

<b>SOLICITATION, OFFER AND AWARD</b>	1. THIS CONTRACT IS A RATED ORDER	RATING	PAGE
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		1

2. CONTRACT NO. DTFAAC-13-D-00048	3. SOLICITATION NO. DTFAAC-13-R-01755	4. THIS IS A: SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	5. DATE ISSUED 20 Mar 13	6. REQUISITION/PURCHASE NO. (FAA Internal Use Only)
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7. ISSUED BY: FAA, Aviation, Medical, & Training Division (AMQ-310) 6500 South MacArthur Boulevard, MPT Bldg, Rm 377 P.O. Box 25082 Oklahoma City, OK 73125	8. ADDRESS OFFER TO (If other than Block 7) FAA, MMAC Multi-Purpose Building Room 313 6500 South MacArthur Boulevard Oklahoma City, OK 73169
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**SOLICITATION: AUTOMATED FLIGHT INSPECTION SYSTEM (AFIS) Software Sustainment, Equipment Repair, and Maintenance: Time & Materials/Labor Hour Contract with T&M/LH, Fixed Price, and Cost Reimbursable CLINs**

9. Offers in original and see section L copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in Room 313, Multi-Purpose Building until 3:00 pm local time 27 Dec 2012  
(Hour) (Date)

**CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision 3.2.2.3-14. All offerors are subject to all terms and conditions contained in this solicitation.**

10. FOR INFORMATION CALL:	A. NAME Angel Taylor, angel.taylor@faa.gov	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (405) 954-5102
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**OFFER (must be fully completed by Offeror)**

12. In compliance with the above, the undersigned agree, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR NXT, Inc. 5400 N Grand Blvd STE 225 Oklahoma City OK 73112-5684	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Charles J. Guinn, Executive VP
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15B. TELEPHONE NO. (include area code) 405-286-1746	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE <i>Charles J. Guinn</i>	18. OFFER DATE 1/18/13
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$7,756,702.01	21. ACCOUNTING AND APPROPRIATION DATA See Delivery/Task Orders
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22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (if other than Item 7) FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB, Rm 369 P.O. Box 25082 Oklahoma City, OK 73125	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125
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26. NAME OF CONTRACTING OFFICER (Type or print) Angel Taylor	27. UNITED STATES OF AMERICA <i>[Signature]</i>	28. AWARD DATE 22 Mar 13
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**PART I - SECTION B  
SUPPLIES/SERVICES & PRICE/COST**

The contractor shall furnish all personnel necessary to sustain software, maintain and repair hardware and equipment used on the Government's Automated Flight Inspection System (AFIS) as identified in the Scope of Work in Section C. The contractor shall be paid for services performed in accordance with the following price schedule:

**SCHEDULE - Base Year**

CLIN	Description	Estimated Annual Requirement	Unit	Hourly Composite Rate	Estimated Annual Amount
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0001	LABOR - Supporting AFIS Software Maintenance and Sustainment The FAA shall issue task orders IAW Statement of Work. Labor rates shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount for the month. The invoice detail shall support the monthly amount due based on hours used based on the table of labor rates shown below:	1,502	Hours	\$(see below)	<u>\$180,071.99</u>
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Labor Category

Engineer I	1	hours @	██████████
Engineer II	1	hours @	██████████
Computer Scientist - Sr -	600	hours @	██████████
AFIS Hardware Technician I	400	hours @	██████████
AFIS Hardware Technician II	100	hours @	██████████
Purchasing/QA Analyst	400	hours @	██████████

Data Rights are in accordance with AMS Clause 3.5-13, 3.5-13 Alt II and 3.5-13 Alt III.

0002	LABOR - Supporting AFIS Hardware Maintenance and Sustainment The FAA shall issue task orders IAW Statement of Work. Labor rates shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount for the month. The invoice detail shall support the monthly amount due based on hours used based on the table of labor rates shown below:	1,925	Hours	\$(see Sect C)	<u>\$238,878.25</u>
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**EXEMPTION 4**

EXEMPTION 4

<u>Labor Category</u>				
Engineer I	150	hours @		
Engineer II	150	hours @		
Computer Scientist - Sr -	75	hours @		
AFIS Hardware Technician I	1,300	hours @		
AFIS Hardware Technician II	100	hours @		
Purchasing/QA Analyst	150	hours @		



0003 TRAVEL AND PER DIEM \$ 25,000.00  
 Travel and Subsistence expenses not-to-exceed  
 Costs associated with this CLIN  
 are reimbursable in accordance with Federal  
 Travel Regulations and AMS Clause 3.3.2-2.

0004 Materials \$25,000.00  
 At cost plus a Handling not to exceed  
 Fee of [REDACTED]  
 Estimate 20-Tear Down & Inspection Reports  
 @ \$500.00/ report

0005 DATA and Reports not-separately-priced  
 In accordance with Contractor  
 Data Requirement List  
 Identified in Statement of Work

0006 Program Management \$80,965.42 month 12 mo \$971,585.04  
 In support of AFIS

0007 Over and above/Enhancement \$100,000.00  
 to include upgrade of the Estimated  
 AFIS Training Simulator

Data Rights are in accordance with AMS Clause 3.5-13, 3.5-13 Alt II and 3.5-13 Alt III.

0008 OPTION- Warranty on Repaired Component not-separately-priced  
 Standard Commercial Warranty  
 for all electronic components.  
 (12 Months)

ESTIMATED TOTAL BASE YEAR \$1,540,535.28

SCHEDULE - Option Year I

CLIN	Description	Estimated Annual Requirement	Hourly Composite Unit	Rate	Estimated Annual Amount
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0009	LABOR - Supporting AFIS Software Maintenance and Sustainment The FAA shall issue task orders IAW Statement of Work. Labor rates shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount for the month. The invoice detail shall support the monthly amount due based on hours used based on the table of labor rates shown below:	1,502 Hours		\$(see below)	\$186,028.23
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Labor Category

Engineer I	1	hours @	[REDACTED]
Engineer II	1	hours @	[REDACTED]
Computer Scientist - Sr -	600	hours @	[REDACTED]
AFIS Hardware Technician I	400	hours @	[REDACTED]
AFIS Hardware Technician II	100	hours @	[REDACTED]
Purchasing/QA Analyst	400	hours @	[REDACTED]

Data Rights are in accordance with AMS Clause 3.5-13, 3.5-13 Alt II and 3.5-13 Alt III.

0010	LABOR - Supporting AFIS Hardware Maintenance and Sustainment The FAA shall issue task orders IAW Statement of Work. Labor rates shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount for the month. The invoice detail shall support the monthly amount due based on hours used based on the table of labor rates shown below:	1,925 Hours		\$(see Sect C)	\$246,780.25
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Labor Category

Engineer I	150	hours @	[REDACTED]
Engineer II	150	hours @	[REDACTED]
Computer Scientist - Sr -	75	hours @	[REDACTED]
AFIS Hardware Technician I	1,300	hours @	[REDACTED]
AFIS Hardware Technician II	100	hours @	[REDACTED]
Purchasing/QA Analyst	150	hours @	[REDACTED]

EXEMPTION 4

EXEMPTION 4

0011	TRAVEL AND PER DIEM Travel and Subsistence expenses Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and AMS Clause 3.3.2-2.		<u>\$ 25,000.00</u> not-to-exceed
0012	Materials At cost plus a Handling Fee of [REDACTED] Estimate 20-Tear Down & Inspection Reports @ \$500.00/ report		<u>\$25,000.00</u> not to exceed
0013	DATA and Reports In accordance with Contractor Data Requirement List Identified in Statement of Work		not-separately-priced
0014	Program Management In support of AFIS	<u>\$82,876.16</u> month 12 mo	<u>\$994,513.92</u>
0015	Over and above/Enhancement to include upgrade of the AFIS Training Simulator		<u>\$300,000.00</u> Estimated
Data Rights are in accordance with AMS Clause 3.5-13, 3.5-13 Alt II and 3.5-13 Alt III.			
0016	OPTION- Warranty on Repaired Component Standard Commercial Warranty for all electronic components. (12 Months)		not-separately-priced
ESTIMATED TOTAL OPTION YEAR I			<u>\$1,777,322.40</u>

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SCHEDULE - Option Year II

CLIN	Description	Estimated Annual Requirement	Hourly Composite Unit	Rate	Estimated Annual Amount
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0017	LABOR - Supporting AFIS Software Maintenance and Sustainment The FAA shall issue task orders IAW Statement of Work. Labor rates shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount for the month. The invoice detail shall support the monthly amount due based on hours used based on the table of labor rates shown below:	635 Hours		\$(see below)	\$74,767.25
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Labor Category

Engineer I	1	hours @	[REDACTED]
Engineer II	1	hours @	[REDACTED]
Computer Scientist - Sr -	250	hours @	[REDACTED]
AFIS Hardware Technician I	100	hours @	[REDACTED]
AFIS Hardware Technician II	100	hours @	[REDACTED]
Purchasing/QA Analyst	183	hours @	[REDACTED]

Data Rights are in accordance with AMS Clause 3.5-13, 3.5-13 Alt II and 3.5-13 Alt III.

0018	LABOR - Supporting AFIS Hardware Maintenance and Sustainment The FAA shall issue task orders IAW Statement of Work. Labor rates shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount for the month. The invoice detail shall support the monthly amount due based on hours used based on the table of labor rates shown below:	1,625 Hours		\$(see Sect C)	\$213,975.50
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Labor Category

Engineer I	150	hours @	[REDACTED]
Engineer II	150	hours @	[REDACTED]
Computer Scientist - Sr -	75	hours @	[REDACTED]
AFIS Hardware Technician I	1,000	hours @	[REDACTED]
AFIS Hardware Technician II	100	hours @	[REDACTED]
Purchasing/QA Analyst	150	hours @	[REDACTED]

EXEMPTION 4

EXEMPTION 4

0019	TRAVEL AND PER DIEM Travel and Subsistence expenses Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and AMS Clause 3.3.2-2.				<u>\$ 25,000.00</u> not-to-exceed
0020	Materials At cost plus a Handling Fee of [REDACTED] Estimate 20-Tear Down & Inspection Reports @ \$500.00/ report				<u>\$25,000.00</u> not to exceed
0021	DATA and Reports In accordance with Contractor Data Requirement List Identified in Statement of Work				not-separately-priced
0022	Program Management In support of AFIS	\$83,463.00	month	12 mo	<u>\$1,001,556.00</u>
0023	Over and above/Enhancement to include upgrade of the AFIS Training Simulator				<u>\$300,000.00</u> Estimated
Data Rights are in accordance with AMS Clause 3.5-13, 3.5-13 Alt II and 3.5-13 Alt III.					
0024	OPTION- Warranty on Repaired Component Standard Commercial Warranty for all electronic components. (12 Months)				not-separately-priced
ESTIMATED TOTAL OPTION YEAR II					<u>\$1,640,298.75</u>

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SCHEDULE - Option Year III

CLIN	Description	Estimated Annual Requirement	Hourly Composite Unit Rate	Estimated Annual Amount
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0025 LABOR - Supporting AFIS Software Maintenance and Sustainment 935 Hours \$(see below) \$113,096.07

The FAA shall issue task orders IAW Statement of Work. Labor rates shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount for the month. The invoice detail shall support the monthly amount due based on hours used based on the table of labor rates shown below:

Labor Category

Engineer I	1	hours @	[REDACTED]
Engineer II	1	hours @	[REDACTED]
Computer Scientist - Sr -	250	hours @	[REDACTED]
AFIS Hardware Technician I	400	hours @	[REDACTED]
AFIS Hardware Technician II	100	hours @	[REDACTED]
Purchasing/QA Analyst	183	hours @	[REDACTED]

Data Rights are in accordance with AMS Clause 3.5-13, 3.5-13 Alt II and 3.5-13 Alt III.

