

AWARD/CONTRACT

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1. CONTRACT (Proc. Inst. Ident.) NO.
DTFAAC-09-D-00022

2. EFFECTIVE
01/30/2009

3. REQUISITION/PURCHASE REQUEST/PROJECT NO.

4. ISSUED BY

CODE

AMQ0310-ARC

5. ADMINISTERED BY (If other than Item 4)

CODE

AMQ340-ARC

AMQ-310 CONTRACTING TEAM
FAA AERONAUTICAL CENTER
PO BOX 25082
MPB ROOM 380
OKLAHOMA CITY OK 73125

AMQ-340 CONTRACT MANAGEMENT TEAM
FAA AERONAUTICAL CENTER
PO BOX 25082
MPB ROOM 369
OKLAHOMA CITY OK 73125

6. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)

CONCEPT SOLUTIONS, LLC
11490 COMMERCE PARK DR
SUITE 520
RESTON VA 20191

7. DELIVERY

FOB ORIGIN OTHER (See below)

8. DISCOUNT FOR PROMPT PAYMENT

PROMPT NET 30

9. SUBMIT INVOICES
(4 copies unless otherwise specified)
TO THE ADDRESS SHOWN IN:

ITEM

11

CODE

FACILITY CODE

10. SHIP TO/MARK FOR

CODE

11. PAYMENT WILL BE MADE BY

CODE

FAA AC ACCTG OFC

FAA AC ACCTG OFC
DOT/FAA AMZ-110
PO BOX 25710
OKLAHOMA CITY OK 73125

12. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

13. ACCOUNTING AND APPROPRIATION DATA

See Schedule

14A. ITEM	14B. SUPPLIES/SERVICES	14C. QTY	14D. UNIT	14E. UNIT PRICE	14F. AMOUNT
Continued...					

14G. TOTAL AMOUNT OF CONTRACT \$0.00

15. 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	33-51
X	B	SUPPLIES OR SERVICES AND PRICE/COST	2-21	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	22-23	X	J	LIST OF ATTACHMENTS	52
X	D	PACKAGING AND MARKING	23	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	23-24	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	**
X	F	DELIVERIES OR PERFORMANCE	24-25	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	G	CONTRACT ADMINISTRATION DATA	25-27	L	INSTR., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	27-33	M	EVALUATION FACTORS FOR AWARD		

CONTRACTING OFFICER WILL COMPLETE ITEM 16 OR 17 AS APPLICABLE

16. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

17. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Contract Authority's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

18A. NAME AND TITLE OF SIGNER (Type or print)

Phong Mai President

19A. NAME OF CONTRACTING OFFICER

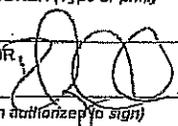
Susan L. Eads

18B. NAME OF CONTRACTOR

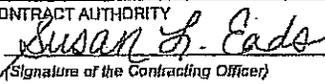
18C. DATE SIGNED

19B. CONTRACT AUTHORITY

19C. DATE SIGNED

BY  (Signature of person authorized to sign)

1-29-09

BY  (Signature of the Contracting Officer)

1-29-09

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REFERENC... OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CCR: Yes DUNS: 013341842 **Section K Incorporated by Reference</p> <p>The following represents the total ESTIMATED amounts per year and the Total Estimated Potential Value (TEPV) of subject contract:</p> <p>Base Year - \$11,170,294.60 Option Yr I - \$11,562,463.60 Option Yr II - \$11,968,069.40 Option Yr III - \$12,388,506.80 Option Yr IV - \$12,823,455.60</p> <p>TEPV - \$59,912,790.00 DISTR: TS FOB: Destination Period of Performance: 01/30/2009 to 02/28/2014</p> <p>***** Phase In - January 30, 2009 through February 28, 2009</p> <p>BASE YEAR Period of Performance: March 1, 2009 through February 28, 2010 *****</p>				
0001	<p>Phase In</p> <p>Services provided in accordance with the SOW Described Phase In Transition, Para C.11 This CLIN is not seperately priced.</p>	1	MO		0.00
	<p>Period of Performance: January 30, 2009 to February 28, 2009 ISO9000: N Electronic & IT: 03 (Not Separately Priced)</p>				
0002	<p>Project Management and Reports</p> <ul style="list-style-type: none"> ·Project Management ·Reports described in SOW (CDRL's) ·Phase In <p>Payment of invoices is subject to receipt of Reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established fixed price.</p> <p>12 months @ \$18,202.20 per month Total: \$218,426.40 Continued ...</p>	12	MO	0.00	

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NAME OF OFFEROR OR CONTRACTOR
 CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																								
0003	Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03 Full-Time Site Supervision	28	MO	0.00																									
	Payment of invoices is subject to receipt of Reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established fixed price. NOTE: IAW Provision I.6, Order Limitations, the value of CLINS 0002 & 0003 represents the minimum order amount for the Base Year period of performance. 12 months @ \$23,728.33 per month Total: \$284,739.96																												
	Base Year Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03 *****																												
	Please be advised that the SIR contained sub-clins for the fixed labor hour clins. This award will not contain the sub-clins due to our contract writing system not allowing that function to happen. However, the titles for the sub-clins are listed w/in the CLINS along with pricing for each level of the CLIN labor category. *****																												
0004	Contract Specialist <table border="0" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">Eastern</td> <td style="text-align: center;">Central</td> <td style="text-align: center;">Western</td> </tr> <tr> <td></td> <td style="text-align: center;">Hourly</td> <td style="text-align: center;">Hourly</td> <td style="text-align: center;">Hourly</td> </tr> <tr> <td></td> <td style="text-align: center;">Rate</td> <td style="text-align: center;">Rate</td> <td style="text-align: center;">Rate</td> </tr> <tr> <td>Entry Level</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> </tr> <tr> <td>Intermediate Level</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> </tr> <tr> <td>Senior Level</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> <td style="text-align: center;">██████</td> </tr> </table>		Eastern	Central	Western		Hourly	Hourly	Hourly		Rate	Rate	Rate	Entry Level	██████	██████	██████	Intermediate Level	██████	██████	██████	Senior Level	██████	██████	██████				
	Eastern	Central	Western																										
	Hourly	Hourly	Hourly																										
	Rate	Rate	Rate																										
Entry Level	██████	██████	██████																										
Intermediate Level	██████	██████	██████																										
Senior Level	██████	██████	██████																										
	Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03																												
0005	Realty Specialist Continued ...																												

