

2. CONTRACT NO. DTFAAC-05-D-00075	3. SCREENING INFORMATION REQUEST NO. DTFAAC-05- J0236	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 20 May 2005	6. REQUISITION/PURCHASE NO. (FAA Internal Use Only)
7. ISSUED BY NAS (AMQ-210) 8 South MacArthur Boulevard J. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) RESULTS NATIONAL CONTRACT MANAGEMENT SERVICES (AMQ-50) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933		

T&M (FIXED PRICED LABOR RATES) SOLICITATION ATO PROJECT

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received as specified in Section L or if hand carried, 6500 S. MACARTHUR BLVD. HQ BLDG, RM 215, OKLAHOMA CITY OK until 3:00 p.m. local time 20 MAY 2005
(Hour) (Date)

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

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: >	A. NAME TIMOTHY K. YOUNG, CONTRACTING OFFICER	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7819
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.
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	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
>	0 %	0 %	0 %	0 %

14. ACKNOWLEDGMENT OF AMENDMENTS <i>The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR ATAC Corporation 755 N. Mathilda Avenue, Suite 200 Sunnyvale, CA 94085-3511	15B. TELEPHONE NO. (Include area code) (408) 736-2822	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Charles E. Winkleman Vice President, Finance and Administration
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17. SIGNATURE 	18. OFFER DATE May 19, 2005
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED ALL ITEMS	20. AMOUNT Est. \$86,974,542.00	21. ACCOUNTING AND APPROPRIATION TO BE CITED ON INDIVIDUAL DELIVERY ORDERS
		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED)

24. ADMINISTERED BY (If other than Item 7) FAA, NAS Contract Management Team (AMQ-210) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932 OF CONTRACTING OFFICER (Type or print) TIMOTHY K. YOUNG	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE 03 AUG 2005
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SCREENING INFORMATION REQUEST
SECTION A
(continued)

CONTRACTOR NAME:

The area of consideration for this acquisition shall include only a *single source vendor* qualified under CLINs 001, 002, 003, AND 004, Results National Basic Ordering Agreement (DTFAAC-04-A-01421). It has been determined that it is in the best interest of the FAA to issue as a single source to:

ATAC CORPORATION
755 N MATHILDA AVE
STE 200
SUNNYVALE CA 94085-3511
POC: JOHN BOBICK
VOICE: 408-736-2822

The Federal Aviation Administration plans to acquire the services to perform tasks specified in the attached statement of work (SOW). The selection and subsequent award of the contract will be made based on a negotiated agreement with the single source vendor, ATAC Corporation, as specified in the Federal Aviation Administration Acquisition Toolbox (FAST).

The SIR consists of the following parts:

Section A	Cover Page (SF-33)
Part 1 - Section B	Supplies/Services & Price/Cost
Part 1 - Section C	Description/Specs/Work Statement
Part 1 - Section D	Packaging and Marking
Part 1 - Section E	Inspection and Acceptance
Part 1 - Section F	Delivery or Performance
Part 1 - Section G	Contract Administration Data
Part 1 - Section H	Special Contract Requirements
Part II - Section I	Contract Clauses
Part III - Section J	List of Attachments
Part IV - Section K	Representations, Certifications, and Other Statements of Offerors (Removed and Placed in the Contract File)
Part IV - Section L	Instructions, Conditions, and Notices to Offerors (Removed and Retained in the Contract File)
Part IV - Section M	Evaluation Factors and Award (Removed and Retained in the Contract File)

SCREENING INFORMATION REQUEST
SECTION B

SUPPLIES/SERVICES & PRICE/COST

The area of consideration for this acquisition shall include only **ATAC CORPORATION**, qualified vendor under CLINs 001, 002, 003, and 004 Results National Basic Ordering Agreement.

Pursuant to these CLIN's, the contractor shall furnish all personnel and other items or services, necessary to accomplish the services set forth below, in accordance with the attached Statement Of Work (SOW) and the other terms, conditions, and provisions as set forth herein, at the prices stated in the schedule. The Contractor shall provide all labor, transportation, equipment, materials, supplies, management, coordination, and supervision to perform services identified in Attachment 1, Statement of Work.

This effort will be awarded on a **Time and Material** basis with the Contractor providing the fully burdened labor rates as appropriate for this acquisition. **The contract may be incrementally funded. The contractor shall notify the Government when expenditures reach 75% of available funding.**

BASE PERIOD: Date of Award – 30 JUNE 06

GLIN	SUPPLIES/SERVICES	Total Est. Hours	Fully Burdened Rate	Total Est Price
0001	Labor Category			\$12,931,362
0001A	Project Manager	1,800	\$ [REDACTED]	\$ [REDACTED]
0001B	Senior Aviation Analyst	10,800	\$ [REDACTED]	\$ [REDACTED]
0001C	Senior Systems Engineer	9,000	\$ [REDACTED]	\$ [REDACTED]
0001D	Senior Software Engineer	9,000	\$ [REDACTED]	\$ [REDACTED]
0001E	Senior Hardware/Network Engineer	3,600	\$ [REDACTED]	\$ [REDACTED]
0001F	Senior Operations Support Engineer	3,600	\$ [REDACTED]	\$ [REDACTED]
0001G	Senior Air Traffic Specialist	5,400	\$ [REDACTED]	\$ [REDACTED]
0001H	Senior Aviation Operations Researcher	1,800	\$ [REDACTED]	\$ [REDACTED]
0001J	Senior Computer Programmer/Analyst	10,800	\$ [REDACTED]	\$ [REDACTED]
0001K	Senior Training/Documentation Specialist	1,800	\$ [REDACTED]	\$ [REDACTED]
0001L	Mid-Level Professional Project Staff	27,000	\$ [REDACTED]	\$ [REDACTED]
0001M	Junior Professional Project Staff	21,600	\$ [REDACTED]	\$ [REDACTED]
0001N	Project Support Staff	1,800	\$ [REDACTED]	\$ [REDACTED]
0002	MATERIALS AND SUBCONTRACTOR (EST.)			\$ 471,295
0003	TRAVEL (EST.)			\$ 34,572
0004	MISCELLANEOUS ODC (EST.)			\$ 163,660
	TOTAL EST. FOR BASE PERIOD			\$13,600,889

EXEMPTION 4

NOTE: The Offeror shall add/delete any labor categories that are appropriate for this acquisition when considering all aspects of the scope of work.

