

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1   70
2. CONTRACT NO. DTFAAC-10-R-00343		3. OFFER AND AWARD REQUEST NO. DTFAAC-10-R-00343		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED July 27, 2010
6. ISSUED BY FAA, NAS Automation & Facilities Acquisition Division (AMQ-200) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931		7. CODE		8. ADDRESS OFFER TO (if other than item 7) FAA, Customer Service Desk (AMQ-100) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933	
Indefinite-Delivery/Indefinite Quantity SOLICITATION CSC Help Desk Support Services					
9. Sealed offers in original and <u>one</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Room 313, Multi-Purpose Building</u> until <u>3:00 p.m.</u> local time August 27, 2010. (Hour) (Date)					
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 CALL: Cynthia Cooper		A. TELEPHONE NO. (include area code)		B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (405) 954-2601	
11. TABLE OF CONTENTS					
NO.	SEC.	DESCRIPTION	PAGE(S)	NO.	SEC.
X	A	SOLICITATION/CONTRACT	1	X	I
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	X	J
X	C	DESCRIPTIONS/STATEMENTS	12	X	K
X	D	PACKAGING AND MARKING	N/A	X	L
X	E	INSPECTION AND ACCEPTANCE	12	X	M
X	F	DELIVERY OR PORT DIBANCE	13		
X	G	CONTRACT ADMINISTRATION DATA	15		
X	H	SPECIAL CONTRACT REQUIREMENTS	17		
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.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No. 3.3.1-6)					
10 CALENDAR DAYS		%	30 CALENDAR DAYS	%	60 CALENDAR DAYS
14. ACKNOWLEDGMENT OF AMENDMENTS		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
The offeror acknowledges receipt of amendments to the Request for Offers and related documents numbered and dated:		Amendment 0001	8/13/10		
		Amendment 0002	8/14/10		
16A. NAME AND ADDRESS OF OFFEROR CNI Aviation, LLC 7915 Mid America Ste. 100A Oklahoma City, OK 73135		16B. CHECK IF DELIVERY ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		10 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Terry McKenzie, Manager	
17. TELEPHONE NO. (include area code) 405-253-8343		18. SIGNATURE 		19. OFFER DATE 9/1/10	
19. ACCEPTED AS TO ITEM NUMBER					
ALL		20. AMOUNT \$21,866,843.12	21. ACCOUNTING AND APPROPRIATION To be cited on individual delivery orders (4 COPIES UNLESS OTHERWISE SPECIFIED)		
24. ADDRESS TO BE USED BY (if other than item 7) FAA, NAS Contract Management Team (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932		25. PAYMENT SHALL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25710 Oklahoma City, OK 73125-4913		26. AWARD DATE 11/4/2010	
23. NAME OF CONTRACTING OFFICER (Type or print) JIMMIE D. BIGGS		27. UNITED STATES OF AMERICA 		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.  
Formerly SF-33

**PART I - SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COST**

**DESCRIPTION OF SERVICES:**

The Contractor shall provide high-quality, user-focused Information Technology (IT) technical support to the ARC Office of Information Technology Directorate (AMI-1), Customer Services Center Division (AMI-900) and Office Automations Services Division (AMI-600), to support their primary ARC IT Infrastructure responsibility for Service Desk (known as the CSC) Support and Office Automation Services (OAS) for all specified users and sites. The SP shall also provide IT technical support to the ARC Office of Application Services Directorate (AME-1), Custom Solutions Division (AME-500), to support their primary application specific service desk (known as the CSD). The contractor shall effectively administer, manage, and perform the duties and responsibilities as defined in the attached Performance Work Statement (PWS) in accordance with the terms and conditions of the resulting contract.

**BASE YEAR (December 1, 2010 - September 30, 2011)**

CLIN	DISCIPLINE (SKILL)	EST HOURS	UNIT	PRICE	TOTAL EST AMOUNT
1a.	Help Desk Specialist, IV Regular Hours	1,880	HR	\$ [REDACTED]	[REDACTED]
1b.	Help Desk Specialist, IV Premium Hours	20	HR	\$ [REDACTED]	[REDACTED]
2a.	Help Desk Specialist, III Regular Hours	22,560	HR	\$ [REDACTED]	[REDACTED]
2b.	Help Desk Specialist, III Premium Hours	60	HR	\$ [REDACTED]	[REDACTED]
3a.	Help Desk Specialist, II Regular Hours	31,960	HR	\$ [REDACTED]	[REDACTED]
3b.	Help Desk Specialist, II Premium Hours	60	HR	\$ [REDACTED]	[REDACTED]
4a.	Help Desk Specialist, I Regular Hours	43,856	HR	\$ [REDACTED]	[REDACTED]
4b.	Help Desk Specialist, I Premium Hours	120	HR	\$ [REDACTED]	[REDACTED]
5a.	Office Automation Specialist, III Regular Hours	7,520	HR	\$ [REDACTED]	[REDACTED]
5b.	Office Automation Specialist, III Premium Hours	200	HR	\$ [REDACTED]	[REDACTED]

