

| | | | | | |
|---|--|--|---|-----------|----|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING | PAGE 1 | 36 |
| 2. CONTRACT (Proc. Inst. Ident.) NO. DTFAAC-07-D-00048 | | 3. EFFECTIVE DATE 7/8/07 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 06-00394 | | |
| 5. ISSUED BY FAA, NAS Acquisition Contracting Team (AMQ-210) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929 | | 6. ADMINISTERED BY (If other than Item 5) CODE FAA, NAS Acquisition Contract Mgmt. Team (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929 | | | |

| | | |
|--|--|--|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) ASRC Management Services, Inc. 6303 Ivy Lane, Suite 130 Greenbelt, MD 20770 | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) |
| | | 9. DISCOUNT FOR PROMPT PAYMENT Net 30 |

| | |
|--|-------------------|
| 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: | ITEM BLOCK 12. |
|--|-------------------|

| | | | |
|---|--------------------------|---------------|---|
| 11. SHIP TO/MARK FOR FAA/MM Aeronautical Center 6500 S. MacArthur Blvd., P. O. Box 25082 Oklahoma City, OK 73125 | CODE Mark for: AJW-14 | FACILITY CODE | 12. PAYMENT WILL BE MADE BY: FAA, Financial Operations Division (AMZ-100) P.O. Box 25710 Oklahoma City, OK 73125-4913 (405) 954-4304 |
|---|--------------------------|---------------|---|

| | |
|-------------|---|
| 13 RESERVED | 14. ACCOUNTING AND APPROPRIATION DATA To be shown on delivery order(s) issued hereunder. |
|-------------|---|

| | | | | | |
|--|------------------------|---------------|-----------|-----------------|-------------|
| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
| Accepted as to CLIN B.1(a) 0000, 0001A(2), 0002A, and 0003A, inclusive, in Part I, Section B, Base Contract Year only. | | | | | |

Estimated

15G. TOTAL AMOUNT OF CONTRACT \$43,682,367.00

16. TABLE OF CONTENTS

| (X) | SEC | DESCRIPTION | PAGE(S) | (X) | SEC | DESCRIPTION | PAGE(S) |
|-------------------------------|-----|--------------------------------------|---------|---|-----|--|--------------|
| PART I -- THE SCHEDULE | | | | PART II -- CONTRACT CLAUSES | | | |
| X | A | SOLICITATION/CONTRACT FORM | 1 | X | I | CONTRACT CLAUSES | 31-44 |
| X | B | SUPPLIES OR SERVICES AND PRICES/COST | 2-8 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| X | C | DESCRIPTION/SPECS/WORK STATEMENT | 9 | X | J | LIST OF ATTACHMENTS | 44 |
| X | D | PACKAGING AND MARKING | N/A | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| X | E | INSPECTION AND ACCEPTANCE | 9-10 | X | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | INCORPORATED |
| X | F | DELIVERIES OR PERFORMANCE | 10-11 | | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | BY REF- |
| X | G | CONTRACT ADMINISTRATION DATA | 11-14 | | M | EVALUATION FACTORS FOR AWARD | ERENCE |
| X | H | SPECIAL CONTRACT REQUIREMENTS | 15-31 | | | | |

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

| | | | |
|--|--|---|--|
| 17. x CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | 18. AWARD (Contractor is not required to sign this doc.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) Edward J. Hessler, Business Manager | | 20A. NAME OF CONTRACTING OFFICER PHYLLIS TOWNSLEY | |
| 19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign) | | 20B. UNITED STATES OF AMERICA BY <i>Phyllis Townsley</i> (Signature of Contracting Officer) | |
| 19C. DATE SIGNED 06/13/07 | | 20C. DATE SIGNED 6/18/07 | |

PART I - SECTION B

SUPPLIES OR SERVICES AND PRICE/COST

B.1(a) The Contractor shall provide the necessary personnel, facilities and equipment (except as furnished by the FAA), materials (both direct and indirect), and related services, including travel and all support expenses, to perform software and technical support services for the National Airway Systems Engineering Division (AJW-14) in accordance with the terms and conditions, provisions, and attachments of this contract.

| CLIN | SUPPLIES/SERVICES | Quantity | Unit | Unit Price | TOTAL | | |
|-------|--|----------|----------------|-------------|-----------------|-------------|-----------------|
| | | | | | ESTIMATED PRICE | | |
| | Supplies/Services | | | | Amount | | |
| 0000 | TRANSITION: All Contractor efforts associated with transition. (Reference clauses F.1 and H.10) Firm-Fixed Price | 1 | JOB | XXXX | \$ 0.00 | | |
| 0001 | Engineering Services and Support IAW Attachment 1, "Engineering Services and Support". (See H.1 for definitions of Staffing Levels A, B, C and D). | | | | | | |
| | | | (A) | (B) | (C) | (D) | (E) |
| | | | ESTIMATED COST | O/H RATE OF | NTE G&A RATE OF | FEE RATE OF | TOTAL (A) - (D) |
| 0001A | BASIC CONTRACT YEAR (1st Year) | | | | | | |
| | (1) Staffing Level "A" | | \$19,555,113 | + | | | \$ 28,499,469 |
| | (2) Staffing Level "B" | | \$23,110,588 | + | | | \$ |
| | (3) Staffing Level "C" | | \$26,666,063 | + | | | \$ 38,759,051 |
| | (4) Staffing Level "D" | | \$30,221,538 | + | | | \$ 43,898,187 |
| 0001B | OPTION I (2nd Year) | | | | | | |
| | (1) Staffing Level "A" | | \$20,532,868 | + | | | \$ 29,947,985 |
| | (2) Staffing Level "B" | | \$24,266,117 | + | | | \$ 35,355,464 |
| | (3) Staffing Level "C" | | \$27,999,366 | + | | | \$ 40,751,561 |
| | (4) Staffing Level "D" | | \$31,732,614 | + | | | \$ 46,153,579 |
| 0001C | OPTION II (3rd Year) | | | | | | |
| | (1) Staffing Level "A" | | \$21,559,512 | + | | | \$ 31,489,117 |
| | (2) Staffing Level "B" | | \$25,479,423 | + | | | \$ 37,191,288 |
| | (3) Staffing Level "C" | | \$29,399,334 | + | | | \$ 42,868,367 |
| | (4) Staffing Level "D" | | \$33,319,245 | + | | | \$ 48,544,140 |
| 0001D | OPTION III (4th Year) | | | | | | |
| | (1) Staffing Level "A" | | \$22,637,487 | + | | | \$ 33,105,107 |
| | (2) Staffing Level "B" | | \$26,753,394 | + | | | \$ 39,127,448 |
| | (3) Staffing Level "C" | | \$30,869,301 | + | | | \$ 45,093,734 |
| | (4) Staffing Level "D" | | \$34,985,207 | + | | | \$ 51,061,254 |
| 0001E | OPTION IV (5th Year) | | | | | | |
| | (1) Staffing Level "A" | | \$23,769,361 | + | | | \$ 34,783,713 |
| | (2) Staffing Level "B" | | \$28,091,064 | + | | | \$ 41,135,360 |
| | (3) Staffing Level "C" | | \$32,412,766 | + | | | \$ 47,406,486 |
| | (4) Staffing Level "D" | | \$36,734,468 | + | | | \$ 53,678,546 |

