

SOLICITATION/CONTRACT

BIDDER/OFFEROR TO COMPLETE BLOCKS 10, 12, 14, 20, 21, & 28

PAGE OF PAGES
1 52

1. CONTRACT NO. DTFAC-10-D-00004
 2. AWARD EFFECTIVE DATE 09/17/2009
 3. SOLICITATION NUMBER
 4. SOLICITATION TYPE
 SEALED BID (IFB)
 NEGOTIATED BID (RFP)
 5. SOLICITATION ISSUE DATE

6. ISSUED BY CODE AMQ0310-ARC
 AMQ-310 CONTRACTING TEAM
 FAA AERONAUTICAL CENTER
 PO BOX 25082
 MPB ROOM 380
 OKLAHOMA CITY OK 73125
 NO COLLECT CALLS

7. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE % FOR
 SMALL BUSINESS
 SIC: 541512
 SIZE STANDARD: \$23.0
 LABOR SURPLUS AREA CONCERNS
 COMBINED SMALL BUSINESS AND LABOR SURPLUS AREA CONCERNS
 OTHER

8. (AGENCY USE)

9. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)
 SUPPLIES SERVICES

10. IF OFFER IS ACCEPTED BY THE CONTRACT AUTHORITY WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 8 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.

11. ADMINISTERED BY CODE AMQ310-ARC
 AMQ-310 CONTRACTING TEAM
 FAA AERONAUTICAL CENTER
 PO BOX 25082
 MPB ROOM 380
 OKLAHOMA CITY OK 73125

12. CONTRACTOR OFFEROR CODE FACILITY CODE
 I-3 COMMUNICATIONS TITAN CORP
 Attn: CECILIA GERSTNER
 11955 FREEDON DRIVE SUITE 10000
 RESTON VA 20190
 TELEPHONE NO. (703) 434-5007
 DUNS NO. Not Available
 CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

13. PAYMENT WILL BE MADE BY CODE AAC
 FAA AAC ACC'G OFC
 DOT/FAA AMZ-110
 PO BOX 25710
 OKLAHOMA CITY OK 73125
 14. PROMPT PAY DISCOUNT PROMPT NET 30
 15. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK

18. ITEM NO.	17. SCHEDULE OF SUPPLIES/SERVICES	18. QUANTITY	19. UNIT	20. UNIT PRICE	21. AMOUNT
	Bridge contract for One Year for IAPA Maintenance Services DUNS: 112-62-4056 CCR: YES DIST: T DISTR: T Delivery Location Code: A6973DHF Continued ...				

22. ACCOUNTING AND APPROPRIATION DATA
 See schedule

23. TOTAL AWARD AMOUNT (FOR CONTRACT AUTHORITY) [REDACTED]

24. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

25. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 3, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.

26. SIGNATURE OF OFFEROR/CONTRACTOR
Cecilia Gerstner

27. CONTRACT AUTHORITY (SIGNATURE OF CONTRACTING OFFICER)
Kathrine T. Budd

NAME AND TITLE OF SIGNER (TYPE OR PRINT) DATE SIGNED
 CECILIA GERSTNER 9/21/09
 PRINCIPAL CONTRACTS ADMIN.

NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DATE SIGNED
 Kathrine Budd 9/21/2009

NO RESPONSE FOR REASONS CHECKED

CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT	
UNABLE TO IDENTIFY THE ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
OTHER (Specify)			
WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM(S) INVOLVED.		
NAME AND ADDRESS OF FIRM (include ZIP Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX
STAMP
HERE

TO:
AMQ0310-ARC
AMQ-310 CONTRACTING TEAM
FAA AERONAUTICAL CENTER
PO BOX 25082
MPB ROOM 380
OKLAHOMA CITY OK 73125

SOLICITATION NO. _____

DATE AND LOCAL TIME _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
L-3 COMMUNICATIONS TITAN CORP

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
0001	<p>A6973DHF 6973DH FAA AERO CENTER, AJW-32 NATL FLT PROC GRP, ANF-1, RM 101 6500 S MACARTHUR BLVD. F OKLAHOMA CITY OK 731696901 US</p> <p>FOB: Destination Period of Performance: 10/01/2009 to 09/30/2010</p> <p>CLIN 0001: Routine Hardware Maintenance Support Services IAW Performance Work Statement (PWS) and Technical Exhibit 1</p> <p>[REDACTED]</p> <p>ISO9000: N Electronic & IT: 03 Requisition No: AC-10-00246</p> <p>Project Data: 12XXFAMGTADM.MA0100.AC8Z640000.25710.10/01/2009.1200100100.443000</p> <p>Accounting Info: Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)</p>				[REDACTED]
0002	<p>CLIN 0002: Routine License Software Maintenance Support Services IAW PWS and Technical Exhibit 2, Items 1 and 2.</p> <p>[REDACTED]</p> <p>ISO9000: N Electronic & IT: 03 Requisition No: AC-10-00246</p> <p>Project Data: 12XXFAMGTADM.MA0100.AC8Z640000.25710.10/01/2009.1200100100.443000</p> <p>Accounting Info: [REDACTED]</p>				[REDACTED]
0003	<p>CLIN 0003: Routine License Maintenance Software Services IAW PWS and Technical Exhibit 2, Items 3 and 4. Continued ...</p>				[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-10-D-00004

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NAME OF OFFEROR OR CONTRACTOR
L-3 COMMUNICATIONS TITAN CORP

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
0010	Material/Licenses/Software/Hardware IAW PWS [REDACTED] ISO9000: N Electronic & IT: 03 Requisition No: AC-10-00246 Project Data: 12XXFAMGTADM.MA0100.AC8Z640000.25710.10/01/2009.1200100100.443000 Accounting Info: [REDACTED]				[REDACTED]
0011	CLIN 0010: Travel and Subsistence Support (Per Diem) IAW PWS [REDACTED] ISO9000: N Electronic & IT: 03 Requisition No: AC-10-00246 Project Data: 12XXFAMGTADM.MA0100.AC8Z640000.25710.10/01/2009.1200100100.443000 Accounting Info: [REDACTED]				[REDACTED]
	CLIN 0011: Freight/Transportation Expense IAW PWS [REDACTED] ISO9000: N Electronic & IT: 03 Requisition No: AC-10-00246 Project Data: 12XXFAMGTADM.MA0100.AC8Z640000.25710.10/01/2009.1200100100.443000 Accounting Info: [REDACTED]				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
L-3 COMMUNICATIONS TITAN CORP

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
0007	<p>Update or upgrade required IAW PWS</p> <p>[REDACTED]</p> <p>ISO9000: N Electronic & IT: 03 Requisition No: AC-10-00246</p> <p>Project Data: 12XXFAMGTADM.MA0100.AC8Z640000.25710.10/01/2009.1200100100.443000</p> <p>Accounting Info: [REDACTED]</p>				[REDACTED]
0008	<p>CLIN 0007: Non-Core Hours Update or upgrade required IAW PWS</p> <p>[REDACTED]</p> <p>ISO9000: N Electronic & IT: 03 Requisition No: AC-10-00246</p> <p>Project Data: 12XXFAMGTADM.MA0100.AC8P640000.25710.10/01/2009.1200100100.443000</p> <p>Accounting Info: [REDACTED]</p>				[REDACTED]
0009	<p>CLIN 0008: Over-and-Above Actions IAW Special Requirements section of the PWS.</p> <p>[REDACTED]</p> <p>ISO9000: N Electronic & IT: 03 Requisition No: AC-10-00246</p> <p>Project Data: 12XXFAMGTADM.MA0100.AC8Z640000.25710.10/01/2009.1200100100.443000</p> <p>Accounting Info: [REDACTED]</p>				[REDACTED]
	<p>CLIN 0009: Additional Continued ...</p>				

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
L-3 COMMUNICATIONS TITAN CORP

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
0004	<p>[REDACTED]</p> <p>ISO9000: N Electronic & IT: 03 Requisition No: AC-10-00246</p> <p>Project Data: 12XXFAMGTADM.MA0100.AC8Z640000.25710.10/01/2009.1200100100.443000</p> <p>Accounting Info: [REDACTED]</p> <p>CLIN 0004: Technical Software Maintenance Services IAW PWS and Technical Exhibit 2, Item 5</p> <p>[REDACTED]</p>				[REDACTED]
0005	<p>ISO9000: N Electronic & IT: 03 Requisition No: AC-10-00246</p> <p>Project Data: 12XXFAMGTADM.MA0100.AC8Z640000.25710.10/01/2009.1200100100.443000</p> <p>Accounting Info: [REDACTED]</p> <p>CLIN 0005: Callback Maintenance Support Services IAW PWS</p> <p>[REDACTED]</p> <p>ISO9000: N Electronic & IT: 03 Requisition No: AC-10-00246</p> <p>Project Data: 12XXFAMGTADM.MA0100.AC8Z640000.25710.10/01/2009.1200100100.443000</p> <p>Accounting Info: [REDACTED]</p>				[REDACTED]
0006	<p>CLIN 0006: Reprogramming Support Services Core Hours Continued ...</p>				[REDACTED]

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-10-D-00004

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NAME OF OFFEROR OR CONTRACTOR
L-3 COMMUNICATIONS TITAN CORP

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
[REDACTED]					

PART I - SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

C.1 Background and Introduction

Aviation System Standards (AVN) promotes safety of flight by assuring the adequacy of air navigation facilities, developing and standardizing flight procedures and providing for the Support and engineering of the flight inspection aircraft fleet. The Instrument Approach Procedures Automation (IAPA) system automates the method used in developing instrument approach procedures. An instrument approach procedure is a prescribed method of employing navigational instruments to land aircraft safely on a specific airport runway. Standard instrument approach procedures are published as charts that pilots use as visual aids for preflight planning and in-flight reference

C.2 SCOPE OF WORK

The Performance Work Statement (PWS) defines AVN's requirements for contractor maintenance support service for the IAPA system(s). This includes system hardware, software, network, and technical support where required. Maintenance support services shall be provided as specified in Section 4.0 of the PWS and Technical Exhibits 1-5. Technical Exhibit 1 contains the current list of hardware that the contractor is required to support. Technical Exhibit 2 contains the current list of software that the contractor is required to provide. Technical Exhibit 3 contains the locations and quantities of equipment to be supported by the contractor. Technical Exhibit 4 contains information about the Sybase data servers and Octane Systems. Technical Exhibit 5 contains information about the Parity Boxes and SGI DVD/CDROM External Drives.