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)			QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Eastern Hourly Rate	Central Hourly Rate	Western Hourly Rate				
0006	Junior Senior	██████████ ██████████	██████████ ██████████	██████████ ██████████			
	Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03						
	Real Estate Appraiser						
	Eastern Hourly Rate	Central Hourly Rate	Western Hourly Rate				
0007	Junior Senior	██████████ ██████████	██████████ ██████████	██████████ ██████████			
	Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03						
	CLIN 0008 - Material Management Specialist						
0008	Junior Senior	██████████ ██████████	██████████ ██████████	██████████ ██████████			
	Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03						
	CLIN 0009 - Hazardous Material Management Specialist						
0009	Continued ...						

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Eastern Central Western Hourly Hourly Hourly Rate Rate Rate</p> <p>██████████ ██████████ ██████████</p>				
0010	<p>Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03 Administrative Logistician</p>	28	2010		
	<p>Eastern Central Western Hourly Hourly Hourly Rate Rate Rate</p> <p>██████████ ██████████ ██████████</p>				
0011	<p>Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03 GIS/GPS Spatial Analyst</p>	28	2010		
	<p>Eastern Central Western Hourly Hourly Hourly Rate Rate Rate</p> <p>██████████ ██████████ ██████████</p>				
0012	<p>Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03 Site Supervisor</p>	28	2010		
	<p>Eastern Central Western Hourly Hourly Hourly Rate Rate Rate</p> <p>██████████ ██████████ ██████████</p>				
0013	<p>Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03 Travel</p>	28	2010		
	<p>In accordance with travel clause in para H.9 of this SIR and the requirements set forth in para C-2.1.3 of the SOW Government estimate for this is \$5,084.00 and is to be spread across the entire base year. Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0014	<p>Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03</p> <p>Training</p> <p>IAW SOW Requirement C-5.3 CO approval required prior to any training event/class.</p> <p>Government estimate for this is \$79,655.00 and is to be spread across the entire base year.</p>	28	MO		
0015	<p>Period of Performance: March 1, 2009 to February 28, 2010 ISO9000: N Electronic & IT: 03</p> <p>***** OPTION YEAR ONE *****</p> <p>Period of Performance: March 1, 2010 through February 28, 2011 *****</p> <p>CLIN 00015 - Project Management and Reports</p> <ul style="list-style-type: none"> •Project Management •Reports described in SOW (CDRL's) <p>Payment of invoices is subject to receipt of Reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established fixed price.</p> <p>12 months @ \$18,838.53 per month Total: \$226,062.36</p> <p>Option I Period of Performance: March 1, 2010 to February 28, 2011 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2010</p>	12	MO	0.00	0.00
0016	<p>CLIN 0016 - Full-Time Site Supervision</p> <p>Payment of invoices is subject to receipt of Reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established fixed price.</p> <p>NOTE: IAW Provision I.6, Order Limitations, the value of CLINs 0015 & 0016 represents the minimum order amount for the Option Year I period of performance.</p> <p>Continued ...</p>	12	MO	0.00	0.00

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																							
	12 months @ \$24,557.87 per month Total: \$294,694.44																											
	Period of Performance: March 1, 2010 to February 28, 2011 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2010																											
0017	Contract Specialist				0.00																							
	<table border="0"> <tr> <td></td> <td>Eastern</td> <td>Central</td> <td>Western</td> </tr> <tr> <td></td> <td>Hourly</td> <td>Hourly</td> <td>Hourly</td> </tr> <tr> <td></td> <td>Rate</td> <td>Rate</td> <td>Rate</td> </tr> <tr> <td>Entry Level</td> <td>██████████</td> <td>██████████</td> <td>██████████</td> </tr> <tr> <td>Intermediate Level</td> <td>██████████</td> <td>██████████</td> <td>██████████</td> </tr> <tr> <td>Senior Level</td> <td>██████████</td> <td>██████████</td> <td>██████████</td> </tr> </table>		Eastern	Central	Western		Hourly	Hourly	Hourly		Rate	Rate	Rate	Entry Level	██████████	██████████	██████████	Intermediate Level	██████████	██████████	██████████	Senior Level	██████████	██████████	██████████			
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	Period of Performance: March 1, 2010 to February 28, 2011 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2010																											
0018	Realty Specialist				0.00																							
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Junior	██████████	██████████	██████████																									
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0019	Real Estate Appraiser				0.00																							
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	Period of Performance: March 1, 2010 to February 28, 2011 ISO9000: N Electronic & IT: 03 Continued ...																											