0026 LABOR - Supporting AFIS Hardware Maintenance and Sustainment 1,375 Hours \$(see Sect C) \$195,353.50

The FAA shall issue task orders IAW Statement of Work. Labor rates shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount for the month. The invoice detail shall support the monthly amount due based on hours used based on the table of labor rates shown below:

Labor Category

Engineer I	150	hours @	[REDACTED]
Engineer II	150	hours @	[REDACTED]
Computer Scientist - Sr -	75	hours @	[REDACTED]
AFIS Hardware Technician I	500	hours @	[REDACTED]
AFIS Hardware Technician II	100	hours @	[REDACTED]
Purchasing/QA Analyst	100	hours @	[REDACTED]

EXEMPTION 4

0027	TRAVEL AND PER DIEM Travel and Subsistence expenses Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and AMS Clause 3.3.2-2.			<u>\$ 25,000.00</u> not-to-exceed
0028	Materials At cost plus a Handling Fee of [REDACTED] Estimate 20-Tear Down & Inspection Reports @ \$500.00/ report			<u>\$25,000.00</u> not to exceed
0029	DATA and Reports In accordance with Contractor Data Requirement List Identified in Statement of Work			not-separately-priced
0030	Program Management In support of AFIS	<u>\$86,677.73</u> month	12 mo	<u>\$1,040,132.76</u>
0031	Over and above/Enhancement to include upgrade of the AFIS Training Simulator			<u>\$0.00</u> Estimated
Data Rights are in accordance with AMS Clause 3.5-13, 3.5-13 Alt II and 3.5-13 Alt III.				
0032	OPTION- Warranty on Repaired Component Standard Commercial Warranty for all electronic components. (12 Months)			not-separately-priced
ESTIMATED TOTAL OPTION YEAR III				<u>\$1,398,582.33</u>

EXEMPTION 4

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SCHEDULE - Option Year IV

CLIN	Description	Estimated Annual Requirement	Hourly Composite Unit Rate	Estimated Annual Amount
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0033 LABOR - Supporting AFIS Software Maintenance and Sustainment 785 Hours \$(see below) \$108,251.98  
 The FAA shall issue task orders IAW Statement of Work. Labor rates shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount for the month. The invoice detail shall support the monthly amount due based on hours used based on the table of labor rates shown below:

Labor Category

Engineer I	1	hours @	[REDACTED]
Engineer II	1	hours @	[REDACTED]
Computer Scientist - Sr -	400	hours @	[REDACTED]
AFIS Hardware Technician I	100	hours @	[REDACTED]
AFIS Hardware Technician II	100	hours @	[REDACTED]
Purchasing/QA Analyst	183	hours @	[REDACTED]

Data Rights are in accordance with AMS Clause 3.5-13, 3.5-13 Alt II and 3.5-13 Alt III.

0034 LABOR - Supporting AFIS Hardware Maintenance and Sustainment 1,375 Hours \$(see Sect C) \$197,990.75  
 The FAA shall issue task orders IAW Statement of Work. Labor rates shall be invoiced on a monthly basis. Contractor's invoice shall show a total dollar amount for the month. The invoice detail shall support the monthly amount due based on hours used based on the table of labor rates shown below:

Labor Category

Engineer I	150	hours @	[REDACTED]
Engineer II	150	hours @	[REDACTED]
Computer Scientist - Sr -	75	hours @	[REDACTED]
AFIS Hardware Technician I	800	hours @	[REDACTED]
AFIS Hardware Technician II	100	hours @	[REDACTED]
Purchasing/QA Analyst	100	hours @	[REDACTED]

EXEMPTION 4

EXEMPTION 4

0035	TRAVEL AND PER DIEM Travel and Subsistence expenses Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and AMS Clause 3.3.2-2.				<u>\$ 25,000.00</u> not-to-exceed
0036	Materials At cost plus a Handling Fee of ██████████ Estimate 20-Tear Down & Inspection Reports @ \$500.00/ report				<u>\$25,000.00</u> not to exceed
0037	DATA and Reports In accordance with Contractor Data Requirement List Identified in Statement of Work				not-separately-priced
0038	Program Management In support of AFIS	<u>\$86,976.71</u> month	12 mo		<u>\$1,043,720.52</u>
0039	Over and above/Enhancement to include upgrade of the AFIS Training Simulator				<u>\$0.00</u> Estimated
Data Rights are in accordance with AMS Clause 3.5-13, 3.5-13 Alt II and 3.5-13 Alt III.					
0040	OPTION- Warranty on Repaired Component Standard Commercial Warranty for all electronic components. (12 Months)				not-separately-priced
ESTIMATED TOTAL OPTION YEAR IV					<u>\$1,399,963.25</u>
ESTIMATED TOTAL CONTRACT PRICE					<u>\$7,756,702.01</u>

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

**AUTOMATED FLIGHT INSPECTION SYSTEM (AFIS)**  
**Software Sustainment, Equipment Repair, and Maintenance**

**C.1 SCOPE OF WORK**

**1. General**

**1.1. Background and Introduction**

Flight Inspection Services (FIS) promotes safety of flight by assuring the adequacy and accuracy of air navigation facilities, developing and standardizing flight procedures and providing support and engineering of the FAA's aircraft fleet. FIS has responsibility for the Flight Safety Certification Program that includes the acquisition of flight inspection systems that provide new capability to meet current and planned flight inspection mission requirements and restores lost capability due to equipment age and obsolescence. This program is also responsible for upgrades to aircraft flight inspection systems as necessary to support mission requirements. Flight inspection program responsibilities are carried out using a fleet of special aircraft equipped with an Automated Flight Inspection System (AFIS) that validates the integrity of the National Air Space System (NAS).

**1.2. Scope of Work**

The intent of this Statement of Work (SOW) is to define FIS's requirement for contractor support to provide engineering, design, integrated logistics, materials, hardware, software, testing and technical support service for maintaining the Government's Automated Flight Inspection System (AFIS) software and hardware. Task Orders (TOs) will be issued to define the specific tasks to be provided or tasks to be performed in the hours negotiated. A list of flight inspection system hardware and software is provided in Technical Exhibit 1 and 2.

**1.3. Contractor Personnel**

1.3.1. The nature of work to be accomplished under this SOW is critical to aviation safety. The critical nature of tasks to be performed dictates that highly qualified personnel, current in the latest state-of-the-art technology be provided to accomplish TOs. Contract personnel shall be provided as necessary to perform all tasks required to meet SOW and TO requirements. Technical personnel performing TOs issued under this contract must have an in-depth knowledge of flight inspection system hardware, software and technical support requirements.

1.3.2. The contractor shall provide a staff of administrative and technical employees and/or sub-contractors that possess the technical competence and experience to accomplish tasks defined in this SOW and TOs.

1.3.3. The contractor shall provide all supervision and management necessary to monitor personnel performing work under this contract. Government employees shall not supervise contract personnel at any time.

1.3.4. The contractor shall ensure that their personnel observe and comply with all FAA/FIS policies, regulations, and procedures concerning security and safety. While on FAA premises contractor personnel shall obtain and

wear an appropriate FAA identification (ID) badge at all times in accordance with local FAA policies and directives.

1.3.5. Contract 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. Work Locations**

1.4.1. The contractor shall perform most requirements and TOs at their facilities. Some TOs may require partial performance at FAA facilities.

1.4.2. Travel requirements will be defined and approved in writing, 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 work to be performed. All travel associated costs shall be in accordance with United States Federal Travel Regulations. All travel related costs will be reimbursed to the contractor in accordance with AMS Clause 3.3.2-2.

#### **1.5. Principal Period of Performance**

1.5.1. TOs performed under this contract shall normally be performed between the core hours of 08:00 to 17:00 local time at the location of performance, Monday through Friday, excluding holidays defined in 1.5.2.

1.5.2. Contract personnel will not be expected to perform 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 Year's 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

#### **1.6. Program Management**

1.6.1. The contractor shall identify a Program Manager (PM) and alternate who shall have sufficient corporate authority to direct, execute, and control all elements of the program. These positions may not be subcontracted and must be a part of the Prime contractor's management team. The PM shall serve as the point of the contact for administrative and technical issues pertaining to the performance of this SOW and resulting TOs. PM responsibilities shall include planning, organizing, directing, coordinating, controlling, approval and documentation of administrative and technical issues.

1.6.2. The PM shall be prepared, at all times, given reasonable notice, to present and discuss the current status of the contract and/or TOs with the Contracting Officer (CO), or Contracting Officers Representative (COR). The PM 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 for verification of qualifications.

1.6.3. The PM shall develop and implement an integrated Program Management Plan (PMP). The PMP shall integrate all functional program areas (e.g., management, engineering, design, development, integrated logistics, materials, hardware, software, testing, technical support, etc.) and articulate how the PM will manage the overall program. The PMP should also discuss staffing and other resources required to meet SOW/TO requirements.

**CDRL A001          Program Management Plan (PMP)**

1.6.4. The PM shall administratively coordinate and participate in joint Program Management Reviews (PMR) and Technical Interchange Meetings (TIM) see CDRLs below. The PM shall schedule PMRs and TIMs as necessary to assure successful contract and TO performance and/or as may be requested by the CO/COR to address specific issues as they arise. The contractor shall keep the CO/COR informed of any and all problems that will impact or may potentially impact any aspect of TO performance

**CDRL A002          Program Management Review/Technical Interchange Meetings**  
**CDRL A003          Agenda/Meeting Minutes**

1.6.4.1. PMRs shall be coordinated with the CO/COR to identify current issues and define meeting agendas. The intent of a PMR is to provide a forum for the presentation and discussion of the Contractor's technical progress, program planning, and overall contract/TO management. The Contractor should review the status of TO action items, cost, schedule and overall performance at each PMR. The Contractor should be prepared to discuss significant problems and/or discrepancies in detail. PMRs shall at a minimum address the following subject matter:

- a. Summary of TO achievements.
- b. Actual TO status versus plan.
- c. Material or Sub-contract requirements.
- d. Cost performance versus funding.
- e. Status of open actions items.
- f. Configuration Management requirements.
- g. Anticipated problems and recommended resolutions.

1.6.4.2. TIMs may require scheduling on short notice to discuss specific operational issues. The intent of a TIM is to clarify, resolve, or discuss technical issues as necessary for successful TO performance. The PM shall make all key contractor personnel available to respond to Government questions. The following technical data shall be made available at TIMs as required: engineering data, specifications, drawings, schematics, design and test documentation, software development files, schedules, working papers, and results of studies and analyses.

**1.7. Configuration Management**

1.7.1. The Contractor shall use their existing data management program to maintain contractually required documentation and correspondence associated with management, engineering, design, development, integrated logistics, materials, hardware, software, testing, technical and other support documentation; in one logical and inclusive system using DOD-STD-1700 as guidance. This effort shall include documentation as may be required and defined in individual TOs. This specifically shall include a process for monitoring, reporting, status accounting, and cross-matrixing of changes to and additions or deletions of TOs. The contractor shall provide configuration information flow down to simulators and other training devices plus associated software, technical data and support equipment.

1.7.2. The Contractor shall identify and use an orderly review and comment process in order to preclude schedule delays. The Contractor shall submit revised documents with revision marks and shall include all changes to

previous submissions. Revision marks shall be removed in the final delivery of documents unless otherwise stated.

1.7.3. When requested by the CO the Contractor shall make available for Government review, all internal documents related to work performed under this contract.

## **CDRL A004 Configuration Management**

### **1.8. Logistics Management**

1.8.1. The Contractor shall provide all manuals/publications for all basic and revised systems, subsystems and support equipment necessary to support testing, operations, maintenance, and training for all operational, test, and support equipment and software. Manuals/publications shall include all configuration changes, modifications, directives, and bulletins to support operations and maintenance provided in support of Flight Inspection Systems. This effort includes all technical manuals/publications for all deliverables, or as a part of any Flight Inspections Systems work. The contractor shall provide copies of applicable specifications, exhibits, source data and drawings to support manual/publications. Drawings shall be provided on electronic media as available and be compatible with the FAA computer aided engineering graphics (CAEG) system

1.8.2. As a minimum, the contractor shall supply manuals and documentation as required herein or as may be defined in more detail in individual TOs.

1.8.3. Printing of all text and illustrations shall be clear, sharp, and reproducible. Manuals/publications shall reflect the final configuration of the delivered item including all revisions and changes.

Technical Manuals	1 each electronic copy
Operations Manual	1 each electronic copy

1.8.4. The contractor shall, if directed by a TO, provide a training program development and management plan which shall identify the training requirements. The contractor may be tasked to analyze, plan, develop, validate, and conduct training as defined in a TO.