6a.	Office Automation Specialist, II Regular Hours	11,280	HR	\$	[REDACTED]
6b.	Office Automation Specialist, II Premium Hours	300	HR	\$	[REDACTED]
7a.	Office Automation Specialist, I Regular Hours	3,760	HR	\$	[REDACTED]
7b.	Office Automation Specialist, I Premium Hours	100	HR	\$	[REDACTED]
8a.	System Administrator III Regular Hours	940	HR	\$	[REDACTED]
8b.	System Administrator III Premium Hours	30	HR	\$	[REDACTED]
9a.	System Administrator II Regular Hours	470	HR	\$	[REDACTED]
9b.	System Administrator II Premium Hours	20	HR	\$	[REDACTED]
10a.	System Administrator I Regular Hours	470	HR	\$	[REDACTED]
10b.	System Administrator I Premium Hours	20	HR	\$	[REDACTED]

11. **CONTRACTOR FURNISHED ITEMS** - The contractor shall furnish space, workstations, associated hardware and software, office equipment/furnishings, materials, and supplies when government-furnished items are not available or accessible and when included in task descriptions. See PWS, Section M (to be reimbursed at contractor's cost).  
 \*G&A may be applied at a rate not to exceed \_\_\_\_\_ %  
 Profit shall not be applied  
 \*Offeror to propose G&A rate.  
 Estimated \$ 5,000.00

12. **TRAVEL:** Costs shall be reimbursed to the contractor in accordance with H.9 (to be reimbursed at contractor's cost.)  
 \*G&A may be applied at a rate not to exceed \_\_\_\_\_ %  
 Profit shall not be applied  
 \*Offeror to propose G&A rate.  
 Estimated \$ 5,000.00

NOTE: A guaranteed minimum of \$500,000.00 will be awarded during the Base Year\* period of performance. The maximum dollar amount that may be awarded during the contract will be the total estimated value of the contract.  
**EST TOTAL BASE YEAR: \$ 4,038,685.24**

**PART I - SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COST**

**DESCRIPTION OF SERVICES:**

The Contractor shall provide high-quality, user-focused Information Technology (IT) technical support to the ARC Office of Information Technology Directorate (AMI-1), Customer Services Center Division (AMI-900) and Office Automations Services Division (AMI-600), to support their primary ARC IT Infrastructure responsibility for Service Desk (known as the CSC) Support and Office Automation Services (OAS) for all specified users and sites. The SP shall also provide IT technical support to the ARC Office of Application Services Directorate (AME-1), Custom Solutions Division (AME-500), to support their primary application specific service desk (known as the CSD). The contractor shall effectively administer, manage, and perform the duties and responsibilities as defined in the attached Performance Work Statement (PWS) in accordance with the terms and conditions of the resulting contract.

**1ST OPTION YEAR (October 1, 2011 - September 30, 2012)**

CLIN	DISCIPLINE (SKILL)	EST HOURS	UNIT	PRICE	TOTAL EST AMOUNT
13a.	Help Desk Specialist, IV Regular Hours	1,880	HR	\$ [REDACTED]	[REDACTED]
13b.	Help Desk Specialist, IV Premium Hours	20	HR	\$ [REDACTED]	[REDACTED]
14a.	Help Desk Specialist, III Regular Hours	22,560	HR	\$ [REDACTED]	[REDACTED]
14b.	Help Desk Specialist, III Premium Hours	60	HR	\$ [REDACTED]	[REDACTED]
15a.	Help Desk Specialist, II Regular Hours	33,840	HR	\$ [REDACTED]	[REDACTED]
15b.	Help Desk Specialist, II Premium Hours	60	HR	\$ [REDACTED]	[REDACTED]
16a.	Help Desk Specialist, I Regular Hours	45,736	HR	\$ [REDACTED]	[REDACTED]
16b.	Help Desk Specialist, I Premium Hours	120	HR	\$ [REDACTED]	[REDACTED]
17a.	Office Automation Specialist, III Regular Hours	7,520	HR	\$ [REDACTED]	[REDACTED]
17b.	Office Automation Specialist, III Premium Hours	200	HR	\$ [REDACTED]	[REDACTED]



**PART I -SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COST**

**DESCRIPTION OF SERVICES:**

The Contractor shall provide high-quality, user-focused Information Technology (IT) technical support to the ARC Office of Information Technology Directorate (AMI-1), Customer Services Center Division (AMI-900) and Office Automations Services Division (AMI-600), to support their primary ARC IT Infrastructure responsibility for Service Desk (known as the CSC) Support and Office Automation Services (OAS) for all specified users and sites. The SP shall also provide IT technical support to the ARC Office of Application Services Directorate (AME-1), Custom Solutions Division (AME-500), to support their primary application specific service desk (known as the CSD). The contractor shall effectively administer, manage, and perform the duties and responsibilities as defined in the attached Performance Work Statement (PWS) in accordance with the terms and conditions of the resulting contract.

