
Functional Lead	12 hrs per week	HR	[REDACTED]	[REDACTED]	[REDACTED]

Contractor shall invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule. This CLIN also covers overtime costs.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0008	1008	Travel	1	Lot	\$5,000.00

Cost Reimbursable
 SERVICES NON-PERSONAL: Travel as directed and approved by the Contracting Officer (CO) in accordance with the PWS. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the CO. Travel requirements will be identified, proposed, and negotiated on an individual basis. Billable travel costs are airfare, ground transportation, and per diem, but not direct labor hours. This CLIN is intended to pay for travel occurring at the direction of the CO, performed in conjunction with a specific trip authorized in writing by the CO. The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the government to expend this amount.

Period of Performance: 9/1/2008 through 8/31/2009

G&A rate for Option I: \$ [REDACTED]

Exemption 4

The Contractor shall be reimbursed actual cost, for travel and expensed incurred in accordance with Federal Travel Policy (FTR).

This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
------	------	-------------------	-------------------------------	------------	-----------------------

0009	1009	ACO Negotiated	1 LOT	TBN	\$ _____
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FFP
 Services Non-Personal: Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the PWS shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of CLIN 0006/0007/0008 in strict accordance with the PWS dated March 2007. All support shall be provided in accordance with the PWS, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.

Period of Performance: 9/1/2008 through 8/31/2009

The Contractor shall not propose an amount for this item.

This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

OPTION II
SERVICES AND PRICES/COST

OPTION II (3rd Year)
 Estimated Period of Performance: 9/1/2009 through 8/31/2010

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0010	2010	Labor	1	LOT	\$ _____

FFP
 SERVICES NON-PERSONAL: Contractor to furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007:

Period of Performance: 9/1/2009 through 8/31/2010

Contractor is to propose fixed priced labor rates for all labor categories listed in Attachment 2 of the PWS.

Contractor is to propose a fixed over time percentage (%) applied to each labor categories listed in Attachment 2 of the PWS.

Program management should be included in proposed labor hour rates.

Labor Category	Estimated Annual Requirements	Unit HR	Labor Hour Rate \$	Total Estimated Amount \$	Overtime
Key Entry Operator I	500	HR			
Key Entry Operator II	3840	HR			
General Clerk I	500	HR			
General Clerk II	15520	HR			
General Clerk III	19207	HR			
General Clerk IV	2070	HR			
Training Program Assistant I	540	HR			
Training Program Assistant II	500	HR			
Training Program Assistant III	5700	HR			
Training Program Assistant IV	500	HR			
Technical Writer I	1920	HR			
Technical Writer II	500	HR			
Technical Writer III	2080	HR			
Administrative Assistant I	22240	HR			
Administrative Assistant II	17075	HR			
Administrative Assistant III	21125	HR			
Administrative Assistant IV	8790	HR			
Administrative Analysts I	7680	HR			
Administrative Analysts II	1920	HR			
Inspector I	19200	HR			
Inspector II	42240	HR			
Inspector III	17280	HR			
Inspector IV	7680	HR			
Word Processor I	500	HR			
Word Processor II	500	HR			
Word Processor III	500	HR			

Contractor shall invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule and employee time sheets. This CLIN also covers overtime costs when applicable.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

EM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
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0011 2011 Supervision 1 LOT \$ _____

FFP
 SERVICES NON-PERSONAL: Contractor to furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007:

Period of Performance: 9/1/2009 through 8/31/2010

Labor Category	Estimated Annual Requirements	Unit Per HR	Labor Hour Rate \$	Estimated Amount \$	Overtime %
Task Supervisor I	3,760	HR			
Task Supervisor II	3,760	HR			
Task Lead	Dependent upon Labor Category				
Functional Lead	Dependent upon Labor Category				

Exemption 4

Contractors shall fill-in the estimated number of supervisory hours based on their own supervisory plan. Plans that do not provide realistic and adequate supervisory hours may be determined unacceptable.

Labor Category	Estimated Annual Requirements	Unit Per HR	Labor Hour Rate \$	Estimated Amount \$	Premium Labor HR %
Task Lead	4 hrs per week	HR			
Functional Lead	12 hrs per week	HR			

Contractor shall invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule. This CLIN also covers overtime costs.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0012	2012	Travel	1	Lot	\$5,000.00

Cost Reimbursable

SERVICES NON-PERSONAL: Travel as directed and approved by the Contracting Officer (CO) in accordance with the PWS. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the CO. Travel requirements will be identified, proposed, and negotiated on an individual basis. Billable travel costs are airfare, ground transportation, and per diem, but not direct labor hours. This CLIN is intended to pay for travel occurring at the direction of the CO, performed in conjunction with a specific trip authorized in writing by the CO. The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the government to expend this amount.

Period of Performance: 9/1/2009 through 8/31/2010

G&A rate for Option II: [REDACTED]

The Contractor shall be reimbursed at actual cost, for travel and expensed incurred in accordance with Federal Travel Policy (STR).