1.8.5. The contractor shall identify, quantify, and deliver recommended lists of items identified as spare parts and parts peculiar. The spare parts list and spare parts peculiar shall contain, but not be limited to the following information:

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Part Number  
Item Name  
Cage Code  
Cost per unit  
Long lead time identification

1.8.6. The contractor shall provide a justified listing of all common and special tools, support, and test equipment, and devices and connectors required for operation, maintenance and testing. The contractor shall make every effort to minimize the requirements for special tools and/or test equipment. The contractor shall identify any additional hardware, software and documentation required to support the maintenance of commercial or special support or test equipment. (See CDRL A005)

## CDRL - A005- Manuals and Publications

### 1.9. Hardware

1.9.1. The Contractor shall utilize commercial-off-the-shelf (COTS) item hardware to meet the flight inspection system requirements whenever possible. The Contractor shall request CO/COR approval to use non-COTS item hardware, or to make a change in COTS item hardware. The Contractor may utilize existing commercial drawings and associated lists in lieu of developing production drawings and associated lists for an unmodified commercial item only after the FAA has evaluated the Contractor's drawing package and engineering documentation practices, and determined that the data is satisfactory for the intended use.

1.9.2 The Contractor shall propose all changes affecting COTS hardware, necessary to satisfy the requirements of TOs, to the CO/COR for approval. After CO/COR review and concurrence of the proposed changes, the Contractor shall incorporate the changes into the commercial drawings and associated lists.

1.9.3. The Contractor shall maintain commercial drawings and associated lists for all hardware and shall prepare product drawings and associated lists for all hardware developed under this contract.

1.9.4. The basic elements required for the commercial drawings and associated lists shall include:

1. Drawing Index by part number and drawing tree.
2. The drawing package shall include the following:
  - a. Detail drawing of part and/or assembly.
  - b. Performance data of part and/or assembly.
  - c. Dimensions and tolerance data.
  - d. Input and output parameters.
  - e. Schematics (provide detail, not merely block diagram).
  - f. Mechanical and electrical connections.
  - g. Reference to next higher assembly.
  - h. Test setup and equipment used to perform testing.
  - i. Test data sheet, calibration information, and quality control information.
  - j. Detail parts list for part and/or assembly identifying each part of the assembly.
  - k. Original Equipment Manufacturer (OEM) information including name, part number, address, phone number, etc.
  - l. Field Programmable Logic Array (FPLA), EPROM, PROM data, as applicable, including blank chip information, source code, and a master programmed device.
  - m. Cable drawings with a complete part break down and wiring run list.
  - n. Wiring list for wire wrapped printed circuit boards (to from list).

1.9.5. The basic elements required for the product drawings and associated lists shall include:

1. Drawing index by part number and drawing tree of LRUs.
2. The drawing package shall include the following:
  - a. Detail drawing of part and/or assembly.
  - b. Performance data of part and/or assembly.
  - c. Dimensions and tolerance data.
  - d. Input and output parameters.
  - e. Schematics (provide detail, not merely block diagram).
  - f. Mechanical and electrical connections.
  - g. Reference to next higher assembly.

- h. (reserved).
- i. Details of materials used, form and finish.
- j. Test setup and equipment used to do testing.
- k. Test data sheet, calibration information, and quality control information.
- l. Camera ready artwork, or appropriate electronic file, for silkscreen, printed wiring boards, nameplates, etc.
- m. Drilling schedule for printed wiring boards or metal layout and drilling tapes.
- n. Detail parts list for part and/or assembly identifying each part of the assembly.
- o. Original Equipment Manufacturer (OEM) information including name, part number, address, phone number.
- p. Field Programmable Logic Array (FPLA), EPROM, PROM data as applicable, including blank chip information, source code, and a master programmed device.
- q. Cable drawings with a complete part break down and wiring run list.

#### **CDRL A006-- Product Drawing and Associated Lists**

1.9.6. The contractor shall provide all repairs under this agreement in accordance with the Federal Aviation Regulation Part 21 Certification Procedures for Products and Parts and Part 43 Maintenance, Prevention Maintenance, Rebuilding, and Alteration for installation on an AMEG customer aircraft. The replacement parts must also meet the requirements of Federal Aviation Regulation Part 43 along with the Original Equipment Manufacture on parts as specified in Federal Aviation Administration approved data needed to maintain aircraft. The vendor will perform maintenance and/or alteration of aircraft and/or aeronautical parts from their approved capability list.

1.9.6.1. Aircraft Maintenance and Engineering has selected Flight Inspection components that require repair, calibration, and overhaul services in order to meet FAA flight inspection requirements. Technical Exhibit 1, Flight Inspections Systems Hardware and Technical Exhibit 2, Flight Inspections Systems Software has the current list of items NXT supports. However, as new capabilities are developed this list may be subject to change.

1.9.6.2. The vendor agrees to furnish all required labor, tools, facilities, equipment, replacement parts and materials necessary to disassemble, clean, inspect, test, accomplish the repair, overhaul, or modification of the assets sent. NXT will responsible for reassembly, packing, preservation and packaging, and return to the Government in a completely serviceable condition, the items sent for repair, overhaul, and calibration. Repair and maintenance services of Government owned equipment covered under this agreement shall be accomplished in accordance with all applicable manuals and technical specifications.

1.9.6.3. The vendor will provide evidence of approval for return to service of each item returned for repair or maintenance.

The Vendor agrees to provide the AMEG with a Teardown Analysis Report for the purpose of determining the repair and estimated cost required to return the unit(s) to a serviceable condition. After teardown and inspection, if the cost required for parts exceeds the amount established on the teardown report cost estimate, the vendor shall submit a list of all parts required for each unit by part number, nomenclature, price, and total cost necessary on each unit by serial number, to the issuing office referenced on the repair order. The Vendor shall not proceed with the overhaul and repair until disposition instructions are received.

## **1.10. Software**

1.10.1. The Contractor shall perform software planning, development, maintenance, documentation, testing, configuration management, and quality assurance of flight inspection system software.

1.10.2. The Contractor shall implement a corrective action process for handling all problems detected in the products under configuration control. The corrective action process shall ensure that all detected problems are promptly reported, action is initiated on them, resolution is achieved, status is tracked and reported, and records of the problems are maintained for the period of the Contract. The Contractor shall prepare a Discrepancy Report to describe each software problem detected during installation, checkout, and testing, or documentation under configuration control.

### **CDRL A007 Discrepancy Report**

1.10.3 The contractor shall provide a software version description for each version delivered to the Government. The version description shall describe all changes to the software and illustrate design traceability and interface description.

### **CDRL 008 Software Version Description**

## **1.11. Systems Engineering Management**

The Contractor shall execute a systems engineering program for the definition, development, verification, integration, and testing of Flight Inspections Systems. Systems engineering efforts shall be documented and consider all aspects of computer software and hardware configuration, performance, quality, life cycle cost, maintainability, reliability, schedule, data processing reserves, and future growth requirements. The Contractor shall maintain effective control over system engineering and design development process, including subcontract items, to ensure that cost, performance, and schedule are met, to provide early detection of problems, and to reduce risk.

## **1.12. Human Engineering Design**

1.12.1. Human Factors Engineering (HFE) shall be an integral part of the analysis, design, and test process. The objective of the HFE effort shall be to assure that system designs are consistent with the capabilities and limitations of users and maintenance personnel in the operational environment. Human factors engineering requirements shall be integrated into system test and evaluation to demonstrate the capability of the human-system interface to attain required system performance characteristics. HFE process shall be addressed and documented in such a way that the value of HFE can be demonstrated.

1.12.2. System Integration and Interactions. Evidence shall be presented to insure that the system will work effectively with other systems with which it interfaces and that human performance requirements for such integrated operations and maintenance are consistent with planned human resources.

## **1.13. Test and Evaluation Program (as needed)**

1.13.1. The Contractor shall use existing test and evaluation program to conduct, and document an integrated test and evaluation (T&E) program to meet requirements defined in this SOW and future TOs. The T&E program shall follow the Acquisition Management Systems Test & Evaluation Process Guidelines (AMST&EPG) and FAA Order 1810.4b titled "FAA Test and Evaluation Policy" as guidance. The T&E program shall verify that

flight inspection systems and support elements meet the physical, functional, interface, and performance requirements in the intended environment, and with the intended users.

1.13.2. The T&E program shall use existing program to describe the Contractor's overall test philosophy, define the test program, and serve as the controlling document for the test program once approved. The Contractor shall ensure that all testable requirements from the specifications and other requirement documents are allocated to at least one test or evaluation. Individual test plans, procedures, and reports shall clearly indicate where the particular requirements are being met within the individual test plan/procedure.

1.13.3. The Contractor shall conduct tests and generate test reports, as required by TOs. The Contractor shall integrate test schedules as directed in TOs. The Government reserves the right to witness, on a non-interference basis, contractor testing at any time. Upon completion of each test or series of tests, the Contractor shall conduct a TIM to discuss test results with appropriate Government personnel.

1.13.4. The Contractor shall furnish equipment, space, and personnel required to perform T&E. The Contractor shall coordinate testing to be performed, and ensure that there is a minimal redundancy of effort or data. The Contractor shall be responsible for the integration, control, and coordination of contractor and subcontractor testing and support of Government testing. Contractor-proposed test tools, documentation, and test-support hardware and software shall be approved by the FAA prior to the start of testing. The contractor shall provide facilities and equipment required for successful completion of required test.

## **CDRL A009      Test and Evaluation Program**

### **1.14. Quality Performance**

1.14.1. Quality Control: The contractor shall use their existing quality program to maintain a documented quality system as a means of assuring compliance with this SOW and resulting TOs. The Contractor shall require of sub tier suppliers a quality system achieving control of quality and supplies provided. All materials shall be inspected and tested to insure quality control. A copy of the contractor's quality control plan shall be submitted with their proposal.

1.14.2. Quality Assurance: The COR will monitor TO performance under this contract. Performance shall be considered acceptable when it meets requirements of the contract, SOW, TOs and the contractors Quality Control Plan. When performance is unacceptable the CO/COR will meet with the program manager to discuss how performance shall be returned to acceptable levels, and how recurrence shall be prevented. Other remedies for unsatisfactory performance will be governed by the CO and the FAA Acquisition Management System.

## **2. Definition of Terms**

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), the CO is the only individual with the 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 by the CO, for representation and 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, SOW and TOs.

Task Performance Work Statement (TPWS): A document that describes the essential and technical requirements for tasks to be performed and standards used to determine whether the requirements have been met.

Quality Assurance: Those actions taken by the Government to assure tasks meet the requirements of the SOW.

Quality Control: Those actions taken by a contractor to control the performance of tasks so that they meet the requirement of the SOW.

Task Order (TO): An order issued in accordance with contract terms and conditions for tasks issued by the Contracting Officer. Each TO will define billing information, delivery dates, delivery order number, and funding amount. The TO will also normally include a Task Performance Work Statement (TPWS) that will adequately define the task to be accomplished or provided and/or equipment/materials required.

Exchange And Repair (E&R): A repairable airframe or avionic item which, when unserviceable, is returned to the Vendor in exchange for a serviceable replacement airframe or avionic item.

Repaired/Overhauled: A used part or component that has undergone maintenance to return it to a serviceable condition.

Select E & R Equipment: An avionic repairable item which is specially controlled when unserviceable to ensure that its repair is performed by an avionic shop at an aircraft maintenance base.

Repairable item: An item which, when becoming unserviceable, is usually repaired to reuse. The decision to repair an unserviceable item is based on the economics of discard and replacement versus repair. This includes Exchange and Repair Items, Repair and Return Items, Local Repair Items, and select E & R Equipment.

Traceability: The ability to relate individual measurement results through equipment whose accuracy has been established via an unbroken chain of calibration records to a standard derived from the National Institute of Standards and Technology (NIST), equipment manufacturer, or other standards approved by the Administrator.

Tear Down & Inspection Report: NCU testing in accordance with SOW Appendix A "Parker Hannifin Corp/Gull Electronic Systems Div, Component Maintenance Manual -367-049-007.

### **3. Government Furnished Property**

3.1. The Government will, at its option, furnish materials and/or equipment that are available for utilization under this contract. (a list of all GFP needs to be provided at time of PR issuance to include part identification, quantity to be provided, when the property will be provided and a cost of replacement.)

3.2. The contractor shall have access to all flight inspection directives, manuals, policies, and regulations. Specific flight inspection aircraft and software/hardware technical data will also be made available to the contractor on an as needed basis

### **4. Contractor Furnished Property**

4.1. The contractor may be required to purchase miscellaneous equipment and/or materials. Equipment and/or material requirements to be purchased by the contractor will be identified and/or approved by the CO as negotiated prior to or during TO performance.