Column Notes: (A)--Annual estimated direct labor costs for each staffing level
 (B)--Direct labor overhead (O/H) rate to be applied to corresponding "(A)" estimated cost
 (C)--Not-to-exceed (NTE) G&A rate to be applied to resultant "(A)" and "(B)" total estimated dollar amounts
 (D)--Fee rate (inclusive of base and award fees) to be applied to resultant "(A)", "(B)" and "(C)" total estimated dollar amounts
 (E)--Total estimated dollar amount derived from "(A)", "(B)", "(C)", and "(D)"

SECTION B (continued)

B.1(a) (continued)

CLIN SUPPLIES/SERVICES

**TOTAL
ESTIMATED
PRICE**

0002 Other Direct Costs (ODC)
(See "ODC" definition at H. 2)

ESTIMATED

0002A BASIC CONTRACT YEAR (1st Year)

Estimated at \$8,500,000 Level A
\$10,000,000 Level B
\$11,500,000 Level C
\$13,000,000 Level D

+ [REDACTED] fixed handling fee

0002B OPTION I (2nd Year)

Estimated at \$8,925,000 Level A
\$10,500,000 Level B
\$12,075,000 Level C
\$13,650,000 Level D

+ [REDACTED] fixed handling fee

0002C OPTION II (3rd Year)

Estimated at \$9,371,250 Level A
\$11,025,000 Level B
\$12,678,250 Level C
\$14,332,500 Level D

[REDACTED] fixed handling fee

0002D OPTION III (4th Year)

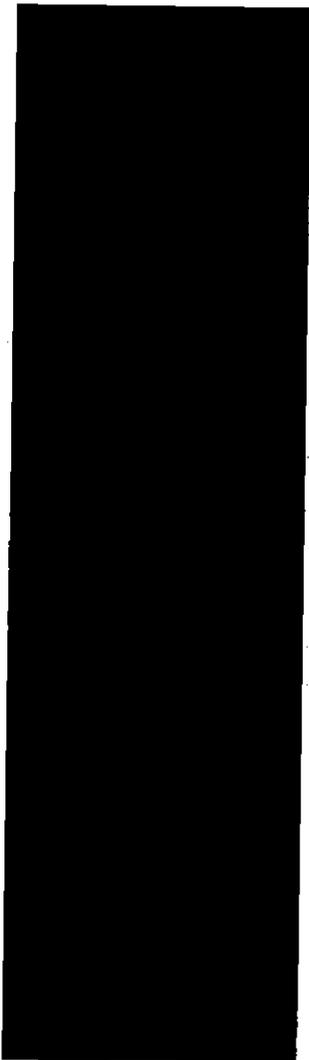
Estimated at \$9,839,812 Level A
\$11,576,250 Level B
\$13,312,687 Level C
\$15,049,125 Level D

[REDACTED] fixed handling fee

0002E OPTION IV (5th Year)

Estimated at \$10,331,803 Level A
\$12,155,062 Level B
\$13,978,322 Level C
\$15,801,581 Level D

[REDACTED] fixed handling fee



SECTION B (continued)

NOTE: Handling fees on Other Direct Costs will be paid to only one contractor, the prime, at the rates identified in CLINs 0002A - 0002E above.

0003 Subcontracts
(See "Subcontracts" definition at H. 2)

0003A BASIC CONTRACT YEAR (1st Year)
(Estimated at \$0

██████████ fixed administration fee)*

0003B OPTION I (2nd Year)
(Estimated at \$0

██████████ fixed administration fee)*

0003C OPTION II (3rd Year)
(Estimated at \$0

██████████ fixed administration fee)*

0003D OPTION III (4th Year)
(Estimated at \$0

██████████ fixed administration fee)*

0003E OPTION IV (5th Year)
(Estimated at \$0

██████████ fixed administration fee)*

*Not applicable to teaming contracts

SECTION B (continued)

B.1(b) BILLINGS

(1) DIRECT LABOR shall be billed at actual direct cost. Direct labor rates shall not exceed the maximum as set forth below:

| | | | | | |
|----------------------------|------------|----------|--------------------------|------------|----------|
| Contract Manager | @ \$ 65.30 | Per Hour | Engineering Technician | @ \$ 46.98 | Per Hour |
| Technical Manager | @ \$ 65.30 | Per Hour | Electronics Technician | @ \$ 46.98 | Per Hour |
| Software Engineer | @ \$ 56.93 | Per Hour | General Technician | @ \$ 39.50 | Per Hour |
| Elect/Electronics Engineer | @ \$ 56.93 | Per Hour | Technical Editor | @ \$ 32.96 | Per Hour |
| General Engineer | @ \$ 56.93 | Per Hour | Technical Writer | @ \$ 32.96 | Per Hour |
| Meteorologist | @ \$ 56.93 | Per Hour | Technical Draftsman | @ \$ 32.96 | Per Hour |
| Computer Scientist | @ \$ 56.93 | Per Hour | EOSH Specialist | @ \$ 46.98 | Per Hour |
| Computer Systems Analyst | @ \$ 46.98 | Per Hour | Administrative Analyst 1 | @ \$ 22.27 | Per Hour |
| Computer Programmer | @ \$ 46.98 | Per Hour | Administrative Analyst 2 | @ \$ 27.24 | Per Hour |
| Network Administrator | @ \$ 55.51 | Per Hour | Administrative Analyst 3 | @ \$ 32.96 | Per Hour |
| Data Base Administrator | @ \$ 46.98 | Per Hour | Word Processor Spec | @ \$ 27.24 | Per Hour |
| Computer Support Spec | @ \$ 32.96 | Per Hour | Secretary 1 | @ \$ 22.27 | Per Hour |
| Program Analyst | @ \$ 39.50 | Per Hour | Secretary 2 | @ \$ 24.66 | Per Hour |
| Librarian | @ \$ 32.96 | Per Hour | Secretary 3 | @ \$ 30.00 | Per Hour |

NOTES: (A) Annual adjustments (precipitated by exercise of option) to the proposed maximum direct labor rates will correspond to the annual cost-of-living allowance (COLA) for federal employees in this locale.

(B) Any proposed maximum direct labor rate cited becomes inoperable on the occasion of it being less than that required by the Service Contract Act of 1965 with the incorporation of the respective wage decision upon the annual contract option renewal.

(C) The FAA reserves the right to approve, on a case by case basis, a higher maximum direct labor rate than the established maximum (i.e., not-to-exceed) when it can be determined necessary in order for the contractor to acquire personnel with the requisite skills for contract performance.