OPTION I: 1 JULY 06 - 30 JUNE 07

CLIN	SUPPLIES/SERVICES	Total Est. Hours	Fully Burdened Rate	Total Est Price
1001	Labor Category			\$16,667,172
1001A	Project Manager	1,800	\$ [REDACTED]	\$ [REDACTED]
1001B	Senior Aviation Analyst	12,600	\$ [REDACTED]	\$ [REDACTED]
1001C	Senior Systems Engineer	10,800	\$ [REDACTED]	\$ [REDACTED]
1001D	Senior Software Engineer	10,800	\$ [REDACTED]	\$ [REDACTED]
1001E	Senior Hardware/Network Engineer	3,600	\$ [REDACTED]	\$ [REDACTED]
1001F	Senior Operations Support Engineer	5,400	\$ [REDACTED]	\$ [REDACTED]
1001G	Senior Air Traffic Specialist	7,200	\$ [REDACTED]	\$ [REDACTED]
1001H	Senior Aviation Operations Researcher	3,600	\$ [REDACTED]	\$ [REDACTED]
1001J	Senior Computer Programmer/Analyst	10,800	\$ [REDACTED]	\$ [REDACTED]
1001K	Senior Training/Documentation Specialist	3,600	\$ [REDACTED]	\$ [REDACTED]
1001L	Mid-Level Professional Project Staff	34,000	\$ [REDACTED]	\$ [REDACTED]
1001M	Junior Professional Project Staff	28,800	\$ [REDACTED]	\$ [REDACTED]
1001N	Project Support Staff	1,800	\$ [REDACTED]	\$ [REDACTED]
1002	MATERIALS AND SUBCONTRACTOR (EST.)			\$ 569,525
1003	TRAVEL (EST.)			\$ 35,180
1004	MISCELLANEOUS ODC (EST.)			\$ 163,660
	TOTAL EST. OPTION I			\$17,435,537

EXEMPTION 4

NOTE: The Offeror shall add/delete any labor categories that are appropriate for this acquisition when considering all aspects of the scope of work

OPTION II: 1 JULY 07 - 30 JUNE 08

CLIN	SUPPLIES/SERVICES	Total Est. Hours	Fully Burdened Rate	Total Est Price
2001	Labor Category			\$17,250,318
2001A	Project Manager	1,800	\$ [REDACTED]	\$ [REDACTED]
2001B	Senior Aviation Analyst	12,600	\$ [REDACTED]	\$ [REDACTED]
2001C	Senior Systems Engineer	10,800	\$ [REDACTED]	\$ [REDACTED]
2001D	Senior Software Engineer	10,800	\$ [REDACTED]	\$ [REDACTED]
2001E	Senior Hardware/Network Engineer	3,600	\$ [REDACTED]	\$ [REDACTED]
2001F	Senior Operations Support Engineer	5,400	\$ [REDACTED]	\$ [REDACTED]
2001G	Senior Air Traffic Specialist	7,200	\$ [REDACTED]	\$ [REDACTED]
2001H	Senior Aviation Operations Researcher	3,600	\$ [REDACTED]	\$ [REDACTED]
2001J	Senior Computer Programmer/Analyst	10,800	\$ [REDACTED]	\$ [REDACTED]
2001K	Senior Training/Documentation Specialist	3,600	\$ [REDACTED]	\$ [REDACTED]
2001L	Mid-Level Professional Project Staff	34,000	\$ [REDACTED]	\$ [REDACTED]
2001M	Junior Professional Project Staff	28,800	\$ [REDACTED]	\$ [REDACTED]
2001N	Project Support Staff	1,800	\$ [REDACTED]	\$ [REDACTED]
2002	MATERIALS AND SUBCONTRACTOR (EST.)			\$ 582,065
2003	TRAVEL (EST.)			\$ 35,230
2004	MISCELLANEOUS ODC (EST.)			\$ 163,660
	TOTAL EST. OPTION II			\$18,031,273

EXEMPTION 4

NOTE: The Offeror shall add/delete any labor categories that are appropriate for this acquisition when considering all aspects of the scope of work

OPTION III: 1 JULY 08 - 30 JUNE 09

CLIN	SUPPLIES/SERVICES	Total Est. Hours	Fully Burdened Rate	Total Est Price
3001	Labor Category			\$17,854,020
3001A	Project Manager	1,800	\$ [REDACTED]	\$ [REDACTED]
3001B	Senior Aviation Analyst	12,600	\$ [REDACTED]	\$ [REDACTED]
3001C	Senior Systems Engineer	10,800	\$ [REDACTED]	\$ [REDACTED]
3001D	Senior Software Engineer	10,800	\$ [REDACTED]	\$ [REDACTED]
3001E	Senior Hardware/Network Engineer	3,600	\$ [REDACTED]	\$ [REDACTED]
3001F	Senior Operations Support Engineer	5,400	\$ [REDACTED]	\$ [REDACTED]
3001G	Senior Air Traffic Specialist	7,200	\$ [REDACTED]	\$ [REDACTED]
3001H	Senior Aviation Operations Researcher	3,600	\$ [REDACTED]	\$ [REDACTED]
3001J	Senior Computer Programmer/Analyst	10,800	\$ [REDACTED]	\$ [REDACTED]
3001K	Senior Training/Documentation Specialist	3,600	\$ [REDACTED]	\$ [REDACTED]
3001L	Mid-Level Professional Project Staff	34,000	\$ [REDACTED]	\$ [REDACTED]
3001M	Junior Professional Project Staff	28,800	\$ [REDACTED]	\$ [REDACTED]
3001N	Project Support Staff	1,800	\$ [REDACTED]	\$ [REDACTED]
3002	MATERIALS AND SUBCONTRACTOR (EST.)			\$ 585,200
3003	TRAVEL (EST.)			\$ 35,945
3004	MISCELLANEOUS ODC (EST.)			\$ 163,660
	TOTAL EST. OPTION III			\$18,638,825