This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0013	2013	ACO Negotiated	1 LOT	TBN	\$ _____

FFP

Services Non-Personal: Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the PWS shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of CLIN 0010/0011/0012 in strict accordance with the PWS dated March 2007. All support shall be provided in accordance with the PWS, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.

Period of Performance: 9/1/2009 through 8/31/2010

The Contractor shall not propose an amount for this item.

Exemption 4

This CLIN shall be funded on a modification to this contract at the time of an individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/dsoblige funds from any estimated contract line item(s).

Option III (4th Year)
SERVICES AND PRICES/COST

OPTION II (3rd Year)

Estimated Period of Performance: 9/1/2010 through 8/31/2011

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0014	3014	Labor	1	LOT	\$ _____

FFP
SERVICES NON-PERSONAL: Contractor to furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007:

Period of Performance: 9/1/2010 through 8/31/2011

Contractor is to propose fixed priced labor rates for all labor categories listed in Attachment 2 of the PWS.

Contractor is to propose a fixed over time percentage (%) applied to each labor categories listed in Attachment 2 of the PWS.

Program management should be included in proposed labor hour rates.

Labor Category	Estimated Annual Requirements	Unit HR	Labor Hour Rate \$	Total Estimated Amount \$	Overtime %
Key Entry Operator I	500	HR			
Key Entry Operator II	3840	HR			
General Clerk I	500	HR			
General Clerk II	15520	HR			
General Clerk III	19207	HR			
General Clerk IV	2070	HR			
Training Program Assistant I	540	HR			
Training Program Assistant II	500	HR			
Training Program Assistant III	5700	HR			
Training Program Assistant IV	500	HR			
Technical Writer I	1920	HR			
Technical Writer II	500	HR			
Technical Writer III	2080	HR			
Administrative Assistant I	22240	HR			
Administrative Assistant II	17075	HR			
Administrative Assistant III	21125	HR			
Administrative Assistant IV	8790	HR			
Administrative Analysts I	7680	HR			
Administrative Analysts II	1920	HR			
Inspector I	19200	HR			
Inspector II	42240	HR			
Inspector III	17280	HR			

Exemption 4

Inspector IV	7680	HR	[REDACTED]
Word Processor I	500	HR	[REDACTED]
Word Processor II	500	HR	[REDACTED]
Word Processor III	500	HR	[REDACTED]

Contractor shall invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule and employee time sheets. This CLIN also covers overtime costs when applicable.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0015	3015	Supervision	1	LOT	\$ _____

SERVICES NON-PERSONAL: Contractor to furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007:

Period of Performance: 9/1/2010 through 8/31/2011

Labor Category	Estimated Annual Requirements	Unit Per HR	Labor Hour Rate \$	Estimated Amount \$	Overtime %
Task Supervisor I	4 hrs per week	HR	[REDACTED]	[REDACTED]	[REDACTED]
Task Supervisor II	12 hrs per week	HR	[REDACTED]	[REDACTED]	[REDACTED]
Task Lead	Dependent upon Labor Category				
Functional Lead	Dependent upon Labor Category				

Contractors shall fill-in the estimated number of supervisory hours based on their own supervisory plan. Plans that do not provide realistic and adequate supervision may be determined unacceptable.

Labor Category	Estimated Annual Requirements	Unit Per HR	Labor Hour Rate \$	Estimated Amount \$	Premium Labor HR %
Task Lead	4 hrs per week	HR	[REDACTED]	[REDACTED]	[REDACTED]
Functional Lead	12 hrs per week	HR	[REDACTED]	[REDACTED]	[REDACTED]

Contractor shall invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule. This CLIN also covers overtime costs.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0016	3016	Travel	1	Lot	\$5,000.00

Cost Reimbursable
SERVICES NON-PERSONAL: Travel as directed and approved by the Contracting Officer (CO) in accordance with the PWS. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the CO. Travel requirements will be identified, proposed, and negotiated on an individual basis. Billable travel costs are airfare, ground transportation, and per diem, but not direct labor hours. This CLIN is intended

Exemption 4
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to pay for travel occurring at the execution of the CO, performed in conjunction with a specific trip authorized in writing the CO. The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the government to expend this amount.

Period of Performance: 9/1/2010 through 8/31/2011

Rate for Option III: \$ [REDACTED]

The Contractor shall be reimbursed at actual cost, for travel and expenses incurred in accordance with Federal Travel Policy (FTR).

This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
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0017	3170	ACO Negotiated	1 LOT	TBN	\$ _____
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FFP
 Services Non-Personal: Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the PWS shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of CLIN 0014/0015/0016 in strict accordance with the PWS dated March 2007. All support shall be provided in accordance with the PWS, as authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.

Period of Performance: 9/1/2010 through 8/31/2011

The Contractor shall not propose an amount for this item.

This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

Option IV (5th Year)
SERVICES AND PRICES/COST

OPTION IV (5th Year)
 Estimated Period of Performance: 9/1/2011 through 8/31/2012

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
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0018	4018	Labor	1	LOT	\$ _____
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FFP
 SERVICES NON-PERSONAL: Contractor to furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007:

Period of Performance: 9/1/2011 through 8/31/2012

Contractor is to propose fixed priced labor rates for all labor categories listed in Attachment 2 of the PWS.