(2) GENERAL AND ADMINISTRATIVE (G&A) EXPENSE shall be applied to direct labor and labor overhead and billed at the following provisional rates:

0001A BASIC CONTRACT YEAR (1st Year)

- (A) Staffing Level "A"
- (B) Staffing Level "B"
- (C) Staffing Level "C"
- (D) Staffing Level "D"

0001B OPTION I (2nd Year)

- (A) Staffing Level "A"
- (B) Staffing Level "B"
- (C) Staffing Level "C"
- (D) Staffing Level "D"

0001C OPTION II (3rd Year)

- (A) Staffing Level "A"
- (B) Staffing Level "B"
- (C) Staffing Level "C"
- (D) Staffing Level "D"

0001D OPTION III (4th Year)

- (A) Staffing Level "A"
- (B) Staffing Level "B"
- (C) Staffing Level "C"
- (D) Staffing Level "D"



- 0001E OPTION IV (5th Year)
- (A) Staffing Level "A"
- (B) Staffing Level "B"
- (C) Staffing Level "C"
- (D) Staffing Level "D"



B.2 PROPOSED MAXIMUM FEE AMOUNTS

(a) The contractor's proposed maximum fee amounts based on CLIN 0001 proposed prices set forth at B.1(a) are as follows:

MAXIMUM FEE AMOUNT

- 0001A BASIC CONTRACT YEAR (1st Year)
- (1) Staffing Level "A"
- (2) Staffing Level "B"
- (3) Staffing Level "C"
- (4) Staffing Level "D"

- 0001B OPTION I (2nd Year)
- (1) Staffing Level "A"
- (2) Staffing Level "B"
- (3) Staffing Level "C"
- (4) Staffing Level "D"

- 0001C OPTION II (3rd Year)
- (1) Staffing Level "A"
- (2) Staffing Level "B"
- (3) Staffing Level "C"
- (4) Staffing Level "D"

- 0001D OPTION III (4th Year)
- (1) Staffing Level "A"
- (2) Staffing Level "B"
- (3) Staffing Level "C"
- (4) Staffing Level "D"

- 0001E OPTION IV (5th Year)
- (1) Staffing Level "A"
- (2) Staffing Level "B"
- (3) Staffing Level "C"
- (4) Staffing Level "D"



(b) The contractor's proposed maximum fee amounts set forth above, which may subsequently be prorated in accordance with B.3 herein, will be allocated based on a split of 30 % for base fee and 70 % for award fee.

SECTION B (continued)

B.3 PRORATED MAXIMUM FEE (Base and Award)

(a) The maximum fee, as set forth below, available to the contractor will be adjusted to a prorated maximum fee for each 6-month rated period. This adjustment will be determined based upon the average number of contract employees on the payroll on the last day of each month during each rated period. The average will be rounded to the nearest whole number utilizing conventional rounding rules.

(b) The prorated maximum fee will become the maximum amount of fee available to the contractor for subject period.

(c) An example of how the maximum fee amount will be determined is as follows:

EXAMPLE

Assumptions:

- (1) Six month performance period.
- (2) CLIN 0001A(3) performance at Level C providing for a maximum staffing level of 325.
- (3) Base Fee and Award Fee allocated on a split of 30 % base fee and 70 % award fee.
- (4) Maximum Fee at \$3,311,925 (Reference SECTION B - B.1(a)) based on a breakout as follows:

| | (A) ESTIMATED COST | (B) O/H RATE OF | (C) NTE RATE OF | (D) G&A RATE OF | FEE RATE OF | TOTAL ESTIMATED PRICE |
|----------|--------------------------|-----------------------|-----------------------|-----------------------|----------------|--------------------------|
| 0001A(3) | \$26,666,063 | + *35.0% | + *15.0% | + *8.0% | \$ | 44,710,988 |

* (B) \$9,333,122; (C) \$5,399,878; (D) \$3,311,925 --(Maximum Base Fee @ \$993,577.50)
(Maximum Award Fee @ \$2,318,347.50)

Number of employees on the payroll as of Month 1 = 280
 Number of employees on the payroll as of Month 2 = 305
 Number of employees on the payroll as of Month 3 = 310
 Number of employees on the payroll as of Month 4 = 315
 Number of employees on the payroll as of Month 5 = 320
 Number of employees on the payroll as of Month 6 = 325
 1855 = 309 average

Adjustment from Maximum Fee to Prorated Maximum Fee for the first evaluation period (6-month) based on the above assumptions:

$309/325 \times (1/2 \text{ of } \$3,311,925) = .951 \times \$1,655,962 = \$1,574,820.$
 (NOTE: $\$1,574,820 \times 30\% = \$472,446$ --Prorated Maximum Base Fee
 $\$1,574,820 \times 70\% = \$1,102,374$ --Prorated Maximum Award Fee)

B.4 DETERMINATION OF AWARD FEE

(a) The FAA shall, at the conclusion of each specified evaluation period(s), evaluate the contractor's performance for a determination of award fee earned. The contractor agrees that the determination as to the amount of the award fee earned will be made by the FAA Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court. There will be no carry forward of any unearned award fee to any subsequent award fee period.

(b) It is agreed that the evaluation of contractor performance shall be in accordance with a Performance Evaluation Plan and that the contractor shall be promptly (within 60 calendar days after conclusion of the evaluation period) advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the FAA, any self-evaluation

SECTION B (continued)

which is received within 10 days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

(c) Actual performance award fee for an evaluation period will be determined by using the "Award Fee Conversion chart, found at Table 2, Attachment 3.

B.5 PERFORMANCE EVALUATION PLAN

(a) A Performance Evaluation Plan shall be unilaterally established by the FAA based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor concurrent with contract award.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the FAA at any time during the period of performance. Notification of such changes shall be provided to the contractor 10 calendar days prior to the start of the evaluation period to which the change will apply.

B.6 DISTRIBUTION OF AWARD FEE

(a) The total amount of award fee available under this contract will be determined based on the actual staffing level(s) for performing the contract during the evaluated period and in accordance with B.3 to include any options, if exercised.

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the FAA may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the FAA considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a prorata distribution associated with evaluation period activities or events as determined by the FAA.

B.7 PAYMENT OF BASE AND AWARD FEE

(a) The Government will make payment of the base fee in monthly increments. The amount payable shall be based on the progress as determined by the Contracting Officer and shall be subject to any withholdings as may be provided for elsewhere in this contract.

(b) Sixty percent of the Potential Award Fee shall be provisionally paid to the contractor in periodic installments based upon the percentage of work completed as determined by the Contracting Officer. In the event that the actual award, as determined by the Fee Determination Official, is less than the provisional payment, the contractor will either reimburse the difference or credit the next payment voucher for the amount of such overpayment, and the Contracting Officer may unilaterally establish a reduced percentage, or provisional payment for future periods.

(c) The Government will promptly make payment of any award fee upon the submission by the contractor to the Contracting Officer, or his authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated as specified in the clause entitled "Determination of Award Fee." Payment shall be made without the need for a contract modification.

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

C.1 SCOPE OF WORK

The Contractor shall provide the services identified in SECTION B, SUPPLIES OR SERVICES AND PRICE/COST, in accordance with the Performance Work Statement entitled "Engineering and Technical Support Services" Attachment 1, and with all other terms, conditions, and provisions set forth herein.

**C.2 EMERGENCY SITUATIONS AND EXERCISES DURING
CONTRACT PERFORMANCE (SEP 2001)**

CLA.4548

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

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

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

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

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION

A Contracting Officer's Technical Representative (COTR) will be designated for the specific purpose of exercising general surveillance over the contract operation including contractor performance.

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

CLA.1908

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

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Supplies--Cost Reimbursement" (AMS 3.10.4-3) and "Inspection of Services -- Fixed-Price and Cost Reimbursement" (AMS.3.10.4-4)"

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

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

- 3.10.4-3 INSPECTION OF SUPPLIES--COST REIMBURSEMENT (APRIL 1996)**
- 3.10.4-4 INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)**
- 3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APRIL 1996)**
- 3.11-34 F.O.B. DESTINATION (APRIL 1999)**

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 TRANSITION AND PERIOD OF PERFORMANCE

This contract contemplates up to a 30-day transition followed by the base year performance and ending one-year later. The base year is followed by four 1-year option periods to be exercised at the sole discretion of the Government. In the event award is not made as anticipated, the Government may alter the transition period, or the Government may reduce the basic contract period and/or option periods.