4.2. The PM as defined in Section 1.4. shall be capable of receiving telephonic communications through an answering service or other continuous communication device, i.e. beeper, cell phone, etc. capable of providing prompt communications with the CO or COR.

## **5.0. Required Tasks**

The Contractor shall furnish the necessary personnel, facilities, equipment, materials, and other resources necessary to provide management, engineering, design, development, integrated logistics, materials, hardware, software, testing and technical support service for flight inspection system(s) as defined in this SOW and TOs. All such tasks and deliverables shall be supplied in conformance with the terms and conditions of the contract.

### **5.1. General Requirements**

5.1.1. Planning, logistics support, implementation, and/or update of Flight Inspection System equipment software, etc.), Miscellaneous hardware changes.

5.1.2. Program Management In accordance with SOW Paragraph 1.6

5.1.3 Hardware In accordance with SOW Paragraph 1.9

5.1.4. Software Change Requests in accordance with SOW Paragraph 1.10.

5.1.5. Software Manual, as required.

5.1.6 Technical support for general system improvements, including problem identification and resolution.

### **5.2 AFIS Repair and Maintenance**

After teardown and inspection, if the cost required for parts exceeds the amount established on the teardown report cost estimate, the vendor shall submit a list of all parts required for each unit by part number, nomenclature, price, and total cost necessary on each unit by serial number, to the issuing office referenced on the repair order. The Vendor shall not proceed with the overhaul and repair until disposition instructions are received.

The vendor agrees to furnish evidence of approval for the return to service for each unit serviced or furnished under this agreement. Such evidence must utilize the following forms, as applicable:

#### **5.2.1 DELIVERABLES:**

NXT shall submit a Teardown Analysis Report to AMEG within 5 business days of receipt of the asset. The Teardown Analysis Report for each unit repaired, overhauled and exchanged shall contain the following:

- a. Description of wear or condition of each part.
- b. Physical dimensions where applicable.
- c. Any other pertinent information the contractor may provide during teardown.
- d. Listing of any and all failures encountered during testing.
- e. Estimate of the labor hours needed to accomplish the repairs/overhaul and an itemized list of parts required to accomplish the repairs/overhaul
- f. List of the costs of the parts required to accomplish the repairs/overhaul
- g. Estimate time to repair.

All assets shall be repaired and delivered to the Government 30 calendar days, or sooner, after the vendor's receipt of the AMEG revised call obligation in reference to the vendor's Teardown Analysis Report. In the event that this is not sufficient time for accomplish the repairs, NXT shall provide in writing the reason(s) the delay and give an expected delivery date.

## **6.0 OVER AND ABOVE (O&A) TASK**

6.1 The task defined in this section is considered to be O&A actions and are not covered by the specified support and maintenance actions identified above. This line item is for those items that by regulation, law, or Congressional mandate may be required to be added to the current AFIS system.

## **6.2 OVER AND ABOVE (O&A) PROCEDURES**

***Funding for "routine" O&A actions will be provided by a separate CLIN in Section B of the contract and must be processed as follows:***

1. Either the Government or the Contractor may initiate the O&A action that meets the criteria in paragraph 6.1. The Contractor must submit to the Government COR a description of the action, an explanation of why it is considered an O&A action, and, at a minimum, a not-to-exceed price, as soon as practical. This may be done either by letter or electronic mail.
2. The COR will coordinate the action with the appropriate FAA personnel and forward a recommendation for approval or disapproval to the Contracting Officer (CO). If approved, the COR will issue an O&A number for the action and ensure sufficient funding is available on the O&A CLIN. The CO is the only individual who can authorize O&A actions.
3. Upon approval of the O&A and completion of the O&A task, the Contractor must submit a Firm Fixed Price (FFP) proposal within 30 days. The action must be definitized in accordance with Section H of the contract, Special Requirements, and Undefinitized Contractual Actions (UCA) if not issued a FFP.

***As a minimum, O&A action requests/proposals must identify the requested maintenance or support action and specify the items with Serial Number if applicable, part number(s), tool, rental fee, etc. The Contractor must provide a Not To Exceed (NTE) or Firm Fixed Price (FFP). Failure to agree on a reasonable price must be considered a question of fact subject to the DISPUTES clause of the contract.***

**TECHNICAL EXHIBIT 1 and 2  
FLIGHT INSPECTION SYSTEMS HARDWARE**

Technical Exhibit 1, Flight Inspections Systems Hardware:

P/N	Nomenclature
109-008-001	NCU TEST SET
109-022-001	FAA TRAINER/SIMULATOR
165-002-001	AFIS KEYBOARD
165-004-002	ANALOG TVPS CAMERA
165-014-001	ANALOG TVPS PROCESSOR
165-015-001	DIGITAL TVPS PROCESSOR (APU)
361-054-002	NCU TEST STAND
367-049-007	NCU
372-045-003	COCKPIT DISPLAY UNIT (CDU)
109-030-001	ANALOG TVPS TEST SET
109-1010-001	DIGITAL TVPS CAMERA TEST SET
199-103-001	LAPTOP FOR DIGITAL TVPS CAMERA TEST SET
109-1020-001	APU TEST SET
199-104-001	LAPTOP FOR APU TEST SET
199-102-001	DIGITAL CAMERA LIGHT TEST FIXTURE
165-005-001	DIGITAL TVPS CAMERA
361-064-001	ANALOG TVPS CAMERA LIGHT BOX

P/N	Nomenclature
555-050-035B or	AFIS NCU Operational Software
555-050-036 Rev ( )	
553-001-007 Rev ( )	AFIS NCU Firmware
555-050-063 Rev ( )	TVPS Computer Operational Software
555-050-062 Rev ( )	Workstation Operational Software
N/A	AFIS System Trainer Operational Software

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

**CLA.4548**

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

- (b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.
- (c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.
- (d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

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

NOT APPLICABLE

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

### **E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908**

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

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)**

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>.

- |                 |  |
|-----------------|--|
| <b>3.10.4-1</b> | <b>Contractor Inspection Requirements (April 1996)</b>                                 |
| <b>3.10.4-4</b> | <b>Inspection of Services - Both Fixed-Price &amp; Cost Reimbursement (April 1996)</b> |
| <b>3.10.4-5</b> | <b>Inspection - Time-and-Material and Labor-Hour (April 1996)</b>                      |

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

### **F.1 PLACE OF PERFORMANCE**

As stated in the Statement of Work paragraph C.1.5.2, the principal work site for equipment repair will be contractor's facilities, located at NXT Inspection Systems, 2805 Veterans Memorial Hwy, Ste 6, Ronkonkoma, NY 11779. Project requirements for software maintenance may dictate work to be performed on-site at the Mike Monroney Aeronautical Center, 6500 South MacArthur Blvd., Oklahoma City, OK, to accomplish specific tasks. Under these circumstances, the work assigned may be performed and shall be approved in advance by the Government.

### **F.2 DELIVERY SCHEDULE**

All requirements for performance and delivery of support services shall be scheduled as described in the Task Performance Work Statement issued with each Delivery order. Requirement schedules will be coordinated during regularly schedule status meetings.

### **F.3 PERFORMANCE**

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

### **F.4 AUTHORIZED PERFORMANCE (JAN 1997)**

**CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

### **F.5 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997)**

**CLA.1137**

- (a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.
- (b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.
- (c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.
- (d) This clause shall not limit the Government's rights under the Default clause.

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

The effective period of this contract is 1 March 2013 through 28 February 2014 for the base year, and if extended by exercise of option, one-year option periods as designated as follows:

- 1 March 2014 through 28 February 2015- Option I
- 1 March 2015 through 28 February 2016- Option II
- 1 March 2016 through 28 February 2017- Option III
- 1 March 2017 through 28 February 2018- Option IV

**F.7 3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL (October 2006)**

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

(2) Substitution of Personnel.

(a) For the first 90 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

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

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

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

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

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)**

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>.

<b>3.10.1-9</b>	<b>Stop-Work Order</b> (October 1996)
<b>3.10.1-9 Alternate I</b>	<b>Stop-Work Order</b> (October 1996)
<b>3.10.1-11</b>	<b>Government Delay of Work</b> (April 1996)
<b>3.10.1-24</b>	<b>Notice of Delay</b> (March 2009)
<b>3.11-34</b>	<b>F.O.B. Destination</b> (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) Two copies to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125

- (3) Two copies to:

FAA, Mike Monroney Aeronautical Center

Flight Program Support Group, AJW-393  
P.O. Box 25082  
Oklahoma City, OK 73125

- (b) Each invoice shall highlight the following information:
- (1) Contract number and applicable Delivery Order number.
  - (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
  - (3) Extended totals for invoiced quantities.
- (c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

**G.3 INCREMENTAL FUNDING (JAN 1997) CLA.2604**

- (a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.
- (b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.
- (c) This clause becomes inoperative when the contract period is fully funded.

**G.4 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.5 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006) CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

**G.6 ~~WARRANTY - PRODUCTS (JAN 1997) CLA.4530~~**

- (a) The contractor warrants that the products ("products" includes equipment, fabrication processes, raw or finished materials, and intermediate assemblies) conform to contract requirements. The contractor also warrants that products are free of design defects (except defects in FAA-provided final designs) and defects in materials or workmanship.
- (b) The contractor shall replace or repair any products which fail in operation within 12 months from the date of receipt. The Contracting Officer will give written notice of any defect or nonconformance to the contractor within

a reasonable period of time after discovery. Replacements of contract items shall be made promptly and on an FOB destination basis. FAA will install replacements at no expense to the contractor.

(c) Products replaced under the provisions of this warranty shall remain the property of FAA unless the contractor wishes to obtain ownership. In this case, the contractor shall notify FAA of such in writing not later than the date of receipt by FAA of the replacement products. The contractor is responsible for packaging and shipping costs.

(d) The rights and remedies of FAA provided in this clause are in addition to and do not limit any rights afforded to FAA by any other clause of this contract or under applicable Federal or State law, including the Uniform Commercial Code.

#### **G.7 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.8 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002) CENTER (MMAC)**

**CLA.4550**

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

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

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

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

#### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)**

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

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Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

#### **3.10.1-22**

**Contracting Officer's Representative (April 2012)**

## PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 DELIVERY ORDER NOT-TO-EXCEED PRICE

A Delivery Order will be issued to identify the required performance period for Contract Line Item Number(s), cost estimates or price(s), and funding obligations in accordance with the established provisions of this Contract. The Delivery Order shall identify the Not-To-Exceed (NTE) estimate in total dollars for CLINs that are other than Firm Fixed Price. Fixed Price CLINs will be limited to the established Total Fixed Price. Contractor shall notify COR when expenditures on the CLIN reach seventy-five (75%) percent of line item maximum.

### H.2 DELIVERY ORDER PROCESSING TO INCLUDE OVER AND ABOVE WHEN NEEDED

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

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

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

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

(c) Delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is compelling and of unusual urgency, the Contracting Officer may issue a Task Order, with a copy of the Requirements Schedule, directing the contractor to proceed with performance of the work specified. Each Task Order will specify a ceiling price and the contractor will proceed with performance of the work required by the Task Order. The contractor shall submit a task proposal within 7 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, discussions will be conducted to confirm available support, schedule, and establish an agreed upon ceiling price.

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

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### H.3 CONTRACTOR ACQUIRED HARDWARE, SOFTWARE, EQUIPMENT, OR SERVICES

To accomplish particular tasking, the contractor may be required to purchase avionics or equipment, software, data packages. Equipment and software purchased for these purposes will generally become government property at the conclusion of the task and shall be invoiced under the OVER AND ABOVE contract line items. The exact requirements for a particular sub-task will be detailed within the task order.