C.3 Contractor Personnel

3.1 The work to be accomplished under this PWS is critical to aviation safety and dictates that the contractor provides highly qualified personnel, current in this technology. Contract personnel shall perform all work/tasks required to meet PWS requirements. Technical personnel performing work under this contract shall have an in-depth knowledge of system hardware, software, network and technical maintenance support requirements.

3.2 The contractor shall provide contract employees that are technically competent, trained, experienced, and physically capable of providing maintenance support services defined in this PWS.

3.3 The contractor shall provide all supervision necessary to monitor contract personnel performing support services under this contract. Government employees will not supervise contract personnel at any time.

3.4 The contractor shall ensure that their personnel observe and comply with all FAA/AVN policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, identification, security, traffic, parking, gratuities, conduct and limited access areas. While on FAA premises contractor personnel shall obtain and wear an appropriate FAA identification (ID) badge at all times in accordance with the terms and conditions set forth in the contract.

3.5 Contractor employees shall not disclose, orally or in writing, any information regarding material identified as confidential, proprietary or advance procurement information to any other persons or firms other than designated FAA employees.

C.4 Project Management

4.1 The contractor shall identify a Project Manager and alternate who shall have full authority to act for the contractor in all day-to-day matters relating to the contract and this PWS. The Project Manager shall serve as the point-of-contact for administrative and technical matters pertaining to the performance of this PWS and contract.

4.2 The Project Manager or alternate shall be available during the core hours 8:00a.m. to 5:00 p.m., Monday through Friday, except on Federal holidays to communicate with the Contracting Officer (CO), Contracting Officers Representative (COR), or the Contracting Officers Technical Representative (COTR) to discuss contract and/or technical issues. The Project Manager and/or alternate shall be capable of receiving communications through an answering service or other continuous communication device, i.e. beeper, cell phone, etc. for providing prompt communications with the CO, COR, and COTR. The Project Manager or a designated alternate shall be on-call during the core hours of operation for all locations in Technical Exhibit 3 (7:00a.m. to 8:00 p.m. Central Time).

4.3 The project manager and alternate shall be designated by name in the contractor's proposal. Any proposed changes to these individuals must be identified in advance to the CO.

4.4 The contractor/project manager responsibilities shall include all related planning, programming, administration, management and supervision necessary to provide support as specified in the PWS. Contract performance shall be conducted in accordance with the contract, PWS, and all applicable Federal, State and local laws, regulations, and codes. The contractor shall be responsible for supervision of all contract personnel; Government employees will not perform any supervisory related functions for contract personnel performing under this contract/PWS.

C.5 Work Locations

5.1 The contractor shall provide maintenance support services at locations identified in Technical Exhibit 3.

5.2 Travel reimbursements for other than Routine and Callback Maintenance Services will be defined and approved, in advance of actual travel, by the CO. The method of travel, length of stay, number and qualifications of contractor personnel required will be determined on a trip-by-trip basis considering the services to be performed. All associated travel costs shall be in accordance with United States Federal Travel Regulations.

C.6 Period of Performance

6.1 Support services provided under this contract shall be performed between the core hours of 8:00AM to 5:00PM, Local Time, at the site being serviced, Monday through Friday, excluding the holidays defined in C.1.1.6.2. Support services directed by Government to be performed outside of the core hours will be paid at the non-core hours premium rate defined in Schedule B. The contractor will be notified as soon as possible when the Government requires maintenance support services outside of core duty hours. The contractor shall request approval from the CO, COR or COTR before performing support services outside the core hours.

6.2 Contract personnel shall not normally be expected to provide support services on established Federal holidays or on days observed in lieu of the holiday (except in emergency situations). The following is a list of Federal holidays:

January 1, New Years Day
Third Monday in January, Martin Luther King Day
Third Monday in February, President's Day
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Columbus Day
November 11, Veteran's Day
Fourth Thursday in November, Thanksgiving Day
December 25, Christmas Day

Any other day/time designated by Federal Statute, Executive Order, or Presidential Proclamation. Adverse weather conditions or national emergencies may require the FAA sites to close.

Working shift Hours: When on FAA site, contractors shall work between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday except for Federal Holidays unless it is an emergency. Temporary shift changes may be necessary to accommodate unusual workload schedules. The Contracting Officer through the COTR will determine when critical requirements necessitate shift changes. With prior approval from the CO, COR or COTR, hours worked that do not fall within the core hours will be paid at the non-core hours premium rate defined in Schedule B.

C.7 Transition Plans

7.1 Phase-In: It is essential to the Government that on-going support services required under this PWS be performed without interruption. Consequently, it is imperative that transition to full contract performance be accomplished in an efficient manner. The incoming contractor shall prepare a written phase-in plan and coordinate phase-in activities with the current contractor. A draft plan shall be submitted with the contractor's proposal. Transition phase shall take no longer than 30 calendar days.

7.2 Phase-Out: At the conclusion of the contract, the outgoing contractor shall be required to assist in the orderly phase-in of the new contractor. When directed by the CO, the outgoing contractor shall develop a recommended transition plan to assist in an effective turnover of on-going support services. Transition phase shall take no longer than 30 calendar days.

C.8 Quality Performance

8.1 Quality Control: The contractor shall develop a quality control plan to assure that maintenance support services provided under this contract meet the highest quality control standards. A quality control plan shall be submitted **with the proposal.**

8.2 Quality Assurance: The Government will monitor the contractor's performance under this contract. Performance shall be considered acceptable when it meets requirements of the contract and PWS. If performance is considered unacceptable, the Government will meet with the project manager to discuss actions to correct the less than satisfactory areas of performance.

C.9 Definition of Terms

CDRL--Contract Data Requirements List (CDRL) see Section J, Attachments.

Contracting Officer (CO) The person authorized on behalf of the Government to negotiate, award, administer and modify contracts. Except for certain limited authority delegated by the CO to a Contracting Officer's Representative (COR), Contracting Officer's Technical Representative (COTR), the CO is the only individual with authority to direct the work of the contractor.

Contracting Officer's representative (COR) An authorized Government representative(s) acting within the limits of their delegated authority as authorized in writing by the CO, for representation and management of the contract.

Contracting Officer's Technical Representative (COTR) An authorized Government representative(s) acting within the limits of their delegated authority as authorized in writing by the CO, for representation and technical management of the contract.

Contractor The term contractor, as used herein, refers to both the prime contractor and any subcontractors. The prime contractor shall be responsible for ensuring that subcontractors comply with provisions of the contract.

Core Hours 8:00AM to 5:00PM Local Time at the site being serviced, Monday through Friday, excluding federal holidays.

CLIN -- Contract Line Item Number (CLIN) The CLIN is identifiable and applicable to the appropriate Option Year that is the current working year of the contract.

Non-Core Hours Time worked other than that identified under Core Hours (8:00AM to 5:00PM Local Time) at the site being serviced, including federal holidays.

Ordering Officer: The FAA Contracting Officer shall designate FAA person(s) that is the FAA person authorized and responsible for placing an order for services with the contractor.

Performance Work Statement A document that describes the essential and technical requirements for maintenance tasks or services to be performed and standards used to determine whether the requirements have been met. Contract Section C, Performance Work Statement.

Quality Assurance Those actions taken by the Government to assure services meet requirements of the PWS.

Quality Control Those actions taken by a contractor to control the performance of services so that they meet the requirement of the PWS.

Response Time That period of time from when the Government informs the contractor of a need for support services until the time the contractor personnel arrives on site to provide support services.

Software Revisions Revisions to an existing software product that contain contractor sponsored modifications and corrections of existing errors.

Software Upgrade Versions A new version of a software product that contains significant improvements in functionality and/or a new approach.

C.10 Contractor Furnished Property and Services

10.1 The contractor shall provide all personnel, labor, services, parts, administrative services and supervision to perform the requirements of this PWS. The contractor shall provide related equipment and supplies necessary for accomplishing support services as defined in this PWS.

10.2 The contractor may be required to purchase miscellaneous equipment and/or materials as authorized in writing by the CO. If these items are provided to the contractor for use in accomplishing the requirements of the PWS, they shall be considered property of the Government and treated as Government Furnished Property

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(GFP) in accordance with the terms and conditions of the contract. Upon completion of negotiations, the Contracting Officer will issue a bilateral modification to the contract to confirm the requested change.

10.3 The contractor shall provide and maintain general use hand tools commonly associated with computer maintenance/repair. Contractor employees shall be responsible for security of their tools. These tools shall not be considered government furnished equipment.

C.11 Support Services Required

11.1 General Support Requirements

11.1.1 The contractor shall provide maintenance support services including hardware, software and labor to maintain IAPA systems in operational condition. Maintenance Support Services shall ensure that hardware and software are maintained to operate at optimum performance. The contractor shall establish a central point of contact to receive service calls during the hours of 7:00 a.m. through 8:00 p.m., Central Time, excluding weekends and the holidays identified in PWS paragraph 1.6.2.