F.2 PLACE OF PERFORMANCE

Services shall be accomplished at the Mike Monroney Aeronautical Center and at FAA off-site facilities as designated on the project authorization.

F.3 DELIVERY SCHEDULE

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

F.4 CONTRACT PRICE ADJUSTMENT RESULTING FROM CHANGE TO TRANSITION PERIOD

Should a contract be awarded with a transition period of less than 30 days, the contract price for the transition period would be adjusted/prorated based on the total number of days remaining in the transition month. For example, a contract award based on an effective transition start date of July 15, 2007, would result in an adjusted contract price based on the actual contract monthly dollar amount for contract line item 0000 divided by 31 days multiplied by the number of days (16) remaining in the contract month.

F.5 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.6 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.7 CONTRACT PERIOD (JAN 1997)**CLA.1604**

The effective period of this contract is July 8, 2007 or date of award whichever is later through August 7, 2008, or as may be extended by option issued hereunder.

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

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

3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)**3.10.1-9/ALT1 STOP-WORK ORDER ALTERNATE I (OCTOBER 1996)****3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)****PART I - SECTION G - CONTRACT ADMINISTRATION DATA****G.1 POST-AWARD CONFERENCE**

As soon as practicable after the award of a contract, a date will be established for a post-award conference between representatives of the Government and the contractor. The conference will be held at the Mike Monroney Aeronautical Center located in Oklahoma City, Oklahoma.

G.2 COST-PLUS-AWARD-FEE (CPAF) GUIDE

The Mike Monroney Aeronautical Center Cost-Plus-Award-Fee (CPAF) Guide is attached to this contract as an Attachment in Section J. This guide indicates the cost-plus- award-fee process, and will be used in the administration of the contract.

G.3 VOUCHERING AND DOCUMENTATION PROCEDURES/REQUIREMENTS

(a) Vouchers will be submitted biweekly corresponding to FAA pay periods. Vouchers will specify costs for the reporting period and cumulatively against the corresponding delivery orders and contract line item number(s) (CLIN/S) while indicating for each employee the hours worked, direct labor costs, overhead, G&A, and total. Also, ODC, subcontracting, and corresponding handling/administration fee totals must correspond by delivery order and CLIN. For submission of separate base fee and award fee billings see G.4 below. (NOTE: Teaming arrangements of the offeror shall not result in separate presentations of information between subcontracting/teaming participants).

(b) Time and attendance records, travel vouchers, expense records, and all other costs associated with the contract shall be routinely prepared as needed by contract employees as a normal part of their FAA assigned tasks and forwarded through whatever process the company deems appropriate for further processing. Contract voucher preparation, payroll, benefits management, and other duties normally viewed by the Defense Contract Audit Agency (DCAA) as G&A expenses will be considered as such on this contract.

G.4 BASE FEE AND AWARD FEE BILLINGS

(a) The contractor will be allowed to bill on a biweekly basis for a base fee using the percentile value established at the time of award.

At the conclusion of each 6-month performance period, the "prorated base fee" amount will be determined based on the following formula:

$$\frac{1}{26} \text{ of } (\# \text{ employees on contract}) \times (\text{Maximum Base Fee}) \\ (\text{Level "X" Employee Max})$$

"X" Level A, B, C, or D depending on average number of employees for the 6-month performance period.

The difference between the base fee already billed and the prorated base fee will be deducted from the 6-month prorated performance award fee amount and shown as such on the voucher for the payment of the award fee.

(b) The prorated award fee amount for the 6-month performance period as determined in accordance with B.3 and B.4 herein will be paid upon submission of a separate invoice/voucher. The anticipated adjustment (deduction) pursuant to "(a)" above, resulting from payment of the base fee, will be reflected in the award fee invoice.

(c) Notwithstanding the above, payment of the base fee and award fee may not exceed 85 percent of the total base fee and potential award fee for any contract year in accordance with B.6(b)).

G.5 INVOICING PROCEDURES - GENERAL (R) (JANUARY 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit invoices in accordance with G.3 and G.4 above for performance of services, or those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

- (2) Two copies to:

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

- (3) Two copies to:

FAA, Mike Monroney Aeronautical Center
National Airway Systems Engineering Div (AJW-14)
Contracting Officers Technical Representative
(COTR -Identified upon contract award)
P O Box
Oklahoma City, OK 73125

- (b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

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

G.6 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

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

**G.7 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY (R)
(JAN 1997)**

CLA.1401

The FAA will provide a list of FAA Furnished Property to the contractor upon the occasion of paragraph 4.3 of Performance Work Statement becoming operable. The Contractor's Guide for Control of Government Property is available on the internet at <http://fast.faa.gov>.

G.8 INCREMENTAL FUNDING (JAN 1997)

CLA.2604

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

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

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

G.9 GOVERNMENT PROPERTY REPORTS (JAN 1997)

CLA.4528

(a) The Contractor shall prepare semi-annual reports of Government property in its possession and the possession of its subcontractors.

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

**G.10 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002)
CENTER (MMAC)**

CLA.4550

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

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

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

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

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

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

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS**3.8.2-17 KEY PERSONNEL AND/OR FACILITIES (JULY 1996)**

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

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

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

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

IDENTIFY EMPLOYEE BY NAMEDale ReynoldsContract Manager**H.1 STAFFING LEVELS**

(a) The FAA has established four maximum staffing levels which are defined in the Performance Work Statement, paragraph 3.4.2, Staffing Levels.

(b) The FAA will specify the staffing level at the time of contract award and/or concurrently with notification of the FAA's intent to exercise the option period hereunder pursuant to AMS clause 3.2.4-35, Option to Extend the Term of the Contract.

(c) The FAA reserves the right to require the contractor to reduce the staffing levels below the stated maximums based on the total technical support services required under the specified contract period.

H.2 DEFINITION OF CONTRACT TERMS

(a) "Teaming/Subcontract Arrangements" means an arrangement in which--(1) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) A potential prime contractor agrees with one or more other companies to have them act as its subcontractor(s) under this contract. Under a teaming arrangement all labor charges from the prime and subcontractor(s) shall be considered and billed as direct labor by the prime contractor under CLIN 0001. Overhead and G&A are to be applied to these direct labor charges. All reasonable and allocable other direct cost (ODC) (see "(b)" below) incurred by the teaming contractors will be billed by the prime contractor as one ODC against CLIN 0002. Subcontract effort (see "(c)" below) contemplated by CLIN 0003 incurred by the teaming contractors will also be billed by the prime. Neither ODC nor subcontract support acquired by the teaming subcontractor(s) shall include handling/administrative fees. (NOTE: Should a teaming arrangement result, such an arrangement does not limit the rights of the FAA to--require consent to subcontracts (see AMS Clause 3.10.2-2); determine on the basis of the stated contractor team arrangement, the responsibility of the prime contractor; provide the prime contractor data rights owned or controlled by the FAA; and, hold the prime contractor fully responsible for contract performance, regardless of any team arrangement between the prime contractor and its subcontractor(s).)