**2ND OPTION YEAR (October 1, 2012 - September 30, 2013)**

CLIN	DISCIPLINE (SKILL)	EST HOURS	UNIT	PRICE	TOTAL EST AMOUNT
25a.	Help Desk Specialist, IV Regular Hours	1,880	HR	\$ [REDACTED]	[REDACTED]
25b.	Help Desk Specialist, IV Premium Hours	20	HR	\$ [REDACTED]	[REDACTED]
26a.	Help Desk Specialist, III Regular Hours	24,440	HR	\$ [REDACTED]	[REDACTED]
26b.	Help Desk Specialist, III Premium Hours	60	HR	\$ [REDACTED]	[REDACTED]
27a.	Help Desk Specialist, II Regular Hours	35,720	HR	\$ [REDACTED]	[REDACTED]
27b.	Help Desk Specialist, II Premium Hours	60	HR	\$ [REDACTED]	[REDACTED]
28a.	Help Desk Specialist, I Regular Hours	47,616	HR	\$ [REDACTED]	[REDACTED]
28b.	Help Desk Specialist, I Premium Hours	120	HR	\$ [REDACTED]	[REDACTED]
29a.	Office Automation Specialist, III Regular Hours	7,520	HR	\$ [REDACTED]	[REDACTED]
29b.	Office Automation Specialist, III Premium Hours	200	HR	\$ [REDACTED]	[REDACTED]

30a.	Office Automation Specialist, II Regular Hours	11,280	HR	\$	<u>                    </u>	<u>                    </u>
30b.	Office Automation Specialist, II Premium Hours	300	HR	\$	<u>                    </u>	<u>                    </u>
31a.	Office Automation Specialist, I Regular Hours	3,760	HR	\$	<u>                    </u>	<u>                    </u>
31b.	Office Automation Specialist, I Premium Hours	100	HR	\$	<u>                    </u>	<u>                    </u>
32a.	System Administrator III Regular Hours	940	HR	\$	<u>                    </u>	<u>                    </u>
32b.	System Administrator III Premium Hours	30	HR	\$	<u>                    </u>	<u>                    </u>
33a.	System Administrator II Regular Hours	470	HR	\$	<u>                    </u>	<u>                    </u>
33b.	System Administrator II Premium Hours	20	HR	\$	<u>                    </u>	<u>                    </u>
34a.	System Administrator I Regular Hours	470	HR	\$	<u>                    </u>	<u>                    </u>
34b.	System Administrator I Premium Hours	20	HR	\$	<u>                    </u>	<u>                    </u>
35.	<p>CONTRACTOR FURNISHED ITEMS - The contractor shall furnish space, workstations, associated hardware and software, office equipment/furnishings, materials, and supplies when government-furnished items are not available or accessible and when included in task descriptions. See PWS, Section M (to be reimbursed at contractor's cost).                      *G&amp;A may be applied at a rate not to exceed <u>                    </u>                      Profit shall not be applied                      *Offeror to propose G&amp;A rate.</p>					
				Estimated	\$	<u>5,000.00</u>
36.	<p>TRAVEL: Costs shall be reimbursed to the contractor in accordance with H.9 (to be reimbursed at contractor's cost.)                      *G&amp;A may be applied at a rate not to exceed <u>                    </u>                      Profit shall not be applied                      *Offeror to propose G&amp;A rate.</p>					
				Estimated	\$	<u>5,000.00</u>
<b>EST TOTAL 2ND OPTION YEAR:</b>					<b>\$</b>	<b><u>4,362,648.66</u></b>

**PART I - SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COST**

**DESCRIPTION OF SERVICES:**

The Contractor shall provide high-quality, user-focused Information Technology (IT) technical support to the ARC Office of Information Technology Directorate (AMI-1), Customer Services Center Division (AMI-900) and Office Automations Services Division (AMI-600), to support their primary ARC IT Infrastructure responsibility for Service Desk (known as the CSC) Support and Office Automation Services (OAS) for all specified users and sites. The SP shall also provide IT technical support to the ARC Office of Application Services Directorate (AME-1), Custom Solutions Division (AME-500), to support their primary application specific service desk (known as the CSD). The contractor shall effectively administer, manage, and perform the duties and responsibilities as defined in the attached Performance Work Statement (PWS) in accordance with the terms and conditions of the resulting contract.

**3RD OPTION YEAR (October 1, 2013 - September 30, 2014)**

CLIN	DISCIPLINE (SKILL)	EST HOURS	UNIT	PRICE	TOTAL EST AMOUNT
37a.	Help Desk Specialist, IV Regular Hours	1,880	HR	\$ [REDACTED]	[REDACTED]
37b.	Help Desk Specialist, IV Premium Hours	20	HR	\$ [REDACTED]	[REDACTED]
38a.	Help Desk Specialist, III Regular Hours	24,440	HR	\$ [REDACTED]	[REDACTED]
38b.	Help Desk Specialist, III Premium Hours	60	HR	\$ [REDACTED]	[REDACTED]
39a.	Help Desk Specialist, II Regular Hours	37,600	HR	\$ [REDACTED]	[REDACTED]
39b.	Help Desk Specialist, II Premium Hours	60	HR	\$ [REDACTED]	[REDACTED]
40a.	Help Desk Specialist, I Regular Hours	51,376	HR	\$ [REDACTED]	[REDACTED]
40b.	Help Desk Specialist, I Premium Hours	120	HR	\$ [REDACTED]	[REDACTED]
41a.	Office Automation Specialist, III Regular Hours	7,520	HR	\$ [REDACTED]	[REDACTED]
41b.	Office Automation Specialist, III Premium Hours	200	HR	\$ [REDACTED]	[REDACTED]