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CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																				
0020	Amount: \$0.00 (Option Line Item) 03/01/2010 Space Management				0.00																				
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	Eastern	Central	Western																						
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Senior	██████	██████	██████																						
0021	Period of Performance: March 1, 2010 to February 28, 2011 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2010 CLIN 0021 - Material Management Specialist	28	2011		0.00																				
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0022	Period of Performance: March 1, 2010 to February 28, 2011 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2010 CLIN 0022 - Hazardous Material Management Specialist	28	2011		0.00																				
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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0024	<p>Hourly Hourly Hourly Rate Rate Rate</p> <p>[REDACTED] [REDACTED] [REDACTED]</p> <p>Period of Performance: March 1, 2010 to February 28, 2011 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2010</p> <p>GIS/GPS Spatial Analyst</p> <p>Eastern Central Western Hourly Hourly Hourly Rate Rate Rate</p> <p>[REDACTED] [REDACTED] [REDACTED]</p>				0.00
0025	<p>Period of Performance: March 1, 2010 to February 28, 2011 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2010</p> <p>Site Supervisor</p> <p>Eastern Central Western Hourly Hourly Hourly Rate Rate Rate</p> <p>[REDACTED] [REDACTED] [REDACTED]</p>				0.00
0026	<p>Period of Performance: March 1, 2010 to February 28, 2011 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2010</p> <p>Travel</p> <p>In accordance with travel clause in para H.9 of this SIR and the requirements set forth in para C-2.1.3 of the SOW</p> <p>Government estimate for this is \$5,339.00 and is to be spread across Option Year I.</p> <p>Period of Performance: March 1, 2010 to February 28, 2011 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2010</p>				0.00
0027	<p>Training</p> <p>Continued ...</p>				0.00

NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>IAW SOW Requirement C-5.3 CO approval required prior to any training event/class. Government estimate for this is \$83,639.00 and is to be spread across Option Year I. Period of Performance: March 1, 2010 to February 28, 2011 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2010</p> <p>***** OPTION YEAR TWO Period of Performance: March 1, 2011 through February 29, 2012 *****</p>				
0028	<p>CLIN 0028 - Project Management and Reports • Project Management • Reports described in SOW (CDRL's) Payment of invoices is subject to receipt of Reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established 12 months @ \$19,497.87 per month Total: \$233,974.44 Option Year II Period of Performance: March 1, 2011 to February 29, 2012 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2011</p>	12	MO	0.00	0.00
0029	<p>Full-Time Site Supervision NOTE: IAW Provision T.6, Order Limitations, the value of CLINs 0028 & 0029 represents the minimum order amount for the Option Year II period of performance. 12 months @ \$25,418.07 per month Total: \$305,016.84 Period of Performance: March 1, 2011 to February 29, 2012 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2011</p>	12	MO	0.00	0.00
0030	<p>Contract Specialist Continued ...</p>				0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)			QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Eastern Hourly Rate	Central Hourly Rate	Western Hourly Rate				
	Entry Level						
	Intermediate Level						
	Senior Level						
	Period of Performance: March 1, 2011 to February 29, 2012						
	ISO9000: N Electronic & IT: 03						
	Amount: \$0.00 (Option Line Item)						
	03/01/2011						
0031	Realty Specialist						0.00
	Eastern Hourly Rate	Central Hourly Rate	Western Hourly Rate				
	Junior						
	Senior						
	Period of Performance: March 1, 2011 to February 29, 2012						
	ISO9000: N Electronic & IT: 03						
	Amount: \$0.00 (Option Line Item)						
	03/01/2011						
0032	Real Estate Appraiser						0.00
	Eastern Hourly Rate	Central Hourly Rate	Western Hourly Rate				
	Period of Performance: March 1, 2011 to February 29, 2012						
	ISO9000: N Electronic & IT: 03						
	Amount: \$0.00 (Option Line Item)						
	03/01/2011						
0033	Space Management						0.00
	Eastern Hourly Rate	Central Hourly Rate	Western Hourly Rate				
	Continued ...						

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Junior Senior Period of Performance: March 1, 2011 to February 29, 2012 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2011				
0034	CLIN 0034 - Material Management Specialist Eastern Central Western Hourly Hourly Hourly Rate Rate Rate Junior Senior Period of Performance: March 1, 2011 to February 29, 2012 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2011				0.00
0035	CLIN 0035 - Hazardous Material Management Specialist Eastern Central Western Hourly Hourly Hourly Rate Rate Rate Period of Performance: March 1, 2011 to February 29, 2012 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2011				0.00
0036	Administrative Logistician Eastern Central Western Hourly Hourly Hourly Rate Rate Rate Period of Performance: March 1, 2011 to February 29, 2012 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2011 Continued ...				0.00

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0037	GIS/GPS Spatial Analyst Eastern Central Western Hourly Hourly Hourly Rate Rate Rate 				0.00
Period of Performance: March 1, 2011 to February 29, 2012 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2011					
0038	Site Supervisor Eastern Central Western Hourly Hourly Hourly Rate Rate Rate 				0.00
Period of Performance: March 1, 2011 to February 29, 2012 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2011					
0039	Travel In accordance with travel clause in para H.9 of this SIR and the requirements set forth in para C-2.1.3 of the SOW Government estimate for this is \$5,606.00 and is to be spread across Option Year II. Period of Performance: March 1, 2011 to February 29, 2012 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2011				0.00
0040	Training IAW SOW Requirement C-5.3 CO approval required prior to any training event/class. Government estimate for this is \$87,821.00 and is to be spread across Option Year II. Period of Performance: March 1, 2011 to February 29, 2012 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2011 Continued ...				0.00