(b) "Other Direct Cost (ODC)" means, for purpose of this contract, direct costs related to any required travel, materials, equipment, office lease(s), liability insurance, relocation costs, etc.

(c) "Subcontract" means, for purpose of this contract, subcontract effort required outside any

teaming arrangement.

(d) "Not-to-Exceed (NTE) G&A Rate" means, for purpose of this contract, the maximum rate for which the FAA will reimburse the contractor. The contractor is responsible for any costs incurred in excess of the NTE rate. Pursuant to the circumstances set forth at H.9(b), the contractor may request consideration of the Contracting Officer for renegotiation of the NTE ceiling rate(s).

H.3 SUPPLIES AND EQUIPMENT

(a) Materials and equipment acquired by the contractor under the contract and subject to reimbursement by the FAA shall not include tax.

(b) Direct charge acquisition or lease of equipment for performance of any task under this contract must be approved in advance by the FAA. Any equipment approved for acquisition will become the property of the FAA in accordance with AMS clause 3.10.3-2, Government Property, Alternative II.

(c) Any equipment requested by the contractor may, at the FAA's option, be furnished by the FAA. If acquisition of materials or equipment is approved, prices shall be negotiated for the most effective price meeting the requirement, utilizing competitive procedures. Such information will be presented at the time approval is requested.

H.4 ON-SITE OFFICE SPACE/CONTRACT MANAGEMENT

(a) Space, office supplies, and equipment will be furnished by the FAA. Off-site space, office supplies, and equipment, if required and approved by the FAA, will be reimbursed as other direct costs (ODC).

(b) An on-site contract manager will be required. Office space, telephones, equipment, furniture, and supplies will be furnished by the FAA but may be supplemented as desired by the contractor at no expense to the FAA.

(c) A matrix of technical program managers and team leaders to assist the contract manager will be considered direct labor employees on the contract.

H.5 EMPLOYEE FRINGE BENEFITS

(a) The contract provides critical professional resources necessary for the accomplishment of the Performance Work Statement. Therefore, it is essential that benefits which approximate those of national engineering firms or federal FAA employees (e.g., Federal Aviation Administration) be provided. *From a cost control perspective, only costs directly associated with benefits for positions billed as direct labor on this contract will be allowed. Generally, these costs will be limited to the benefit categories listed in paragraph below.*

(b) The contractor will utilize service levels of 3-15 year service employees for fringe benefit computation. Within each category, minimum acceptable levels of benefits would be expected to include:

Leave/Holiday:

For employees with less than 3 years service
120 hours annual and sick leave combined
80 hours federal holidays

For employees with 3-15 years service
160 hours annual and sick leave combined
(Service time with the company and with predecessors
contractors counts towards leave computations)
80 hours federal holidays

For employees with more than 15 years service
200 hours annual and sick leave combined
(Service time with the company and with predecessors
contractors counts towards leave computations)
80 hours federal holidays

Taxes and assessments: Required taxes or assessments in addition to Federal Unemployment Tax, State Unemployment Tax, FICA, Medicare, and Workman's Compensation will be as the law requires.

Health Insurance: Comparable to either one of the Federal Employee Health Benefit Plans (FEHB) or one offered by comparable private industry engineering firms. For example, 75 percent of the cost is generally absorbed in the contractor's overhead with the employee paying/contributing approximately 25 percent of the policy premium.

H.6 ALLOTMENT OF FUNDS

The FAA reserves the right to increase or decrease the funds allotted herein for CLINS 0002 and 0003 by way of a "Change to Order" (Optional Form 347--Overprint) or "Amendment of Solicitation/Modification of Contract" (Standard Form 30) on a unilateral basis to the respective task/delivery order. In the event of any requirement for additional funds under the items enumerated above, it will be the responsibility of the Contractor to notify the Contracting Officer pursuant to the clause at H. 7, "Limitation of FAA's Obligation".

H.7 LIMITATION OF FAA'S OBLIGATION

(a) To the extent the Schedule (i.e., Section B) sets forth an amount to cover the estimated cost to the FAA for specified items, the FAA shall not be obligated to pay the Contractor any amount in excess of the amount so set forth in the Schedule and the Contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that such amount had been increased and shall have specified in such notice a revised amount which shall thereupon constitute the estimated cost of performance of this contract insofar as the specified items are concerned. When and to the extent that the amount set forth in the Schedule have been increased, any expenses incurred by the contractor in excess of such amount prior to the increase shall be allowable to the same extent as if such expenses had been incurred after such increase in such amount.

(b) The contractor shall notify the FAA in writing at the earliest practicable time, whenever it is expected that costs to be incurred within the succeeding thirty (30) days will exceed 85 percent of the amount stated in the Schedule. The Contractor will also notify the FAA in writing at any other time if expected costs to be incurred for items chargeable to such amount will be substantially greater or less than such amount.

H.8 NOT TO EXCEED AMOUNT

(a) A "Not-To-Exceed-Amount" (see H.14, Task/Delivery Order Processing) is applicable to and will be established for each task/delivery order issued hereunder and will vary depending on the work to be performed.

(b) The FAA shall not be obligated to pay the Contractor any amount in excess of the Not-To-Exceed-Amount set forth in the task/delivery order, and the contractor shall not be obligated to continue performance if to do so would exceed the established Not-To-Exceed-Amount, unless and until the Contracting Officer has notified the Contractor in writing that the Not-To-Exceed-Amount has been increased and has specified in the notice a revised Not-To-Exceed-Amount that shall constitute the Not-To-

Exceed-Amount for performance under the respective task/delivery order. When and to the extent that the Not-To-Exceed-Amount set forth in the task/delivery order has been increased, any hours expended and material costs incurred by the Contractor in excess of the Not-To-Exceed-Amount before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the Not-To-Exceed-Amount.

H.9 COST OF LIVING AND G&A RATE ADJUSTMENTS FOR OPTION YEAR(S)

(a) Any adjustment paid in the option year of this contract to direct labor hourly rates for contract employees shall correspond to the annual cost-of-living allowance (COLA) for federal employees in this locale. Where the COLA does not meet the minimum increase for employees covered by the Service Contract Act (SCA), the SCA increase will take precedence.

(b) If it becomes obvious that the FAA's estimated labor costs are so flawed as to endanger successful contractor performance caused by dramatic changes to the contractor's proposed not-to-exceed (NTE) general and administrative expense (G&A) rates, then the contractor may request renegotiation of the NTE ceiling rate(s) with the Contracting Officer.

H.10 TRANSITION REQUIREMENTS

(a) Approximately 349 employees currently working on the existing AJW-14 engineering services contract may transition to this follow-on contract.

(b) Transition:

(1) Immediately prior to commencement of performance for the contract base year, a 30-day period will be allowed for the transition from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner, which is critical. This transition period will be the time for initial orientation for contract administration and will provide a time for detailed operational orientation for contract supervisory personnel. It will include a time for transition of administrative processes from present contract to the new contract.

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

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

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

H.11 RELOCATION COSTS

Relocation costs for newly recruited employees will be approved on a case-by-case basis. Contractor's proposal should include a statement of effort to obtain employees in the local Oklahoma City area and an estimate of relocation costs, if any. Billings for approved cases of relocation costs will be approved on individual vouchers when submitted. These costs shall be reimbursed to the contractor exclusive of any indirect costs. The contractor shall reimburse the FAA all approved and paid relocation costs that are subsequently repaid to the contractor by its employees.

