

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

C.1 SCOPE OF WORK

The contractor shall furnish all personnel and when required, space, materials, equipment, and supplies to provide Information Technology (IT) support services thereof described in the Performance Work Statement (PWS), at Section J, Attachment 1, and the terms, conditions and provisions included herein. Services shall be ordered by the FAA Contracting Officer in accordance with Clause H.1, herein.

**C.2 Emergency Situations and Exercises during
Contract Performance (SEP 2001)**

CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then announced at the time of an exercise, contractor personnel will be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

C.3 SECTION 508 OF THE REHABILITATION ACT OF 1973

The FAA has determined that the following accessibility standards (36 CFR Part 1194) apply to this procurement under Section 508 of the Rehabilitation Act of 1973.

- 1194.21 - Software Applications and Operating Systems
- 1194.22 - Web-based Information or Applications
- 1194.23 - Telecommunication Products
- 1194.24 - Video and Multimedia Products
- 1194.25 - Self-Contained Products
- 1194.26 - Desktop and Portable Computers
- 1194.31 - Functional Performance Criteria
- 1194.41 - Information, Documentation and Support

The contractor shall deliver products and/or services that provide the features described in the above standards, or equivalent salient characteristics. Additionally, the contractor shall provide product support documentation and services (i.e., help desk and training) in alternate formats in order to accommodate end users with disabilities.

Contractor conformance with this requirement is a material term of the contract.

C.4 TASK ORDER (TO) TYPES

Task Order Types. This contract contains time and materials provisions for Level of Effort and Completion type TOs.

(a) Level of Effort TOs will usually be employed when the nature of the task(s) is only generally understood, flexibility is desired, a deliverable end product(s) is difficult to define and the period of performance is defined by fiscal year or parts thereof.

(b) Completion TOs will usually be employed when the task(s) to be performed is clearly defined and identifies milestones or completion dates and an identifiable end product.

PART I - SECTION D - PACKAGING AND MARKING

Not Applicable

PART I - SECTION E - INSPECTION AND ACCEPTANCE

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.

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

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

3.10.4-16 Responsibility for Supplies (April 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT PERIOD (JAN 1997) (R)

CLA.1604

The effective period of this contract for the base year is 12 months from date of award.

F.2 PHASE-IN PERIOD AND PERIOD OF PERFORMANCE

This contract contemplates a phase-in period beginning February 1, 2005, and ending February 28, 2005, followed by the basic period of performance beginning March 1, 2005. The basic period of performance is followed by four 1-year option periods to be exercised at the sole discretion of the Government. In the event award is not made as anticipated, the Government may alter the phase-in period, or the Government may reduce the basic contract period, and or/option contract periods.

F.3 DELIVERY SCHEDULE

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

F.4 PLACE OF PERFORMANCE

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

**F.5 CHANGE TO INDIVIDUAL DELIVERY ORDER
SCHEDULE (JAN 1997)**

CLA.1137

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

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

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

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

F.6 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

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

3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request,

the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

- 3.10.1-9 Stop-Work Order (October 1996)
- 3.10.1-11 Government Delay of Work (April 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

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

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

G.2 INVOICING PROCEDURES - GENERAL (JAN 2002) (R) CLA.0135

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

- (1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-110)
P.O. Box 25710
Oklahoma City, OK 73125-4913

- (2) One copy to:

FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125

- (3) One copy to:

FAA, Mike Monroney Aeronautical Center
(Contracting Officer's Technical Representative (COTR)-Identified upon task order award)
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 (time and attendance sheets should be furnished only to COTRs).

(5) The cumulative hours by category billed and paid on the current Task/Delivery Order.

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

Within 45 calendar days after award of contract the Government-owned property listed below will be furnished to the contractor for use in the performance of this contract. (See Attachment 8)

G.4 GOVERNMENT PROPERTY REPORTS (JAN 1997) CLA.4528

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors. (Reference CDRL A001)

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

G.5 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JAN 2002) CLA.4550

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

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

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

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

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TASK/DELIVERY ORDER PROCESSING

(a) The Contracting Officer shall issue task orders during the performance period of the contract. Concurrent accomplishment of more than one task at a time shall be required.