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>***** OPTION YEAR THREE Period of Performance: March 1, 2012 through February 28, 2013 *****</p>				
0041	<p>CLIN 0041 - Project Management and Reports</p> <ul style="list-style-type: none"> • Project Management • Reports described in SOW (CDRL's) <p>Payment of invoices is subject to receipt of Reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established fixed price.</p> <p>12 months @ \$20,180.20 per month Total: \$242,162.40</p>	12	MO	0.00	0.00
	<p>Option Year III Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012</p>				
0042	<p>CLIN 0042 - Full-Time Site Supervision</p> <p>Payment of invoices is subject to receipt of Reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established Fixed price.</p> <p>NOTE: IAW Provision I.6, Order Limitations, the value of CLINS 0041 & 0042 represents the minimum order amount for the Option Year III period of performance.</p> <p>12 months @ \$26,307.40 per month Total: \$315,688.80</p>	12	MO	0.00	0.00
	<p>Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012</p>				
0043	<p>Contract Specialist</p> <p style="text-align: center;"> Eastern Central Western Hourly Hourly Hourly Rate Rate Rate </p>				.000
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Entry Level [REDACTED] [REDACTED] [REDACTED] Intermediate Level [REDACTED] [REDACTED] [REDACTED] Senior Level [REDACTED] [REDACTED] [REDACTED] Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012	28	2013		
0044	Realty Specialist Eastern Central Western Hourly Hourly Hourly Rate Rate Rate Junior [REDACTED] [REDACTED] [REDACTED] Senior [REDACTED] [REDACTED] [REDACTED] Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012	28	2013		0.00
0045	Real Estate Appraiser Eastern Central Western Hourly Hourly Hourly Rate Rate Rate [REDACTED] [REDACTED] [REDACTED] Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012	28	2013		0.00
0046	Space Management Eastern Central Western Hourly Hourly Hourly Rate Rate Rate Junior [REDACTED] [REDACTED] [REDACTED] Senior [REDACTED] [REDACTED] [REDACTED] Period of Performance: March 1, 2012 to February 28, 2013 Continued ...	28	2013		0.00

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0047	ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012 CLIN 0047 - Material Management Specialist Eastern Central Western Hourly Hourly Hourly Rate Rate Rate Junior [REDACTED] [REDACTED] [REDACTED] Senior [REDACTED] [REDACTED] [REDACTED]				0.00
0048	Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012 CLIN 0048 - Hazardous Material Management Specialist Eastern Central Western Hourly Hourly Hourly Rate Rate Rate [REDACTED] [REDACTED] [REDACTED]				0.00
0049	Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012 Administrative Logistician Eastern Central Western Hourly Hourly Hourly Rate Rate Rate [REDACTED] [REDACTED] [REDACTED]				0.00
0050	Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012 GIS/GPS Spatial Analyst Eastern Central Western Hourly Hourly Hourly Rate Rate Rate [REDACTED] [REDACTED] [REDACTED]				0.00
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0051	<p style="text-align: center;">Rate Rate Rate</p> <p style="text-align: center;">██████████ ██████████ ██████████</p> <p>Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012</p> <p>Site Supervisor</p> <p style="text-align: center;">Eastern Central Western Hourly Hourly Hourly Rate Rate Rate</p> <p style="text-align: center;">██████████ ██████████ ██████████</p>				0.00
0052	<p>Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012</p> <p>Travel</p> <p>In accordance with travel clause in para H.9 of this SIR and the requirements set forth in para C-2.1.3 of the SOW</p> <p>Government estimate for this is \$5,886.00 and is to be spread across Option Year III.</p>				0.00
0053	<p>Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012</p> <p>Training</p> <p>IAW SOW Requirement C-5.3 CO approval required prior to any training event/class.</p> <p>Government estimate for this is \$92,212.00 and is to be spread across Option Year III.</p> <p>Period of Performance: March 1, 2012 to February 28, 2013 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2012</p>				0.00
<p>***** OPTION YEAR FOUR Continued ...</p>					

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																								
0054	<p>Period of Performance: March 1, 2013 through February 28, 2014 *****</p> <p>Project Management and Reports</p> <ul style="list-style-type: none"> •Project Management •Reports described in SOW (CDRL's) •Phase Out <p>Payment of invoices is subject to receipt of Reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established fixed price.</p> <p>12 months @ \$20,887.07 per month Total: \$250,644.84</p>	12	MO	0.00	0.00																								
0055	<p>Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013</p> <p>CLIN 0055 - Full-Time Site Supervision</p> <p>Payment of invoices is subject to receipt of Reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established fixed price.</p> <p>NOTE: IAW Provision I.6, Order Limitations, the value of CLINs 0054 & 0055 represents the minimum order amount for the Option Year IV period of performance.</p> <p>12 months @ \$27,228.93 per month Total: \$326,747.16</p>	12	MO	0.00	0.00																								
0056	<p>Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013</p> <p>Contract Specialist</p> <table border="0" style="width: 100%;"> <tr> <td></td> <td style="text-align: center;">Eastern</td> <td style="text-align: center;">Central</td> <td style="text-align: center;">Western</td> </tr> <tr> <td></td> <td style="text-align: center;">Hourly</td> <td style="text-align: center;">Hourly</td> <td style="text-align: center;">Hourly</td> </tr> <tr> <td></td> <td style="text-align: center;">Rate</td> <td style="text-align: center;">Rate</td> <td style="text-align: center;">Rate</td> </tr> <tr> <td>Entry Level</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> </tr> <tr> <td>Intermediate Level</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> <td style="text-align: center;">██████████</td> </tr> <tr> <td>Continued ...</td> <td></td> <td></td> <td></td> </tr> </table>		Eastern	Central	Western		Hourly	Hourly	Hourly		Rate	Rate	Rate	Entry Level	██████████	██████████	██████████	Intermediate Level	██████████	██████████	██████████	Continued ...							0.00
	Eastern	Central	Western																										
	Hourly	Hourly	Hourly																										
	Rate	Rate	Rate																										
Entry Level	██████████	██████████	██████████																										
Intermediate Level	██████████	██████████	██████████																										
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0057	Senior Level [REDACTED] Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013				0.00
0058	Realty Specialist Eastern Central Western Hourly Hourly Hourly Rate Rate Rate Junior [REDACTED] Senior [REDACTED] Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013				0.00
0059	Real Estate Appraiser Eastern Central Western Hourly Hourly Hourly Rate Rate Rate [REDACTED] Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013 Space Management Eastern Central Western Hourly Hourly Hourly Rate Rate Rate Junior [REDACTED] Senior [REDACTED] Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013 Continued ...				0.00