**H.4 ENVIRONMENTAL, SAFETY AND HEALTH (April 2010)****CLA.0090**

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

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

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

(3) The MMAC Environmental Policy that states:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Ensure that contract employees requiring unescorted access to the site have received the MMAC Occupational Safety & Health Management System - 18001 – Awareness Briefing. This briefing/training is available on-line at:  
[https://employees.faa.gov/org/centers/mmac/employee\\_services/saf/training/index.cfm?training=mandatory\\_training](https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training)

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

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

(1) The number of employee-hours worked during the preceding fiscal year;

(2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

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

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

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

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

## **H.5 DIRECT HOURLY LABOR RATE (JAN 1997)**

**CLA.0125**

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

### NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/bcst and final offer.

EXAMPLE

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Actual Labor Worked</u>	<u>Hours Dollars</u>	<u>Total Labor</u>
Contract Skill I	Employee A - \$22.00		100	\$ 2,200.00
	Employee B - \$20.00		100	2,000.00
	Employee C - \$19.00		100	1,900.00
	Employee D - \$19.50		<u>100</u>	<u>1,950.00</u>
Invoice Total			400	\$ 8,050.00
Previous Totals (All other invoices)			<u>4,000</u>	<u>79,950.00</u>
Cumulative Total			<u>4,400</u>	<u>\$88,000.00</u>

Cumulative Weighted Average:  $\$88,000 / 4,400 \text{ hours} = \$20.00$

Cumulative Amount Billed:  $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00		100	\$ 1,800.00
	Employee H - \$19.00		100	1,900.00
	Employee J - \$18.50		<u>100</u>	<u>1,850.00</u>
Invoice Total			300	\$ 5,550.00
Previous Totals (All other invoices)			<u>4,000</u>	<u>74,400.00</u>
Cumulative Total			<u>4,300</u>	<u>\$79,950.00</u>

Cumulative Weighted Average  $\$79,950 / 4,300 \text{ hours} = \$18.59$

Cumulative Amount Billed:  $\$32.00 \times 4,300 \text{ hours} = \$137,600$

## Final Billing Adjustment

## Skill I

Wage ratio 93% ( $\$20.00/\$21.50$ ), Variance 7% (100%-93%),

Adjustment 5% (98%-93%)

Credit to Government \$8,360 ( $\$167,200 \times 5\%$ )

## Skill II

Wage ratio 99% ( $\$18.59/\$18.75$ ), Variance 1% (100%-99%),

Adjustment 0% (98%-99%)

Credit to Government \$-0- ( $\$137,600 \times 0\%$ )

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**H.6 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 shut down 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.7 FAA FACILITY REGULATIONS (OCT 2006)**

**CLA.3402**

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

**FAA ORDERS/DIRECTIVES**

**Security**

**FAA Order 1600.72A**

[https://employees.faa.gov/tools\\_resources/orders\\_notices/index.cfm?fuseAction=c.dspDocumentInformation&documentID=15573](https://employees.faa.gov/tools_resources/orders_notices/index.cfm?fuseAction=c.dspDocumentInformation&documentID=15573)

**Harassment Accountability board**

**FAA Order 1110.125A**

[https://employees.faa.gov/org/staffoffices/ahr/policy\\_guidance/hr\\_policies/order/orders/1110\\_125A/](https://employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/order/orders/1110_125A/)

**Smoking**

**FAA Order 3900.47**

[https://employees.faa.gov/org/staffoffices/ahr/policy\\_guidance/hr\\_policies/order/orders/390047/](https://employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/order/orders/390047/)

**Safety/OSHA**

**FAA Order 3900.19B**

[https://employees.faa.gov/tools\\_resources/orders\\_notices/index.cfm?fuseAction=c.dspDocumentInformation&documentID=8034](https://employees.faa.gov/tools_resources/orders_notices/index.cfm?fuseAction=c.dspDocumentInformation&documentID=8034)

**Ramp/airdrome safety**

<http://www.faa.gov/runwaysafety/ontheground.cfm>

**FAA Order 5200.7A**

<http://www.faa.gov/runwaysafety/pdf/5200.7A.pdf>

**Internet use policy**

**FAA Order 1370.79A**

[http://www.faa.gov/about/office\\_org/headquarters\\_offices/aio/documents/](http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/)

**MMAC ORDERS/DIRECTIVES**

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

**H.8 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.9 NOTICE OF CONTRACTOR TESTIMONY  
(SEPTEMBER 2006)**

**CLA.4555**

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

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

**H.10 PERSONNEL AND SUPERVISION (OCTOBER 2006)**

**CLA.4556**

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

**H.11 STRIKES OR PICKETING AFFECTING TIMELY  
COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)**

**CLA.4557**

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

Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

**3.1.9-1 Electronic Commerce and Signature (July 2007)**

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are electronic mail (e-mail).

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

**3.8.2-17 Key Personnel and Facilities (May 1997)**

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

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

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

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

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System Design Engineer I, System Design Engineer II, Senior Computer Scientist, Engineering Technician III, and Administrative/Clerical Assistant.

## 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:  
 FAA, AMT Contract Management Division, AMQ-310  
 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.

#### 3.1.7-6 **Disclosure of Certain Employee Relationships** (July 2009)

- (a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest

level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

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

(1) The names of all Subject Individuals who:

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

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

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

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

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

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

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

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

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

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

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



(2) For non-certified current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

- (i) Information on an exception you received on earlier or repetitive acquisitions;
- (ii) Catalog price information including:
  - (A) A dated catalog with the prices;
  - (B) The applicable catalog pages; or
  - (C) A statement that the catalog is on file in the contracts office that will issue this contract modification;
- (iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;
- (iv) Evidence of substantial sales to the general public for catalog items that exceed [Contracting Officer (CO) to insert extended value - not unit price]. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;
- (v) The basis for the market price including:
  - (A) The source, date or period of the market quotation;
  - (B) Any other basis for the market price, the base amount, and applicable discounts;
  - (C) The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or
  - (D) Data supporting substantial sales to the general public.
- (vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;
- (vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:
  - (A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;
  - (B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

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

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

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

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

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

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [DTFAAC-13-R-01755] are accurate, complete, and current as of [January 18 2013]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm NXT Incorporated

Signature \_\_\_\_\_

Name 

Title Executive Vice President

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

EXEMPTION 4

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

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

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

(End of certificate)

**3.2.4-16 Ordering (October 2011)**

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

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the contract.

**3.2.4-17 Order Limitations (October 1996)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$1,250,000.00;

(2) Any order for a combination of items in excess of \$1,250,000.00; or

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

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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

**3.2.4-19 Requirements (October 1996)**

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

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

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or

services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months beyond the period of performance.

**3.2.4-34 Option to Extend Services (April 1996)**

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend prior to the expiration of the current term of the contract. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months or 5 years plus any extensions not to exceed six (6) months.

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

Funds are not presently available for performance under this contract beyond 30 September 13. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any ~~payment may arise for performance under this contract beyond 30 September 13, until funds are made available to~~ the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**3.3.1-33 System for Award Management (August 2012)**

(a) Definitions. As used in this clause

"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 SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM 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 SAM 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 SAM 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 SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM 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 SAM database to ensure it is current, accurate and complete. Updating information in the SAM 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, 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 SAM database;
- (B) comply with the requirements of AMS regarding novation and change-of-name agreements; 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 SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM 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.sam.gov>.

### **3.5-13 Rights in Data - General (January 2009)**

(a) Definitions. As used in this clause -

"Commercial Computer Software" means -

(1) Computer software, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and -

(i) Has been sold, leased, or licensed to the general public; or,

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any computer software that evolved from computer software described in paragraph (1) of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (1) or (2) of this definition, but for -

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor modifications" means modifications that do not significantly change the purpose of the computer software. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar

values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), of this definition that are of a type customarily combined and sold in combination to the general public; or

(5) Restricted Computer Software, if the procuring agency determines the restricted computer software is sold in substantial quantities, on a competitive basis, to multiple State and local governments.

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software" means -

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which they are recorded, that allow or cause a computer to perform a specific operation or series of operation, and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created or compiled. Computer software does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explains the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulae, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software," means computer software developed at private expense and that is a trade secret, is commercial or financial and is confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights" means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocations of rights.

(1) Except as provided in paragraph (c) of this clause, the Government must have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor must have the right to -

(i) Assert copyright in data first produced in performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(c) Copyright.

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright subsisting in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor must affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number).

~~(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.~~

(2) Data not first produced in the performance of this contract. The Contractor must not, without prior written

permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor

(i) Identifies such data, and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or, if such data are computer software, the Government must acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication and use of data. The Contractor must have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or,

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor must treat the data in accordance with such markings unless specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. While the FAA is not subject to the requirements of 41 U.S.C. 253d, nor to the procedures of the Contract Disputes Act at 41 U.S.C. 601-613, the following procedures must apply prior to canceling or ignoring the markings.

(i) The Contracting Officer must make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government must have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the Chief of the Contracting Office [COCO], that the markings are not authorized, the Contracting Officer must provide a written determination to the Contractor. If the Contractor disagrees with the Contracting Officer determination, the Contractor may seek adjudication of that determination under AMS 3.9.1-1 "Contract Dispute." The decision of the Office of Dispute Resolution [ODRA] must be final regarding the appropriateness of the markings unless the Contractor files an appeal pursuant to 49 U.S.C. 46110 in a court of competent jurisdiction within 90 days of receipt of the ODRA decision. This is the Contractor's sole remedy to an adverse decision of the ODRA.

The Government must continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of

the matter either by ODRA (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if the ODRA's decision is appealed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings must be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent; and,

(iii) Establishes that the use of the proposed notice is authorized;

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may -

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualified limited rights data or restricted computer software that are not identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor must -

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(3) Reserved.

~~(h) Subcontracting. The Contractor must obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor must promptly notify the Contracting Officer of the refusal and must not proceed with subcontract award without authorization in writing from the Contracting Officer.~~

(i) Relationship to patents or other rights. Nothing contained in this clause must imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

**3.5-13                      Alternate II Rights in Data - General (January 2009)**

Insert the following in paragraph (g)(3).

(g)(3) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of such data is required, the Contractor must affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

**LIMITED RIGHTS NOTICE (January 2009)**

(a) These data are submitted with limited rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: None

(b) This Notice must be marked on any reproduction of these data, in whole or in part.

**3.5-13                      Alternate III Rights in Data - General (January 2009)**

Insert the following in paragraph (g).

(g)(3)(i) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is so required, the Contractor must affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

**RESTRICTED RIGHTS NOTICE (January 2009)**

(a) This computer software is submitted with restricted rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating restricted computer software must be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with subparagraphs (b) (1) through (4) of this notice; and,

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice must be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short- form Notice may be used instead:

**RESTRICTED RIGHTS NOTICE (SHORT FORM) (January 2009)**

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate) with \_\_\_\_\_ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

**3.6.2-14 Employment Reports on Veterans (January 2011)**

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

~~(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.~~

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the

most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

### 3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

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

<b>Contract CLIN</b>	<b>Government Equivalent Positions*</b>	<b>Class</b>	<b>Wage**</b>
Computer Scientist	Info Systems Engineer Sr.	FG-801-15	\$65.14
Engineer I	System Design Eng I	FG-801-14/15	\$60.23
Engineer II	System Design Eng II	FG-801-13/14	\$50.97
Engineering Tech III	Engineering Tech III	FG-856-13/14	\$50.97
Admin/Clerical Assistant	Admin/Clerical Assistant	FG-301-11/12	\$35.76

### 3.6.2-41 Employment Eligibility Verification (September 2009)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only

to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. ~~The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--~~

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

### **3.13-1 Approval of Contract (October 2001)**

This contract is subject to the written approval of a warranted FAA Contracting Officer and shall not be binding until so approved.

### **3.14-2 Contractor Personnel Suitability Requirements (January 2011)**

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

(1) Facilities;

(2) Sensitive information; and/or;

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

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

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

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a

given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

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

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

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

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

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

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

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

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

Headquarters Contracts:

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

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center  
ATTN: AMC-800 SSE

6500 S MacArthur Blvd  
Oklahoma City, OK 73169

- (d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.
- (e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.
- (f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.
- (g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.
- (h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.
- (i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.
- (j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.
- (k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.
- (l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.
- (m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.
- (n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

**3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (April 2012)**

- (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 Representative (COR). 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 after 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 COR 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), COR, 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 contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. ~~Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE.~~ 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, a 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 COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

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

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

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)**

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>.