42a.	Office Automation Specialist, II Regular Hours	11,280	HR	\$	<u>                    </u>	<u>                    </u>
42b.	Office Automation Specialist, II Premium Hours	300	HR	\$	<u>                    </u>	<u>                    </u>
43a.	Office Automation Specialist, I Regular Hours	3,760	HR	\$	<u>                    </u>	<u>                    </u>
43b.	Office Automation Specialist, I Premium Hours	100	HR	\$	<u>                    </u>	<u>                    </u>
44a.	System Administrator III Regular Hours	940	HR	\$	<u>                    </u>	<u>                    </u>
44b.	System Administrator III Premium Hours	30	HR	\$	<u>                    </u>	<u>                    </u>
45a.	System Administrator II Regular Hours	470	HR	\$	<u>                    </u>	<u>                    </u>
45b.	System Administrator II Premium Hours	20	HR	\$	<u>                    </u>	<u>                    </u>
46a.	System Administrator I Regular Hours	470	HR	\$	<u>                    </u>	<u>                    </u>
46b.	System Administrator I Premium Hours	20	HR	\$	<u>                    </u>	<u>                    </u>
47.	<p><b>CONTRACTOR FURNISHED ITEMS -</b> The contractor shall furnish space, workstations, associated hardware and software, office equipment/furnishings, materials, and supplies when government-furnished items are not available or accessible and when included in task descriptions. See PWS, Section M (to be reimbursed at contractor's cost).                      *G&amp;A may be applied at a rate not to exceed <u>                    </u>                      Profit shall not be applied                      *Offeror to propose G&amp;A rate.</p>					
				Estimated	\$	<u>5,000.00</u>
48.	<p><b>TRAVEL:</b> Costs shall be reimbursed to the contractor in accordance with H.9 (to be reimbursed at contractor's cost.)                      *G&amp;A may be applied at a rate not to exceed <u>                    </u>                      Profit shall not be applied                      *Offeror to propose G&amp;A rate.</p>					
				Estimated	\$	<u>5,000.00</u>
<b>EST TOTAL 3RD OPTION YEAR:</b>					\$	<u>4,557,726.58</u>

**PART I - SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COST**

**DESCRIPTION OF SERVICES:**

The Contractor shall provide high-quality, user-focused Information Technology (IT) technical support to the ARC Office of Information Technology Directorate (AMI-1), Customer Services Center Division (AMI-900) and Office Automations Services Division (AMI-600), to support their primary ARC IT Infrastructure responsibility for Service Desk (known as the CSC) Support and Office Automation Services (OAS) for all specified users and sites. The SP shall also provide IT technical support to the ARC Office of Application Services Directorate (AME-1), Custom Solutions Division (AME-500), to support their primary application specific service desk (known as the CSD). The contractor shall effectively administer, manage, and perform the duties and responsibilities as defined in the attached Performance Work Statement (PWS) in accordance with the terms and conditions of the resulting contract.

**4TH OPTION YEAR (October 1, 2014 - September 30, 2015)**

<b>CLIN</b>	<b>DISCIPLINE (SKILL)</b>	<b>EST HOURS</b>	<b>UNIT</b>	<b>PRICE</b>	<b>TOTAL EST AMOUNT</b>
49a.	Help Desk Specialist, IV Regular Hours	1,880	HR	\$ [REDACTED]	[REDACTED]
49b.	Help Desk Specialist, IV Premium Hours	20	HR	\$ [REDACTED]	[REDACTED]
50a.	Help Desk Specialist, III Regular Hours	24,440	HR	\$ [REDACTED]	[REDACTED]
50b.	Help Desk Specialist, III Premium Hours	60	HR	\$ [REDACTED]	[REDACTED]
51a.	Help Desk Specialist, II Regular Hours	39,480	HR	\$ [REDACTED]	[REDACTED]
51b.	Help Desk Specialist, II Premium Hours	60	HR	\$ [REDACTED]	[REDACTED]
52a.	Help Desk Specialist, I Regular Hours	55,136	HR	\$ [REDACTED]	[REDACTED]
52b.	Help Desk Specialist, I Premium Hours	120	HR	\$ [REDACTED]	[REDACTED]
53a.	Office Automation Specialist, III Regular Hours	7,520	HR	\$ [REDACTED]	[REDACTED]
53b.	Office Automation Specialist, III Premium Hours	200	HR	\$ [REDACTED]	[REDACTED]