H.12 STAFFING/RESOURCE UTILIZATION

The contractor shall assure that persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they are employed. Any Department of Labor imposed fine, penalty, or upward salary adjustment resulting from the contractor's failure to properly utilize classified employees, shall be the contractor's responsibility and shall not be allowed for purposes of reimbursement under this contract.

H.13 RESTRICTIONS--ORGANIZATIONAL CONFLICTS OF INTEREST

(a) It is hereby agreed that the contractor or any subcontractor performing under this contract shall not compete as a prime contractor nor as a subcontractor, consultant, or otherwise on any hardware or software acquisition which may evolve directly or indirectly from work performed under this contract for a period of three (3) years following completion of this contract including any option(s). Hardware is defined as any tangible item. Additionally, the contractor or any subcontractor agrees not to divulge any information or data acquired or developed through performance of this contract to any affiliates, or other sources which may otherwise compete on any hardware or software acquisition which may evolve directly or indirectly from work performed under this contract.

(b) The prohibitions set forth at (a) above do not limit the contractor's development/manufacture and subsequent delivery of any prototype or limited production of National Airspace System (NAS) Electronic Equipment Modifications and Plant Equipment Modifications equipment (i.e., modification kits) when defined as a deliverable in support of an engineering project or task required of the original task order issued pursuant to H. 14, Task/Delivery Order Processing. Only on the occasion of an emergency that would justify a single source selection may a subsequent task for delivery of any modification kit developed under a previous engineering task be authorized.

(c) It is also agreed that the contractor will, on those occasions requiring access to proprietary data of other companies, make agreements with such companies to (1) protect their information from unauthorized use or disclosures for as long as it remains proprietary, and (2) refrain from using the information for any purpose other than that for which it was furnished. Prior to commencement of work on any such effort, the contractor must furnish the Contracting Officer copies of all such agreements:

H.14 TASK/DELIVERY ORDER PROCESSING

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

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

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

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

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

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

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

- (i) An appropriate delivery order number and a reference to this contract number.
- (ii) A description of the services to be performed presented in a Task Performance Work Statement format.
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Period of performance.
- (v) Not-To-Exceed-Amount.

(c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time

within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 10 calendar days to commence work under any task order which may be issued.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Performance Work Statement attached, directing the Contractor to proceed with performance of the work specified. Such task/delivery order will specify a Not-To-Exceed-Amount. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new Not-To-Exceed-Amount.

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

H.15 DISSEMINATION OF CONTRACT INFORMATION

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

H.16 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JUL 2001)

CLA.0069

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

H.17 SAFETY AND HEALTH (JUN 2002)

CLA.0090

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

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

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

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

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

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

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

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

**H.18 CONTRACT SHUTDOWN PROCEDURES PENDING
APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)**

CLA.1051

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

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

H.19 REQUIREMENT FOR SCREEING OF CONTRACTOR PERSONNEL (JUL 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 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

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

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

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

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

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

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

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

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

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

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

H.20 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

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

H.21 LIABILITY INSURANCE (JAN 1997)

CLA.3212

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

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

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

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

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

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

(d) Certificate holder address:

FAA, NAS Contract Management Team (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73125

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

H.22 FAA FACILITY REGULATIONS (OCT 2006)

CLA.3402

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

FAA ORDERS/DIRECTIVES

| | |
|---------------------------------|--|
| Security | <u>FAA Order 1600.72A</u> |
| Harassment Accountability board | <u>FAA Order 1110.125A</u> |
| Smoking | <u>FAA Order 3900.47</u> |
| Safety/OSHA | <u>FAA Order 3900.19B</u> |
| Ramp/airdrome safety | <u>http://www.faa.gov/runwaysafety/ontheground.cfm</u> |
| | <u>FAA Order 5200.7A</u> |
| Internet use policy | <u>FAA Order 1370.79A</u> |

MMAC ORDERS/DIRECTIVES

For orders which are not accessible via the links, or not listed above Contact your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR)

H.23 GOVERNMENT-ISSUED KEYS/PERSONAL IDENTIFICATION VERIFICATION (PIV) CARDS AND VEHICLE DECALS (JUNE 2006) CLA.3403

(a) It may become necessary for the Government to issue keys, personal identification verification (PIV) 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, PIV cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, PIV cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, PIV card, or vehicle decal not returned. If the keys, PIV 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 (F) and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations. Access to certain areas of the Logistics' Center, such as the Technical Support Facility (TSF) and Logistics' Support Facility (LSF) is authorized only to those persons displaying a Logistics' identification card (L). Access to the computer room in the Multi-Purpose Building is authorized only to those persons displaying a proper computer (C) identification card.

(d) The Government retains the right to inspect, inventory, or audit the PIV 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 Security and Investigations Division, AMC-700 and the Office of Facility Management, AMP-300.

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

(1) Prior to any contractor personnel obtaining any pass or PIV card, the contractor shall submit complete documentation required under Clause 4554, entitled Security – Unescorted Access Only.

(2) To obtain the PIV card contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee, authorized by the CO and/or the COTR, and will require the approval/signature of the designated "sponsor" or alternate. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause 4554 entitled Security – Unescorted Access Only, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and all required signatures. This paperwork shall be submitted to the Security and Investigations Division, AMC-700 in the Headquarters Building (HQ), Room 321, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Security and Investigations Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

H.24 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003)

CLA.4531

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

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

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

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

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

**H.25 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.26 SECURITY FORMS SUBMITTAL REQUIREMENTS (NOV 2003)

CLA.4545

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

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

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

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

H.27 SECURITY – UNESCORTED ACCESS ONLY (JUNE 2006)

CLA.4554

(a) Definitions.

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

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

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

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

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

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

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or

the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

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

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-l 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 |
|-----------------------------|------------|
| Contract Manager | Level 5 |
| Technical Manager | Level 5 |
| Software Engineer | Level 6 |
| Engineering Technician | Level 5 |
| General Technician | Level 5 |
| Elect/Electronics Engineer | Level 5 |
| General Engineer | Level 5 |
| Meteorologist | Level 5 |
| Meteorologist | Level 6 |
| Computer Scientist | Level 5 |
| Computer Scientist | Level 6 |
| Computer Systems Analyst | Level 5 |
| Computer Systems Analyst | Level 6 |
| Computer Programmer | Level 5 |
| Computer Programmer | Level 6 |
| Data Base Administrator | Level 5 |
| Technical Editor | Level 5 |
| Technical Writer | Level 5 |
| Technical Draftsman | Level 1 |
| Administrative Analyst | Level 1 |
| Word Processor Specialist | Level 1 |
| Administrative (Secretary) | Level 1 |
| Program Analyst | Level 5 |
| Librarian | Level 5 |
| Electronics Technician | Level 6 |
| EOSH Specialist | Level 5 |
| Network (LAN) Administrator | Level 5 |
| Computer Support Specialist | Level 1 |

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

(1) The applicable Questionnaire, as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, shall be completed (all questions answered) in accordance with the instruction sheet. The Questionnaire may be submitted along with the OF-306 Declaration for Federal Employment, most current edition, for Low Risk positions.