Exemption 4

Contractor is to propose a fixed or time percentage (%) applied to each labor category listed in Attachment 2 of the PWS.

Program management should be included in proposed labor hour rates.

Labor Category	Estimated Annual Requirements	Unit HR	Labor Hour Rate \$	Total Estimated Amount \$	Overtime %
Key Entry Operator I	500	HR			
Key Entry Operator II	3840	HR			
General Clerk I	500	HR			
General Clerk II	15520	HR			
General Clerk III	19207	HR			
General Clerk IV	2070	HR			
Training Program Assistant I	540	HR			
Training Program Assistant II	500	HR			
Training Program Assistant III	5700	HR			
Training Program Assistant IV	500	HR			
Technical Writer I	1920	HR			
Technical Writer II	500	HR			
Technical Writer III	2080	HR			
Administrative Assistant I	22240	HR			
Administrative Assistant II	17075	HR			
Administrative Assistant III	21125	HR			
Administrative Assistant IV	8790	HR			
Administrative Analysts I	7680	HR			
Administrative Analysts II	1920	HR			
Inspector I	19200	HR			
Inspector II	42240	HR			
Inspector III	17280	HR			
Inspector IV	7680	HR			
Word Processor I	500	HR			
Word Processor II	500	HR			
Word Processor III	500	HR			

Contractor shall invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule and employee time sheets. This CLIN also covers overtime costs when applicable.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0019	4019	Supervision	1	LOT	\$ _____

FFP
SERVICES NON-PERSONAL: Contractor to furnish all labor, materials, transportation, and incidentals necessary to provide the services listed below in accordance with (IAW) the Performance Work Statement (PWS) dated March 2007:

Period of Performance: 9/1/2011 through 8/31/2012

Labor Category	Estimated Annual Requirements	Unit Per HR	Labor Hour Rate \$	Estimated Amount \$	Overtime %
Task Supervisor I	208	HR			

Exemption 4

Task Supervisor ID	624	HR	[REDACTED]	auth.
Task Lead	Dependent up Labor Category		[REDACTED]	1 hr
Functional Lead	Dependent upon Labor Category		[REDACTED]	

Contractors shall fill-in the estimated number of supervisory hours based on their own supervisory plan. Plans that do not provide realistic and adequate supervision may be determined unacceptable.

Labor Category	Estimated Annual Requirements	Unit Per HR	Labor Hour Rate \$	Estimated Amount \$	Premium Labor HR %
Task Lead	4 hrs per week	HR	[REDACTED]	[REDACTED]	[REDACTED]
Functional Lead	12 hrs per week	HR	[REDACTED]	[REDACTED]	[REDACTED]

Contractor shall invoice in arrears of services performed on a monthly basis. Invoice detail shall support the monthly amount due based on the negotiated labor rates in schedule. This CLIN also covers overtime costs.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0020	4020	Travel	1	Lot	\$5,000.00

Cost Reimbursable

SERVICES NON-PERSONAL: Travel as directed and approved by the Contracting Officer (CO) in accordance with the PWS. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the CO. Travel requirements will be identified, proposed, and negotiated on an individual basis. Billable travel costs are airfare, ground transportation, and per diem, but not direct labor hours. This CLIN is intended to pay for travel occurring at the direction of the CO, performed in conjunction with a specific trip authorized in writing by the CO. The contractor is not to propose an amount for this CLIN. The Government will provide an estimated amount at the time of award. The estimate does not obligate the government to expend this amount.

Period of Performance: 9/1/2011 through 8/31/2012

G&A rate for Option IV: \$ [REDACTED]

The Contractor shall be reimbursed at actual cost, for travel and expensed incurred in accordance with Federal Travel Policy (FTR).

This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	EST. TOTAL AMOUNT NTE
0021	4021	ACD Negotiated	1 LOT	TBN	\$ [REDACTED]

FFP

Services Non-Personal: Additional services, parts, labor, travel, equipment, within the scope of the contract, not specifically addressed in the PWS shall be negotiated utilizing this line item. This is a direct reimbursable line item in support of CLIN

Exemption 4

00018/0019/0020 in strict accordance with the FWS dated March 2007. All supplies shall be provided in accordance with the FWS authorized by the terms of this contract and by the Contracting Officer. All costs shall be supported by proof of payment.

DTFAAC-08-D-00018

Period of Performance: 9/1/2011 through 8/31/2012

The Contractor shall not propose an amount for this item.

This CLIN shall be funded on a modification to this contract at the time of each individual completed negotiation for each item submitted by the Contractor and approved by the Contracting Officer.

The Contracting Officer shall have the authority to unilaterally issue modifications to obligate/deobligate funds from any estimated contract line item(s).