54a.	Office Automation Specialist, II Regular Hours	11,280	HR	\$	<u>                    </u>	<u>                    </u>
54b.	Office Automation Specialist, II Premium Hours	300	HR	\$	<u>                    </u>	<u>                    </u>
55a.	Office Automation Specialist, I Regular Hours	3,760	HR	\$	<u>                    </u>	<u>                    </u>
55b.	Office Automation Specialist, I Premium Hours	100	HR	\$	<u>                    </u>	<u>                    </u>
56a.	System Administrator III Regular Hours	940	HR	\$	<u>                    </u>	<u>                    </u>
56b.	System Administrator III Premium Hours	30	HR	\$	<u>                    </u>	<u>                    </u>
57a.	System Administrator II Regular Hours	470	HR	\$	<u>                    </u>	<u>                    </u>
57b.	System Administrator II Premium Hours	20	HR	\$	<u>                    </u>	<u>                    </u>
58a.	System Administrator I Regular Hours	470	HR	\$	<u>                    </u>	<u>                    </u>
58b.	System Administrator I Premium Hours	20	HR	\$	<u>                    </u>	<u>                    </u>

59. CONTRACTOR FURNISHED ITEMS - The contractor shall furnish space, workstations, associated hardware and software, office equipment/furnishings, materials, and supplies when government-furnished items are not available or accessible and when included in task descriptions. See PWS, Section M (to be reimbursed at contractor's cost).  
 \*G&A may be applied at a rate not to exceed  
 Profit shall not be applied  
 \*Offeror to propose G&A rate.                      Estimated \$ 5,000.00

60. TRAVEL: Costs shall be reimbursed to the contractor in accordance with H.9 (to be reimbursed at contractor's cost.)  
 \*G&A may be applied at a rate not to exceed  
 Profit shall not be applied  
 \*Offeror to propose G&A rate.                      Estimated \$ 5,000.00

EST TOTAL 4TH OPTION YEAR: \$ 4,737,142.70

**PART I - SECTION C  
SCOPE OF WORK**

**C.1 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.

**PART I - SECTION D  
PACKAGING AND MARKING**

Not Applicable

**PART I - SECTION E  
INSPECTION AND ACCEPTANCE**

**E.1 Reserved**

**E.2 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908**

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Services—Fixed-Price and Cost Reimbursement" (AMS 3.10.4-4), and "Inspection—Time-and-Materials and Labor-Hour" (AMS 3.10.4-5).

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

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

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

**3.10.4.4 INSPECTION OF SERVICES – BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)**

**3.10.4-5 INSPECTION—TIME-AND-MATERIAL AND LABOR-HOUR (APRIL 1996)**

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 DELIVERY SCHEDULE**

All deliverables shall be in accordance with the provisions set forth in the Performance Work Statement.

**F.2 NOTICE OF DELAY**

If the Contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons therefor. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the contractor. The Contracting officer may extend the time specified in the Schedule for such period as deemed advisable.

**F.3 PHASE-IN/PERIOD OF PERFORMANCE**

This contract includes a 30-day transition period that is anticipated to begin Nov 1, 2010, followed by the base year of performance beginning December 1, 2010 and ending September 30, 2011. The Base Year may be extended annually by exercise of four one-year option periods. Exercise of the option is at the sole discretion of the Government. *The base performance period will be adjusted accordingly in the event award is not made sufficiently in advance to meet the date for transition.*

**F.3 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.

**F.4 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.5 CONTRACT PERIOD (JAN 1997)****CLA.1604**

The effective period of this contract is from October 1, 2010 through September 30, 2011 for the Base Year, and if extended by exercise of option, one-year option periods designated as follows:

Beginning      November 1, 2010 through November 30, 2010 – Phase In  
                     December 1, 2010 through September 30, 2011 – Base Period  
                     October 1, 2011 through September 30, 2012 – Option I  
                     October 1, 2012 through September 30, 2013 – Option II  
                     October 1, 2013 through September 30, 2014 – Option III  
                     October 1, 2014 through September 30, 2015 – Option IV

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

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

(2) Substitution of Personnel.

(a) For the first 60 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

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

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

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 20 days (if a security clearance must be obtained, at least 27 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

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

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

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

- 3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)**
- 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)**
- 3.10.1-24 NOTICE OF DELAY (FEB 2009)**
- 3.11-34 F.O.B. DESTINATION (APR 1999)**

**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 (JANUARY 2002) Revised CLA.0135**

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

- (1) The original to:  
FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913
- (2) Two copies to:  
FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-240)  
P.O. Box 25082  
Oklahoma City, OK 73125
- (3) Two copies to:  
FAA, Mike Monroney Aeronautical Center  
Information Systems Group  
**Attn: 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 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.

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

Within 30 calendar days after award of contract the Government-owned property identified in Attachment 4 will be furnished to the contractor for use in the performance of this contract.

**G.4 INCREMENTAL FUNDING (JAN 1997)****CLA.2604**

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

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

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

**G.5 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 A008).

(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.6 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.