11.1.2 When directed by the CO, COR or COTR the contractor as part of the routine hardware maintenance support services provided under CLIN 0001 of the contract, shall disassemble and reassemble systems that require relocation from current workstation to a different workstation within the Mike Monroney Aeronautical Center (MMAC) location. The number of relocation actions per year is estimated at 150 systems.

11.1.3 The contractor shall use only new and/or refurbished parts that meet or exceed the performance of new standard parts. When approved by the CO, COR, or COTR, a mail swap out of hardware will be acceptable. Defective parts that are removed by the contractor and replaced with new and/or refurbished parts shall become the property of the contractor.

11.1.4 When approved by the COTR, the contractor may substitute items that do not negatively impact performance of the IAPA system.

11.1.5 When the contractor removes or replaces government equipment valued over \$2,500.00 or changes the location(s) of said property, the contractor shall notify the CO, COR, and COTR. The equipment shall be controlled as GFP in accordance with the contract.

11.1.6 The contractor may be required to provide maintenance support services on systems that have been altered, expanded, or have attachments installed by the FAA and/or added to new locations. These actions will be accomplished by submission of an Engineering Change Proposal for review and approval by the FAA. Upon completion of negotiations, the Contracting Officer will issue a bilateral modification to the contract to confirm the requested change.

11.1.7 The contractor shall maintain the current software licenses applicable to each CLIN (See Technical Exhibit 2).

11.1.8 The contractor shall not be responsible for maintenance support services of the following:

- a. Electrical work external to IAPA systems,
- b. System components damaged as a result of transportation between Government sites by Government Bill of Lading (GBL)
- c. Equipment damage due to Government neglect, misuse
- d. Damage due to failure of electrical power, air-conditioning, humidity control. Acts of God, (storm, flood, wind, fire).

11.1.8.1 If the Government requests the contractor to perform maintenance services as a result of any of the actions above, the Government will reimburse the contractor by means of an Over-and-Above action. The Government will prepare a Task Order Work Statement describing the effort; the contractor will be required to submit a cost proposal covering cost of completing the work required under the Task Order Work Statement. Upon completion of negotiations and agreement between the parties as to cost and performance, an Over-and-Above work order will be issued.

11.1.9 The contractor may be directed in writing by the CO, to install or implement alteration, expansions or attachments to one or more IAPA systems. If alterations, expansions or attachments are to be made to IAPA systems, a contract modification will be negotiated to cover such services. The process will be the same as provided for under PWS paragraph 4.1.8.1 above.

11.1.10 If directed by the CO, the contractor shall be responsible for transportation of IAPA system(s) to be moved from or to another geographical location. The Government will prepare a Task Order Work Statement describing the effort; defining IAPA system(s) to be moved, date(s), from/to locations, requirements for disassembly and/or reassembly of the system(s). The contractor will be required to submit a cost proposal covering cost of completing the work required under the Task Order Work Statement. Upon completion of negotiations and agreement between the parties as to cost and performance, an Over-and-Above work order will be issued. The Over-and-Above work order will consist of all costs including labor, transportation of equipment and travel expenses, billed in accordance with the contract and the Federal Travel Regulations. Unless directed by the CO, COR or COTR, this work shall be accomplished during core duty hours.

11.1.11 Acquisition of additional hardware or software required to implement an update or upgrade will be at the Government's expense. The process will be the same as provided for under PWS paragraph 4.1.8.1 above. The CO will issue a contract modification that identifies the effective date of required services, type and/or model number (s) of hardware and software to be serviced and price in Schedule B. Routine Support Service for new equipment shall begin immediately upon completion of any warranty period.

C.11.2 Routine Hardware Maintenance Support Services

11.2.1 Routine Hardware Maintenance Support Services for hardware listed in Technical Exhibit 1 shall include all labor, parts and software necessary to maintain systems in operational condition at all user locations as identified in Technical Exhibit 3. Routine Hardware Maintenance Support Services shall normally be performed between the core hours of 8:00AM to 5:00PM Local Time at the site being serviced. Routine Hardware Maintenance Support Services for all locations defined in Technical Exhibit 3 shall be performed under the monthly fixed rate identified in CLIN 0001 of Schedule B.

11.2.2 At the Mike Monroney Aeronautical Center and after notification by the FAA CO, COR, or COTR, the contractor shall respond within four (4) hours or less. The contractor shall then either repair or replace the inoperative item, part, system, etc. within one workday after the contractor's initial response, unless an

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extension is authorized by the CO, COR, or COTR for a valid reason. If the Government notification does not allow the contractor sufficient time (based on the four hour time limit) to respond by 5:00PM, the contractor shall respond by no later than 8:00AM the next workday. Performance is included in the fixed monthly rate identified in CLIN 0001 of Schedule B.

11.2.3 At all other locations defined in Technical Exhibit 3 and after notification by the CO, the contractor shall respond by no later than the close of business of the next workday. The contractor shall then either repair or replace the inoperative item, part, system, etc. within two workdays after the contractor's initial response unless an extension is authorized by the CO, COR, or COTR for a valid reason. Performance is included in the fixed monthly rate identified in CLIN 0001 of Schedule B.

C.11.3 Callback Maintenance Support Services

11.3.1 Callback support is maintenance services outside the core hours of Routine Maintenance and/or on weekends or holidays. Upon notification from the CO, COR or COTR, that a system is inoperative or not functioning properly.

11.3.2 At the Mike Monroney Aeronautical Center, the contractor shall respond within four (4) hours or less time. The contractor shall then either repair or replace the inoperative item, part, system, etc. within one workday after the contractor's initial response unless an extension is authorized by the CO, COR, or COTR for a valid reason. Payment will be at the fixed hourly rate for Callback Maintenance Support Services as identified in CLIN 0005 of Schedule B.

11.3.3 At all other locations defined in Technical Exhibit 3, the contractor shall respond prior to close of business of the next workday. The contractor shall then either repair or replace the inoperative item, part, system, etc. within two workdays after the contractor's initial response unless an extension is authorized by the CO, COR, or COTR for a valid reason. Payment will be at the fixed hourly rate for Callback Maintenance Support Services.

C.12 Technical Software Support Services

12.1 The contractor shall provide technical maintenance support services, via telephone and email communications from Boeing Corporation for the Autometric Edge Developers Tool Kit, for associated software used in support of the IAPA program. Boeing Corporation shall provide software support for the product. All cost associated with the technical maintenance support for the Autometric Edge Developers Tool Kit and Sybase Spatial Query Server shall be included in CLIN 0004 of Schedule B of the contract (See Technical Exhibit 2).

12.2 The contractor shall provide a point of contact at Boeing Corporation, telephone number, and email address for technical support personnel. Support service shall be available between the hours of 0800 and 1700 Eastern Time. Technical Support Services shall be performed at the fixed monthly rate identified in CLIN 0004 of Schedule B.

12.3 The Contractor shall keep current on software revisions and version upgrades. Within 90 days of the release of a revision or upgrade to the software operating system, the contractor shall provide one copy of the revision or upgrade and all supporting documentation to the COTR on appropriate distribution media for evaluation of impact to the IAPA system. (See Section J, Attachments, Contractor Data Requirements List (CDRL 001)).

C.13 Transportation and Shipping

13.1 If directed by the CO, COR or COTR the contractor will be responsible for transportation of IAPA system(s) to be moved from or to another location, the contractor will be reimbursed for any associated shipping costs. The CO may authorize the contractor to ship by commercial carrier on a prepaid basis by Government Bill of Lading.

13.2 When authorized in writing, the CO, COR, or COTR may direct the contractor to ship replacement parts by overnight shipment. The Government will be responsible for shipment of defective parts to the contractor. Overnight shipping cost will be reimbursed to the contractor under the transportation line item in Schedule B.

C.14 Reports

14.1 The contractor shall keep the CO, COR and COTR informed of all problems that will impact or may potentially impact any aspect of system and/or contract performance.

14.2 The contractor shall furnish a signed malfunction incident report to the Contracting Officer upon completion of each support service call. This report (See Section J, Attachments, CDRL 002) may be delivered as an email message. The report shall include as a minimum, the following:

- Date and time notified
- Date and time of arrival
- Type and serial number of serviced hardware and/or software
- Description of support service provided

14.3 The contractor shall maintain an Excel database of hardware and software malfunctions and provide this information to the COTR as requested.

14.4 The contractor shall provide the COTR a monthly listing of equipment location that has been moved to a different location or removed for repair. The listing shall include equipment type, FAA bar code, and serial number. (See Section J, Attachments, CDRL 003)

C.15 Deliverables and Schedules

The contractor shall furnish deliverables as specified and agreed upon in the contract or in accordance with schedules defined in the contract/PWS.

C.16 Applicable Regulations and Manuals

The contractor shall have access to all directives, manuals, policies and regulations available in AVN. Any additional documentation required in performance of this contract is the responsibility of the contractor.

C.17 Emergency Situations and Exercises during Contract Performance (SEP 2001) CLA.4548

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

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include

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evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

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

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

PART I - SECTION D - PACKAGING AND MARKING

N/A

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 clauses 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").

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

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 F.O.B ACCEPTANCE

All deliverables required in performance of this contract shall be delivered F.O.B. FAA Academy, Mike Monroney Aeronautical Center, 6500 S MacArthur Blvd, Oklahoma City OK 73169. Mail P.O. Box 25082, Oklahoma City OK 73125, unless otherwise specified on the individual task order.

F.2 PERFORMANCE PERIOD

The period of performance for this requirement is **October 1, 2010 to September 30, 2011**

F.3 DELIVERY SCHEDULE

Delivery shall be in accordance with the attached PWS and CDRLs.