ITEM	CLIN	SUPPLIES/SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT PRICE	TOTAL AMOUNT
0022	4022	PHASE OUT PERIOD	1 LOT	NSP	\$00.00

Not-Separately-Priced (NSP)

Estimated Period of Performance: 8/1/2012 through 8/31/2012 (One month)

This CLIN is not separately priced (NSP). The Contractor shall not propose an amount for this item. Phase Out Period shall be in accordance with the Attached Performance Work Statement (PWS) dated March 2007.

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENTSCOPE OF WORK

- (a) The Contractor shall provide all personnel and other items for services as necessary to perform the various administrative support services in accordance with the Statement of Work dated March 2007.
- (b) The services required under this contract will be ordered by "task/delivery order" signed and issued by the Contracting Officer. Task/delivery order pricing will be based on the specific composite hourly rates listed in Section B.
- (c) The Contractor shall be responsible for all on-site management of this contract. The Contractor shall furnish an on-site Program Manager and an on-site Assistant Program Manager as part of its other direct costs. If additional positions are necessary to effectively manage the contract. Charges for personnel that are not chargeable directly to a task/delivery order shall not be charged direct to the contract.
- (d) Contractor supervisors will provide day-to-day supervision of contractor employees including but not limited to work assignments, leave, payroll records, etc. At no time will Government personnel supervise contractor employees.
- (e) The on-site Program Manager and Assistant Program Manager shall be provided suitable facilities at the MMAC. The Government shall provide as necessary only: Office Space, heat and air, and utilities. The Contractor is responsible for Internet, Telephone, Office Furniture, Office Machines and any other additional requirements deemed necessary for successful operations.

C.1 DEFINITIONS

- (a) "Overtime Premium Rate" (OPR)--all hours prepaid at the basic rate, the OT premium is paid on hours approved, worked as directed and paid to employees. Rate will be applied directly to the actual individual rate shown in rate tables for each specific labor category.
- (b) "Task Lead Premium Rate" (TLPR)--percentage rate as an additive to any personnel functioning in the capacity of a "functional lead." These personnel will be providing supervision for up-to but not-to-exceed 4 hours per week. In a 40-hour week, employee will receive 36 hours at regular hour rate and four (4) hours at the regular rate plus the premium. Will provide some supervision on immediate task and area only.
- (c) "Functional Lead Premium Rate" (FLPR)--percentage rate as an additive to any personnel functioning in the capacity of a "functional lead." These personnel will be providing supervision for up-to but not-to-exceed 12 hours per week. In a 40-hour week, employee will receive 28 hours at regular hour rate and twelve (12) hours at the regular rate plus the premium. Will provide some supervision on immediate task and area only.
- (d) "Task Supervisor I, II, (full time)-- These personnel will be providing supervision as a full time job of forty hours per week. This category of employee will be considered on-site supervisors for the contractor's personnel. Shall provide cross task supervision for all areas. Level will be dependent upon Task, and personnel supervised.
- (e) "Contractor's Cost"--means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract.
- (f) "Direct Labor Hours"--means those hours of labor which are identifiable as being performed directly on an item/task of the contract and which serve as the basis for payment of the Hourly Composite Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does NOT include time for the indirect work of overhead and supervisory employees such as officers, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists, timekeepers, watchmen and truck drivers.
- (g) "Direct Material"--means those materials, if required, which are not encompassed by the definition of "Indirect Materials."
- (h) "Hourly Composite Rate"--includes direct and indirect labor, indirect material, management overheads and profit. Payment under the applicable labor rate will be computed by multiplying the Direct Labor Hours expended by the Hourly Composite Rate. The amounts payable for fractional parts of an hour may be prorated by fractions or increments not less than one-tenth (1/10) of one hour.

(i) "Indirect Material" means all supplies and materials, if required, which do not become an integrated part of the assembly, accessory, or component. Price of indirect material shall be included in the Hourly Composite Rate.

(j) "Direct Hourly Labor Rate"--Actual labor hour rates which are negotiated and set forth in this contract. These rates represent adequate compensation to attract the competence levels required in each labor category necessary for successful contract performance.

PART I - SECTION D - PACKAGING AND MARKING
Not applicable

PART I - SECTION E - INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

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

3.10.4-4 Inspection of Services-- Fixed-Price & Cost Reimbursement (April 1996)

3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)

CLA.0168 AUTHORIZED PERFORMANCE (JAN 1997)

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

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services performed under this contract shall be at destination, Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, or as otherwise designated in the specific task order.

PART I - SECTION F - DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005) This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 STOP-WORK ORDER (October 1996)

3.10.1-11 GOVERNMENT DELAY OF WORK (April 1996)

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

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

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

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

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

CLA.1604 Contract Period (Jan 1997)

The effective period of this contract is the effective date of the contract to one (1) year thereafter for the basic year. If applicable, any options that are exercised will extend the contract ordering period by 12 months.

F.1 PHASE-IN PERIOD AND PERIOD OF PERFORMANCE

This contract contemplates a phase-in period beginning approximately 30 days prior to Contract Start Date, not to be confused with the contract award date, followed by the basic period of performance of one year. In the event award is not made as anticipated, the Government may alter/shorten the phase-in period, or the Government may reduce the basic contract period. The Phase in period shall not be separately priced. Cost of Phase-in shall be incorporated into base year overhead.