(2) One fingerprint card (FD-258). Fingerprinting facilities are available or coordinated through the SSE. Contractors must have a completed fingerprint check (and a favorable adjudication) before issuance of identification card. The Security and Investigations Division, AMC-700, will fingerprint contract

employees. AMC-700 is located at the Headquarters Building, Room 321. All fingerprint cards shall be written in black or blue 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 applicant shall appear in person and provide two forms of identity source documents, in original form, to the PIV Registrar (also known as the SSE or authorized Trusted Agent). Acceptable identity source documents must be from the lists of acceptable documents identified by Form I-9, OMB No. 1115-0136, Employment Eligibility Verification. The I-9 Form itself may or may not be used, but the applicant must still provide and have verified two source documents. At least one document shall be a valid State or Federal Government-issued picture Identification.

(4) 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, Contract and Industrial Security Program, Chapter 5, paragraph 14.b, the investigative forms required for submission to Personnel Security shall include the OF-306, Declaration for Federal Employment, for positions requiring the fingerprint check only.

Additionally, Moderate Risk positions requiring fiduciary responsibilities and High Risk Positions shall also include the DOT Form 1631; Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act. This form shall also be submitted for High Risk positions.

Lastly, for applicants with current or former military employment history, the SF-180, Request Pertaining to Military Records, must be submitted for Personnel Security to obtain the records from the Federal Records Center.

Investigative Form submission should be as follows:

- Low Risk Positions with fingerprint checks only (example, title search, and credit union):

- FD-258 fingerprint card
 - OF-306 Declaration for Federal Employment
 - Record Check Requests (data entry sheet for Personnel Security)
 - Identifier/accounting sheet

- Low and Moderate Risk requiring a National Agency Check and Inquiries (NACI):

- FD-258 fingerprint card
 - SF-85P Questionnaire for Public Trust Positions
 - SF-180 Request Pertaining to Military Records
 - Identifier/accounting sheet

- Moderate Risk Positions with Fiduciary responsibility requiring a NACI:

- FD-258 fingerprint card
 - SF-85P Questionnaire for Public Trust Positions
 - SF-180 Request Pertaining to Military Records
 - Identifier/accounting sheet
 - DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

- High Risk Positions requiring a Background Investigation (BI):

FD-258 fingerprint card
SF-85P Questionnaire for Public Trust Positions
SF-180 Request Pertaining to Military Records
Identifier/accounting sheet

DOT Form 1631 Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act

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.

For all contracts over 6 months in duration, the employee is considered permanent. The minimum background investigation requirement for permanent employees is a National Agency Check with Inquiries (NACI). If the contract includes positions that are temporary, seasonal, or under escort only, a FAA Form 1600-77 for each specific position shall be established, as investigative requirements may differ.

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

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

(6) 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 submission who is hired into any position identified in Section (c) of this Clause.

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

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

NONE

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

(g) As applicable, the Contractor shall submit 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.28 QUALIFICATIONS OF EMPLOYEES (DEC 2002)

CLA.4552

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

H.29 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)

CLA.4555

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

the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

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

H.30 PERSONNEL AND SUPERVISION (OCTOBER 2006) CLA.4556

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

**H.31 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION
OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557**

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

**H.32 NOTICE TO CONTRACTOR REGARDING USE OF SAN ANTONIO
LIGHTHOUSE BASE SUPPLY STORE (SEP 2001) CLA.4549**

a. The San Antonio Lighthouse operates a Base Supply Store (BSS) at the Mike Monroney Aeronautical Center (MMAC). The BSS is located in Room B13 of the Multi-Purpose Building and stocks a wide variety of common use office products. Contractor may request authorization to purchase supplies related to contract performance from the BSS. Such requests should be made in writing and submitted to the cognizant Contracting Officer. Contracting Officer's authorization shall be issued in writing and shall be subject to the following terms:

1. Payments for contractor purchases at the BSS shall be made using a corporate charge account.
2. The BSS does not collect sales tax; however, contractor is not exempt from paying such sales tax under the terms of this contract. Therefore, in the event contractor requests and receives authorization to purchase supplies from the BSS, contractor is responsible for making arrangements for payment of applicable sales tax.

PART II - SECTION I

PART II - SECTION I CONTRACT CLAUSES

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)

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

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

(1) The names of all Subject Individuals who:

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

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

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

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

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

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

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

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

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

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

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

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

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

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

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

Edward Hessler
Authorized Representative
ASRC Management Services
Company Name
04/20/07
Date

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

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

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

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

(ii) Catalog price information including

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

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

contract modification;

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

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

(v) The basis for the market price including:

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION OF CURRENT COST OR PRICING DATA

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

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

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

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

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

(End of certificate)

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 during the effective period of the contract stated in the Schedule.

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

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

3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)(R)

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 not later than the expiration date of current contract period.

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 the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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 September 30, 2007. 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 September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (APRIL 2006)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

(1) An offeror may obtain a DUNS number

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

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

"Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCTOBER 2005)

(a) Method of payment.

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

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

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

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

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

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

(e) Liability for uncompleted or erroneous transfers.

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

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

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

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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

prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

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

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

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

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

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

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

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

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

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

(2) The [Offeror insert name here ASRC Management Services] will notify the FAA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

3.6.2-17 PAYMENT FOR OVERTIME PREMIUMS (APRIL 1996)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed -0- or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or

accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class

Monetary Wage-Fringe Benefits

| | |
|--------------------------------|---------|
| Contract Manager | \$50.23 |
| Technical Manager | \$50.23 |
| Computer Scientist | \$42.70 |
| Elect/Electronics Engineer | \$42.70 |
| General Engineer | \$42.70 |
| Meteorologist | \$42.70 |
| Software Engineer | \$42.70 |
| Network Administrator | \$42.70 |
| Computer Programmer | \$36.14 |
| Computer Systems Analyst | \$36.14 |
| Data Base Administrator | \$36.14 |
| Electronics Technician | \$36.14 |
| Engineering Technician | \$36.14 |
| EOSH Specialist | \$36.14 |
| General Technician | \$30.39 |
| Program Analyst | \$30.39 |
| Computer Support Specialist | \$25.35 |
| Librarian | \$25.35 |
| Technical Editor | \$25.35 |
| Technical Writer | \$25.35 |
| Draftsman/Illustrator | \$20.95 |
| Word Processor Specialist | \$20.95 |
| Administrative Analyst Level 3 | \$25.35 |
| Administrative Analyst Level 2 | \$20.95 |

| | |
|--------------------------------|---------|
| Administrative Analyst Level 1 | \$17.13 |
| Secretary 3 | \$23.08 |
| Secretary 2 | \$18.97 |
| Secretary 1 | \$17.13 |

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

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

(2) Substitution of Personnel.

(a) For the first 180 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

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

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

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 60 days (if a security clearance must be obtained), at least 30 days before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

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

**3.10.2-2 SUBCONTRACTS (COST-REIMBURSEMENT AND CEILING PRICED CONTRACTS)
(OCTOBER 1996)**

(a) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if:

(1) The proposed subcontract is of the cost-reimbursement, time-and-materials, or labor-hour

type;

(2) The proposed subcontract is fixed-price and exceeds either \$100,000 or 5 percent of the total estimated cost of this contract;

(3) The proposed subcontract has experimental, developmental, or research work as one of its purposes; or

(4) This contract is not a facilities contract and the proposed subcontract provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment valued in excess of \$25,000 or of any items of facilities.

(b) (1) In the case of a proposed subcontract that (i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee, (ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2) (i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained.