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NAME OF OFFEROR OR CONTRACTOR
CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																				
0060	<p>CLIN 0060 - Material Management Specialist</p> <table border="0"> <tr> <td></td> <td>Eastern</td> <td>Central</td> <td>Western</td> </tr> <tr> <td></td> <td>Hourly</td> <td>Hourly</td> <td>Hourly</td> </tr> <tr> <td></td> <td>Rate</td> <td>Rate</td> <td>Rate</td> </tr> <tr> <td>Junior</td> <td>████████</td> <td>████████</td> <td>████████</td> </tr> <tr> <td>Senior</td> <td>████████</td> <td>████████</td> <td>████████</td> </tr> </table> <p>Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013</p>		Eastern	Central	Western		Hourly	Hourly	Hourly		Rate	Rate	Rate	Junior	████████	████████	████████	Senior	████████	████████	████████				0.00
	Eastern	Central	Western																						
	Hourly	Hourly	Hourly																						
	Rate	Rate	Rate																						
Junior	████████	████████	████████																						
Senior	████████	████████	████████																						
0061	<p>CLIN 0061 - Hazardous Material Management Specialist</p> <table border="0"> <tr> <td></td> <td>Eastern</td> <td>Central</td> <td>Western</td> </tr> <tr> <td></td> <td>Hourly</td> <td>Hourly</td> <td>Hourly</td> </tr> <tr> <td></td> <td>Rate</td> <td>Rate</td> <td>Rate</td> </tr> <tr> <td></td> <td>████████</td> <td>████████</td> <td>████████</td> </tr> </table> <p>Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013</p>		Eastern	Central	Western		Hourly	Hourly	Hourly		Rate	Rate	Rate		████████	████████	████████				0.00				
	Eastern	Central	Western																						
	Hourly	Hourly	Hourly																						
	Rate	Rate	Rate																						
	████████	████████	████████																						
0062	<p>Administrative Logistician</p> <table border="0"> <tr> <td></td> <td>Eastern</td> <td>Central</td> <td>Western</td> </tr> <tr> <td></td> <td>Hourly</td> <td>Hourly</td> <td>Hourly</td> </tr> <tr> <td></td> <td>Rate</td> <td>Rate</td> <td>Rate</td> </tr> <tr> <td></td> <td>████████</td> <td>████████</td> <td>████████</td> </tr> </table> <p>Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013</p>		Eastern	Central	Western		Hourly	Hourly	Hourly		Rate	Rate	Rate		████████	████████	████████				0.00				
	Eastern	Central	Western																						
	Hourly	Hourly	Hourly																						
	Rate	Rate	Rate																						
	████████	████████	████████																						
0063	<p>GIS/GPS Spatial Analyst</p> <table border="0"> <tr> <td></td> <td>Eastern</td> <td>Central</td> <td>Western</td> </tr> <tr> <td></td> <td>Hourly</td> <td>Hourly</td> <td>Hourly</td> </tr> <tr> <td></td> <td>Rate</td> <td>Rate</td> <td>Rate</td> </tr> <tr> <td></td> <td>████████</td> <td>████████</td> <td>████████</td> </tr> </table> <p>Continued ...</p>		Eastern	Central	Western		Hourly	Hourly	Hourly		Rate	Rate	Rate		████████	████████	████████				0.00				
	Eastern	Central	Western																						
	Hourly	Hourly	Hourly																						
	Rate	Rate	Rate																						
	████████	████████	████████																						

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)												
0064	<p>Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013</p> <p>Site Supervisor</p> <table border="0" style="margin-left: 40px;"> <tr> <td>Eastern</td> <td>Central</td> <td>Western</td> </tr> <tr> <td>Hourly</td> <td>Hourly</td> <td>Hourly</td> </tr> <tr> <td>Rate</td> <td>Rate</td> <td>Rate</td> </tr> <tr> <td>████████</td> <td>████████</td> <td>████████</td> </tr> </table>	Eastern	Central	Western	Hourly	Hourly	Hourly	Rate	Rate	Rate	████████	████████	████████				0.00
Eastern	Central	Western															
Hourly	Hourly	Hourly															
Rate	Rate	Rate															
████████	████████	████████															
0065	<p>Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013</p> <p>Travel</p> <p>In accordance with travel clause in para H.9 of this SIR and the requirements set forth in para C-2.1.3 of the SOW</p> <p>Government estimate for this is \$6,180.00 and is to be spread across Option Year IV.</p>				0.00												
0066	<p>Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013</p> <p>Training</p> <p>IAW SOW Requirement C-5.3 CO approval required prior to any training event/class.</p> <p>Government estimate for this is \$96,822.00 and is to be spread across Option Year IV.</p>				0.00												
0067	<p>Period of Performance: March 1, 2013 to February 28, 2014 ISO9000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013</p> <p>Phase Out</p> <p>Services provided in accordance with the SOW Described Phase Out, Para C-12.</p> <p>Period of Performance: March 1, 2014 to March 31, 2014 Continued ...</p>	1	MO		0.00												

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CONCEPT SOLUTIONS, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	IS09000: N Electronic & IT: 03 Amount: \$0.00 (Option Line Item) 03/01/2013 (Not Separately Priced) The total amount of award: \$0.00. The obligation for this award is shown in box 14G.				

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**C.1 SCOPE OF WORK**

(a) The contractor shall provide all labor, supervision, project management, travel, materials, equipment, transportation, incidentals, and supplies necessary to provide LOGISTICS SUPPORT SERVICES as identified in the attached Statement of Work (SOW), 4 September 2008.

(b) The services required under this contract will be ordered by "Delivery/Task Orders" signed and issued by the Contracting Officer. The Delivery/Task Order Not-To-Exceed total funding will be based on the established prices identified in Schedule B for Contract Line Items (CLINs) 0002 through 0014, for the basic period and so on for all option periods. All fixed price(s) shall represent the composite price including direct and indirect labor, indirect materials, overhead, G&A, and profit/fee. Travel expenses that are designated as cost reimbursable shall represent the allowable actual cost at the time of billing.