F.2 DELIVERY SCHEDULE

All deliverables shall be in accordance with the provisions set forth in the Performance Work Statement as further defined by the individual task assignments issued during the term of the contract.

F.3 PLACE OF PERFORMANCE

The principal place of performance shall be the Mike Monroney Aeronautical Center, 6500 South MacArthur Boulevard, Oklahoma City, Oklahoma, and other FAA Oklahoma City Metro Facilities unless otherwise designated by specific task order.

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

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

3.9.1-2 PROTEST AFTER AWARD (APRIL 1996)

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

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

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

CLA.0116 OPTION TO EXTEND SERVICES (JAN 1997)

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.

CLA.0135 INVOICING PROCEDURES - GENERAL (JAN 2002)

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

- (1) The original to: FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913
- (2) One copy to: FAA, Mike Monroney Aeronautical Center
(Applicable Task Contracting Officer Representative)
(As designated on the individual Task Order)
P.O. Box 25082
Oklahoma City, OK 73125
- (3) Two copy to: FAA, Mike Monroney Aeronautical Center

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

- (b) Each invoice shall highlight the following information:
- (1) Contract number and applicable Task/Delivery Order number.
 - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
 - (3) Extended totals for invoiced quantities.
 - (4) Hours by employee by labor category, with payroll documentation indicating the hourly rate/total wages paid to each employee (furnish only to AMQ-340 and Task Managers).
 - (5) The cumulative hours by category billed and paid on the current Task/Delivery Order.
- (c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.1 GOVERNMENT FURNISHED PROPERTY AND SERVICES

The Government shall provide, without cost, the facilities, equipment, materials and/or services listed in Performance Work Statement, Dated March 2007.

G.2 OVERTIME

The FAA shall pay the basic hours as ordered and worked; paying overtime premium only on those hours approved in advance, worked as directed and paid to employees. (for example--If the contractor wants to use one employee 60 hours/week instead of two employees for the same 60-hour requirement on 1 or more tasks, FAA shall not pay overtime. If a contractor works exempt employees overtime and does not pay overtime, FAA shall not pay overtime). See--Definition C.1(a).

G.3 ACCOUNTING AND APPROPRIATION DATA

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

G.4 PAYMENT PROCEDURES

- (a) Payments to the contractor on task/delivery orders shall be made monthly, upon receipt of the original invoice (s), with approval or certification by the Contracting Officer (CO) or the Contracting Officer's Representative (COR).
- (b) Certification will be made by the COR to the CO for verification of the services invoiced. Any adjustments required shall be made from the succeeding month's billings.
- (c) The first and last invoice of each fiscal and contract 1 year shall be certified by the CO or COR prior to payment.
- (d) Each invoice submitted shall show the contract number, month covered, and a description of work, services, or items being invoiced.

G.5 WAIVER OF WITHHOLDING (SEP 2001)

CLA.4546

Funds shall not be withheld from contract payments as described in subparagraph (a)(2) of AMS clause 3.3.1-5 "Payments Under Time-and-Material and Labor-Hour Contracts."

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

3.14-2 Contractor Personnel Suitability Requirements (July 2006)

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

- (1) Facilities;
- (2) Sensitive information; and/or
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

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

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

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

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

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

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

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

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

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

Headquarters Contracts:

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

Regional and Center Contracts:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.14-3 Foreign Nationals as Contractor Employees (July 2006)

(a) Each employee of the contractor must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

CLA.0090 SAFETY AND HEALTH (JUN 2002)

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

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

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

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

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

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

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

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

CLA.0120 CEILING PRICE (JAN 1997)

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

CLA.1262 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001)

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

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

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment

entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

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

(b) Government Screening Standards for Contractor Personnel.

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

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

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

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

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

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

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

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

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

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

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

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government; such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

CLA.3211 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

CLA.3212 LIABILITY INSURANCE (JAN 1997) (REV)

(a) Pursuant to AMS 3.4.1-12, Insurance, the insurance required of the contract during contract performance is:

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

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

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

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

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:
 FAA, Aviation, Medical & Training
 Acquisition Division (AMQ-340)
 P. O. Box 25082
 Oklahoma City, OK 73125

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

CLA.3402 FAA FACILITY REGULATIONS (OCT 2006)

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

FAA ORDERS/DIRECTIVES

Security	FAA Order 1600.72 http://www.faa.gov/about/office_org/headquarters_offices/ash/ash_programs/investigations/jsp/media/160072.doc
Harassment Accountability board	FAA Order 1110.125A, http://www.faa.gov/ahr/policy/order/orders/index.cfm
Smoking	FAA Order 3900.47 http://www.faa.gov/ahr/policy/order/orders/index.cfm
Safety/OSHA	FAA Order 3900.19B http://employees.faa.gov/employee_services/emerg_safety/media/FINAL3900.pdf
Ramp/airdrome safety	http://www.faa.gov/runwaysafety/ontheground.cfm FAA Order 5200.7A http://www.faa.gov/runwaysafety/pdf/5200.7A.pdf
Internet use policy	FAA Order 1370.79A http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/

MMAC ORDERS/DIRECTIVES**Contact your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR)****CLA. 4531 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003) ALT I**

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

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

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

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

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

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

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

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

CLA. 4556 Personnel and Supervision (OCTOBER 2006)

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

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

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

Government procedures, and the use of private boards or organizations for the settlement of disputes.