EXEMPTION 4

NOTE: The Offeror shall add/delete any labor categories that are appropriate for this acquisition when considering all aspects of the scope of work

OPTION IV: 1 JULY 09 – 30 JUNE 2010

CLIN	SUPPLIES/SERVICES	Total Est. Hours	Fully Burdened Rate	Total Est Price
4001	Labor Category			\$18,479,034
4001A	Project Manager	1,800	\$ [REDACTED]	\$ [REDACTED]
4001B	Senior Aviation Analyst	12,600	\$ [REDACTED]	\$ [REDACTED]
4001C	Senior Systems Engineer	10,800	\$ [REDACTED]	\$ [REDACTED]
4001D	Senior Software Engineer	10,800	\$ [REDACTED]	\$ [REDACTED]
4001E	Senior Hardware/Network Engineer	3,600	\$ [REDACTED]	\$ [REDACTED]
4001F	Senior Operations Support Engineer	5,400	\$ [REDACTED]	\$ [REDACTED]
4001G	Senior Air Traffic Specialist	7,200	\$ [REDACTED]	\$ [REDACTED]
4001H	Senior Aviation Operations Researcher	3,600	\$ [REDACTED]	\$ [REDACTED]
4001J	Senior Computer Programmer/Analyst	10,800	\$ [REDACTED]	\$ [REDACTED]
4001K	Senior Training/Documentation Specialist	3,600	\$ [REDACTED]	\$ [REDACTED]
4001L	Mid-Level Professional Project Staff	34,000	\$ [REDACTED]	\$ [REDACTED]
4001M	Junior Professional Project Staff	28,800	\$ [REDACTED]	\$ [REDACTED]
4001N	Project Support Staff	1,800	\$ [REDACTED]	\$ [REDACTED]
4002	MATERIALS AND SUBCONTRACTOR (EST.)			\$ 589,380
4003	TRAVEL (EST.)			\$ 35,945
4004	MISCELLANEOUS ODC (EST.)			\$ 163,660
	TOTAL EST. OPTION IV			\$19,268,019

EXEMPTION 4

NOTE: The Offeror shall add/delete any labor categories that are appropriate for this acquisition when considering all aspects of the scope of work

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

C.1 Scope of Work

The Federal Aviation Administration intends to purchase the supplies/services, as listed in the schedule, and further described in the attached Statement of Work (SOW) (Atch 1).

**C.2 Emergency Situations and Exercises during Contract Performance
(September 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**

D.1 Preservation, Packaging, Packing, and Marking

(a) Unless otherwise specified in contracts (orders) issued, the preservation, packaging, packing, and marking instructions noted in paragraphs (b) and (c) below apply.

(b) Preservation, packaging, and packing shall be in accordance with the industry's standard commercial practices to protect from contamination and damage.

- (c) The outside of the shipping container shall be marked with the following information:
- (1) FAA Basic Ordering Agreement number and applicable contract (order) number under which the item(s) is being delivered;
 - (2) Contractor's name and address;
 - (3) List of contents; and,
 - (4) Name and routing symbol of the person to whom the deliverable is being sent.

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

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

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

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

E.1 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 3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)

E.2 The Government reserves the right to hold unannounced visits to corporate and test facilities for the purpose of quality control inspections. These visits shall be conducted on a non-interfering basis.

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

F.1 Period Of Performance

The period of performance for this effort shall begin Date of Award – 30 June 2006, with FOUR 1-yr options to be exercised at the Government's discretion.

F.2 Deliverables

The contractor shall provide deliverables as specified in SOW or as otherwise mutually agreed.

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 Accelerated Delivery (January 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

F.6 Delivery Schedule

All deliverables shall be in accordance with the provisions defined by the Individual task/delivery orders issued during the term of the specific contract (order).

F.7 Place of Performance

The principal place of performance shall be as designated in individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order). It is anticipated that the primary place of performance will be at Contractor's sites/locations.

F.8 FOB Destination

All Contractor deliverables shall be shipped F.O.B. destination to the designated address specified in individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order).

F.9 Delivery and Quality of Performance

All work performed under individual contracts (orders) issued, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), shall be at the highest quality applicable and delivered according to schedule. The contractor shall perform and deliver the highest quality products and services according to the requirements of the contract (order). Customer satisfaction is of paramount importance to the success of the RESULTS program. At the end of each contract (order), customer satisfaction surveys may be used to determine the level of customer satisfaction with performance and delivery of the products and services. Customer satisfaction surveys, quality performances, and on-time deliveries may be used as evaluation criteria for the FAA in performance reviews of each vendor on the NQVL. Vendors whose evaluations indicate substandard performance may be denied further issuance of contracts (orders) and may be removed from the NQVL. Where contracts (orders) specify segmented, phased, or staged requirements, deliverables and/or periods of performance, the contractor shall plan and execute work according to the contract (order) and/or subsequent Contracting Officer direction.

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

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

3.10.1-9 Stop-Work Order (October 1996)

3.11-34 FOB Destination (April 1999)

**PART I - SECTION G
CONTRACT ADMINISTRATION DATA**

G.1 Option to Extend Services (January 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 Incremental Funding (January 1997) (Rev) CLA.2604

(a) The Government reserves the right to incrementally fund individual contracts (orders), except for fixed-price contracts (orders), awarded 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) Task/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 (order) should additional funds not be available to continue performance under the contract (order).

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

G.3 Warranty - Commercial Products and Services (January 1997) (Rev) CLA.4529

The contractor's standard commercial warranty shall be deemed to be a part of individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of the Uniform Commercial Code (UCC) Article 2 shall apply.

G.4 Deliveries to FAA Facilities

(a) Security procedures at FAA facilities may require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This can affect mail and other deliveries destined for all organizations located on FAA 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 such inspections and handle items in a careful manner so as to avoid damage or delay.

(b) These inspections are 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 inspections 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.

G.5 GOVERNMENT CONTACTS FOR CONTRACT ADMINISTRATION

The Office of Primary Responsibility (OPR) is AML-50.