(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 Statement of Work attached.

(2) Contractor will submit a task proposal to the Contracting Officer within 5 workdays including:

- (i) A milestone schedule (if applicable).
- (ii) Proposed completion or delivery date (if applicable).
- (iii) Proposed travel costs.
- (iv) 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 Statement of Work format.
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Period of performance.
- (v) Ceiling Price.

(c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 20 workdays to commence work under any task order which may be 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 Statement of Work 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 (Statement of Work must state a definite goal of 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.1, 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 SPECIAL SUPPORT REQUIREMENTS (CLIN 5)

Specialized IT support requirements which require labor/skill categories not specifically stated in the PWS may arise during the performance period of this contract as a result of the need for special feasibility studies, cost analysis, information business plans, systems architectural designs, etc. Contract Line Item Number (CLIN) 5 has been established to recognize this type of special support.

H.4 AUTHORIZATION--SPECIAL SUPPORT REQUIREMENTS (CLIN 5)

(a) When the need for special support arises, written authorization to proceed on items set forth in Section B.1(b) must be received from the FAA Contracting Officer. Routine requirements will be accommodated through the issue of a request for task proposal, with a copy of the task work statement attached. Upon receipt of this request for task proposal, the contractor shall submit a task proposal, including any necessary cost and pricing data, to the Contracting Officer which includes the following information:

- (i) Proposed price for accomplishing the work and a description of the basis for the proposed price;
- (ii) proposed completion or delivery date (if applicable);
- (iii) any proposed travel costs involved.

(b) Upon receipt of the contractor's task proposal, the proposal will be negotiated and, when mutual agreement is reached, a task/delivery order will be issued.

(c) Whenever, in the opinion of the Contracting Officer, the need for services is of unusual and compelling urgency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Statement of Work attached, directing the contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor shall proceed with performance of the work required by the task/delivery order. The contractor shall submit a task proposal, including any necessary cost and pricing data, within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations will be conducted to establish a final price.

(d) Special support requirements may be accommodated through fixed-price items or fixed hourly rate items.

(i) Section B.1(b)(1) - Fixed-Price Items. The Contracting Officer and Contractor may, where appropriate, negotiate a fixed price for certain special support requirements.

(ii) Section B.1(b)(2) - Fixed Hourly Rate Items. Specialized IT support requirements which require labor/skill categories not specifically stated in the PWS may arise during the performance of the contract (See H.3). Accordingly, the Contracting Officer and Contractor may, where appropriate, negotiate fixed hourly prices for certain special support requirements.

(e) At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the Contractor or the Contracting Officer may request a negotiation to establish a firm-fixed-price for that item for the remaining life of the contract. Any such change shall be incorporated through contract modification.

H.5 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 85 percent of the amount stated in the delivery/task order. The contractor will also notify the Contracting Officer in writing at any other time if expected costs to be incurred for items chargeable to each delivery/task order will be substantially greater or less than the amount of the task/delivery order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a task/delivery by way of a modification 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.6 DIRECT HOURLY LABOR RATE (JAN 1997) (CLIN 2)

CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum. (Reference CDRL A002)

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

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" (Attachment 2) and return as part of their proposal.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Actual Labor Worked</u>	<u>Hours Dollars</u>	<u>Total Labor</u>
Contract Skill I	Employee A - \$22.00		100	\$ 2,200.00
	Employee B - \$20.00		100	2,000.00
	Employee C - \$19.00		100	1,900.00
	Employee D - \$19.50		100	1,950.00
Invoice Total			400	\$ 8,050.00
Previous Totals (All other invoices)			4,000	79,950.00
Cumulative Total			4,400	\$88,000.00

Cumulative Weighted Average: $\$88,000 / 4,400 \text{ hours} = \20.00

Cumulative Amount Billed: $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00		100	\$ 1,800.00
	Employee H - \$19.00		100	1,900.00
	Employee J - \$18.50		100	1,850.00
Invoice Total			300	\$ 5,550.00
Previous Totals (All other invoices)			4,000	74,400.00
Cumulative Total			4,300	\$79,950.00