H.1 TASK/DELIVERY ORDER PROCESSING

(a) The Contracting Officer shall issue task orders in order of priority, which may be periodically updated, during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.

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

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

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

- (i) A proposed management plan/Supervision requirements and levels.
- (ii) A milestone schedule.
- (iii) Proposed completion or delivery date.
- (iv) Proposed travel costs.
- (v) A breakdown of the proposed labor hours and costs by category of discipline/skill as shown in Part I, Section B of this contract.

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

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

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

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

(d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Performance Work Statement attached, directing the Contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new ceiling price.

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

H.2 CEILING PRICE

(a) A "ceiling price" (see H.2, Task/Delivery Order Processing) is applicable to and will be established for each task/delivery order issued hereunder and will vary depending on the work to be performed.

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

H.3 LIMITATION OF FAA'S OBLIGATION -- ALLOTMENT OF FUNDS

(a) The FAA shall not be obligated to pay the contractor any amount in excess of the amount so set forth in each delivery/task order and the contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in

each task/delivery order unless and until the Contracting Officer shall have notified the contractor in writing that such amount had been increased and shall have specified in such notice a revised amount which shall thereupon constitute the ceiling for performance of the task/delivery order.

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

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

H.4 ADMINISTRATIVE MATTERS

(a) In the event a contractor clearance form(s) and/or procedure is instituted by the Mike Monroney Aeronautical Center (MMAC), such form and procedure will be hereby incorporated and utilized by all contractor employees on this contract terminating employment here at the MMAC.

(b) Contractor Identification in the workplace--All contractor employees shall have nameplates at their individual workstations. Each nameplate shall identify the Company by name or logo, and include the contract employee's name. All contract employees shall be required to wear at all times the FAA issued identification card above the waist. This card shall be visible on the person at all times when on the Center.

H.5 PHASE-IN

(a) There are approximately 160 employees currently working on the administrative support service contract who may transition to this follow-on contract.

(b) Phase-in:

(1) Immediately following the date of contract award (not to be confused with Contract Start Date), a period not-to-exceed 30 days will be allowed for the phase in from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner. This period will be the time for initial orientation for contract administration and will provide a time for detailed operational orientation for contract supervisory personnel. It will include a time for phase in of administrative processes from the current contract to the new contract start date.

(c) To ensure a smooth transition in the change of work effort from the current contractor this phase-in period is to provide the new vendor to:

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

(d) The contractor will be allowed access to the facilities to familiarize the key personnel with the current operations. Such access, however, must not interfere with the activities of current contract personnel. To preclude such interference, arrangements will be made with the Contracting Officer or the designated representative.

(e) Upon the contract start date, the new contractor shall assume full contract performance, the contractor shall assume responsibility for all tasks.

H.6 PHASE-OUT

(a) In the event that the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly change over to the successor contractor pursuant to the requirements of AMS Clause 3.8.2-11, Continuity of Services, and the PWS.

(b) With regard to a successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

H.7 QUALITY CONTROL PLAN

The contractor shall submit a "final" Quality Control Plan (QCP) to the Contracting Officer pursuant to Statement of Work dated March 2007 and Service Delivery Summary. This QCP shall be approved by the Contracting Officer prior to performance of the contract IAW the Statement of Work.

H.8 STRIKE CONTINGENCY PLAN

The contractor shall submit a "final" Strike Contingency Plan (SCP) to the Contracting Officer within two weeks after contract award. The SCP will ensure continuity of all operations in

the event of a strike by contractor personnel. Contractor operations under a SCP shall be at no additional cost to the Government.

H.9 DISSEMINATION OF CONTRACT INFORMATION

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

H.10 STAFFING/RESOURCE UTILIZATION

The contractor shall assure that persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they were employed. Any Department of Labor imposed fine, penalty resulting from the contractor's failure to properly utilize classified employees, shall be the contractor's responsibility and shall not be allowed for purposes of reimbursement under this contract. Back pay resulting from underpaid work is compensation for the work performed and is allowable. All other back pay resulting from violation of Federal labor laws or the Civil Rights Act of 1964 is unallowable.

H.11 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)

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

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

PART II - SECTION I - CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

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

3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

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

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

(1) The names of all Subject Individuals who:

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

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

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

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

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

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

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

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

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

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

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

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

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

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

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

Authorized Representative

Company Name

Date

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract to one (1) year thereafter for the Basic Year. If applicable, any options that are exercised will extend the contract ordering period for 12 months.