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

(1) FAA Contracting Officer:
Timothy K. Young, CFCM/CPCM
AML-50
6500 S. MacArthur Blvd
Oklahoma City, Oklahoma 73169
Phone: (405) 954-7819
FAX: (405) 954-3111

(2) FAA Contracting Officer's Technical Representative:
RICHARD NEHL (ASC-200)
800 INDEPENDENCE AVE SW
WASHINGTON DC 20591
VOICE: 202-267-8788
FAX: 202-267-5767

G.6 Payment Address

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

G.7 Invoicing Procedures - General

(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 through RESULTS OnLine for (1) each month of performance of services, and/or (2) those items of supplies furnished.*

NOTE: For any problems experienced using RESULTS OnLine, contact Results National Contracting Service, AML-50, at 405-954-1440, or the Contracting Officer.

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

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

(c) In addition to the electronic submission of the above, hardcopies of all levels to include Level 3 below should be sent via mail to the Contracting Officer at the following address:

(Contracting Officer's Name)
RESULTS National Contracting Service, AML-50
Headquarters Building, Room 215
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

- (d) The following additional data must be submitted with the final invoice regardless of contract type:
- (1) Contractor's assignment of refund, rebates, and credits.
 - (2) Contractor's release.

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

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

- | | |
|---------------------------------------|--|
| (1) Firm-Fixed Price: | Level one only required. |
| (2) Time-and-Material and Labor-Hour: | Levels one and two for material and travel ONLY. |
| (3) Cost Reimbursable: | Levels one and two. |
| (4) IDIQ or ID/Reqmts: | Levels one and two. |

G.8 Hours of Work, Government Holidays, and Other Government Days Off

(a) The FAA normally observes a five-day workweek, with hours of operation of 8:00 A.M. to 4:30 P.M. The normal workday is 8 hours, plus 1/2 hour for lunch. The contractor shall observe and schedule work hours of personnel as designated in individual contracts (orders), and as further defined by the individual task/delivery orders issued during the term of the specific contract (order).

(b) The Government observes only the holidays listed below:

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

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

G.9 Reporting and Reports of Problems

(a) Contract Administration Reporting: The contractor may be required to submit monthly contract administration information to the CO, COTR, and the TOR associated with each individual contract (order) awarded, and the individual task/delivery orders issued during the term of the specific contract (order). The monthly contract administration report shall include at least the following information: (1) Contractor name, team members and/or subcontractors, if applicable; (2) date of the report and reporting period; (3) a cumulative list of all awarded task/delivery orders; (4) the team member or subcontractor(s) providing the majority of the work; (5) the date of the task /delivery orders' award; (6) period of performance and completion date if applicable; (7) total dollar value and amount invoiced to date for each task/delivery order; and, (8) the cumulative dollar value of awards to date (including all team members or subcontractor(s).) The report shall also contain a narrative identifying and discussing the status and or disposition of known or potential problems and/or issues. The Government, at its discretion, may require meetings with the contractor and/or additional information as specified in individual contracts (orders) awarded, and as further defined by the individual task/delivery orders issued during the term of the specific contract (order).

(b) Performance and Cost Management Monitoring and Reporting: The contractor shall establish and maintain a performance and cost management monitoring and reporting system to schedule and track individual contracts (orders) awarded, and the individual task/delivery orders issued during the term of the specific contract (order), their performance, and related costs. The system shall identify individual contracts (orders) awarded and the individual task/delivery orders issued during the term of the specific contract (order), and segments of task/delivery order work (sub-task level) at a level which includes the following minimum data: (1) a start date; (2) significant milestones; (3) estimated sub-task completion dates; and, (4) a brief narrative regarding the status for each segment (particularly work that is behind schedule or has additional cost implications) and actual completion dates. The system shall also show, for each individual contract (order) awarded, and the individual task/delivery orders issued during the term of the specific contract (order), staff resources by name of individual performing the services, their labor category, location and hours charged (shown daily, weekly and monthly), any travel completed and/or other costs billed to the Government. Constraints and interdependencies among sub-tasks and/or milestones will be identified.

(1) The contractor's performance scheduling and reporting system for the individual contracts (orders) awarded and the individual task/delivery orders issued during the term of the specific contract (order), shall be maintained current, including all data items specified herein, and information provided to the Government, through direct access, media or hard copy as required in the individual task order. The Government reserves the right at its discretion and cost, to review and/or audit the contractor's performance and cost management monitoring and reporting system and its information. The contractors shall participate with the Government in at least a quarterly review, if necessary, at a time and location of the Government's choice. Quarterly reviews will be used to help monitor, and improve where necessary, task order performance.

(c) Immediate Issue/Problem Reporting: In addition to the reporting specified above and required in the individual contracts (orders) awarded, and the individual task/delivery orders issued during the term of the specific contract (order), the contractor shall bring actual or potential problems to the attention of the Contracting Officer and/or COTR/TOR as soon as they are known. Oral reports of issues and/or problems shall be followed by written narrative reports to the Contracting Officer within 10 working days, with copies to the COTR and TOR.

(d) Reporting Format: All reports identified in this part shall be provided to both the CO and COTR via e-mail. All reports shall be due no later than 15 working days of the month following the period for which they are reporting.

G.10 Work at Risk is Prohibited

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

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

**PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 Notification Of Criminal Activity By Contract Employee (JUL 2001)

CLA.0069

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

H.2 Requirement for Screening of Contractor Personnel (June 2001)

CLA.1262

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

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

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

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

(b) Government Screening Standards for Contractor Personnel.

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

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.1D). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

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

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

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

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

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

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

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

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

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

H.3 FAA Facility Regulations (July 2001)

CLA.3402

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

H.4 Government-Issued Keys/Identification Badges and Vehicle Decals (December 2002) (Rev)

CLA.3403

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

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

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

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

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

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COTR, the responsible FAA Servicing Security Element, and the responsible facility management office, if applicable.

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

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under Clause entitled 3.14-2 Contractor Personnel Suitability Requirements.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled 3.14-2 Contractor Personnel Suitability Requirements, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the responsible FAA Servicing Security Element, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to the appropriate FAA address. The contractor will be notified when the DOT 1681 has been approved and is ready for processing. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the responsible FAA Servicing Security Element.