<b>3.1.7-1</b>	<b>Exclusion from Future Agency Contracts (August 1997)</b>
<b>3.1.7-2</b>	<b>Organizational Conflicts of Interest (August 1997)</b>
<b>3.1.7-5</b>	<b>Disclosure of Conflicts of Interest (March 2009)</b>
<b>3.2.2.3-8</b>	<b>Audit and Records (July 2010)</b>
<b>3.2.2.3-25</b>	<b>Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (October 2011)</b>
<b>3.2.2.3-27</b>	<b>Subcontractor Cost or Pricing Data (July 2004)</b>
<b>3.2.2.3-29</b>	<b>Integrity of Unit Prices (July 2004)</b>
<b>3.2.2.3-30</b>	<b>Termination of Defined Benefit Pension Plans (July 2004)</b>
<b>3.2.2.3-32</b>	<b>Waiving Facilities Capital Cost of Money (July 2004)</b>
<b>3.2.2.3-33</b>	<b>Order of Precedence (March 2009)</b>
<b>3.2.2.3-36</b>	<b>Reversing or Adjusting of Plans for Postretirement Benefits Other Than Pensions (PRB) (July 2004)</b>
<b>3.2.2.7-6</b>	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)</b>
<b>3.2.2.7-8</b>	<b>Disclosure of Team Arrangements (April 2008)</b>
<b>3.2.4-5</b>	<b>Allowable Cost and Payment (March 2001)</b>
<b>3.2.4-16 Alternate I</b>	<b>Ordering (October 1996)</b>
<b>3.2.5-1</b>	<b>Officials Not to Benefit (April 1996)</b>
<b>3.2.5-3</b>	<b>Gratuities or Gifts (January 1999)</b>
<b>3.2.5-4</b>	<b>Contingent Fees (October 1996)</b>
<b>3.2.5-5</b>	<b>Anti-Kickback Procedures (October 2010)</b>
<b>3.2.5-8</b>	<b>Whistleblower Protection for Contractor Employees (April 1996)</b>
<b>3.3.1-1</b>	<b>Payments (April 1996)</b>

3.3.1-5	<b>Payments under Time-and-Materials and Labor-Hour Contracts (May 2001)</b>
3.3.1-5 Alternate III	<b>Payments under Time-and-Materials and Labor-Hour Contracts (April 2012)</b>
3.3.1-6	<b>Discounts for Prompt Payment (May 1997)</b>
3.3.1-8	<b>Extras (May 1997)</b>
3.3.1-10	<b>Availability of Funds (May 1997)</b>
3.3.1-15	<b>Assignment of Claims (April 1996)</b>
3.3.1-17	<b>Prompt Payment (April 2012)</b>
3.3.1-34	<b>Payment by Electronic Funds Transfer- System for Award Management (August 2012)</b>
3.3.2-1	<b>FAA Cost Principles (October 1996)</b>
3.3.2-2	<b>Reimbursement for Travel and Subsistence (April 2010)</b>
3.4.1-10	<b>Insurance - Work on a Government Installation (July 1996)</b>
3.4.1-12	<b>Insurance (July 1996)</b>
3.4.1-13	<b>Errors and Omissions (July 1996)</b>
3.5-1	<b>Authorization and Consent (January 2009)</b>
3.6.1-3	<b>Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (March 2009)</b>
3.6.1-4	<b>Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (August 2012)</b>
3.6.1-6	<b>Liquidated Damages - Subcontracting Plan (January 2010)</b>
3.6.2-1	<b>Contract Work Hours and Safety Standards Act-Overtime Compensation (January 2012)</b>
3.6.2-2	<b>Convict Labor (April 1996)</b>
3.6.2-9	<b>Equal Opportunity (August 1998)</b>
3.6.2-12	<b>Equal Opportunity for Veterans (January 2011)</b>
3.6.2-13	<b>Affirmative Action for Workers With Disabilities (October 2010)</b>
3.6.2-28	<b>Service Contract Act of 1965, as Amended (October 2010)</b>
3.6.2-30	<b>Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (April 1996)</b>
3.6.2-31	<b>Fair Labor Standards Act and Service Contract Act-Price Adjustment (April 1996)</b>
3.6.2-35	<b>Prevention of Sexual Harassment (August 1998)</b>
3.6.2-39	<b>Trafficking in Persons (January 2008)</b>
3.6.2-44	<b>Notification of Employee Rights Under the National Labor Relations Act (January 2012)</b>
3.6.3-16	<b>Drug Free Workplace (March 2009)</b>
3.6.4-2	<b>Buy American Act - Supplies (July 2010)</b>
3.6.4-10	<b>Restrictions on Certain Foreign Purchases (January 2010)</b>
3.8.2-10	<b>Protection of Government Buildings, Equipment, and Vegetation (April 1996)</b>
3.9.1-1	<b>Contract Disputes (October 2011)</b>
3.9.1-2	<b>Protest After Award (August 1997)</b>
3.10.1-1	<b>Notice of Intent To Disallow Costs (April 1996)</b>
3.10.1-3	<b>Penalties for Unallowable Costs (October 1996)</b>
3.10.1-7	<b>Bankruptcy (April 1996)</b>
3.10.1-12	<b>Changes - Fixed-Price (April 1996)</b>
3.10.1-12 Alternate III	<b>Changes - Fixed-Price (April 1996)</b>
3.10.1-13	<b>Changes - Cost-Reimbursement (April 1996)</b>
3.10.1-13 Alternate I	<b>Changes - Cost-Reimbursement (April 1996)</b>
3.10.1-14	<b>Changes - Time and Materials or Labor Hours (April 1996)</b>
3.10.1-25	<b>Novation and Change-Of-Name Agreements (October 2007)</b>

3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.2-3	Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-3	Termination (Cost-Reimbursement) (October 2011)
3.10.6-3 Alternate IV	Termination (Cost-Reimbursement) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.10.6-7	Excusable Delays (October 1996)
3.13-3	Printing or Copying Double-Sided on Postconsumer Fiber Content Paper (January 2012)
3.13-5	Seat Belt Use by Contractor Employees (October 2001)
3.13-11	Plain Language (July 2006)
3.13-13	Contractor Policy to Ban Text Messaging While Driving (January 2011)
3.13-14	Reporting Executive Compensation and First-Tier Subcontract Awards (April 2011)
3.14-3	Foreign Nationals as Contractor Employees (April 2008)
3.14-5	Sensitive Unclassified Information (SUI) (August 2012)

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

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	<b>Contract Data Requirements List (CDRL)</b> A001 Program Management Plan A002 Program Management Review/Technical Interchange Meetings A003 Agenda/Meeting Minutes A004 Configuration Management A005 Manuals and Publications A006 Product Drawing and Associated Lists A007 Discrepancy Report A008 Software Version Description A009 Test and Evaluation Program	1/10/2013	9
2	<b>SCA Wage Determination 05-2373 Rev (12)</b>	6/13/2012	10

(Remainder of this page left blank)

# CONTRACT DATA REQUIREMENTS LIST (CDRL)

A. Contract line Item No. CLIN 3.0		B. Exhibit		C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other X			
D. System/Item Automated Flight Inspection System (AFIS)		E. Contract/PR No.		F. Contractor NXT, Inc. 4500 N Grand Blvd. Ste 225, Oklahoma City, Oklahoma 73112.			
1. Data Item No. A001		2. Title of Data Item Program Management Plan (PMP)			3. Subtitle		
4. Authority Contractor Format		5. Contact Reference Statement of Work, Paragraph 1.6.3			6. Requiring Office AJW-311c		
7. DD 250 Req'd	8. APP Code A	9. Distribution Statement Required			10. Frequency ANNLY	11. As of Date (AOD)	
12. Date of First Submission With SIR Submission		13. Date of Subsequent Submission 14 DAY ARO			15. Distribution		
14. REMARKS:  Contractor shall develop and implement an integrated Program Management Plan (PMP). The PMP shall integrate all functional program areas (e.g., management, engineering, design, development, integrated logistics, materials, hardware, software, testing, technical support, etc.) and articulate how the PM will manage the overall program. The PMP should also discuss staffing and other resources required to meet PWS/TO requirements. The contractor shall provide an initial draft plan with the submittal of the SIR. After contract award and initial program meeting and discussions, contractor shall provide a final draft 30 days after contract award for review by the FAA. The FAA shall have 14 calendar days to review, mark up for correction or change and return to the contractor, or approve the plan. If the PMP is returned to the contractor, the contractor shall resubmit within 7 calendar days. Plan to be reviewed there after on an annual basis.					a.	b.	c.
					Addressee	Draft Copies	Final Copies Reg.
					AJW-332	2	2
					AMQ-340	1	
					16. Total		
G. Prepared By: Brent D. Foreman		H. Date 1-10-2013		I. Approved By			J. Date
17. Price Group				18. Estimated Total Price      not-separately-priced			

**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

<b>A. Contract line Item No.</b> CLIN 2.0	<b>B. Exhibit</b>	<b>C. Category (Check appropriate one)</b> TDP <input type="checkbox"/> TM <input type="checkbox"/> Other X	
<b>D. System/Item</b> Flight Inspection Airborne Processor Application Development (FIAPA)	<b>E. Contract/PR No.</b> DTFAAC-13-D-00000	<b>F. Contractor</b> NXT, Inc. 4500 N Grand Blvd. Ste 225, Oklahoma City, Oklahoma 73112.	

<b>1. Data Item No.</b> A002	<b>2. Title of Data Item</b> Program Review/Technical Interchange Meetings (TIM).	<b>3. Subtitle</b>	
<b>4. Authority</b>	<b>5. Contact Reference</b> SOW Paragraph 4.3	<b>6. Requiring Office</b> AJW-393	

<b>7. DD 250 Req'd</b>	<b>8. APP Code</b>	<b>9. Distribution Statement Required</b>	<b>10. Frequency</b>	<b>11. As of Date (AOD)</b>
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<b>12. Date of First Submission</b> 10 days prior to meeting	<b>13. Date of Subsequent Submission</b> AS REQUIRED	<b>15. Distribution</b>		
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<b>14. REMARKS:</b>  The PM shall schedule TIM's as necessary to assure successful contract and TO performance and/or as may be requested by the CO/COTR to address specific issues as they arise. The contractor shall keep the CO/COTR informed of any and all problems which will impact or may potentially impact any aspect of TO performance. TIM's may address any of the following subject matter:  a. Summary of TO achievements. b. Actual TO status versus plan. c. Material or Sub-contract requirements. d. Cost performance versus funding. e. Status of open actions items. f. Configuration Management requirements. g. Anticipated problems and recommended resolutions. h. Other  PM shall be coordinated with the CO/COTR to identify current issues and define meeting agendas. Contractor shall issue the Meeting Agenda.  TIM's shall be done by telephone and may be done weekly if required.	<b>a. Addressee</b>	<b>b. Draft Copies</b>	<b>c. Final Copies Reg.</b>	<b>Repro</b>
	AJW-393		1	
	AMQ-340			1
<b>16. Total</b>				

<b>G. Prepared By:</b> BRENT D FOREMAN	<b>H. Date</b> 1-10-2013	<b>I. Approved By</b> DUKE PHAM	<b>J. Date</b>
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<b>17. Price Group</b>	<b>18. Estimated Total Price</b> NOT SEPARATELY PRICED
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**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

<b>A. Contract line Item No.</b> CLIN 3.0	<b>B. Exhibit</b>	<b>C. Category (Check appropriate one)</b> TDP <input type="checkbox"/> TM <input type="checkbox"/> Other X		
<b>D. System/Item</b> Next Generation Automated Flight Inspection System (NAFIS)	<b>E. Contract/PR No.</b>	<b>F. Contractor</b> NXT, Inc. 4500 N Grand Blvd. Ste 225, Oklahoma City, Oklahoma 73112.		

<b>1. Data Item No.</b> A003	<b>2. Title of Data Item</b> PMR/Conference Agenda/Minutes	<b>3. Subtitle</b>
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<b>4. Authority</b> Contractor Format	<b>5. Contact Reference</b> SOW Paragraph 1.6.4	<b>6. Requiring Office</b> AJW-393
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<b>7. DD 250 Req'd</b>	<b>8. APP Code</b>	<b>9. Distribution Statement Required</b>	<b>10. Frequency</b> As Required	<b>11. As of Date (AOD)</b>
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<b>12. Date of First Submission</b> See Block 14	<b>13. Date of Subsequent Submission</b> As Required	<b>15. Distribution</b>
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<b>14. REMARKS:</b>  A PMR/Conference will be held when determined necessary by the FAA Program Manager. The Contractor must submit a coordinated agenda by electronic email no later than ten (10) days prior to proposed meeting or conference date in accordance with SOW paragraph 1.7.1.  The Contractor must submit a coordinated minutes by electronic email no later than ten (10) days after meeting or conference date in accordance with SOW paragraph 1.7.1	<b>a. Addressee</b>	<b>b. Draft Copies</b>	<b>c. Final Copies Reg.</b>	<b>Repro</b>
	AMQ-310	1	1	
	AJW-342A	1	1	
	AJW-393	1	1	
<b>16. Total</b>				

<b>G. Prepared By:</b> Brent Foreman	<b>H. Date</b> 1-10-2013	<b>I. Approved By</b> Duke Pham	<b>J. Date</b>
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<b>17. Price Group</b>	<b>18. Estimated Total Price</b> Not-separately-priced
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**CONTRACT DATA REQUIREMENTS LIST (CDRL)**

<b>A. Contract line Item No.</b> CLIN 3.0	<b>B. Exhibit</b>	<b>C. Category (Check appropriate one)</b> TDP <input type="checkbox"/> TM <input type="checkbox"/> Other X	
<b>D. System/Item</b> Next Generation Automated Flight Inspection System (NAFIS)	<b>E. Contract/PR No.</b>	<b>F. Contractor</b> NXT, Inc. 4500 N Grand Blvd. Ste 225, Oklahoma City, Oklahoma 73112.	