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

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

3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$2,000,000.00;

(2) Any order for a combination of items in excess of 3,000,000.00; or

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

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

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

3.2.4-19/alt1 REQUIREMENTS--ALTERNATE I (October 1996)

(a) This is a 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. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with 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. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the "Schedule" that exceed the quantities that the activity may itself furnish within its own capabilities. This contract does not provide any contract coverage for the Civil Aero Medical Institute (CAMI) located at the MMAC. This contract also does not cover administrative services that are required to support specific tasking under separate contract in support of that specific contract taskings.

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after February 28, 2007.

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 (months).

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

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

contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 Central Contractor Registration (April 2006)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

(1) An offeror may obtain a DUNS number

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

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

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

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

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

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

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)

(a) Method of payment.

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

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

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

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

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

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

(e) Liability for uncompleted or erroneous transfers.

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

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

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

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

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

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

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

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

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

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (August 1997)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.

(b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:

		Contractor		Subcontractor
Direct Labor		\$		\$
Allowable Overhead		\$		\$
Subtotal	(A)	\$	(B)	\$
Labor G&A	@ _____ %	\$	@ _____ %	\$
Total Labor Costs	(C)	\$	(D)	\$

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)* in space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula (D)/(C) + (D), calculate the subcontracting labor cost percentage.

*You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for item (D), though you should still breakdown the contractor's costs.

3.6.1-8 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE SEDEB CONCERNS (April 2000)

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

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

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

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

(c)

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

(2) The -[Offeror insert name here] will notify the FAA Contracting Officer, AMQ-340, PO Box 25082, Oklahoma City, OK 73125, in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

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

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

Labor Category	Government Equivalency		DOD Occupational Code*
Key Entry Operator I	GS-4	\$12.36	
Key Entry Operator II	GS-5	\$13.83	
General Clerk I	GS-3	\$11.01	
General Clerk II	GS-4	\$12.36	
General Clerk III	GS-5	\$13.83	
General Clerk IV	GS-6	\$15.42	
Training Program Assistant I	GS-4	\$12.36	
Training Program Assistant II	GS-5	\$13.83	
Training Program Assistant III	GS-6	\$15.42	
Training Program Assistant IV	GS-8	\$18.97	
Technical Writer I	GS-9	\$20.95	
Technical Writer II	GS-10	\$23.08	
Technical Writer III	GS-11	\$25.35	
Administrative Assistant I	GS-4	\$12.36	
Administrative Assistant II	GS-5	\$13.83	
Administrative Assistant III	GS-6	\$15.42	
Administrative Assistant IV	GS-8	\$15.42	
Administrative Analysts I	GS-4	\$12.36	
Administrative Analysts II	GS-5	\$13.83	
Inspector I	GS-7	\$17.13	
Inspector II	GS-8	\$18.97	
Inspector III	GS-9	\$20.95	
Inspector IV	GS-10	\$23.08	
Task Supervisor I	GS-11	\$25.35	EXEMPT

Task Supervisor II	GS-12	\$30.39	EXEMPT
Word Processor I	GS-3	\$11.01	
Word Processor II	GS-4	\$12.36	
Word Processor III	GS-5	\$13.83	

**WAGE DETERMINATION #2005-2432 REV 3, DATED 12/01/2006 IS HEREBY ATTACHED

*The Occupational codes provided for these labor categories are a best fit with differentials added to the base DOL labor category as a Premium. DOL will not conform position descriptions if they determine that it may be included within a similar labor category. (See PWS Attachment 2 and 3.)

3.8.2-11 CONTINUITY OF SERVICES (APRIL 1996)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorata portion of the fee (profit) under this contract. (End of clause)

3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)

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

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

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

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

Program Manager _____

Assistant Program Manager _____

3.9.1-1 CONTRACT DISPUTES (November 2002)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.9.1-2 PROTEST AFTER AWARD (August 1997)

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

(1) Cancel the stop-work order; or

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

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

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

the contract that may be affected; and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 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.

3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (January 2003)

- a. In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.
- b. For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.
- c. The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in FAA Procurement Guidance entitled "Novation and Change-Of-Name Agreements" published at http://fast.faa.gov/procurement_guide/html/3-10-1.htm.
- d. When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

3.13-10 CONTRACTOR ATTENDANCE AT FAA SPONSORED TRAINING (January 2003)

This clause applies to FAA support contractors who wish to attend FAA-sponsored training.

- (a) If FAA is providing training in a unique area (such as training for tasks required to be performed at FAA exclusively, e.g. the AMS), support contractors may be allowed to attend on a space-available basis. The training hours may be billed as direct hours to the contract. However, FAA will not pay direct hourly charges associated with the number of hours spent in training unless specifically authorized in the provisions of the contract.
- (b) The Contracting Officer is the only person with the authority to approve FAA training for a contractor, since it involves the expenditure of government funds.
- (c) The support contractor must provide the Contracting Officer's signed authorization to the Course Manager on or before the first day of the class. Original signed authorizations will be retained in the contract file.