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 (Nov 1997)
- 3.11-34 F.O.B. Destination (April 1999)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

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

G.2 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA.0135

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

- (1) The original to: FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913
- (2) One copy to: FAA, Mike Monroney Aeronautical Center
AMA-260, Contracts & Program Administration
P.O. Box 25082 ANF-1
Oklahoma City, OK 73125
- (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 Task/Delivery Order number.
 - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
 - (3) Extended totals for invoiced quantities.
 - (4) Hours by employee by labor category, with payroll documentation indicating the hourly rate/total wages paid to each employee (furnish only to AMQ-340 and Task Managers).
 - (5) The cumulative hours by category billed and paid on the current Task/Delivery Order.
 - (6) Negotiated exchange rate

(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 a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the

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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)
CENTER (MMAC)**

CLA.4550

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

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

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

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its

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 OFFICERS TECHNICAL REPRESENTATIVE (January 2008)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT FURNISHED PROPERTY AND SERVICES

When performance is required at a Government facility, the Government will provide adequate and necessary workspace including basic office equipment, software and hardware, utilities, telephone, related services and vehicle parking space. The FAA will provide functional and operational access to existing materials to facilities the completion of projects on accordance with applicable contract terms.

H.2 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. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer

H.3 WARRANTY

(a) Definitions: As used in this clause-

"Acceptance" means the act of an authorized representative of the government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or completed performance of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

(b) Contractor's Obligations:

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for one year after formal written acceptance of the Government:

(i) All deliverables furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor.

(3) Any deliverables thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as deliverables initially delivered. The warranty, with respect to deliverables thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government:

(1) The Contracting Officer will give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 30 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either:

(i) Require, by written notice, the prompt correction or replacement of any deliverables thereof (including preservation,

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packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such deliverables and reduce the contract price by an amount equitable under the circumstances.

(3) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming deliverables with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor:

(i) Fails to make redelivery of the corrected or replaced deliverables within the time established for their return; or

(ii) Fails either to accept return of the nonconforming deliverables or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 business days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(4) If the Contractor does not agree as to responsibility to correct or replace the deliverables, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming deliverables. In the event it is later determined that the deliverables were not defective or nonconforming within the terms and conditions of this clause, the contract price will be equitably adjusted.

(5) The rights and remedies of the Government provided in this clause re in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

H.4 ACCESS TO SOURCE CODE

The contractor shall provide the Government access to all source code. Any contractor support required for code review shall be provided as an over-and-above (O&A) action. Any Government testing of source code may be supplemented on an O&A basis by the contractor's provision of unit test data and results for critical routines and technical interchange with the contractor's software development personnel.

H.5 SOFTWARE LICENSE

As further detailed herein, the contractor hereby licenses the Instrument Procedures Development System (IPDS) software, including all related source code, to the FAA (the "Licensed Software"). The FAA agrees that it will not use the Licensed Software except as expressly authorized herein.

The contractor hereby grants, in accordance with the terms of this Agreement, to the FAA, a perpetual nonexclusive, restricted, nontransferable license to use the Licensed Software (the "FAA License"). The FAA shall be bound to adhere to specific terms of this Agreement with respect to software license ownership and use. With the exception of embedded 3rd party software, the FAA will pay no fee for this license/

Furthermore, the contractor agrees to grant a license to use the IPDS software, excluding source code, to third parties ("Third Party License") that the FAA has selected to design instrument procedures on its behalf. The Third Party License will be nonexclusive, restricted, and nontransferable. It shall be established individually with each third party and will be valid only for specific tasks, projects, or geographic areas as identified in a Third Party License Agreement.

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The FAA shall strictly safeguard the security of all software and documentation received from the Contractor, shall prevent its unauthorized use, and shall ensure that all users, including but not limited to employees, agents, consultants, and servants of the FAA, comply with the terms and conditions contained herein/

Other than those rights specified hereunder, no rights are granted, whether express or implied, with respect to ownership, or transfer of ownership, or copyright.

H.6 CONTRACT MODIFICATION OVER-AND-ABOVE TASKS AND PROCEDURES

(a) The Contracting Officer may issue contract modifications for over-and-above tasks during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.

(b) Over and above tasks will be issued upon completion of the following sequence of actions:

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

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

(i) A proposed technical/management plan

(ii) A milestone schedule

(iii) Proposed completion or delivery date

(iv) Proposed travel costs

(v) A breakdown of the proposed labor hours and costs by category of discipline/skill as shown in Attachment 5 of the contract.

(3) Each task will be negotiated by the Contracting Officer and, when mutual agreement is reached, a contract modification will be issued.

(4) The contract modification will be executed by both parties. Each contract modification for an over and above task will contain the following information:

(i) An appropriate contract modification number

(ii) A description of the services to be performed presented in a Task Performance Work Statement format

(iii) Any special requirements relating to the specific task to be performed

(iv) Period of Performance

(v) Firm Fixed price or Ceiling price

(c) The contracting Officer may issue over and above tasks under this contract at any time within the term of this contract. The contractor will be given a minimum of 5 working days to commence work under any task issued.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a contract modification for an over and above task, with a copy of the Task Performance Work Statement attached, directing the Contractor to proceed with performance of the work specified. Such contract modification will specify a ceiling price. The contractor will proceed with the performance of the work required by the contract modification. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the contract modification. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a firm fixed price or a new ceiling price.

(e) Any completion type task (performance work statement must state a definite goal or target and specify an end product) issued during the term of this contract and not completed within that term shall be completed by the contractor within the term specified in the contract modification. The rights and obligations of the contractor and the FAA respecting that task

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shall be completed during the effective term of this contract. This paragraph (e) does not apply to term or level of effort type task.

H.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_system/.

(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 (CO) 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 CO 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 CO. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the CO 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.

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(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause. (End of 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, however, must not be charged separately.

**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.

PART II - SECTION I - CONTRACT CLAUSES

I.1 CEILING PRICE (JAN 1997)

CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

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

I.3 LIABILITY INSURANCE (JAN 1997)

CLA.3212

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

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

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

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

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

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

(d) Certificate holder address:

@01

P. O. Box 25082

Oklahoma City, OK 73125

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

I.4 VEHICLE ACCESS TO AIRCRAFT RAMP/HANGAR AREA (JUL 2004)

CLA.3401

(a) Contractor vehicles, including vehicles of suppliers and subcontractors, entering the Aeronautical Center aircraft ramp/hangar area (defined as that area east of Duke Avenue where access is limited by security guard or locked doors/gates), must display a ramp permit. The Contracting Officer is generally responsible for issuing ramp permits to contractors; however, in certain

situations, the Contracting Officer may direct the contractor to obtain such ramp permits directly from the Director of Airports through the Airport Police Department. Applications for ramp permits may be obtained from the Airport Police Department or the Security and Investigations Division, AMC-700. After completion of the application, it shall be taken to AMC-700 for approval prior to taking it to the Airport Police Department for issuance of the ramp permit.

(b) Ramp permits are issued subsequent to the Contracting Officer's receipt of a current certificate of insurance for vehicle liability, furnished by the contractor, as follows:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Bodily injury	\$200,000 for each person \$500,000 for each occurrence
Property damage	\$1,000,000 for each accident

(c) The policy of insurance shall contain the following statements:

- (1) "The United States of America, acting by and through the Federal Aviation Administration, The City of Oklahoma City, and Oklahoma City Airport Trust, are additional insureds with respect to operations performed under this contract."
- (2) "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration, in care of the issuing office, 30 days in advance of any reduction in or cancellation of this policy."

(d) The address of the certificate holder shall be:

@01
P.O. Box 25082
Oklahoma City, OK 73125

(e) In addition to (b) and (c) above, the contractor shall furnish to the Contracting Officer, at any time during the contract period, upon request by the Contracting Officer, a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

1.13-5 INTEGRATED MASTER SCHEDULE (March 2006)

(a) Offerors (you) must submit an Integrated Master Schedule (IMS) report prepared under IMS DID DI-MGMT-81650.

(b) You must manage the execution of the Instrument Procedures Development System program using the IMS as a day-to-day execution tool and periodically assess program progress in meeting program requirements. You must report on program progress consistent with the IMS at each program management review, at selected technical reviews and at other times at the Government's request.

(c) You must revise the IMS, where necessary, to reflect current contract milestones and deliverables. The IMS will include all activities of the prime contractor, subcontractors, and dependencies on the Government. All contractor schedule information delivered to the Government or presented at program reviews shall originate from the IMS. You must perform appropriate analyses of the IMS tasks and report potential or existing problem areas and recommend corrective actions to eliminate or reduce schedule impact to the program.

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.

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(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

3.3.1-33 Central Contractor Registration (January 2008) (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

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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

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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.

3.14-4 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].

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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.