(c) The contractor shall be responsible for all on-site management and supervision of this contract. The contractor shall furnish all key personnel as part of the fixed price to include the on-site project manager, three full time supervisors, and any other positions necessary to successfully deliver the described Project Management and Full Time Site Supervision. Charges for personnel that are not directly related to a delivery order shall not be charged direct to the contract.

(d) The Project Manager is responsible for supervision of all contract personnel associated with this contract, including supervision. Contract management shall include day-to-day supervision of contract employees including but not limited to work assignments; leave, payroll records, etc. The Project Manager shall identify in writing to the CO or designated representation all delegations of authority. At no time will Government personnel supervise contract employees.

(e) The on-site Contract Management staff shall be provided suitable space at the various locations identified in Attachment 2 of this SIR. Government Furnished Property and facility space is described in the SOW.

(f) The SOW and appendices for this requirement are included as attachments to this document as listed in Section J, List of Attachments.

C.2 PHASE IN

(a) This contract contains transition requirements which must be accomplished in accordance with an FAA approved transition plan.

(b) The Contractor's transition plan shall include a method to facilitate receipt, during the transition period, of all work in process which cannot be completed by the incumbent contractor prior to contract start-up and work which cannot be postponed. This plan of action is to enable the contractor to plan, estimate, and obtain the resources required to perform the work.

(c) Upon award, the contractor will be allowed access to the facilities to familiarize the key personnel with the current operations. The purpose of the Phase-in period is to:

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

(d) Contractor access must not interfere with the activities of current contract personnel. To preclude such interferences, arrangements will be made with the Contracting Officer or the designated representative.

(e) The Contractor shall not assume that incumbent contractor employees will be available to guide, direct, or specifically orient each contractor employee. The Contractor shall cooperate with the incumbent contractor during the transition period and shall conform to the transition plan as approved by the Government.

(f) During the transition period, the contractor shall provide for contingency services required or caused by a work disruption or stoppage by the incumbent contractor.

C.3 PHASE OUT

In the event the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor contractor. Reporting of the current status may be necessary for transition or closeout of delivery orders. In transition, the incumbent contractor is expected to allow the successor access to incumbent employees and allow distribution of the successor's recruitment notice.

C.4 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE CLA 4548 (SEP 2001)

(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 with the Contracting Officer, contractor personnel may 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 (COTR) 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 (JAN 1997) CLA.1908

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

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled .

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

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

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

3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)**PART I - SECTION F - DELIVERIES OR PERFORMANCE****F.1 PLACE OF PERFORMANCE**

Place of performance will be in accordance with Attachment 2, titled Position Locations.

F.2 PERFORMANCE

Performance completion dates will be specified on individual delivery/task orders(s) issued hereunder.

F.3 DELIVERY OF MATERIALS (Applicable to Project Management and Reports)

The Contractor shall deliver material including but not limited to original work papers, notes and drafts, printed materials, and pamphlets developed in support of the work performed. The delivery date for materials, publications etc. shall be established as "after receipt of order "(days) from the date of written task order by the Contracting Officer or the COTR. This material is considered "subject data" in accordance with the provisions of the AMS clause 3.5-13 entitled "Rights in Data--General".

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

The effective period of this contract is 1 March 2009 through 28 February 2010 for the base year, and if extended by exercise of option, one-year option periods designated as follows:

Beginning 30 January 2009 through 28 February 2009 – Phase In
 1 March 2009 through 28 February 2010 – Base Year
 1 March 2010 through 28 February 2011 – Option I
 1 March 2011 through 29 February 2012 – Option II
 1 March 2012 through 28 February 2013 – Option III
 1 March 2013 through 28 February 2014 – Option IV

F.6 PHASE-IN/PERIOD OF PERFORMANCE

This contract includes a one-month transition period that is anticipated to begin 30 January 2009, followed by the base year of performance beginning 1 March 2009 and ending 28 February 2010. The base year may be extended annually by exercise of four one-year option periods. Exercise of the option is at the sole discretion of the Government.

3.10.1-9/alt1 Stop-Work Order Alternate I (October 1996)

If this clause is inserted in a cost-reimbursement contract, substitute in subparagraph (a)(2) "termination clause" for "termination for default or termination for convenience clause" and in paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the

estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

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

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

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

3.10.1-24 Notice of Delay (November 1997)

3.11-34 F.O.B. Destination (April 1999)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

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

G.2 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.3 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135r

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

(1) The original to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division, AMZ-100
P.O. Box 25710
Oklahoma City, OK 73169-4913

(2) One copy to the FAA Contracting Officer Technical Representative (COTR)

List of COTR's and addresses will be submitted to the Contractor 30 days after award.

(3) One copy to:

FAA, Mike Monroney Aeronautical Center
Aviation, Medical & Training Division, AMQ-340
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Requirement Order number, description of services, including applicable Contract Line Item Number(s), performance dates, and quantity(s) that were provided.

(3) Extended totals for invoiced quantities and year-to-date billing.

(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.4 INCREMENTAL FUNDING (JAN 1997)

CLA.2604

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

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

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

G.5 GOVERNMENT PROPERTY REPORTS (JAN 1997)

CLA.4528

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

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

G.6 WAIVER OF WITHHOLDING (SEP 2001)

CLA.4546

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

G.7 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002) CLA.4550 CENTER (MMAC)

(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)

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

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

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful contractor may be required and will be held as soon as possible after award of the contract. The conference will be held at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

(b) The contractor will be given five working days notice prior to the date of the conference by the Contracting Officer.