Cumulative Weighted Average: $\$79,950 / 4,300 \text{ hours} = \18.59

Cumulative Amount Billed: $\$32.00 \times 4,300 \text{ hours} = \$137,600$

Final Billing Adjustment

Skill I

Wage ratio 93% ($\$20.00/\21.50), Variance 7% (100%-93%),

Adjustment 5% (98%-93%)

Credit to Government \$8,360 ($\$167,200 \times 5\%$)

Skill II

Wage ratio 99% ($\$18.59/\18.75), Variance 1% (100%-99%),

Adjustment 0% (98%-99%)

Credit to Government \$-0- ($\$137,600 \times 0\%$)

H.7 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will

reimburse the contractor for travel costs, as specified in this clause, 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 incurred and 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 for reimbursement 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 FAA's Travel Policy (FAATP), as amended, issued by the Federal Aviation Administration and maintained on its website, <http://www.faa.gov/aba/html/tp/index.html>. 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 FAATP transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

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

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

H.8 PHASE-IN

(a) To ensure a smooth transition in the change of work effort from the current contractor, this contract contains a phase-in period (February 1, 2005 through February 28, 2005), the purpose of which is 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.

(b) 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.

(c) At the beginning of full contract performance, the contractor shall assume responsibility for all tasks.

H.9 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 PWS paragraph 1.2.11.

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

H.10 CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD FORM 254)

DD Form 254, Department of Defense-Contract Security Classification Specification, is applicable and attached hereto as Attachment 3. Upon contract award, the contractor is responsible for requisite coordination of applicable security clearance processes/procedures to ensure uninterrupted contract performance.

H.11 TRANSITION REQUIREMENTS

(a) Approximately 290 employees currently working on current IT Support Services contract (Contract No. DTFA-02-00-D-04121) may transition to this follow-on contract as that contract expires or task/delivery orders are completed.

(b) Transition:

(1) Immediately following the contract start date (February 1, 2005, through February 28, 2005), a period not to exceed 30 days will be allowed for the transition from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner. This transition 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 transition of administrative processes from the current contract to the new contract.

(2) The FAA will provide a transition team, which will be used to provide technical and administrative orientation to contractor personnel, familiarize the contractor with required services, and provide other guidance and assistance as mutually determined necessary by the FAA and the contractor.

(3) The contractor is responsible for the transition of their personnel and the assumption of ongoing tasks during the transition period.

(4) The FAA's transition team will remain available to answer technical and administrative questions throughout the transition period. After this period, the contractor shall report and/or coordinate efforts in accordance with the Performance Work Statement and the contract.

H.12 QUALITY CONTROL PLAN

The contractor shall submit a "final" Quality Control Plan (QCP) to the Contracting Officer pursuant to PWS paragraph 1.2.2.1. This QCP shall be approved by the Contracting Officer prior to performance of the contract IAW the PWS.

H.13 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.14 INCORPORATION OF SUBCONTRACTING PLAN

Special attention is invited to AMS Clause 3.6.1-4, Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan. The contractor's subcontracting plan dated TBD is incorporated herein by reference. The small business goal is 10 percent. The small disadvantaged business goal is 10 percent. The women-owned small business goal is 5 percent. The Service-Disabled Veteran Owned business goal is 1 percent.

H.15 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001) (R)

CLA.1262

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

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor (Attachment 5)" 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 contractor shall 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 (Attachment 5)" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

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

(b) **Government Screening Standards for Contractor Personnel.**

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their

gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

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

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

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

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

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

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

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

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

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

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with

the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.16 TEAMING/SUBCONTRACT ARRANGEMENTS

(a) As may be applicable, the term "Contractor Team Arrangements (Teaming)" means an arrangement in which--(1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractor(s) under this contract. Under a teaming arrangement all labor charges from the prime and subcontractor(s) shall be considered and billed by the prime contractor at the labor categories and rates set forth under CLIN 2. Subcontract effort (see (b) below) resulting from CLINs 3 through 5 incurred by the teaming contractors will also be billed by the prime. *(NOTE: Should a teaming arrangement result, such an arrangement does not limit the rights of the FAA to--require consent to subcontracts (see AMS Clause 3.10.2-3); determine on the basis of the stated contractor team arrangement, the responsibility of the prime contractor; provide the prime contractor data rights owned or controlled by the FAA; and, hold the prime contractor fully responsible for contract performance, regardless of any team arrangement between the prime contractor and its subcontractor(s).)*

(b) "Subcontract" means, for purpose of this contract, subcontract effort required outside any teaming arrangement.