3.1-1 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://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.2.2.3-8 Audit and Records (July 2004)**
- 3.2.2.3-29 Integrity of Unit Prices (July 2004)**
- 3.2.2.3-33 Order of Precedence (July 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed Officials Not to Benefit (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)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)**
- 3.3.1-5/alt III (April 2001)**
- 3.3.1-10 Availability of Funds (April 1996)**
- 3.3.1-14 Limitation of Funds (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (September 2009)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.4.1-10 Insurance for Work on Government Installation (July 1996)**
- 3.4.1-12 Insurance (July 1996)**
- 3.5-1 Authorization and Consent (January 2009)**
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)**
- 3.5-3 Patent Indemnity (January 2009)**
- 3.5-13 Rights in Data--General (January 2009)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 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)**
- 3.6.2-37 Notification of Employees Rights Concerning Payment of Union Dues or Fees (April 2007)**
- 3.6.2-39 Trafficking in Persons (January 2008)**
- 3.6.2-41 Employment Eligibility Verification (September 2009)**
- 3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)**
- 3.8.2-11 Continuity of Services - Expiring Contracts (October 2008)**
- 3.9.1-1 Contract Disputes (September 2009)**
- 3.9.1-2 Protest After Award (August 1997)**
- 3.10.1-7 Bankruptcy (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)
- 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
- 3.10.2-5 Competition in Subcontracting (January 1998)
- 3.10.6-3 Termination (Cost-Reimbursement) (October 1996)
- 3.10.6-3/altIV Termination (Cost-Reimbursement) Alternate IV (October 1996)
- 3.10.6-7 Excusable Delays (October 1996)
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)
- 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</u>	<u>TITLE</u>	<u>NO. OF PAGES</u>
1	Attachment 1: Performance Work Statement	10
2	Attachment 2: CDRLS	07

**ATTACHMENT I
IAPA MAINTENANCE SUPPORT SERVICES
PERFORMANCE WORK STATEMENT (PWS)**

1.0 SUPPORT SERVICES

1.1 Background and Introduction

Aviation System Standards (AVN) promotes safety of flight by assuring the adequacy of air navigation facilities, developing and standardizing flight procedures and providing for the Support and engineering of the flight inspection aircraft fleet. The Instrument Approach Procedures Automation (IAPA) system automates the method used in developing instrument approach procedures. An instrument approach procedure is a prescribed method of employing navigational instruments to land aircraft safely on a specific airport runway. Standard instrument approach procedures are published as charts that pilots use as visual aids for preflight planning and in-flight reference.

1.2 Scope of Work

The Performance Work Statement (PWS) defines AVN's requirements for contractor maintenance support service for the IAPA system(s). This includes system hardware, software, network, and technical support where required. Maintenance support services shall be provided as specified in Section 4.0 of the PWS and Technical Exhibits 1-5. Technical Exhibit 1 contains the current list of hardware that the contractor is required to support. Technical Exhibit 2 contains the current list of software that the contractor is required to provide. Technical Exhibit 3 contains the locations and quantities of equipment to be supported by the contractor. Technical Exhibit 4 contains information about the Sybase data servers and Octane Systems. Technical Exhibit 5 contains information about the Parity Boxes and SGI DVD/CDROM External Drives.

1.3 Contractor Personnel

1.3.1 The work to be accomplished under this PWS is critical to aviation safety and dictates that the contractor provides highly qualified personnel, current in this technology. Contract personnel shall perform all work/tasks required to meet PWS requirements. Technical personnel performing work under this contract shall have an in-depth knowledge of system hardware, software, network and technical maintenance support requirements.

1.3.2 The contractor shall provide contract employees that are technically competent, trained, experienced, and physically capable of providing maintenance support services defined in this PWS.

1.3.3 The contractor shall provide all supervision necessary to monitor contract personnel performing support services under this contract. Government employees will not supervise contract personnel at any time.

1.3.4 The contractor shall ensure that their personnel observe and comply with all FAA/AVN policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, identification, security, traffic, parking, gratuities, conduct and limited access areas. While on FAA premises contractor personnel shall obtain and wear an appropriate FAA identification (ID) badge at all times in accordance with the terms and conditions set forth in the contract.

1.3.5 Contractor employees shall not disclose, orally or in writing, any information regarding material identified as confidential, proprietary or advance procurement information to any other persons or firms other than designated FAA employees.

1.4 Project Management

1.4.1 The contractor shall identify a Project Manager and alternate who shall have full authority to act for the contractor in all day-to-day matters relating to the contract and this PWS. The Project Manager shall

serve as the point-of-contact for administrative and technical matters pertaining to the performance of this PWS and contract.

1.4.2 The Project Manager or alternate shall be available during the core hours 8:00a.m. to 5:00 p.m., Monday through Friday, except on Federal holidays to communicate with the Contracting Officer (CO), Contracting Officers Representative (COR), or the Contracting Officers Technical Representative (COTR) to discuss contract and/or technical issues. The Project Manager and/or alternate shall be capable of receiving communications through an answering service or other continuous communication device, i.e. beeper, cell phone, etc. for providing prompt communications with the CO, COR, and COTR. The Project Manager or a designated alternate shall be on-call during the core hours of operation for all locations in Technical Exhibit 3 (7:00a.m. to 8:00 p.m. Central Time).

1.4.3 The project manager and alternate shall be designated by name in the contractor's proposal. Any proposed changes to these individuals must be identified in advance to the CO.

1.4.4 The contractor/project manager responsibilities shall include all related planning, programming, administration, management and supervision necessary to provide support as specified in the PWS. Contract performance shall be conducted in accordance with the contract, PWS, and all applicable Federal, State and local laws, regulations, and codes. The contractor shall be responsible for supervision of all contract personnel; Government employees will not perform any supervisory related functions for contract personnel performing under this contract/PWS.

1.5 Work Locations

1.5.1 The contractor shall provide maintenance support services at locations identified in Technical Exhibit 3.

1.5.2 Travel reimbursements for other than Routine and Callback Maintenance Services will be defined and approved, in advance of actual travel, by the CO. The method of travel, length of stay, number and qualifications of contractor personnel required will be determined on a trip-by-trip basis considering the services to be performed. All associated travel costs shall be in accordance with United States Federal Travel Regulations.

1.6 Period of Performance

1.6.1 Support services provided under this contract shall be performed between the core hours of 8:00AM to 5:00PM, Local Time, at the site being serviced, Monday through Friday, excluding the holidays defined in C.1.1.6.2. Support services directed by Government to be performed outside of the core hours will be paid at the non-core hours premium rate defined in Schedule B. The contractor will be notified as soon as possible when the Government requires maintenance support services outside of core duty hours. The contractor shall request approval from the CO, COR or COTR before performing support services outside the core hours.

1.6.2 Contract personnel shall not normally be expected to provide support services on established Federal holidays or on days observed in lieu of the holiday (except in emergency situations). The following is a list of Federal holidays:

- January 1, New Years Day
- Third Monday in January, Martin Luther King Day
- Third Monday in February, President's Day
- Last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- Second Monday in October, Columbus Day
- November 11, Veteran's Day
- Fourth Thursday in November, Thanksgiving Day
- December 25, Christmas Day
- Any other day/time designated by Federal Statute, Executive Order, or Presidential Proclamation.

Adverse weather conditions or national emergencies may require the FAA sites to close.

Working shift Hours: When on FAA site, contractors shall work between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday except for Federal Holidays unless it is an emergency. Temporary shift changes may be necessary to accommodate unusual workload schedules. The Contracting Officer through the COTR will determine when critical requirements necessitate shift changes. With prior approval from the CO, COR or COTR, hours worked that do not fall within the core hours will be paid at the non-core hours premium rate defined in Schedule B.

1.7 Transition Plans

1.7.1 Phase-In: It is essential to the Government that on-going support services required under this PWS be performed without interruption. Consequently, it is imperative that transition to full contract performance be accomplished in an efficient manner. The incoming contractor shall prepare a written phase-in plan and coordinate phase-in activities with the current contractor. A draft plan shall be submitted with the contractor's proposal. Transition phase shall take no longer than 30 calendar days.

1.7.2 Phase-Out: At the conclusion of the contract, the outgoing contractor shall be required to assist in the orderly phase-in of the new contractor. When directed by the CO, the outgoing contractor shall develop a recommended transition plan to assist in an effective turnover of on-going support services. Transition phase shall take no longer than 30 calendar days.

1.8 Quality Performance

1.8.1 Quality Control: The contractor shall develop a quality control plan to assure that maintenance support services provided under this contract meet the highest quality control standards. A quality control plan shall be submitted with the proposal.

1.8.2 Quality Assurance: The Government will monitor the contractor's performance under this contract. Performance shall be considered acceptable when it meets requirements of the contract and PWS. If performance is considered unacceptable, the Government will meet with the project manager to discuss actions to correct the less than satisfactory areas of performance.

2.0 Definition of Terms

CDRL--Contract Data Requirements List (CDRL) see Section J, Attachments.

Contracting Officer (CO) The person authorized on behalf of the Government to negotiate, award, administer and modify contracts. Except for certain limited authority delegated by the CO to a Contracting Officer's Representative (COR), Contracting Officer's Technical Representative (COTR), the CO is the only individual with authority to direct the work of the contractor.

Contracting Officer's representative (COR) An authorized Government representative(s) acting within the limits of their delegated authority as authorized in writing by the CO, for representation and management of the contract.

Contracting Officer's Technical Representative (COTR) An authorized Government representative(s) acting within the limits of their delegated authority as authorized in writing by the CO, for representation and technical management of the contract.

Contractor The term contractor, as used herein, refers to both the prime contractor and any subcontractors. The prime contractor shall be responsible for ensuring that subcontractors comply with provisions of the contract.

Core Hours 8:00AM to 5:00PM Local Time at the site being serviced, Monday through Friday, excluding federal holidays.

CLIN -- Contract Line Item Number (CLIN) The CLIN is identifiable and applicable to the appropriate Option Year that is the current working year of the contract.

Non-Core Hours Time worked other than that identified under Core Hours (8:00AM to 5:00PM Local Time) at the site being serviced, including federal holidays.

Ordering Officer: The FAA Contracting Officer shall designate FAA person(s) that is the FAA person authorized and responsible for placing an order for services with the contractor.

Performance Work Statement A document that describes the essential and technical requirements for maintenance tasks or services to be performed and standards used to determine whether the requirements have been met. Contract Section C, Performance Work Statement.

Quality Assurance Those actions taken by the Government to assure services meet requirements of the PWS.

Quality Control Those actions taken by a contractor to control the performance of services so that they meet the requirement of the PWS.

Response Time That period of time from when the Government informs the contractor of a need for support services until the time the contractor personnel arrives on site to provide support services.

Software Revisions Revisions to an existing software product that contain contractor sponsored modifications and corrections of existing errors.