(iv) The proposed subcontract price and the Contractor's cost or price analysis.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data was not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(c) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (a) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

Subcontracts calling for Engineering and Support services and support that mirrors those provided by the prime contractor in accordance with the contract PWS

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the allowability of any cost under this contract, or (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-

of-cost basis.

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) Reserved.

(j) To facilitate small business participation in subcontracting, the Contractor agrees to provide payments on subcontracts under this contract that are fixed-price subcontracts with small business concerns in conformity with the standards for customary payments, as in effect on the date of this contract. The Contractor further agrees that the need for such financing payments will not be considered a handicap or adverse factor in the award of subcontracts.

(k) The Government reserves the right to review the Contractor's purchasing system.

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

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

| | |
|-------------------|--|
| 3.1.7-2 | ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997) |
| 3.1.8-1 | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (SEPTEMBER 2000) |
| 3.1.8-2 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEPTEMBER 2000) |
| 3.2.2.3-8 | AUDIT AND RECORDS (JULY 2004) |
| 3.2.2.3-25 | REDUCING THE PRICE OF A CONTRACT OR MODIFICATION FOR DEFECTIVE COST OR PRICING DATA (JULY 2004) |
| 3.2.2.3-27 | SUBCONTRACTOR COST OR PRICING DATA (JULY 2004) |
| 3.2.2.3-30 | TERMINATION OF DEFINED BENEFIT PENSION PLANS (JULY 2004) |
| 3.2.2.3-32 | WAIVING FACILITIES CAPITAL COST OF MONEY (JULY 2004) |
| 3.2.2.3-33 | ORDER OF PRECEDENCE (JULY 2004) |
| 3.2.2.3-36 | REVERSING OR ADJUSTING OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (JULY 2004) |
| 3.2.2.3-37 | NOTIFICATION OF OWNERSHIP CHANGES (JULY 2004) |
| 3.2.2.3-75 | REQUESTS FOR CONTRACT INFORMATION (JULY 2004) |
| 3.2.2.7-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 1996) |
| 3.2.2.8-1 | NEW MATERIAL (OCTOBER 1996) |
| 3.2.4-5 | ALLOWABLE COST AND PAYMENT (APRIL 2001) |
| 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) |
| 3.2.5-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APRIL 1996) |
| 3.2.5-7 | DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 1999) |
| 3.2.5-8 | WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996) |
| 3.3.1-14 | LIMITATION OF FUNDS (APRIL 1996) |
| 3.3.1-15 | ASSIGNMENT OF CLAIMS (APRIL 1996) |

- 3.3.1-17 PROMPT PAYMENT (JANUARY 2003)
- 3.3.2-1 FAA COST PRINCIPLES (OCTOBER 1996)
- 3.4.1-11 INSURANCE LIABILITY TO THIRD PERSONS (OCTOBER 1996)
- 3.4.1-12 INSURANCE (JULY 1996)
- 3.5-13 RIGHTS IN DATA-GENERAL (OCTOBER 1996)
- 3.5-15 ADDITIONAL DATA REQUIREMENTS (APRIL 1996)
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (SEPTEMBER 2001)
- 3.6.1-4 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (SEPTEMBER 2001)
- 3.6.1-6 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (SEPTEMBER 2001)
- 3.6.1-7 LIMITATIONS ON SUBCONTRACTING (AUGUST 1997)
- 3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (SEPTEMBER 2003)
- 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 WORKERS WITH DISABILITIES (APRIL 2000)
- 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (JANUARY 1998)
- 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1996)
- 3.6.2-28 SERVICE CONTRACT ACT OF 1965, AS AMENDED (APRIL 1996)
- 3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998)
- 3.6.3-2 CLEAN AIR AND CLEAN WATER (APRIL 1996)
- 3.6.3-15 MATERIAL REQUIREMENTS (OCTOBER 2002)
- 3.6.3-16 DRUG FREE WORKPLACE (JANUARY 2004)
- 3.6.4-2 BUY AMERICAN ACT--SUPPLIES (JULY 1996)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APRIL 1996)
- 3.8.2-9 SITE VISIT (APRIL 1996)
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)
- 3.8.2-11 CONTINUITY OF SERVICES (APRIL 1996)
- 3.8.4-5 GOVERNMENT SUPPLY SOURCES (APRIL 1996)
- 3.9.1-1 CONTRACT DISPUTES (NOVEMBER 2002)
- 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)
- 3.10.1-1 NOTICE OF INTENT TO DISALLOW COSTS (APRIL 1996)
- 3.10.1-3 PENALTIES FOR UNALLOWABLE COSTS (OCTOBER 1996)
- 3.10.1-7 BANKRUPTCY (APRIL 1996)
- 3.10.1-13 CHANGES--COST REIMBURSEMENT (APRIL 1996)
- 3.10.1-13/ALT II CHANGES--COST REIMBURSEMENT ALTERNATE II (APRIL 1996)
- 3.10.1-25 NOVATION AND CHANGE OF NAME AGREEMENTS (JANUARY 2003)
- 3.10.2-5 COMPETITION IN SUBCONTRACTING (JANUARY 1998)
- 3.10.2-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APRIL 1996)
- 3.10.3-1 DEFINITIONS (APRIL 2004)
- 3.10.3-2 GOVERNMENT PROPERTY-BASIC CLAUSE (APRIL 2004)
- 3.10.3-2/ALT II GOVERNMENT PROPERTY-ALTERNATIVE II (APRIL 2004)
- 3.10.4-19 GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (GIDEP) (JANUARY 2002)
- 3.10.5-1 PRODUCT IMPROVEMENT/TECHNOLOGY ENHANCEMENT (APRIL 1996)
- 3.10.6-3 TERMINATION (COST-REIMBURSEMENT) (OCTOBER 1996)
- 3.10.6-7 EXCUSABLE DELAYS (OCTOBER 1996)

- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)
- 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JULY 2006)
- 3.14-4 GOVERNMENT-ISSUED KEYS, PERSONAL IDENTIFICATION VERIFICATION (PIV) CARDS, AND VEHICLE DECALS *(JULY 2006)
- 3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JULY 2006)

(APPLICABLE ONLY UPON THE EXERCISE OF PARAGRAPH 4.3 OF Performance Work Statement)

- 3.10.3-1 DEFINITIONS (APRIL 2004)
- 3.10.3-2 GOVERNMENT PROPERTY-BASIC CLAUSE (APRIL 2004)
- 3.10.3-2ALTI GOVERNMENT PROPERTY-ALTERNATIVE II (APRIL 2004)

PART III - SECTION J - LIST OF ATTACHMENTS

| <u>ATTACHMENT</u> | <u>TITLE</u> | <u>DATE</u> | <u>NO. OF PAGES</u> |
|-------------------|---|-------------|---------------------|
| 1. | Performance Work Statement | 2/14/07 | 28 |
| 2. | Mike Monroney Aeronautical Center Cost-Plus-Award-Fee Guide Program Requirements | Undated | 10 |
| 3. | H.19 Requirement for Screening of Contractor Personnel - Screening Standards - Contractor | 7/01 | 1 |
| 4. | H.19 Requirement for Screening of Contractor Personnel - Adjudicative Standards | 7/01 | 1 |
| 5. | U.S. Dept of Labor, Employment Standards Administration Wage and Hour Division Wage Determination No. 2005-2431 Rev. 3 | 5/29/07 | 8 |