3.14-4 Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2006)

- (a) It may become necessary for the Government to issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.
- (b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200.00 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.
- (c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.
- (d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals,

and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

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

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

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to AMC-700 6500 S. MacArthur Blvd HQ 321C, Oklahoma City OK 73169 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: FAA MMAC AMC-700 P.O. Box 25082, Oklahoma City OK 73125. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated at such time they can then be badge. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

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

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

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

3.14-5 Sensitive Unclassified Information (SUI) (July 2006)

- (a) Sensitive information must be restricted to specific contractors who:
 - (1) Have a need "to know" to perform contract tasks;
 - (2) Meet personnel suitability security requirements to access sensitive information; and
 - (3) Successfully complete a non-disclosure agreement (NDA).
- (b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:
 - (1) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
 - (2) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
 - (3) Procedures for protecting against co-mingling of information with general contractor data system/files;
 - (4) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
 - (5) Procedures for the reproduction of subject material;
 - (6) Procedures for reporting unauthorized access; and
 - (7) Procedures for the destruction and/or sanitization of such material.

- 3.1.7-2 Organizational Conflicts of Interest (August 1997)
- 3.1.8-1 Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (September 2000)
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)
- 3.2.2.3-30 Termination of Defined Benefit Pension Plans (July 2004)

- 3.2.2.3-32 Waiver of Facilities Capital Cost of Money (July 2004)
- 3.2.2.3-33 Order of Precedence (July 2004)
- 3.2.2.3-37 Notification of Ownership Changes (July 2004)
- 3.2.2.3-39 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (July 2004)
- 3.2.2.3-75 Requests for Contract Information (July 2004)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
- 3.2.4-5.1 Allowable Cost and Payment (April 2001)
- 3.2.4-16.1 Ordering Alt I (October 1996)
- 3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-3 Gratuities or Gifts (January 1999)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)
- 3.3.1-5/alt2 Payments under Time-and-Materials and Labor-Hour Contracts Alternate II (October 1996)
- 3.3.1-6 Discounts for Prompt Payment (April 1996)
- 3.3.1-9 Interest (April 1996)
- 3.3.1-10 Availability of Funds (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (January 2003)
- 3.3.2-1.1 FAA Cost Principles (October 1996)
- 3.4.1-10 INSURANCE--WORK ON GOVERNMENT INSTALLATION (July 1996)
- 3.4.1-11 Insurance--Liability to Third Persons (October 1996)
- 3.4.1-12 Insurance (July 1996)
- 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
- 3.4.1-13 Errors and Omissions (July 1996)
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)
- 3.5-3 Patent Indemnity (April 1996)
- 3.5-13 Rights in Data--General (October 1996)
- 3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (April 1996)
- 3.6.1-4 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (JUNE 1999)
- 3.6.1-7 Limitations on Subcontracting (August 1997)
- 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)
- 3.6.2-1 Contract Work Hours and Safety Standards Act--Overtime Compensation (April 1996)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-10 Equal Opportunity Preaward Clearance of Subcontracts (November 1997)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2000)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
- 3.6.2-16 Notice to the Government of Labor Disputes (April 1996)
- 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)
- 3.6.2-30 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts)
- 3.6.2-35 Prevention of Sexual Harassment (August 1998)
- 3.6.3-2 Clean Air and Clean Water (April 1996)
- 3.6.3-16 Drug Free Workplace (January 2004)
- 3.7-1 Privacy Act Notification (October 1996)
- 3.7-2 Privacy Act (October 1996)
- 3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996)
- 3.8.2-20 Qualifications of Employees (August 1997)
- 3.9.1-1 Contract Disputes (November 2002)
- 3.10.1-7.1 Bankruptcy (April 1996)
- 3.10.1-13 Changes--Cost-Reimbursement Alternate I (April 1996)
- 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)
- 3.10.1-24 Notice of Delay (November 1997)
- 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
- 3.10.2-5 Competition in Subcontracting (January 1998)
- 3.10.5-1 Product Improvement/Technology Enhancement (April 1996)

- 3.10.6-3 Termination (Cost-Reimbursement) (October 1996)
 3.10.6-3/alt4 Termination (Cost-Reimbursement) Alternate IV (October 1996)
 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
 3.10.6-7 Excusable Delays (October 1996)
 3.13-3 Printing/Copying Double-sided on Recycled Paper (April 1996)
 3.13-5 Seat Belt Use by Contractor Employees (January 1999)

CLA.0120 CEILING PRICE (JAN 1997)

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

CLA.3211 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

CLA.3212 LIABILITY INSURANCE (JAN 1997)

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

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

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

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

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

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

@01
 P. O. Box 250B2
 Oklahoma City, OK 73125

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

CLA.4532 SCREENING INFORMATION REQUEST DOCUMENT
 CERTIFICATION (MAR 1999)

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

PART III - SECTION J - LIST OF ATTACHMENTS

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1	Performance Work Statement	March 2007	12
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3	Labor Category/Definitions of Skills		6
4	Travel Authorization Form		1
5	Non-Disclosure Form		2
6	PORT Contractor Authorization (FAA Sponsored Training)		1
7	U.S. Dept of Labor Wage Determination No. 2005-2432 (Revision No. 5)	09/27/2007	10
10	Screening Standards - Contractor		1
11	Adjudicative Standards: Issues CIA.1262 (Jul 2001)		1