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

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract personnel. Final clearance will be accomplished by close of business the final workday of the contract employee or the next day under special conditions. Applicable Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and the responsible FAA Servicing Security Element after completion.

H.5 Reimbursement of Travel Costs (January 2002) (Rev)

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 FAA 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 or Contracting Officer's Technical Representative before travel costs are charged as a direct contract cost. Individual shall separately identify transportation, lodging and subsistence expenses, by trip for reimbursement. Proof of the contractor's actual purchase price is required for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements shall not exceed lodging, subsistence or per diem and other rates authorized for the travel destination by the Federal Travel Regulations, FTR as amended, issued by the General Services Administration (GSA) and maintained on their Website. 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 GSA transportation rates in effect at the time the travel is accomplished, plus necessary tolls in lieu of actual expenses of such travel.

(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, Government shut downs, employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to Government cost principles, i.e. allowable, reasonable and allocable requirements.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit. Nominal handling charges for reservations, tickets, and receipts 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.6 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.7 Security Forms Submittal Requirements (December 2002)

CLA.4545

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled 3.14-2 Contractor Personnel Suitability Requirements) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

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

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

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

H.8 Qualifications of Employees (December 2002)

CLA.4552

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.9 Security – Unescorted Access Only (September 2003)(Rev)

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

Position	Risk Level
Project Manager	Moderate
Senior Aviation Analyst	Low
Senior Systems Engineer	Moderate
Senior Software Engineer	Low
Senior Hardware/Network Engineer	Moderate
Senior Operations Support Engineer	Low
Senior Air Traffic Specialist	Low
Senior Aviation Operations Researcher	Low
Senior Computer Programmer/Analyst	Low
Senior Training/Documentation Specialist	Low
Mid-Level Professional Project Staff	Low
Junior Professional Project Staff	Low
Project Support Staff	Low

(To be specified in individual contracts (orders) issued. If not otherwise specified, a moderate risk level will be assumed for all positions.)

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

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

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

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

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to the responsible FAA Servicing Security Element.

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

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

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

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

(To be specified in individual contracts (orders) issued. If not otherwise specified, "NONE" will be assumed.)

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

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

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

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

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

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

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

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-l, and 409 of FAA Order 1600.72 do not apply.

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

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

H.10 Cost Accountability

All costs, direct and indirect, which are incurred by the contractor under individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order), shall be segregated by each individual task/delivery order. The contractor shall establish separate job cost work order accounts with identifying numbers for each assigned task/delivery order, and shall record all incurred costs in the appropriate task/delivery order account. Costs shall not be commingled among multiple task/delivery orders.

H.11 Teaming and Subcontracts

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

(b) The offeror awarded the contract (order) for the team is the team lead or prime Contractor. Prime means the firm awarded the contract (order) for each CLIN on behalf of the team who shall be responsible for all performance on the individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract

(order). The prime will be the Government's single point of contact and representative for the team, including contracts (orders) with a subcontracting waiver, overall administration and reporting, all contract (order) billing and receipt of payments, and other applicable activities.

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

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

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

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

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

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

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

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

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

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

H.12 Organizational Conflict of Interest

(a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAAMS, Organizational Conflicts of Interest, or that the contractor has disclosed all such relevant information.

(b) The contractor agrees that if an actual or potential OCI is discovered after contract (order) award, the contractor shall make a full disclosure in writing to the Contracting Officer within five (5) business days of discovery. This disclosure shall include a description of actions, which the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

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

(d) The contractor further agrees to insert provisions that shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.13 Access to Government Property and Facilities

(a) As part of this effort, the contractor shall be working and attending meetings at Government facilities and field facilities. Therefore, the contractor shall be granted ingress and egress to the facilities at all times during normal working hours to obtain information necessary for performance of individual contracts (orders) awarded, as further defined by the individual task/delivery orders issued during the term of the specific contract (order).

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

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

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

H.14 Confidentiality of Data and Information

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

(1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and (2) Use for any purpose, other than the performance of the contract (order), that data which bears a restrictive marking or legend.

(b) In the event the work required to be performed under the contract (order) require access to proprietary data of other companies, the contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

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

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

H.15 Non-Personal Services

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

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

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

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

H.16 Changes in Skill Mix and Places of Performance

It is understood that the mix of labor classifications provided by the contractor under each contract (order), as well as the distribution of the effort among these classifications, may vary considerably from the initial mix and distribution of effort that was estimated by the Government or proposed by the contractor. Such variances in the mix of skills actually utilized and in the

distribution of effort among labor classifications, or in places of performance (i.e., the regional distribution of the effort), shall not be cause for any adjustment in the fixed fee of any contract (order) or for any adjustment of estimated labor hours specified for any individual task/delivery orders issued during the term of the specific contract (order) performance period.

H.17 Conflicts of Interest for CLINs 1 and 2

(a) A potential significant conflict of interest exists when the nature of the work to be performed under CLINs 1 and 2 of the BOA may result in an unfair competitive advantage to the contractor, or impair the contractor's objectivity in performing the work. An unfair competitive advantage may arise from a company having access to information concerning the procurement prior to other competitors or by having access to information related to the Federal Aviation Administration's deliberative acquisition process, or information that is proprietary, or otherwise privileged. An impaired ability to objectively perform the work may arise from a company's ability under the contract (order), to evaluate its own work or to favor its own products or capabilities. Task/delivery orders may be issued to the contractor during performance, which could require the contractor to perform tasks that may create a potential conflict of interest.

(b) In the event that a contract (order), or subsequent task/delivery order, is issued to the contractor that would require activity that would create a potential conflict of interest, the contractor shall:

- (1) Notify the Contracting Officer of the potential conflict, and;
- (2) Recommend to the Agency an alternate tasking approach which would avoid the potential conflict, or;
- (3) Present for approval a conflict of interest mitigation plan that will:

(i) Describe the task that creates the potential conflict of interest;

(ii) Outline in detail the actions to be taken by the contractor or the Government in the performance of the task to mitigate the conflict e.g., limited access to information, or other acceptable means.

(4) The contractor shall not commence work on a contract (order), or task/delivery order, related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

(c) This provision shall apply to all team members and subcontractors, at any tier.