<b>1. Data Item No.</b> A004	<b>2. Title of Data Item</b> Configuration Management		<b>3. Subtitle</b>	
<b>4. Authority</b> Contractor Format		<b>5. Contact Reference</b> SOW Paragraph 1.7		<b>6. Requiring Office</b> AJW-393
<b>7. DD 250 Req'd</b>	<b>8. APP Code</b>	<b>9. Distribution Statement Required</b>		<b>10. Frequency</b> As Required
<b>12. Date of First Submission</b> See Block 14		<b>13. Date of Subsequent Submission</b> As Required		<b>11. As of Date (AOD)</b>

<b>14. REMARKS:</b>  The Contractor shall establish a data management program to maintain contractually required documentation and correspondence associated with management, engineering, design, development, integrated logistics, materials, hardware, software, testing, technical and other support documentation; in one logical and inclusive system using DOD-STD-1700 as guidance. This effort shall include documentation as may be required and defined in individual TOs.  The Contractor shall identify and use an orderly review and comment process in order to preclude schedule delays. The Contractor shall submit revised documents with revision marks and shall include all changes to previous submissions. Revision marks shall be removed in the final delivery of documents unless otherwise stated.	<b>15. Distribution</b>		<b>a. Addressee</b>	<b>b. Draft Copies</b>	<b>c. Final Copies Reg.</b>	<b>Repro</b>
			AMQ-310	1	1	
			AJW-342A	1	1	
			AJW-393	1	1	
			<b>16. Total</b>			

<b>G. Prepared By:</b> Brent Foreman	<b>H. Date</b> 1-10-13	<b>I. Approved By</b> Duke Pham	<b>J. Date</b> 1-13-2013
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<b>17. Price Group</b>	<b>18. Estimated Total Price</b> Not-separately-priced
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# CONTRACT DATA REQUIREMENTS LIST (CDRL)

<b>A. Contract Line Item No.</b> CLIN 4.0	<b>B. Exhibit</b>	<b>C. Category (Check appropriate one)</b> TDP <input type="checkbox"/> TM <input type="checkbox"/> Other X	
<b>D. System/Item</b> Next Generation Automated Flight Inspection System (NAFIS)	<b>E. Contract/PR No.</b>	<b>F. Contractor</b> NXT, Inc., 4500 N Grand Blvd. Ste 225, Oklahoma City, Oklahoma 73112.	

<b>1. Data Item No.</b> A005	<b>2. Title of Data Item</b> Manuals/Publications	<b>3. Subtitle</b>
<b>4. Authority</b> Contractor Format	<b>5. Contact Reference</b> SOW Paragraph 1.8	<b>6. Requiring Office</b> AJW-393
<b>7. DD 250 Req'd</b>	<b>8. APP Code</b> A	<b>9. Distribution Statement Required</b>
<b>10. Frequency</b> As Required	<b>11. As of Date (AOD)</b>	
<b>12. Date of First Submission</b> See Block 14	<b>13. Date of Subsequent Submission</b> As Required	<b>15. Distribution</b>

<b>14. REMARKS:</b>  The Contractor shall provide all manuals/publications for all basic and revised systems, subsystems and support equipment necessary to support testing, operations, maintenance, and training for all operational, test, and support equipment and software. Manuals/publications shall include all configuration changes, modifications directives, and bulletins to support operations and maintenance provided in support of Flight Inspection Systems. This effort includes all technical manuals/publications for all deliverables, or as a part of any Flight Inspections Systems work. The contractor shall provide copies of applicable specifications, exhibits, source data and drawings to support manual/publications. Drawings shall be provided on electronic media as available and be compatible with the FAA computer aided engineering graphics (CAEG) system.  Delivery will be in accordance with the Task Order issued to fund the requirement. Format and inspection shall be identified by the Task Order Statement of Work of Performance Work Statement.	<b>a.</b>	<b>b. Draft</b>	<b>c. Final Copies</b>	
	<b>Addressee</b>	<b>Copies</b>	<b>Reg.</b>	<b>Repro</b>
	AMQ-310			=====
	AJW-342A	1	1	=====
	AJW-393	1	1	=====
<b>16. Total</b>				

<b>G. Prepared By:</b> Brent Foreman	<b>H. Date</b> 1-10-2013	<b>I. Approved By</b> Duke Pham	<b>J. Date</b>
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<b>17. Price Group</b>	<b>18. Estimated Total Price</b> Not-separately-priced
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# CONTRACT DATA REQUIREMENTS LIST (CDRL)

Page 1 of 2

A. Contract line Item No. <b>CLIN 3.0</b>		B. Exhibit	C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other X			
D. System/Item Automated Flight Inspection System (AFIS)		E. Contract/PR No.	F. Contractor NXT, Inc. 4500 N Grand Blvd. Ste 225, Oklahoma City, Oklahoma 73112.			
1. Data Item No. A006		2. Title of Data Item Product Drawing and Associated Lists		3. Subtitle		
4. Authority Contractor Format		5. Contact Reference SOW Paragraph 1.9		6. Requiring Office AJW-393		
7. DD 250 Req'd	8. APP Code A	9. Distribution Statement Required		10. Frequency As Required		
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Blk 14d		11. As of Date (AOD)		
14. REMARKS:  The Contractor shall propose all changes affecting COTS hardware, necessary to satisfy the requirements of TO's, to the CO/COTR for approval. After CO/COTR review and concurrence of the proposed changes, the Contractor shall incorporate the changes into the commercial drawings and associated lists. Drawings and list shall be submitted in accordance with SOW Paragraphs 1.9.4 and 1.9.5.  Contractor shall submit the required drawings or list in accordance with the delivery schedule provided with the Task Order Statement of Work or Performance Work Statement. Government shall have 21 calendar days to review submittal. After this time period the Government must either approve, or return to contractor for corrections. Contractor has 14 Work Days to resubmit package for additional FAA review /approval.			15. Distribution			
			a. Addressee	b. Draft Copies	c. Final Copies Reg.	d. Final Copies Repro
			AMQ-310	1	1	
			AJW-342A	1	1	
AJW-393	1	1				
			16. Total			
G. Prepared By: Brent Foreman		H. Date 1-10-2013	I. Approved By Duke Pham		J. Date	
17. Price Group			18. Estimated Total Price NSP			

# CONTRACT DATA REQUIREMENTS LIST (CDRL)

A. Contract line Item No. <b>CLIN 3.0</b>		B. Exhibit		C. Category (Check appropriate one) TDP <input type="checkbox"/> TM <input type="checkbox"/> Other X					
D. System/Item Automated Flight Inspection System (AFIS)		E. Contract/PR No.		F. Contractor NXT, Inc. 4500 N Grand Blvd. Ste 225, Oklahoma City, Oklahoma 73112.					
1. Data Item No. A007		2. Title of Data Item Discrepancy Report			3. Subtitle				
4. Authority Contractor Format		5. Contact Reference SOW Paragraph 1.10			6. Requiring Office AJW-393				
7. DD 250 Req'd	8. APP Code	9. Distribution Statement Required			10. Frequency As Required	11. As of Date (AOD)			
12. Date of First Submission	See Block 14	13. Date of Subsequent Submission	As Required			15. Distribution			
14. REMARKS:  The Contractor shall implement a corrective action process for handling all problems detected in the products under configuration control. The corrective action process shall ensure that all detected problems are promptly reported, action is initiated on them, resolution is achieved, status is tracked and reported, and records of the problems are maintained for the period of the Contract. The Contractor shall prepare a Discrepancy Report to describe each software problem detected during installation, checkout, and testing, or documentation under configuration control.					a.	b. Draft	c. Final		
					Addressee	Copies	Reg.	Copies	Repro
					AMQ-310	1	1		
					AJW-342A	1	1		
AJW-393	1	1							
					16. Total				
G. Prepared By: Brent Foreman		H. Date 1-10-2013		I. Approved By Duke Pham			J. Date		
17. Price Group				18. Estimated Total Price <b>Not-separately-priced</b>					

# CONTRACT DATA REQUIREMENTS LIST (CDRL)

<b>A. Contract line Item No.</b> CLIN 3.0	<b>B. Exhibit</b>	<b>C. Category (Check appropriate one)</b> TDP <input type="checkbox"/> TM <input type="checkbox"/> Other X	
<b>D. System/Item</b> Automated Flight Inspection System (AFIS)	<b>E. Contract/PR No.</b>	<b>F. Contractor</b> NXT, Inc. 4500 N Grand Blvd. Ste 225, Oklahoma City, Oklahoma 73112.	

<b>1. Data Item No.</b> A008	<b>2. Title of Data Item</b> Software Version Description	<b>3. Subtitle</b>
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<b>4. Authority</b> Contractor Format	<b>5. Contact Reference</b> SOW Paragraph 1.10.3	<b>6. Requiring Office</b> AJW-393c
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<b>7. DD 250 Req'd</b>	<b>8. APP Code</b>	<b>9. Distribution Statement Required</b>	<b>10. Frequency</b> As Required	<b>11. As of Date (AOD)</b>
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<b>12. Date of First Submission</b> See Block 14	<b>13. Date of Subsequent Submission</b> As Required	<b>15. Distribution</b>
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<b>14. REMARKS:</b>  The contractor shall provide a software version description for each version delivered to the Government. The version description shall describe all changes to the software and illustrate design traceability and interface description.	<b>a.</b>	<b>b. Draft</b>	<b>c. Final</b>	<b>Copies</b>
	<b>Addressee</b>	<b>Copies</b>	<b>Reg.</b>	<b>Repro</b>
	AMQ-310	1	1	
	AJW-342A	1	1	
	AJW-393	1	1	
<b>16. Total</b>				

<b>G. Prepared By:</b> Brent Foreman	<b>H. Date</b> 1-10-2013	<b>I. Approved By</b> Duke Pham	<b>J. Date</b>
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<b>17. Price Group</b>	<b>18. Estimated Total Price</b> Not-separately-priced
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# CONTRACT DATA REQUIREMENTS LIST (CDRL)

<b>A. Contract line Item No.</b> CLIN 3.0	<b>B. Exhibit</b>	<b>C. Category (Check appropriate one)</b> TDP <input type="checkbox"/> TM <input type="checkbox"/> Other X	
<b>D. System/Item</b> Automated Flight Inspection System (AFIS)	<b>E. Contract/PR No.</b>	<b>F. Contractor</b> NXT, Inc. 4500 N Grand Blvd. Ste 225, Oklahoma City, Oklahoma 73112.	