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

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

**3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 2008)****PART I - SECTION H  
SPECIAL CONTRACT REQUIREMENTS****H.1 FAA FACILITY REGULATIONS**

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.2 RELATIONSHIP BETWEEN FAA, CONTRACTOR AND CONTRACTOR EMPLOYEES**

(a) The FAA and the contractor understand and agree that the services to be delivered under this contract by the contractor to the FAA are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exists or will exist between the FAA and the contractor and/or between the FAA and the contractor's employees. The contractor personnel shall be responsible solely to the contractor, which in turn, shall be responsible to the FAA.

(b) The FAA shall not exercise any supervision or control over contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a federal officer, either military or civilian, in connection with performance of work under this contract. Likewise, contractor personnel shall not be placed in positions of command, supervision, administration, or control of federal officers, or personnel of other prime contractors, or become an integrated part of the FAA organization in connection with performance of work under this contract.

(c) The contractor shall be responsible for selecting personnel who are qualified to perform the required services or supervision necessary for work and for keeping them informed of all improvements, changes, and methods of operation.

(d) Rules, regulations, directives, and requirements issued during the contract term by appropriate governmental authority shall be applicable to all contractor personnel or representatives who enter the Aeronautical Center. This requirement shall not be construed or interpreted to establish any degree of government control which is inconsistent with a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the Aeronautical Center does not violate these requirements.

(e) The services to be performed under this contract shall not require the contractor or employees to exercise personal judgment and discretion on behalf of the FAA.

(f) The contractor and its personnel shall not be considered employees of the federal government and shall not be eligible, by virtue of performance of work under this contract, for payment by the FAA of entitlements and benefits accorded federal employees.

(g) The entire consideration to the contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

**H.3 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 Section N, Phase-Out.

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

#### **H.4 QUALITY CONTROL PLAN**

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

#### **H.5 TASK/DELIVERY ORDER PROCESSING**

(a) The Contracting Officer shall issue a task order for performance of this contract in accordance with the Performance Work Statement (Attachment 1). Additional task/delivery orders may be required and will be issued with a specific Statement of Work. Concurrent accomplishment of more than one task at a time may 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.6 CEILING PRICE

(a) A "ceiling price" (see H.5, 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.7 ENVIRONMENTAL, SAFETY AND HEALTH (APRIL 2010)

CLA.0090

(a) The Contractor shall ensure 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 receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy that states:  
*"The Mike Monroney Aeronautical Center is fully committed to the Administrator's Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:*

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources and improve energy efficiency*
- *Continually improve environmental performance*

*Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment."*

(4) The requirements of the MMAC Environmental Management System (EMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC's environmental programs shall, prior to start of performance of work under this contract:

- (i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC Environmental Management System (EMS) General Awareness Briefing. This training is available on-line at:

[https://employees.faa.gov/org/centers/mmac/employee\\_services/saf/training/index.cfm?training=mandatory\\_training](https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training).

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC EMS" included in Section K of this solicitation/contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Safety and Health (OSH) Policy which states:

*"The FAA Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the safety and health of our employees and neighbors. It is our policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. In keeping with this commitment, we will implement, maintain, and continually improve our safety and health performance by utilizing a comprehensive Occupational Safety and Health Management System which:*

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks, and implements controls*
- *Prevents injury and illness*
- *Establishes safety and health metrics*

*Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a safe and healthy work environment for employees, contractors, students and visitors."*

(6) The requirements of the MMAC Occupational Safety and Health System (OSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001:2007. The MMAC OSHMS requires that all contractors that provide goods and services that can affect MMAC's occupational safety and health programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Occupational Safety and Health Policy as set forth in paragraph (a)(5) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced operational control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that contract employees requiring unescorted access to the site have received the MMAC Occupational Safety & Health Management System - 18001 – Awareness Briefing. This briefing/training is available on-line at:

[https://employees.faa.gov/org/centers/mmac/employee\\_services/saf/training/index.cfm?training=mandatory\\_training](https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training)

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC OSHMS" included in Section K of this solicitation/contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC OSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC OSHMS. Submission of this certification is a prerequisite for contract award.

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

- (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;
- (3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

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

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, 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. All oral notices will be followed up with a written notice to the Contractor. 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.

(e) 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 and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

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

#### **H.8 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JANUARY 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.9 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007) CLA.4531(R)**

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) (reference PWS Section J) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO, 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.

#### **H.10 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.11 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)**

**CLA.4555**

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

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

#### **H.12 PERSONNEL AND SUPERVISION (OCTOBER 2006)**

**CLA.4556**

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.

#### **H.13 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)**

**CLA.4557**

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.

#### **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:  
 Project Manager and Alternate Project Manager  
 Jane Sharrock            Program Manager  
 Terry McKenzie        Alternate Program Manager

#### **PART II - SECTION I CONTRACT CLAUSES**

#### **I.1 CEILING PRICE (JAN 1997)**

**CLA.0120**

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.