(d) If the Contracting Officer determines that it is in the best interest of the Government to issue a contract (order), or task/delivery order, notwithstanding a conflict of interest, a request for waiver shall be submitted accordingly.

H.18 Employment/Retention Plan

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

H.19 Key Personnel and Lines of Communication (also see Statement of Work)

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

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

(c) Required personnel assigned to each contract (order) will be mutually agreed on between the Government and the contractor, (e.g. Program Manager, Senior Technical Representative, etc.). Any replacement of required individual positions on the contract (order) must be approved in advance by the Government Contracting Officer before assignment.

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

H.20 Use of Electronic RESULTS On Line (ROL)

The RESULTS contract will be implemented using electronic ROL to the fullest extent practicable. Initially electronic ROL information will be exchanged in the contract (order) and administration processes. As time and technology allow, advances in electronic ROL are expected to be implemented by the Government. By execution of this contract, the contractor agrees to actively cooperate with the Government in its use and upgrade of ROL technologies. All costs on the contractor's part, to maintain compatibility with the Government shall be at the contractor's expense and shall not be charged to the Government as a direct charge of any type.

H.21 Promotional Information

(a) As a part of their proposal and subsequent award, the contractor shall provide and maintain current promotional materials concerning the contracts (orders), their team, and their team capabilities. To protect the government's interest in assuring accuracy and consistency in the promotion of the RESULTS BOA, all promotional information, presentations, representations, and/or publicity shall be reviewed and approved by the COTR prior to distribution, presentation, or publication.

(b) Contractors shall submit promotional information/materials to the COTR in electronic media as applicable. The submission shall include a transmittal letter identifying the use, audience, and/or distribution intended for the promotional information/materials. The Government will strive to act on promotional information review requests as promptly as possible.

H.22 Government Data Rights Option Clause

[REDACTED]

[REDACTED]

B. Terms and Conditions:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXEMPTION 4

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

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

3.14-5 Sensitive Unclassified Information (SUI) (April 2003)

PART II - SECTION I
CONTRACT CLAUSES

3.2.2.3-39 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (June 1999)

Exceptions from cost or pricing data.

(a) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments on the date of the agreement on price or date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

- (1) Information relative to an exception granted for prior or repetitive acquisitions.
- (2) Catalog price information as follows:
 - (i) Attach a copy of or identify the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being made.
 - (ii) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller.
 - (iii) Additionally, for each catalog item that exceeds [CO to insert extended value - not unit price], provide evidence of substantial sales to the general public. This may include sales order, contract, shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered price and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror shall indicate how the proposed price relates to the price of such recent sales in quantities similar to the proposed quantities.
- (3) Market price information. Include the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. The nature of the market should be described. The supply or service being purchased should be the same as or similar to the market price supply or service. Data supporting substantial sales to the general public is also required.
- (4) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (5) Information on modifications of contracts or subcontracts for commercial items.
 - (i) If (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation; and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
 - (ii) For a commercial items, the Contractor may provide information on prices at which the same item or similar items have been sold in the commercial market.

(b) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. Access does not extend to cost or price information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(c) By submitting information to qualify for an exception, an offeror is not representing that this is the only exception that may apply.

(d) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data as specified in the Appendix to Toolbox Guidance Section T.3.2.3, "Cost and Pricing Methodology".

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data as described in the Appendix to Toolbox Guidance Section 3.2.3, "Cost and Price Methodology".

3.2.2.3-75 Requests for Contract Information (April 2002)

Any contract resulting from this SIR will be considered a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, all information contained in the contract, including unit price, hourly rates and their extensions, may be released to the public upon request. Offerors are therefore urged to mark any sensitive documents submitted as a result of this Screening Information Request SIR that may be deemed as trade secrets, proprietary information, or privileged or confidential financial information.

3.2.4-16 Ordering (October 1996)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through **30 JUNE 2010**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-17 Order Limitations (October 1996)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, 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 **amount funded**;
 - (2) Any order for a combination of items in excess of **amount funded**; or
 - (3) A series of orders from the same ordering office within **10** 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 **2 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

3.2.4-19 Requirements (October 1996)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 JUNE 2011**.

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 **30 JUNE 2011**.

3.2.4-34 Option to Extend Services (April 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 **within 10 days of contract expiration** 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 60 months.

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond **30 JUNE 06**. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond **30 JUNE 06**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.9.1-2 Protest After Award (August 1997)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

1.1 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.

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

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

3.2.2.3-33	Order of Precedence (January 1999)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
3.2.4-16/alt1	Ordering Alternate I (October 1996)
3.2.4-19/alt1	Requirements Alternate I (October 1996)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-5/alt3	Payments Under Time-and-Materials and Labor-Hour Contracts (April 2001)
3.3.1-6	Discounts for Prompt Payments (April 1996)
3.3.1-14	Limitation of Funds (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (January 2003)
3.3.1-25	Mandatory Information for Electronic Funds Transfer Payment (June 2001)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.1-10	Insurance--Work on a Government Installation (July 1996)
3.4.1-12	Insurance (July 1996)
3.5-13/alt 3	Rights in Data-General (October 1996)
3.5-18	Commercial Computer Software-Restricted Rights (Oct 1996)
3.6.1-3	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (September 2001)
3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
3.6.2-13	Affirmative Action for Handicapped Workers (April 2000)
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
3.6.3-2	Clean Air and Clean Water (April 1996)
3.6.3-16	Drug Free Workplace (January 2004)
3.6.4-10	Restrictions on Certain Foreign Purchases (April 1996)
3.7-1	Privacy Act Notification (October 1996)
3.7-2	Privacy Act (October 1996)
3.8.4-5	Government Supply Sources (April 1996)
3.9.1-1	Contract Disputes (November 2002)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-14	Changes--Time and Materials or Labor Hours (April 1996)
3.10.1-24	Notice of Delay (November 1997)
3.10.1-25	Novation and Change-Of-Name Agreements (January 2003)
3.10.2-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
3.10.3-1	Definitions (December 1997)
3.10.6-3/alt4	Termination (Cost-Reimbursement) Alternate IV (October 1996)

PART III - SECTION J
LIST OF ATTACHMENTS

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FEDERAL AVIATION ADMINISTRATION
ATTACHMENT I
STATEMENT OF WORK

for

Engineering, Technical and Analytical Services to Support
FAA's ATO Office of Operations Planning Performance Analysis

24 FEB 2005

The Contractor shall furnish all professional and technical expertise, materials, facilities, labor and services as may be required to accomplish the requirements set forth in this statement of work and further defined in individual task orders to be issued within the scope of work which includes engineering, technical, analytical, and planning support.