H.2 DELIVERY ORDER NOT-TO-EXCEED PRICE

A Delivery Order will be issued to identify the required performance period for Contract Line Item Number(s), cost estimates or price(s), and funding obligations in accordance with the established provisions of this Contract. The Delivery Order shall identify the Not-To-Exceed (NTE) estimate in total dollars for CLINS that are other than Firm Fixed Price. Fixed Price CLINs will be limited to the established Total Fixed Price.

H.3 DELIVERY/TASK ORDER PROCESSING

(a) A Delivery/Task Order will be issued identifying the schedule for services required for each CLIN. The schedules may be periodically updated. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks according to the schedules. Only the CO or designated Contracting Officer's Representative (COR) may authorize deviation from the delivery order schedules.

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

(1) The FAA will formally issue the Delivery/Task Order with signature by the Contracting Officer or designated representative, and date. Each delivery order will contain the following information:

- (i) An appropriate reference to the Contract, delivery/task order number, and task number.
- (ii) A description of the services to be performed
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Scheduled deliveries.
- (v) Ceiling price.

(c) 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.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a Task Order, with a copy of the Requirements Schedule, directing the contractor to proceed with performance of the work specified. Each Task Order will specify a ceiling price and the contractor will proceed with performance of the work required by the Task Order. The contractor shall submit a task proposal

within 7 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, discussions will be conducted to confirm available support, schedule, and establish an agreed upon ceiling price.

(e) Any requirement issued during period of performance identified on the Contract Delivery Order, and not completed within that period, shall be completed by the contractor within the time specified in the Delivery Order. The rights and obligations of the contractor and the Government respecting that Delivery Order shall be governed by the terms of this contract as fully and to the same extent as if completed during the effective term of this contract.

H.4 STAFFING/RESOURCE UTILIZATION

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

H.5 LIMITATION OF GOVERNMENT'S OBLIGATION -- ALLOTMENT OF FUNDS

(a) The Government shall not be obligated to pay the contractor any amount in excess of the amount set forth in each delivery order and the contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in each delivery order unless and until the Contracting Officer has notified the contractor in writing that such amount has been increased and shall have specified in such notice a revised amount which shall thereupon constitute the Not-to-Exceed Ceiling for performance of the delivery order.

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

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a delivery order by an Administrative "Modification of Delivery Order" on a unilateral basis to the respective Delivery Order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

H.6 DISSEMINATION OF CONTRACT INFORMATION

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

H.7 ENVIRONMENTAL, SAFETY, AND HEALTH (July 2008)

CLA.0090

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

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g.

29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

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

(3) The MMAC Environmental Policy which states:

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

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

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

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

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

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

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC EMS Employee Awareness and MMAC General Employee Training. This training is available on-line at:
https://employees.faa.gov/employee_services/regcent_services/mmac/amp/env/mgt_sys/em/.

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

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

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

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks and implements controls*

- *Prevents injury and illness*
- *Establishes health and safety objectives*

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

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

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

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

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

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

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

H.8 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (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.9 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)

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. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO 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.10 AGREEMENT TO PARTICIPATE IN ALTERNATIVE
DISPUTE RESOLUTION (APRIL 1998)**

CLA.4540

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

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

H.11 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)

CLA.4555

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

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

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

H.12 PERSONNEL AND SUPERVISION (OCTOBER 2006)

CLA.4556

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

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

CLA.4557

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

H.14 OVERTIME

The use of overtime may be authorized under this contract if advanced approval is obtained from the Contracting Officer, including pre-approval in a task order. The overtime rate will be capped at time and a half. Any request for overtime must be accompanied by written justification from the requiring office detailing the need for overtime. The request for overtime shall identify in detail what service requires overtime, how many work-hours are required, and the location the work is to be performed. The Contracting Officer has the authority to deny overtime if he/she deems the request to be excessive or not in the government's best interest.

H.15 PERSONAL SERVICES

No personal services shall be performed under this contract. No contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the applicable employee supervisor (site supervisor). If the contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action. The contractor shall not perform any inherently governmental function/actions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to change the contract in any way and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer. The contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's

3.1.7-6 Disclosure of Certain Employee Relationships

(October 2006)

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

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

(1) The names of all Subject Individuals who:

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

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

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

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

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

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

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

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

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

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

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of

contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

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

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

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

Authorized Representative

Company Name

Date

3.2.4-16 Ordering

(October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Delivery orders may be issued from the date of contract award for one (1) year thereafter unless extended by exercise of options extending the period of performance.

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

3.2.4-17 Order Limitations

(October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the value of CLIN 0002 & 0003 for the base period of performance (CLIN 0015 & 0016 for Option Yr One, CLIN 0028 & 0029 for Option Yr Two, CLIN 0041 & 0042 for Option Yr Three, CLIN 0054 & 0055 for Option Yr Four), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 30 Positions;

(2) Any order for a combination of items in excess of 170 Positions or

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

(c) If this is a requirements contract, the Government is not required to order a part of any one

requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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

3.2.4-19 Requirements

(October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

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

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

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

3.2.4-20 Indefinite Quantity

(July 1996)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 December 2009 (Basic Period); and, if exercised, 31 December 2010 (Option I); 31 December 2011 (Option II); 31 December 2012 (Option III); and 31 December 2013 (Option IV).

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

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

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

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

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

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

3.3.1-33 Central Contractor Registration (January 2008)

(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://fedgov.dnb.com/webform>; 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.

3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

3.6.1-7 Limitations on Subcontracting

(July 2008)

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

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

(b) Supplies (other than procurements from a regular dealer in such supplies). The prime

contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

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

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

Compute small business subcontracting labor cost percentages as follows:

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

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

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

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

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

3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570
1-866-667-6572
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: www.nlr.gov.