H.17 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, or upward salary adjustment 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.

H.18 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JUL 2001)

CLA.0069

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

H.19 QUALIFICATIONS OF EMPLOYEES (DEC 2002)

CLA.4552

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or

whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.20 SECURITY FORMS SUBMITTAL REQUIREMENTS (NOV 2003)

CLA.4545

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

(b) The applicable security forms are located on the Internet at <http://amq.mmac.faa.gov/security.asp> except for the Fingerprint Charts (Form No. FD-258) and ID Card Applications (DOT Form 1681) which will be provided by the COTR after contract award.

(c) Any discrepancies/incomplete forms shall be returned to the contractor's Project Manager or in lieu thereof, to the Government's Contracting Officer's Technical Representative (COTR) for return to the contractor.

(d) Failure on the contractor's part to submit complete, accurate and timely information (in whole or in part) may be grounds for termination under the Default clause of this contract.

H.21 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

H.22 SECURITY - UNESCORTED ACCESS ONLY (SEPTEMBER 2003)

CLA.4554

(a) Definitions.

(1) Access - In general the term 'access' is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

(c) Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

Position	Risk Level
Programmer (Level I)	1
Programmer (Levels II-III)	5
System Analyst & Programmer (Level I)	1
System Analyst & Programmer (Levels II-V)	5
Web Developer (Level I)	1
Web Developer (Levels II-III)	5
Web Technical Administrator	5
Database Administrator (Level I-II)	5

Database Administrator (Level III)	5
Database Administrator (Level III)	6
System Administrator (I-IV)	5
System Administrator (III-IV)	6
IT Security Specialist (Levels I-II)	5
IT Security Specialist (Level III)	6
IT Technical Specialist (All Levels)	5
IT Training Specialist	5
Project Manager	5
Help Desk Specialist (Level I)	1
Help Desk Specialist (Level II-III)	5
Office Automation Specialist (Level I)	1
Office Automation Specialist (Level II-III)	5
Office Automation Specialist (Level III)	6
Office Automation Specialist (Level IV)	5
Office Automation Specialist (Level IV)	6
Functional Analyst (All Levels)	5
Information Engineer (All Levels)	5
Computer Operator (Levels I-II)	1
Computer Operator (Levels III-IV)	5
Technical Typist	1
Technical Writer (All Levels)	5
Video Production Assistant	1
Telecommunications Specialist (Levels I-II)	1
Telecommunications Specialist (Levels III-VI)	5
Program Manager (Off-Site)	5
Alternate Program Manager (Off-Site)	5
Administrative Support (Off-Site)	1

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

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

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

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

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

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

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

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

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

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

NONE

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

(g) As applicable, the Contractor shall submit semi-annual reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: **(Reference CDRL A003)** A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned semi-annual report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. **(Reference CDRL A004)** Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

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

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

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

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

(l) 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 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

(m) All contractor personnel involved with the performance of this contract requiring access as defined by this clause, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(n) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

**H.23 AGREEMENT TO PARTICIPATE IN ALTERNATIVE
DISPUTE RESOLUTION (APRIL 1998)**

CLA.4540

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

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

**H.24 CONTRACT SHUTDOWN PROCEDURES PENDING
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)**

CLA.1051

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

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

H.25 FAA FACILITY REGULATIONS (JUL 2001)

CLA.3402

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

**H.26 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES
AND VEHICLE DECALS (NOV 2003)**

CLA.3403

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

When contract personnel who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

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

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

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COTR, the Internal Security and Investigations Division, AMC-700, and the Office of Facility Management, AMP-300.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid identification card on the front portion of their body between the neck and waist.

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

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled Security - Unescorted Access Only, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Internal Security and Investigations Division, AMC-700 in the Headquarters Building, Rm. 321, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Internal Security and Investigations Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

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

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

H.27 SAFETY AND HEALTH (JUN 2002)

CLA.0090

(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