1. INTRODUCTION

The Federal Aviation Administration (FAA) has ongoing programs aimed at monitoring, measuring, and improving the operational performance, capacity and efficiency of the National Airspace System (NAS) in a safe and environmentally sound manner. The purpose of this procurement is to obtain Contractor support for engineering, technical, analytical, and planning assistance to support these programs. In particular, these support efforts are required by the Operations Planning Performance Analysis Directorate of the FAA Air Traffic Organization (ATO), where the responsibility for performing, overseeing, and coordinating many of these programs currently resides. The scope of work and the supplies and services to be furnished by the Contractor are specified below.

2. Scope of Work

The Contractor shall provide engineering, technical, analytical, and planning assistance in support of the FAA's programs associated with monitoring, measuring, and improving the operational performance, capacity and efficiency of the National Airspace System (NAS) in a safe and environmentally sound manner. The Contractor shall furnish and/or make available all personnel, supplies, equipment, materials, data, facilities, and services to accomplish Individual task orders, except for any of the foregoing that may be furnished by the Government. The services provided shall include the development, installation, operation and support of NAS computer hardware/software systems; conduct of studies, analyses, evaluations, and planning efforts; development and application of analytical methodologies, tools, models, and simulations; design, monitoring, testing, and evaluating of existing or advanced NAS operations, components, and tools; and support of program activities. The Contractor support requirements may involve technological, operational, procedural, and facility aspects of the air traffic system, including system users, providers, and consumers.

3. Supplies and Services

- a. All work under this contract shall be assigned, controlled, managed, and accounted for by Government-issued task orders.
- b. The Contractor shall provide sufficient personnel, both in number and qualifications, to perform work described herein and specified in the task orders.
- c. The Contractor shall provide sufficient oversight of the contract in order to ensure that:
 - (1) All personnel are functioning within their designated labor categories and at acceptable levels of performance.
 - (2) All activities performed are covered by applicable task orders and related to the scope of this contract.
 - (3) Staff positions are filled promptly and kept filled with qualified, competent personnel. It is the Government's understanding that staffing with qualified personnel is a corporate responsibility rather than a project responsibility.
 - (4) All Contractor personnel are performing their designated assignments in a timely manner and all reporting requirements are honored.
- d. Task orders will be of variable scope and duration and may require concurrent efforts. To accomplish the overall objectives of this Statement of Work, specific task orders may be issued in the following task areas.

(1) Task Area 1 -- Operational Support of Federal Aviation Administration Computer Hardware/Software Systems

Work in this area shall include, but not be limited to, the following:

(i) Design, develop, install, operate and support computer hardware/software systems in air traffic control (ATC) facilities or other offices to support FAA ATO requirements for data acquisition and analysis for such needs as operations monitoring, performance measurement and reporting, operations planning, decision support, etc.

(ii) Operate, maintain and support the Performance Data Analysis Reporting System (PDARS) installed in FAA ATC facilities, including responsibilities for network monitoring and failure recovery, data quality assurance, software and hardware maintenance, user training, and application assistance, documentation updating, and user information exchange activities.

(iii) Expand the PDARS network to additional ATC facilities per FAA's implementation plan, including responsibilities for coordinating the installation of communication lines, assisting in user needs assessments, computer system integration and customization, equipment installation, testing, and transition.

(iv) Develop and maintain software components to "tap" air traffic data from ATC computers in FAA Air Route Traffic Control Centers and Terminal Radar Approach Control, or other facilities.

(2) Task Area 2 - Studies, Analyses, and Evaluations

Work in this area shall include, but not be limited to, the following:

(i) Conduct airport and airspace capacity/delay/performance studies to establish the current status, and determine the need for and impacts of potential enhancements.

(ii) Conduct studies and analyses of airport and/or airspace systems to identify performance/capacity deficiencies or limitations and develop alternatives to address and alleviate these constraints.

(iii) Apply state-of-the art computer methodologies, tools, models, and simulations to evaluate existing air traffic operations and options for improving airport/airspace/system capacity, efficiency, or performance.

(iv) Design, evaluate, and/or analyze air traffic system alternatives, which may involve technological, operational, procedural, and facility aspects of the air traffic system, including system users, providers, and consumers of air traffic services.

(v) Conduct evaluations of performance of air traffic systems, including existing baseline operations and tests of advanced systems, concepts, procedures and technologies.

(vi) Perform operational, technical, and feasibility assessments of air traffic system alternatives, including capacity, delay, operating cost, traffic loading, environmental, and economic factors.

(vii) Conduct aviation-related studies that may be generic in nature, site-specific, multi-modal, or innovative in concept to establish feasibility, viability, marketability or benefit-cost effectiveness.

(3) Task Area 3 - Computer Tool Development

Work in this area shall include, but not be limited to, the following:

(i) Assist in establishing the requirements and specifications for and functionality of computer-based tools, including data analyzers, models, and simulations, to meet FAA needs.

(ii) Assist in evaluating, verifying, and validating existing or proposed computer models and simulations.

(iii) Modify or refine existing computer methodologies, models, and simulations to provide enhanced capabilities needed by the FAA, including such models as the Integrated Noise Model (INM) and the Airport and Airspace Simulation Model (SIMMOD).

(iv) Design and develop computer-based methodologies, models, simulations, and decision aids related to aviation systems, including (but not limited to) operations, performance, control, management, environmental, economic, and safety aspects.

(v) Design, develop, and implement computer tools for collecting and analyzing data for monitoring, testing, and evaluating existing or advanced NAS operations, components, and air traffic control/management tools.