2. The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.6.2-39 Trafficking in Persons

(January 2008)

(a) Definitions:

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

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

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

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

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

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

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

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

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

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

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

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

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

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

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

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

(f) The contractor must include the substance of this clause in all subcontracts for performance of work under a FAA contract.

3.8.2-17 Key Personnel and Facilities

(July 1996)

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

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

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

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

<u>Project Manager</u>	_____
<u>Full Time Site Supervisor</u>	_____
_____	_____
_____	_____

[List key personnel and/or facilities]

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 **90 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 [CO to insert information] days (if a security clearance must be obtained, at least [CO to insert information] 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.

3.14-1 Security Requirements-Classified Contracts

(July 2002)

(a) This clause applies to the extent that this contract involves access to information that is classified as "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with the requirements in (1) the Contract Security Classification Specification (DD Form 254) included in the current edition of the National Industrial Security Operating Manual (DOD 5220.22-M) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at an FAA owned or FAA leased facility, it shall comply with the security requirements of the FAA.

(c) If, subsequent to the 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.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

3.14-2 Contractor Personnel Suitability Requirements

(January 2009)

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

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

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

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

<u>Position</u>	<u>Risk Level</u>
Contract Specialist (Entry, Intern, & Sr.)	5
Real Estate Specialist (Jr. & Sr.)	5
Material Mgmt Specialist (Jr. & Sr.)	5
Hazardous Material Mgmt Specialist	5
GIS/SPS Spatial Analyst	5
Administrative Logistician	5
Space Management Specialist	5
Project Manager, Site Supervisor	5

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

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

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

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

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

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

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

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

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

Headquarters Contracts:

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

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center, ATTN: AMC-700 SSE, 6500 S. MacArthur Blvd., OKC, OK 73169)

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

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

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

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

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

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

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

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

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

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

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

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

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

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

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [CO to insert mailing address]. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential

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

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

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

3.14-5 Sensitive Unclassified Information (SUI)

(July 2008)

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

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

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

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

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

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

FedBizOpps.

(5) Instructions and guides on usage of FedBizOpps can be found at www.fbo.gov.

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)**
- 3.2.2.3-33 Order of Precedence (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)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.4-5 Allowable Cost and Payment (April 2001)**
- 3.2.4-16/alt 1 Ordering Alternate I (October 1996)**
- 3.2.4-19/alt 1 Requirements Alternate I (October 1996)**
- 3.2.4-34 Option to Extend Services (April 1996)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)**
- 3.2.5-6/alt1 Restrictions on Subcontractor Sales to the FAA Alternate I (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)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)**
- 3.3.1-5/alt1 Payments under Time-and-Materials and Labor-Hour Contracts Alternate I (October 1996)**
- 3.3.1-6 Discounts for Prompt Payment (April 1996)**
- 3.3.1-8 Extras (April 1996)**
- 3.3.1-10 Availability of Funds (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (January 2008)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.1-10 Insurance--Work on a Government Installation (July 1996)**
- 3.4.1-12 Insurance (July 1996)**
- 3.4.1-13 Errors and Omissions (July 1996)**
- 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)**
- 3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)**
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)**
- 3.5-13 Rights in Data--General (January 2009)**
- 3.5-16 Rights in Data--Special Works (January 2009)**
- 3.6.1-1 Notice of Total Small Business Set-Aside (July 2006)**
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)**
- 3.6.1-9 Mentor Protégé Program (October 2006)**
- 3.6.1-11 Mentor Requirements and Evaluation (October 2006)**

- 3.6.2-2 Convict Labor** (April 1996)
- 3.6.2-9 Equal Opportunity** (August 1998)
- 3.6.2-10 Equal Opportunity Preaward Clearance of Subcontracts** (November 1997)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans** (April 2007)
- 3.6.2-13 Affirmative Action for Workers With Disabilities** (April 2000)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era** (April 2007)
- 3.6.2-16 Notice to the Government of Labor Disputes** (April 1996)
- 3.6.2-35 Prevention of Sexual Harassment** (August 1998)
- 3.6.3-2 Clean Air and Clean Water** (April 1996)
- 3.6.3-7 Waste Reduction Program** (July 2008)
- 3.6.3-16 Drug Free Workplace** (January 2004)
- 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** (October 2008)
- 3.9.1-1 Contract Disputes** (November 2002)
- 3.9.1-2 Protest After Award** (August 1997)
- 3.10.1-7 Bankruptcy** (April 1996)
- 3.10.1-12 Changes--Fixed-Price** (April 1996)
- 3.10.1-12/alt1 Changes--Fixed-Price Alternate I** (April 1996)
- 3.10.1-13 Changes--Cost-Reimbursement** (April 1996)
- 3.10.1-13/alt1 Changes--Cost-Reimbursement Alternate I** (April 1996)
- 3.10.1-14 Changes--Time and Materials or Labor Hours** (April 1996)
- 3.10.1-25 Novation and Change-of-Name Agreements** (October 2007)
- 3.10.2-1 Subcontracts (Fixed-Price Contracts)** (April 1996)
- 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts)** (April 1996)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-3 Termination (Cost-Reimbursement)** (October 1996)
- 3.10.6-3/alt4 Termination (Cost-Reimbursement) Alternate IV** (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service)** (October 1996)
- 3.10.6-7 Excusable Delays** (October 1996)
- 3.13-5 Seat Belt Use by Contractor Employees** (January 1999)
- 3.13-10 Contractor Attendance at FAA Sponsored Training** (January 2003)
- 3.13-11 Plain Language** (July 2006)
- 3.14-3 Foreign Nationals as Contractor Employees** (April 2008)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT PAGES</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF</u>
Attachment 1	LSSC Statement of Work	4 Sep 08	30
Attachment 2	Program Positions/Locations	6 Oct 08	2
Attachment 3	Contract Data Requirements Lists A001 through A009		9