Software Upgrade Versions A new version of a software product that contains significant improvements in functionality and/or a new approach.

3.0 Contractor Furnished Property and Services

3.1 The contractor shall provide all personnel, labor, services, parts, administrative services and supervision to perform the requirements of this PWS. The contractor shall provide related equipment and supplies necessary for accomplishing support services as defined in this PWS.

3.2 The contractor may be required to purchase miscellaneous equipment and/or materials as authorized in writing by the CO. If these items are provided to the contractor for use in accomplishing the requirements of the PWS, they shall be considered property of the Government and treated as Government Furnished Property (GFP) in accordance with the terms and conditions of the contract. Upon completion of negotiations, the Contracting Officer will issue a bilateral modification to the contract to confirm the requested change.

3.3 The contractor shall provide and maintain general use hand tools commonly associated with computer maintenance/repair. Contractor employees shall be responsible for security of their tools. These tools shall not be considered government furnished equipment.

4.0 Support Services Required

4.1 General Support Requirements

4.1.1 The contractor shall provide maintenance support services including hardware, software and labor to maintain IAPA systems in operational condition. Maintenance Support Services shall ensure that hardware and software are maintained to operate at optimum performance. The contractor shall establish a central point of contact to receive service calls during the hours of 7:00 a.m. through 8:00 p.m., Central Time, excluding weekends and the holidays identified in PWS paragraph 1.6.2.

4.1.2 When directed by the CO, COR or COTR the contractor as part of the routine hardware maintenance support services provided under CLIN 0001 of the contract, shall disassemble and reassemble systems that require relocation from current workstation to a different workstation within the Mike Monroney Aeronautical Center (MMAC) location. The number of relocation actions per year is estimated at 150 systems.

4.1.3 The contractor shall use only new and/or refurbished parts that meet or exceed the performance of new standard parts. When approved by the CO, COR, or COTR, a mail swap out of hardware will be acceptable. Defective parts that are removed by the contractor and replaced with new and/or refurbished parts shall become the property of the contractor.

4.1.4 When approved by the COTR, the contractor may substitute items that do not negatively impact performance of the IAPA system.

4.1.5 When the contractor removes or replaces government equipment valued over \$2,500.00 or changes the location(s) of said property, the contractor shall notify the CO, COR, and COTR. The equipment shall be controlled as GFP in accordance with the contract.

4.1.6 The contractor may be required to provide maintenance support services on systems that have been altered, expanded, or have attachments installed by the FAA and/or added to new locations. These actions will be accomplished by submission of an Engineering Change Proposal for review and approval by the FAA. Upon completion of negotiations, the Contracting Officer will issue a bilateral modification to the contract to confirm the requested change.

4.1.7 The contractor shall maintain the current software licenses applicable to each CLIN (See Technical Exhibit 2).

4.1.8 The contractor shall not be responsible for maintenance support services of the following:

- a. Electrical work external to IAPA systems,
- b. System components damaged as a result of transportation between Government sites by Government Bill of Lading (GBL)
- c. Equipment damage due to Government neglect, misuse
- d. Damage due to failure of electrical power, air-conditioning, humidity control.
- e. Acts of God, (storm, flood, wind, fire).

4.1.8.1 If the Government requests the contractor to perform maintenance services as a result of any of the actions above, the Government will reimburse the contractor by means of an Over-and-Above action. The Government will prepare a Task Order Work Statement describing the effort; the contractor will be required to submit a cost proposal covering cost of completing the work required under the Task Order Work Statement. Upon completion of negotiations and agreement between the parties as to cost and performance, an Over-and-Above work order will be issued.

4.1.9 The contractor may be directed in writing by the CO, to install or implement alteration, expansions or attachments to one or more IAPA systems. If alterations, expansions or attachments are to be made to IAPA systems, a contract modification will be negotiated to cover such services. The process will be the same as provided for under PWS paragraph 4.1.8.1 above.

4.1.10 If directed by the CO, the contractor shall be responsible for transportation of IAPA system(s) to be moved from or to another geographical location. The Government will prepare a Task Order Work Statement describing the effort; defining IAPA system(s) to be moved, date(s), from/to locations, requirements for disassembly and/or reassembly of the system(s). The contractor will be required to submit a cost proposal covering cost of completing the work required under the Task Order Work Statement. Upon completion of negotiations and agreement between the parties as to cost and performance, an Over-and-Above work order will be issued. The Over-and-Above work order will consist of all costs including labor, transportation of equipment and travel expenses, billed in accordance with the contract and the Federal Travel Regulations. Unless directed by the CO, COR or COTR, this work shall be accomplished during core duty hours.

4.1.11 Acquisition of additional hardware or software required to implement an update or upgrade will be at the Government's expense. The process will be the same as provided for under PWS paragraph 4.1.8.1 above. The CO will issue a contract modification that identifies the effective date of required services, type and/or model number (s) of hardware and software to be serviced and price in Schedule B. Routine Support Service for new equipment shall begin immediately upon completion of any warranty period.

4.2 Routine Hardware Maintenance Support Services

4.2.1 Routine Hardware Maintenance Support Services for hardware listed in Technical Exhibit 1 shall include all labor, parts and software necessary to maintain systems in operational condition at all user locations as identified in Technical Exhibit 3. Routine Hardware Maintenance Support Services shall normally be performed between the core hours of 8:00AM to 5:00PM Local Time at the site being serviced.

Routine Hardware Maintenance Support Services for all locations defined in Technical Exhibit 3 shall be performed under the monthly fixed rate identified in CLIN 0001 of Schedule B.

4.2.2 At the Mike Monroney Aeronautical Center and after notification by the FAA CO, COR, or COTR, the contractor shall respond within four (4) hours or less. The contractor shall then either repair or replace the inoperative item, part, system, etc. within one workday after the contractor's initial response, unless an extension is authorized by the CO, COR, or COTR for a valid reason. If the Government notification does not allow the contractor sufficient time (based on the four hour time limit) to respond by 5:00PM, the contractor shall respond by no later than 8:00AM the next workday. Performance is included in the fixed monthly rate identified in CLIN 0001 of Schedule B.

4.2.3 At all other locations defined in Technical Exhibit 3 and after notification by the CO, the contractor shall respond by no later than the close of business of the next workday. The contractor shall then either repair or replace the inoperative item, part, system, etc. within two workdays after the contractor's initial response unless an extension is authorized by the CO, COR, or COTR for a valid reason. Performance is included in the fixed monthly rate identified in CLIN 0001 of Schedule B.

4.3 Callback Maintenance Support Services

4.3.1 Callback support is maintenance services outside the core hours of Routine Maintenance and/or on weekends or holidays. Upon notification from the CO, COR or COTR, that a system is inoperative or not functioning properly.

4.3.2 At the Mike Monroney Aeronautical Center, the contractor shall respond within four (4) hours or less time. The contractor shall then either repair or replace the inoperative item, part, system, etc. within one workday after the contractor's initial response unless an extension is authorized by the CO, COR, or COTR for a valid reason. Payment will be at the fixed hourly rate for Callback Maintenance Support Services as identified in CLIN 0005 of Schedule B.

4.3.3 At all other locations defined in Technical Exhibit 3, the contractor shall respond prior to close of business of the next workday. The contractor shall then either repair or replace the inoperative item, part, system, etc. within two workdays after the contractor's initial response unless an extension is authorized by the CO, COR, or COTR for a valid reason. Payment will be at the fixed hourly rate for Callback Maintenance Support Services.

5.0 Technical Software Support Services

5.1 The contractor shall provide technical maintenance support services, via telephone and email communications from Boeing Corporation for the Autometric Edge Developers Tool Kit, for associated software used in support of the IAPA program. Boeing Corporation shall provide software support for the product. All cost associated with the technical maintenance support for the Autometric Edge Developers Tool Kit and Sybase Spatial Query Server shall be included in CLIN 0004 of Schedule B of the contract (See Technical Exhibit 2).

5.2 The contractor shall provide a point of contact at Boeing Corporation, telephone number, and email address for technical support personnel. Support service shall be available between the hours of 0800 and 1700 Eastern Time. Technical Support Services shall be performed at the fixed monthly rate identified in CLIN 0004 of Schedule B.

5.3 The Contractor shall keep current on software revisions and version upgrades. Within 90 days of the release of a revision or upgrade to the software operating system, the contractor shall provide one copy of the revision or upgrade and all supporting documentation to the COTR on appropriate distribution media for evaluation of impact to the IAPA system. (See Section J, Attachments, Contractor Data Requirements List (CDRL 001).

6.0 Transportation and Shipping

6.1 If directed by the CO, COR or COTR the contractor will be responsible for transportation of IAPA system(s) to be moved from or to another location, the contractor will be reimbursed for any associated shipping costs. The CO may authorize the contractor to ship by commercial carrier on a prepaid basis by Government Bill of Lading.

6.2 When authorized in writing, the CO, COR, or COTR may direct the contractor to ship replacement parts by overnight shipment. The Government will be responsible for shipment of defective parts to the contractor. Overnight shipping cost will be reimbursed to the contractor under the transportation line item in Schedule B.

7.0 Reports

7.1 The contractor shall keep the CO, COR and COTR informed of all problems that will impact or may potentially impact any aspect of system and/or contract performance.

7.2 The contractor shall furnish a signed malfunction incident report to the Contracting Officer upon completion of each support service call. This report (See Section J, Attachments, CDRL 002) may be delivered as an email message. The report shall include as a minimum, the following:

- Date and time notified
- Date and time of arrival
- Type and serial number of serviced hardware and/or software
- Description of support service provided

7.3 The contractor shall maintain an Excel database of hardware and software malfunctions and provide this information to the COTR as requested.