#### **I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JANUARY 1997)**

**CLA.3211**

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

contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

### **I. 3 LIABILITY INSURANCE (JAN 1997)**

**CLA.3212**

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

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

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

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

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

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

(d) Certificate holder address:

FAA, Contract Management Division, AMQ-240  
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

### **3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (JULY 2009)**

(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.

Terry McKenzie

Authorized Representative

CNT Aviation, LLC

Company Name

9/1/10

Date

### 3.2.2.3-39 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION -- MODIFICATIONS (JULY 2004)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or  
 (2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed \$25,000. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C) The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

#### CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [\*] are accurate, complete, and current as of [\*\*]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution [\*\*\* \_\_\_\_\_]

\*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

\*\* Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

\*\*\* Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

#### 3.2.4-16 ORDERING (OCT 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 during the effective period of the contract as stated in the Schedule.

(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 (OCT 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less \$5,000.00, 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 the estimated annual quantity identified in Schedule B;

(2) Any order for a combination of items in excess of the estimated annual quantity identified in Schedule B; 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 15 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.

### **3.2.4-20 INDEFINITE QUANTITY (JULY 1996)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) 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 September 30, 2015.

### **3.2.4-34 OPTION TO EXTEND SERVICES (APR 1996)**

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor no later than the expiration date of the current contract period; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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



(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 (FEBRUARY 2009)**

(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 (JULY 2008)

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 SEDB CONCERNS (JANUARY 2010)

- (a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)

concerns. As used herein, an "eligible SEDB" 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 submission of offer.

(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 small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) \_\_\_\_\_ [Offeror insert name here] will notify the applicable Contracting Officer 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 (APR 1996)

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

Employee class	Equivalent Pay Band	Monetary Wage-Fringe Benefits
Help Desk Specialist, IV	H	\$32.97
Help Desk Specialist, III	G	\$27.51
Help Desk Specialist, II	F	\$18.59
Help Desk Specialist, I	E	\$15.00
Office Automation Specialist, Level III	H	\$32.97
Office Automation Specialist, Level II	H	\$32.97
Office Automation Specialist, Level I	G	\$27.51
System Administrator, Level III	I	\$39.21
Systems Administrator, Level II	H	\$32.97
System Administrator, Level I	G	\$27.51

### 3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)

(a) Definitions:

"Coercion," as used in this clause, means:

- (i) Threats of serious harm to or physical restraint against any person;
- (ii) Any Scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (iii) The abuse or threatened abuse of the legal process.

"Commercial sex Act," as used in this clause, means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a

pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee," as used in this clause, means an employee of a contractor or subcontractor directly engaged in the performance of work under a FAA contract.

"Involuntary servitude," as used in this clause, means a condition of servitude induced by means of:

- (i) Any scheme, plan, or pattern intended to cause a person to believe that if the person did not enter into or continue in such conditions, that person or another person would suffer harm or physical restraint; or
- (ii) The abuse or threatened abuse of the legal process.

"Severe trafficking of persons," as used in this clause, means:

- (i) Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced has not attained 18 years of age; or
- (ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking," as used in this clause, means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) The contractor will establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking of persons, procurement of sexual acts, or use forced labor in the performance of this contract.

(c) The contractor will take action to ensure that all contractor and subcontractor employees are aware of laws, regulations, and policies, to include actions taken by the contractor if violated, regarding severe forms of trafficking of persons, procurement of sexual acts, or use of forced labor.

(d) The contractor must notify the contracting officer of:

- (1) Any information it receives that alleges an employee or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against the employee or subcontractor employee.

(e) In addition to other remedies available to the FAA, the contractor's failure to comply with the requirements of this clause may render the contractor subject to:

- (1) Required removal of a contractor or subcontractor employee from the performance of the contract;
- (2) Suspension of contract payments;
- (3) Loss of award fee for the period of noncompliance;
- (4) Termination for default; or
- (5) Suspension or debarment.

(f) The contractor must include the substance of this clause in all subcontracts for performance of

work under a FAA contract.

### **3.6.2-40 NONDISPLACEMENT OF QUALIFIED WORKERS (APRIL 2009)**

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is

threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

**3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JULY 2009)**

(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. Those designated risk levels are:

<u>Position</u>	<u>Risk Level</u>
Help Desk Specialist III and IV	5
Help Desk Specialist, I and II	1
Office Automation Specialist III	5
Office Automation Specialist I and II	1
System Administrator II and III	5
System Administrator I	1
Program Manager and Alternate	5

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

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. 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 following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category

(Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

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

Regional and Center Contracts:

Mike Monroney Aeronautical Center  
Manager, 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.

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

(e) The CO 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. Once action has been taken, the contractor will report the action to the CO and SSE.

(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) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and

identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO 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 paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in the theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO 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 direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) 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.

(m) 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. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

### **3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APRIL 2008)**

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources 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.

### **3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (JULY 2008)**

(a) It may become necessary for the Government to grant access to FAA systems or 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 and submit a request to terminate all user accounts on applicable FAA systems 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 and a request submitted for the termination of FAA system access 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, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$50 for each key, \$250 for each PIV Card, and \$250 for each vehicle decal lost, stolen, or 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 or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and AMC-700. 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 applicable Government facility 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 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: 6500 South MacArthur Blvd, Oklahoma City OK 73169. 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. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. 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 representative from AMC-700. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting the Pass and ID. Office at (405) 954-4620.