(4) Task Area 4 - Program Support

Work in this area shall include, but not limited to, the following:

- (i) Perform evaluations, assessments, and benefit-cost/tradeoff analyses of ongoing or proposed programs and/or projects.
- (ii) Provide technical assistance, including development and implementation of operational concepts, formulation of schedules and resource requirements, system engineering studies, case file preparation, preparation of plans, and general analytical and technical support.
- (iii) Provide assistance to the FAA's ATO Office of Operations Planning Performance Analysis in performing its responsibilities for planning, definition, oversight, and policy formulation.
- (iv) Provide computer tool capabilities to meet requirements for program demonstrations, analyses and evaluations.
- (v) Provide engineering, technical, analytical, and planning assistance not specifically stipulated above, as mutually agreed upon by the FAA and Contractor.

The Contractor shall complete task assignments in a thorough and timely manner, and *prepare written documentation of the accomplishments*. The FAA requirements in accomplishing task assignments demands that the Contractor's engineering, technical and analytical assistance be of the highest quality. The level of expertise, experience, and demonstrated performance of Contractor personnel providing the services must be at a level to ensure the required high-quality support.

e. The Contractor shall perform each task assignment using a mix of personnel appropriate for accomplishing each task order assignment. The Contractor shall have available a technical staff qualified in the following fields of knowledge. It is unlikely that all of the following fields will be utilized on any given task order.

- (1) Computer System Design/Engineering
- (2) Computer System Development/Programming
- (3) Computer System Integration/Installation
- (4) Computer Networking
- (5) Computer System Training/Documentation
- (6) Systems/Operations Analysis
- (7) Operations Research
- (8) Air Traffic Control Analysis
- (9) Cost/Benefit Analysis
- (10) Aviation Data Analysis
- (11) Computer Modeling and Simulation
- (12) Planning and Policy Analysis
- (13) Mathematical and Statistical Analysis
- (14) Program Planning and Evaluation

4. Period of Performance

The contract period of performance shall become effective upon execution of the contract by the Contracting Officer. The contract period of performance is for a one-year base period plus four one-year options.

5. Place of Performance

Services to be performed under this contract shall be conducted at Contractor's sites. The Contractor shall provide all necessary facilities, personnel, and equipment to perform the work under this contract. Some installation effort will be performed on site at FAA facilities, which will require the appropriate personnel to have the proper security clearances prior to performance of the work.

6. Deliverables and Delivery Schedule

Specific deliverables and specific due dates are to be established in writing upon issuance of each task order. The Contractor shall meet all deliverable and due date requirements for each task order. As a **minimum**, the Contractor shall submit the following deliverables:

a. **Progress Reports.** The Contractor shall submit written *monthly progress reports* to the FAA. These reports, which are to be in letterform, shall outline progress of work in the reporting period, plans for future work, financial status, and any technical, scheduling, or financial problems that have arisen along with any potential solutions. Two copies of each progress report shall be submitted to the COTR, and one copy to the Contracting Officer. These progress reports shall be due only in months when the Contractor has been engaged in specific work under the contract. Each report shall be submitted not later than 15 calendar days after the end of the calendar month for which a report is due.

b. **Progress Briefings.** The Contractor shall provide briefings on an *as-needed basis* and as specified under each task order to keep the FAA informed on the progress of the work efforts.

c. Documentation. The Contractor shall provide written documentation of any analytical work accomplished or software development efforts completed in a task order, in accordance with individual task order specifications.

7. Key Personnel

The Contractor shall supply labor resources to accomplish task orders from the following labor categories. Resumes in the quantity cited, will be submitted in accordance with Section L of this solicitation.

Project Manager (1)
Senior Aviation Analyst (8)
Senior Systems Engineer (6)
Senior Software Engineer (6)
Senior Hardware/Network Engineer (2)
Senior Operations Support Engineer (2)
Senior Air Traffic Specialist (4)
Senior Aviation Operations Researcher (2)
Senior Computer Programmer/Analyst (8)
Senior Training/Documentation Specialist (2)
Mid-Level Professional Project Staff (15)
Junior Professional Project Staff (12)
Project Support Staff. (1)

REMARKS: Pertains to all service contracts where seeking access to any Federal Aviation Administration (FAA) facility, FAA resources or FAA sensitive information/systems in performance of the contract. (See BOA Clause H.3, Requirement for Screening of Contractor Personnel)

ATTACHMENT 2
SCREENING STANDARDS-CONTRACTOR
(JUL 2001)

1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;
5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

REMARKS: Pertains to all service contracts where seeking access to any Federal Aviation Administration (FAA) facility, FAA resources or FAA sensitive information/systems in performance of the contract. (See BOA Clause H.3, Requirement for Screening of Contractor Personnel)

ATTACHMENT 3

***ADJUDICATIVE STANDARDS: ISSUES**

(JUL 2001)

Major issues or conduct which standing alone would be disqualifying under suitability, for any position is a conviction record within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more convictions or a combination of two or more issues of any or all of the items listed below.

1. **Issues related to use or possession of intoxicants:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.
2. **Issues related to illegal use/possession of controlled substances or marijuana:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.
3. **Issues related to financial responsibility:**
Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.
4. **Issues related to immoral conduct:**
Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.
5. **Issues related to honesty:**
Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.
6. **Issues related to disruptive or violent behavior:**
Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.
7. **Issues related to termination or forced resignation:**
Pattern of unemployability based on misconduct or delinquency as reflected in employment history.
8. **Issues related to firearms/weapons:**
Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.
9. **Miscellaneous issues:**
Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.

ATTACHMENT 5

ATAC STANDARD WARRANTY

ATAC'S STANDARD WARRANTY: ATAC warrants that the services provided shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature. The exclusive remedy for breach of the foregoing warranty shall be that ATAC, at its own expense, and in response to written notice of a warranty claim by the Government within 90 days after performance of the services at issue, shall at its own option, either (1) re-perform the services to conform to this standard; or (2) refund to the Government amounts paid for non-conforming services. (Note: ATAC offers no warranty whatsoever on any third-party equipment, materials, software, etc. procured and/or supplied to the Government. However, any warranties offered by third-party suppliers on such items will be passed to the Government.)