7.4 The contractor shall provide the COTR a monthly listing of equipment location that has been moved to a different location or removed for repair. The listing shall include equipment type, FAA bar code, and serial number. (See Section J, Attachments, CDRL 003)

8.0 Deliverables and Schedules

The contractor shall furnish deliverables as specified and agreed upon in the contract or in accordance with schedules defined in the contract/PWS.

9.0 Applicable Regulations and Manuals

The contractor shall have access to all directives, manuals, policies and regulations available in AVN. Any additional documentation required in performance of this contract is the responsibility of the contractor.

ATTACHMENT II

DTFAAC-10-D-00004

CDRLS 0001-0003

CONTRACT DATA REQUIREMENTS LIST (CDRL)

A. Contract line Item No. 0007	B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input type="checkbox"/>		
D. System/Item	E. Contract/PR No. DTFAAC-10-D-00004	F. Contractor L-3		

1. Data Item No. CDRL 001	2. Title of Data Item S/W Revisions/Upgrades	3. Subtitle		
4. Authority PWS	5. Contact Reference 4.4.1	6. Requiring Office AJW-326		
7. DD 250 Req'd N/A	8. APP Code A	9. Distribution Statement Required	10. Frequency BLOCK 14	11. As of Date (AOD)

12. Date of First Submission BLOCK 14	13. Date of Subsequent Submission ASREQ	15. Distribution		
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14. REMARKS: BLOCKS 10 & 12: Submit within 90 days of release of revision/upgrade. Provide revision/upgrade and supporting documentation on appropriate distribution media. Government approval required prior to implementation of revision or upgrade.	a. Addressee	b. Draft Copies	c. Final Copies	
	COTR		Reg.	Repro
			1	
16. Total				

G. Prepared By:	H. Date	I. Approved By	J. Date
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17. Price Group	18. Estimated Total Price
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INSTRUCTIONS FOR COMPLETING FAA Template No. 59 (6/98)

- A. Contract Line Item No..** Contract Line Item Number (CLIN) associated with this Contract Data Requirements List (CDRL).
- B. Exhibit.** Exhibit identifier for this CDRL item.
- C. Category.** TDP, TM, or Other.
- D. System/Item.** System, item, project designator or name, or title of services being acquired that the data will support.
- E. Contract/PR No.** Procurement Instrument Identification Number (PIIN) (i.e., the contract number, the Purchase Request (PR) number, the screening Information Request (SIR) number, or other appropriate designator.
- F. Contractor.** Contractor's name.
- G. Prepared by.** Preparer's organization responsible for preparing the CDRL.
- H. Date.** Date the form was prepared.
- I. Approved by.** Office responsible for approving the CDRL. The approving official's signature appears on the last page of exhibit.
- J. Date.** The date the CDRL was approved.

- 1. Data Item No.** The 4-character Exhibit Line Item Number (ELIN). The first position consists of the exhibit identifier and the remaining positions are assigned sequentially.
- 2. Title of Data Item.** The title of the Data Item Description (DID) cited in item 4.
- 3. Subtitle.** Further identification of the data item to supplement the title, if required.
- 4. Authority (Data Acquisition Document No.)** DID identification number where detailed preparation instructions are provided.
- 5. Contract Reference.** The specific paragraph number of the applicable contractual document that contains the tasking that generates a requirement for the data item. Normally, this will be a Statement of Work (SOW) paragraph.
- 6. Requiring Office.** The technical office having responsibility for ensuring the technical adequacy of the data.
- 7. DD 250 Required.**
- 8. APP Code.** Identification, by entry of an "A," of a requirement for advance written approval prior to final distribution of an item of data. An "A" in this item indicates that one or more draft submittals are required. Item 14 will show length of turn-around time for the contractor to resubmit the data after Government approval/disapproval has been issued.
- 9. Distribution Statement Required.**
- 10. Frequency.** The frequency of data submittal. Entries in this item are explained in Table 1. If the data is of a recurring type, it is to be submitted at the end of the reporting period established in this item unless otherwise indicated in item 14.

Table 1. Data Submittal Frequency Codes

CODE	FREQUENCY	CODE	FREQUENCY
ANPLY	Annually	ASGEN	As generated
ASREQ	As required	BI-MO	Every two months
BI-WE	Every two weeks	CP/RQ	Change pages as required
DAILY	Daily	DFDEL	Deferred delivery
MTHLY	Monthly	ONE/R	One time with revisions
OTIME	One time (does not include draft submissions)	QRTLY	Quarterly
R/ASR	Revisions as required	SEMIA	Every six months
WEKLY	Weekly	"N"TIME	Multiple separate submittals (2time, 3time, etc.)
See Item #14	Requirement is described in item #14. Used in lieu of other codes where such are inadequate to define requirement, or used in addition to other codes requiring amplification in item #14.		

- 11. As of Date.** Date for cutting off collection of the data. If the data is to be submitted multiple times, a numeral will be entered to indicate the number of calendar days prior to the end of the reporting period, established in item 10, that data collection will be cut off. For example, "15" would place the "as of date" for the data at 15 days before the end of the month, quarter, or year, depending upon the frequency established in item 10; a "0 or blank" would place the "as of" date at the end of each month, quarter, etc.
- 12. Date of First Submission.** Due date for initial data submission. This is normally the postage date or date the data is delivered to the Contracting Officer or keyed to a specific event or milestone, using a code from Table 2.

Table 2. Data Submission Codes

Code	Definition	Code	Definition
ASGEN	As generated	ASREQ	As required
DFDEL	Deferred delivery	"N"DAC	Days after contract award
"N"DACM	Days after contract modification	"N"DARP	Days after reporting period
"N"DARC	Days after receipt of comments	"N"DTC	Days after test completion
NLT	No later than	EOC	End of contract
EOM	End of month	EOQ	End of quarter
See item #14	Use to indicate requirement is described in item 14. Used in lieu of other codes where such are inadequate to define requirement or used in addition to other codes when amplification is included in item 14.		

The "N" is assigned a value indicating the number of days, e.g., 30 DAC

- 13. Date of Subsequent Submission.** Due date(s) for subsequent data submission(s), if data is to be submitted more than once. If submittal is constrained by a specific event or milestone, the constraint will be given using a code from Table 2.
- 14. Remarks.** Contains all pertinent information not specified elsewhere and any amplification of other items on this format (e.g., DID tailoring, approval criteria and authority, inspection and acceptance clarification, distributions statements, specific submission instructions, explanation of reproducible copy and delivery requirements, alternative medium for delivery of the data item, etc.)
- 15. Distribution.** Addressees and the number of draft and final copies (regular or reproducible) to be provided to each. FAA facility designator and/or office symbols/codes may be used; however, an explanation of these will be provided in the Addressee Listing. When reproducible copies (e.g., magnetic diskettes/tape, vellum, negative, etc.) are required, an explanation will be provided in item 14. If deferred delivery is required, amplification will be given in item 14.
- 16. Total.** Total number of draft and final (regular/reproducible) copies required.
- 17. Price Group.** Not used.
- 18. Estimated Total Price.** Not used.

CONTRACT DATA REQUIREMENTS LIST (CDRL)

A. Contract line Item No. 0001	B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input type="checkbox"/>		
D. System/Item	E. Contract/PR No. DTFAAC-10-D-00004	F. Contractor L-3		

1. Data Item No. CDRL 002	2. Title of Data Item Malfunction Incident Report		3. Subtitle	
4. Authority PWS	5. Contact Reference 7.2		6. Requiring Office AJW-326	
7. DD 250 Req'd N/A	8. APP Code LT	9. Distribution Statement Required	10. Frequency See Block 14	11. As of Date (AOD)

12. Date of First Submission	13. Date of Subsequent Submission	15. Distribution		
14. REMARKS: BLOCKS 10, 11, 12: Submit within 2 workdays after completion of each service call. May be submitted by email. Contractor format is acceptable as long as the information in PWS paragraph 7.2 is provided.		a. Addressee	b. Draft Copies	c. Final Copies Reg. Repro
		COTR		1
		16. Total		

G. Prepared By:	H. Date	I. Approved By	J. Date
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17. Price Group	18. Estimated Total Price
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INSTRUCTIONS FOR COMPLETING FAA Template No. 59 (6/98)

- A. Contract Line Item No..** Contract Line Item Number (CLIN) associated with this Contract Data Requirements List (CDRL).
- B. Exhibit.** Exhibit Identifier for this CDRL item.
- C. Category.** TDP, TM, or Other.
- D. System/Item.** System, item, project designator or name, or title of services being acquired that the data will support.
- E. Contract/PR No.** Procurement Instrument Identification Number (PIIN) (i.e., the contract number, the Purchase Request (PR) number, the screening Information Request (SIR) number, or other appropriate designator.
- F. Contractor.** Contractor's name.
- G. Prepared by.** Preparer's organization responsible for preparing the CDRL.
- H. Date.** Date the form was prepared.
- I. Approved by.** Office responsible for approving the CDRL. The approving official's signature appears on the last page of exhibit.
- J. Date.** The date the CDRL was approved.

- 1. Data Item No.** The 4-character Exhibit Line Item Number (ELIN). The first position consists of the exhibit identifier and the remaining positions are assigned sequentially.
- 2. Title of Data Item.** The title of the Data Item Description (DID) cited in item 4.
- 3. Subtitle.** Further identification of the data item to supplement the title, if required.
- 4. Authority (Data Acquisition Document No.)** DID identification number where detailed preparation instructions are provided.
- 5. Contract Reference.** The specific paragraph number of the applicable contractual document that contains the tasking that generates a requirement for the data item. Normally, this will be a Statement of Work (SOW) paragraph.
- 6. Requiring Office.** The technical office having responsibility for ensuring the technical adequacy of the data.
- 7. DD 250 Required.**
- 8. APP Code.** Identification, by entry of an "A," of a requirement for advance written approval prior to final distribution of an item of data. An "A" in this item indicates that one or more draft submittals are required. Item 14 will show length of turn-around time for the contractor to resubmit the data after Government approval/disapproval has been issued.
- 9. Distribution Statement Required.**
- 10. Frequency.** The frequency of data submittal. Entries in this item are explained in Table 1. If the data is of a recurring type, it is to be submitted at the end of the reporting period established in this item unless otherwise indicated in item 14.