(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 media, including the PIV card, are returned to the SSE.

### **3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JULY 2008)**

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(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) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.

- (1) FedBizOpps can be found at [www.fbo.gov](http://www.fbo.gov).
- (2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
- (3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedBizOpps.
- (4) As FedBizOpps uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in CCR ([www.ccr.gov](http://www.ccr.gov)) prior to seeking access to SUI through FedBizOpps.
- (5) Instructions and guides on usage of FedBizOpps can be found at [www.fbo.gov](http://www.fbo.gov).

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

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

- 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)**
- 3.1.8-1 CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (OCT 2009)**
- 3.1.8-2 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 2000)**
- 3.2.2.3-29 INTEGRITY OF UNIT PRICES (JUL 2004)**
- 3.2.2.3-33 ORDER OF PRECEDENCE (FEBRUARY 2009)**
- 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FEB 2009)**
- 3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APRIL 2008)**
- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 1996)**
- 3.2.5-3 GRATUITIES OR GIFTS (JAN 1999)**
- 3.2.5-4 CONTINGENT FEES (OCT 1996)**
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 1996)**
- 3.2.5-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APR 1996)**
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)**
- 3.2.5-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**
- 3.2.5-14 DISPLAY OF HOTLINE POSTERS (APR 2008)**
- 3.3.1-5 PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS (APRIL 2001)**
- 3.3.1-8 EXTRAS (APR 1996)**
- 3.3.1-10 AVAILABILITY OF FUNDS (APRIL 1996)**
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APR 1996)**
- 3.3.1-17 PROMPT PAYMENT (SEP 2009)**
- 3.3.2-1 FAA COST PRINCIPLES (OCT 1996)**
- 3.4.1-10 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JULY 1996)**
- 3.4.1-12 INSURANCE (JULY 1996)**
- 3.4.2-6 TAXES—CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)**
- 3.5-1 AUTHORIZATION AND CONSENT (JANUARY 2009)**
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)**
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (FEBRUARY 2009)**
- 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (JANUARY 2010)**
- 3.6.1-9 MENTOR PROTÉGÉ PROGRAM (OCT 2006)**
- 3.6.1-11 MENTOR REQUIREMENTS AND EVALUATION (SEP 2006)**
- 3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JAN 2010)**
- 3.6.2-2 CONVICT LABOR (APRIL 1996)**
- 3.6.2-9 EQUAL OPPORTUNITY (AUG 1998)**
- 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 2007)**
- 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 (APR 2007)
- 3.6.2-28 SERVICE CONTRACT ACT OF 1965, AS AMENDED (APR 1996)
- 3.6.2-30 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (APRIL 1996)
- 3.6.2-35 PREVENTION OF SEXUAL HARRASSMENT (AUGUST 1998)
- 3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (SEP 2009)
- 3.6.3-16 DRUG FREE WORKPLACE (FEB 2009)
- 3.6.4-2 BUY AMERICAN ACT--SUPPLIES (JUL 1996)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2010)
- 3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (FEBRUARY 2009)
- 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)
- 3.8.2-11 CONTINUITY OF SERVICES – EXPIRING CONTRACTS (OCTOBER 2008)
- 3.9.1-1 CONTRACT DISPUTES (SEP 2009)
- 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)
- 3.10.1-7 BANKRUPTCY (APR 1996)
- 3.10.1-14 CHANGES—TIME AND MATERIALS OR LABOR HOURS (APRIL 1996)
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007)
- 3.10.2-3 SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (APRIL 1996)
- 3.10.2-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 1996)
- 3.10.3-1 DEFINITIONS (APRIL 2004)
- 3.10.3-2 GOVERNMENT PROPERTY-BASIC CLAUSE/ALTERNATE I (APRIL 2004)
- 3.10.3-2 GOVERNMENT PROPERTY-BASIC CLAUSE/ALTERNATE II (APRIL 2004)
- 3.10.6-3 TERMINATION (COST-REIMBURSEMENT) (OCTOBER 1996)
- 3.10.6-3 TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (OCTOBER 1996)
- 3.10.6-7 EXCUSABLE DELAYS (OCTOBER 1996)
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JAN 1999)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1.	Performance Work Statement V16a	08/12/2010	42
2.	Wage Determination Number 2005-2432, Rev 12	06/15/2010	10
3.	Contract Data Requirements List	11/02/2009	9
4.	GFE Listing	various	3
5.	ARC Office Automation Service Level Agreement	2009	16
6.	OAS Performance Measures	07/12/2010	10
7.	CSC Performance Measures	07/12/2010	6
8.	CSD Performance Measures	07/12/2010	2
9.	OAS Standard Desktop Config	03/01/2009	1
10.	EMS Operational Controls	various	8
11.	OSH Operational Controls	various	10