Table 1. Data Submittal Frequency Codes

CODE	FREQUENCY	CODE	FREQUENCY
ANPLY	Annually	ASGEN	As generated
ASREQ	As required	BI-MO	Every two months
BI-WE	Every two weeks	CP/RQ	Change pages as required
DAILY	Daily	DFDEL	Deferred delivery
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OTIME	One time (does not include draft submissions)	QRTLY	Quarterly
R/ASR	Revisions as required	SEMIA	Every six months
WEKLY	Weekly	"N"TIME	Multiple separate submittals (2time, 3time, etc.)
See Item #14	Requirement is described in item #14. Used in lieu of other codes where such are inadequate to define requirement; or used in addition to other codes requiring amplification in item #14.		

- 11. As of Date.** Date for cutting off collection of the data. If the data is to be submitted multiple times, a numeral will be entered to indicate the number of calendar days prior to the end of the reporting period, established in item 10, that data collection will be cut off. For example, "15" would place the "as of date" for the data at 15 days before the end of the month, quarter, or year, depending upon the frequency established in item 10; a "0 or blank" would place the "as of" date at the end of each month, quarter, etc.
- 12. Date of First Submission.** Due date for initial data submission. This is normally the postage date or date the data is delivered to the Contracting Officer or keyed to a specific event or milestone, using a code from Table 2.

Table 2. Data Submission Codes

Code	Definition	Code	Definition
ASGEN	As generated	ASREQ	As required
DFDEL	Deferred delivery	"N"DAC	Days after contract award
"N"DACM	Days after contract modification	"N"DARP	Days after reporting period
"N"DARC	Days after receipt of comments	"N"DTC	Days after test completion
NLT	No later than	EOC	End of contract
EOM	End of month	EOQ	End of quarter
See Item #14	Use to indicate requirement is described in item 14. Used in lieu of other codes where such are inadequate to define requirement or used in addition to other codes when amplification is included in item 14.		

The "N" is assigned a value indicating the number of days, e.g., 30 DAC

- 13. Date of Subsequent Submission.** Due date(s) for subsequent data submission(s), if data is to be submitted more than once. If submittal is constrained by a specific event or milestone, the constraint will be given using a code from Table 2.
- 14. Remarks.** Contains all pertinent information not specified elsewhere and any amplification of other items on this format (e.g., DID tailoring, approva criteria and authority, inspection and acceptance clarification, distributions statements, specific submission instructions, explanation of reproducible copy and delivery requirements, alternative medium for delivery of the data item, etc.)
- 15. Distribution.** Addressees and the number of draft and final copies (regular or reproducible) to be provided to each. FAA facility designator and/or office symbols/codes may be used; however, an explanation of these will be provided in the Addressee Listing. When reproducible copies (e.g., magnetic diskettes/tape, vellum, negative, etc.) are required, an explanation will be provided in item 14. If deferred delivery is required, amplification will be given in item 14.
- 16. Total.** Total number of draft and final (regular/reproducible) copies required.
- 17. Price Group.** Not used.
- 18. Estimated Total Price.** Not used.

CONTRACT DATA REQUIREMENTS LIST (CDRL)

A. Contract line Item No. 0001		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other <input type="checkbox"/>		
D. System/Item		E. Contract/PR No. DTFAAC-10-D-00004	F. Contractor L-3		
1. Data Item No. CDRL 003		2. Title of Data Item Equipment Location List		3. Subtitle	
4. Authority PWS		5. Contact Reference 7.4		6. Requiring Office AJW-326	
7. DD 250 Req'd N/A	8. APP Code LT	9. Distribution Statement Required		10. Frequency Monthly	11. As of Date (AOD)
12. Date of First Submission		13. Date of Subsequent Submission Monthly		15. Distribution	
14. REMARKS: BLOCK 12: Submit NLT 5 workdays after end of the month. Contractor format is acceptable as long as the following information is provided: Equipment Type FAA Bar Code Number Serial Number				a. Addressee	b. Draft Copies
				c. Final Copies Reg.	d. Copies Repro
				COTR	1
				16. Total	
G. Prepared By:		H. Date	I. Approved By		J. Date
17. Price Group			18. Estimated Total Price		

INSTRUCTIONS FOR COMPLETING FAA Template No. 59 (6/98)

- A. Contract Line Item No.** Contract Line Item Number (CLIN) associated with this Contract Data Requirements List (CDRL).
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- D. System/Item.** System, item, project designator or name, or title of services being acquired that the data will support.
- E. Contract/PR No.** Procurement Instrument Identification Number (PIIN) (i.e., the contract number, the Purchase Request (PR) number, the screening Information Request (SIR) number, or other appropriate designator).
- F. Contractor.** Contractor's name.
- G. Prepared by.** Preparer's organization responsible for preparing the CDRL.
- H. Date.** Date the form was prepared.
- I. Approved by.** Office responsible for approving the CDRL. The approving official's signature appears on the last page of exhibit.
- J. Date.** The date the CDRL was approved.

- 1. Data Item No.** The 4-character Exhibit Line Item Number (ELIN). The first position consists of the exhibit identifier and the remaining positions are assigned sequentially.
- 2. Title of Data Item.** The title of the Data Item Description (DID) cited in item 4.
- 3. Subtitle.** Further identification of the data item to supplement the title, if required.
- 4. Authority (Data Acquisition Document No.)** DID identification number where detailed preparation instructions are provided.
- 5. Contract Reference.** The specific paragraph number of the applicable contractual document that contains the tasking that generates a requirement for the data item. Normally, this will be a Statement of Work (SOW) paragraph.
- 6. Requiring Office.** The technical office having responsibility for ensuring the technical adequacy of the data.
- 7. DD 250 Required.**
- 8. APP Code.** Identification, by entry of an "A," of a requirement for advance written approval prior to final distribution of an item of data. An "A" in this item indicates that one or more draft submittals are required. Item 14 will show length of turn-around time for the contractor to resubmit the data after Government approval/disapproval has been issued.
- 9. Distribution Statement Required.**
- 10. Frequency.** The frequency of data submittal. Entries in this item are explained in Table 1. If the data is of a recurring type, it is to be submitted at the end of the reporting period established in this item unless otherwise indicated in item 14.

Table 1. Data Submittal Frequency Codes

CODE	FREQUENCY	CODE	FREQUENCY
ANPLY	Annually	ASGEN	As generated
ASREQ	As required	BI-MO	Every two months
BI-WE	Every two weeks	CP/RQ	Change pages as required
DAILY	Daily	DFDEL	Deferred delivery
MTHLY	Monthly	ONE/R	One time with revisions
OTIME	One time (does not include draft submissions)	QRTLY	Quarterly
R/ASR	Revisions as required	SEMIA	Every six months
WEKLY	Weekly	"N"TIME	Multiple separate submittals (2time, 3time, etc.)
See item #14	Requirement is described in item #14. Used in lieu of other codes where such are inadequate to define requirement, or used in addition to other codes requiring amplification in item #14.		

- 11. As of Date.** Date for cutting off collection of the data. If the data is to be submitted multiple times, a numeral will be entered to indicate the number of calendar days prior to the end of the reporting period, established in item 10, that data collection will be cut off. For example, "15" would place the "as of date" for the data at 15 days before the end of the month, quarter, or year, depending upon the frequency established in item 10; a "0 or blank" would place the "as of" date at the end of each month, quarter, etc.
- 12. Date of First Submission.** Due date for initial data submission. This is normally the postage date or date the data is delivered to the Contracting Officer or keyed to a specific event or milestone, using a code from Table 2.

Table 2. Data Submission Codes

Code	Definition	Code	Definition
ASGEN	As generated	ASREQ	As required
DFDEL	Deferred delivery	"N"DAC	Days after contract award
"N"DACM	Days after contract modification	"N"DARP	Days after reporting period
"N"DARC	Days after receipt of comments	"N"DTC	Days after test completion
NLT	No later than	EOC	End of contract
EOM	End of month	EOQ	End of quarter
See item #14	Use to indicate requirement is described in item 14. Used in lieu of other codes where such are inadequate to define requirement or used in addition to other codes when amplification is included in item 14.		

The "N" is assigned a value indicating the number of days, e.g., 30 DAC

- 13. Date of Subsequent Submission.** Due date(s) for subsequent data submission(s), if data is to be submitted more than once. If submittal is constrained by a specific event or milestone, the constraint will be given using a code from Table 2.
- 14. Remarks.** Contains all pertinent information not specified elsewhere and any amplification of other items on this format (e.g., DID tailoring, approval criteria and authority, inspection and acceptance clarification, distributions statements, specific submission instructions, explanation of reproducible copy and delivery requirements, alternative medium for delivery of the data item, etc.)
- 15. Distribution.** Addressees and the number of draft and final copies (regular or reproducible) to be provided to each. FAA facility designator and/or office symbols/codes may be used; however, an explanation of these will be provided in the Addressee Listing. When reproducible copies (e.g., magnetic diskettes/tape, vellum, negative, etc.) are required, an explanation will be provided in item 14. If deferred delivery is required, amplification will be given in item 14.
- 16. Total.** Total number of draft and final (regular/reproducible) copies required.
- 17. Price Group.** Not used.
- 18. Estimated Total Price.** Not used.