<b>1. Data Item No.</b> A009	<b>2. Title of Data Item</b> Test and Evaluation Program	<b>3. Subtitle</b>	
<b>4. Authority</b> Contractor Format	<b>5. Contact Reference</b> SOW Paragraph 1.13	<b>6. Requiring Office</b> AJW-393	
<b>7. DD 250 Req'd</b>	<b>8. APP Code</b> A	<b>9. Distribution Statement Required</b>	<b>10. Frequency</b> As Required
<b>12. Date of First Submission</b> See Block 14		<b>13. Date of Subsequent Submission</b> As Required	<b>11. As of Date (AOD)</b>

<b>14. REMARKS:</b>  The Contractor shall plan, conduct, and document an integrated test and evaluation (T&E) program to meet requirements defined in this PWS and future TO's. The T&E program shall follow the Acquisition Management Systems Test & Evaluation Process Guidelines (AMST&EPG) and FAA Order 1810.4b. FAA Test and Evaluation Policy as guidance. The T&E program shall verify that flight inspection systems and support elements meet the physical, functional, interface, and performance requirements in the intended environment, and with the intended users.  Delivery will be in accordance with the Task Order issued to fund the requirement. Format and inspection shall be identified by the Task Order Statement of Work of Performance Work Statement.  The Contractor shall conduct tests and generate test reports, as required by TOs. The Contractor shall integrate test schedules as directed in TOs. The Government reserves the right to witness, on a non-interference basis, contractor testing at any time.	<b>a.</b>	<b>b. Draft</b>	<b>c. Final Copies</b>	
	<b>Addressee</b>	<b>Copies</b>	<b>Reg.</b>	<b>Repro</b>
	AMQ-310			=====
	AJW-342A	1	1	=====
	AJW-3193	1	1	=====
<b>16. Total</b>				

<b>G. Prepared By:</b> Brent Foreman	<b>H. Date</b> 1-10-2013	<b>I. Approved By</b> Duke Pham	<b>J. Date</b>
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<b>17. Price Group</b>	<b>18. Estimated Total Price</b>
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WD 05-2373 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2373
Director	Wage Determinations	Revision No.: 12
		Date Of Revision: 06/13/2012

State: New York

Area: New York Counties of Nassau, Suffolk

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.11
01012 - Accounting Clerk II		19.61
01013 - Accounting Clerk III		21.89
01020 - Administrative Assistant		30.93
01040 - Court Reporter		21.64
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		25.79
01070 - Document Preparation Clerk		15.56
01090 - Duplicating Machine Operator		15.56
01111 - General Clerk I		14.82
01112 - General Clerk II		17.49
01113 - General Clerk III		18.82
01120 - Housing Referral Assistant		26.92
01141 - Messenger Courier		12.92
01191 - Order Clerk I		19.59
01192 - Order Clerk II		20.45
01261 - Personnel Assistant (Employment) I		18.96
01262 - Personnel Assistant (Employment) II		21.22
01263 - Personnel Assistant (Employment) III		23.66
01270 - Production Control Clerk		23.51
01280 - Receptionist		15.67
01290 - Rental Clerk		18.04
01300 - Scheduler, Maintenance		21.57
01311 - Secretary I		21.57
01312 - Secretary II		24.82
01313 - Secretary III		26.92
01320 - Service Order Dispatcher		20.50
01410 - Supply Technician		30.93
01420 - Survey Worker		21.64
01531 - Travel Clerk I		15.98
01532 - Travel Clerk II		17.31
01533 - Travel Clerk III		18.79
01611 - Word Processor I		17.62
01612 - Word Processor II		20.16
01613 - Word Processor III		22.13
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		28.50
05010 - Automotive Electrician		28.50
05040 - Automotive Glass Installer		27.31
05070 - Automotive Worker		27.31

05110 - Mobile Equipment Servicer	20.80
05130 - Motor Equipment Metal Mechanic	29.80
05160 - Motor Equipment Metal Worker	27.31
05190 - Motor Vehicle Mechanic	29.68
05220 - Motor Vehicle Mechanic Helper	23.15
05250 - Motor Vehicle Upholstery Worker	26.12
05280 - Motor Vehicle Wrecker	27.31
05310 - Painter, Automotive	28.50
05340 - Radiator Repair Specialist	27.31
05370 - Tire Repairer	16.69
05400 - Transmission Repair Specialist	29.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.55
07041 - Cook I	16.75
07042 - Cook II	18.23
07070 - Dishwasher	13.67
07130 - Food Service Worker	13.67
07210 - Meat Cutter	22.64
07260 - Waiter/Waitress	14.45
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.16
09040 - Furniture Handler	16.83
09080 - Furniture Refinisher	22.16
09090 - Furniture Refinisher Helper	18.01
09110 - Furniture Repairer, Minor	20.37
09130 - Upholsterer	22.16
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.67
11060 - Elevator Operator	13.67
11090 - Gardener	18.74
11122 - Housekeeping Aide	15.70
11150 - Janitor	15.70
11210 - Laborer, Grounds Maintenance	15.89
11240 - Maid or Houseman	13.68
11260 - Pruner	14.75
11270 - Tractor Operator	18.02
11330 - Trail Maintenance Worker	15.89
11360 - Window Cleaner	18.07
12000 - Health Occupations	
12010 - Ambulance Driver	25.29
12011 - Breath Alcohol Technician	24.87
12012 - Certified Occupational Therapist Assistant	24.12
12015 - Certified Physical Therapist Assistant	22.28
12020 - Dental Assistant	16.75
12025 - Dental Hygienist	35.31
12030 - EKG Technician	28.65
12035 - Electroneurodiagnostic Technologist	28.65
12040 - Emergency Medical Technician	25.29
12071 - Licensed Practical Nurse I	23.69
12072 - Licensed Practical Nurse II	24.34
12073 - Licensed Practical Nurse III	24.48
12100 - Medical Assistant	16.66
12130 - Medical Laboratory Technician	23.34
12160 - Medical Record Clerk	18.71
12190 - Medical Record Technician	20.55
12195 - Medical Transcriptionist	19.43
12210 - Nuclear Medicine Technologist	36.93
12221 - Nursing Assistant I	13.17
12222 - Nursing Assistant II	14.72
12223 - Nursing Assistant III	15.82
12224 - Nursing Assistant IV	16.79

12235 - Optical Dispenser	24.64
12236 - Optical Technician	16.64
12250 - Pharmacy Technician	15.87
12280 - Phlebotomist	23.02
12305 - Radiologic Technologist	28.08
12311 - Registered Nurse I	32.76
12312 - Registered Nurse II	38.41
12313 - Registered Nurse II, Specialist	38.41
12314 - Registered Nurse III	49.39
12315 - Registered Nurse III, Anesthetist	49.39
12316 - Registered Nurse IV	59.22
12317 - Scheduler (Drug and Alcohol Testing)	26.17
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	27.03
13012 - Exhibits Specialist II	33.49
13013 - Exhibits Specialist III	40.95
13041 - Illustrator I	28.35
13042 - Illustrator II	33.23
13043 - Illustrator III	40.66
13047 - Librarian	37.25
13050 - Library Aide/Clerk	15.79
13054 - Library Information Technology Systems Administrator	32.65
13058 - Library Technician	25.62
13061 - Media Specialist I	23.57
13062 - Media Specialist II	26.35
13063 - Media Specialist III	29.39
13071 - Photographer I	21.29
13072 - Photographer II	24.62
13073 - Photographer III	32.88
13074 - Photographer IV	44.26
13075 - Photographer V	50.85
13110 - Video Teleconference Technician	24.33
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.00
14042 - Computer Operator II	21.26
14043 - Computer Operator III	23.71
14044 - Computer Operator IV	26.35
14045 - Computer Operator V	29.17
14071 - Computer Programmer I	(see 1) 27.56
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.00
14160 - Personal Computer Support Technician	26.35
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	39.54
<del>15020 - Aircrew Training Devices Instructor (Rated)</del>	<del>43.75</del>
15030 - Air Crew Training Devices Instructor (Pilot)	52.46
15050 - Computer Based Training Specialist / Instructor	39.54
15060 - Educational Technologist	35.73
15070 - Flight Instructor (Pilot)	52.46
15080 - Graphic Artist	33.31
15090 - Technical Instructor	32.16
15095 - Technical Instructor/Course Developer	39.22
15110 - Test Proctor	25.56
15120 - Tutor	25.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	11.62
16030 - Counter Attendant	11.62
16040 - Dry Cleaner	14.30
16070 - Finisher, Flatwork, Machine	11.62
16090 - Presser, Hand	11.62
16110 - Presser, Machine, Drycleaning	11.62
16130 - Presser, Machine, Shirts	11.62
16160 - Presser, Machine, Wearing Apparel, Laundry	11.62
16190 - Sewing Machine Operator	15.19
16220 - Tailor	16.04
16250 - Washer, Machine	12.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.89
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.96
21030 - Material Coordinator	23.51
21040 - Material Expediter	23.51
21050 - Material Handling Laborer	14.62
21071 - Order Filler	16.34
21080 - Production Line Worker (Food Processing)	16.96
21110 - Shipping Packer	15.28
21130 - Shipping/Receiving Clerk	15.28
21140 - Store Worker I	15.06
21150 - Stock Clerk	18.88
21210 - Tools And Parts Attendant	16.96
21410 - Warehouse Specialist	16.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.63
23021 - Aircraft Mechanic I	27.11
23022 - Aircraft Mechanic II	29.58
23023 - Aircraft Mechanic III	30.72
23040 - Aircraft Mechanic Helper	21.90
23050 - Aircraft, Painter	25.88
23060 - Aircraft Servicer	24.23
23080 - Aircraft Worker	25.00
23110 - Appliance Mechanic	22.16
23120 - Bicycle Repairer	17.94
23125 - Cable Splicer	35.97
23130 - Carpenter, Maintenance	30.97
23140 - Carpet Layer	27.24
23160 - Electrician, Maintenance	37.18
23181 - Electronics Technician Maintenance I	24.19
23182 - Electronics Technician Maintenance II	27.39
23183 - Electronics Technician Maintenance III	28.51
23260 - Fabric Worker	25.82
23290 - Fire Alarm System Mechanic	21.92
23310 - Fire Extinguisher Repairer	22.51
23311 - Fuel Distribution System Mechanic	29.94
23312 - Fuel Distribution System Operator	27.20
23370 - General Maintenance Worker	24.67
23380 - Ground Support Equipment Mechanic	27.11
23381 - Ground Support Equipment Servicer	24.23
23382 - Ground Support Equipment Worker	25.00
23391 - Gunsmith I	22.51
23392 - Gunsmith II	25.12
23393 - Gunsmith III	27.25
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.93

23430 - Heavy Equipment Mechanic	26.10
23440 - Heavy Equipment Operator	34.30
23460 - Instrument Mechanic	30.86
23465 - Laboratory/Shelter Mechanic	26.21
23470 - Laborer	15.95
23510 - Locksmith	21.10
23530 - Machinery Maintenance Mechanic	23.95
23550 - Machinist, Maintenance	21.92
23580 - Maintenance Trades Helper	17.71
23591 - Metrology Technician I	30.86
23592 - Metrology Technician II	33.34
23593 - Metrology Technician III	32.75
23640 - Millwright	29.17
23710 - Office Appliance Repairer	21.80
23760 - Painter, Maintenance	26.70
23790 - Pipefitter, Maintenance	32.44
23810 - Plumber, Maintenance	31.23
23820 - Pneudraulic Systems Mechanic	27.25
23850 - Rigger	24.36
23870 - Scale Mechanic	25.12
23890 - Sheet-Metal Worker, Maintenance	29.81
23910 - Small Engine Mechanic	20.92
23931 - Telecommunications Mechanic I	30.91
23932 - Telecommunications Mechanic II	32.20
23950 - Telephone Lineman	33.44
23960 - Welder, Combination, Maintenance	24.11
23965 - Well Driller	22.73
23970 - Woodcraft Worker	27.25
23980 - Woodworker	20.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.30
24610 - Chore Aide	12.79
24620 - Family Readiness And Support Services Coordinator	14.89
24630 - Homemaker	16.85
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.03
25040 - Sewage Plant Operator	25.19
25070 - Stationary Engineer	29.03
25190 - Ventilation Equipment Tender	23.71
25210 - Water Treatment Plant Operator	25.53
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.12
27007 - Baggage Inspector	17.98
27008 - Corrections Officer	30.97
27010 - Court Security Officer	30.66
27030 - Detection Dog Handler	20.36
27040 - Detention Officer	30.97
27070 - Firefighter	31.42
<del>27101 - Guard I</del>	<del>17.98</del>
27102 - Guard II	20.36
27131 - Police Officer I	32.37
27132 - Police Officer II	35.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.96
28042 - Carnival Equipment Repairer	16.75
28043 - Carnival Equipment Worker	13.67
28210 - Gate Attendant/Gate Tender	16.49
28310 - Lifeguard	14.63
28350 - Park Attendant (Aide)	18.46

28510 - Recreation Aide/Health Facility Attendant	18.95
28515 - Recreation Specialist	22.88
28630 - Sports Official	14.69
28690 - Swimming Pool Operator	20.98
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.64
29020 - Hatch Tender	27.64
29030 - Line Handler	27.64
29041 - Stevedore I	26.22
29042 - Stevedore II	32.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.82
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	22.43
30022 - Archeological Technician II	26.50
30023 - Archeological Technician III	31.09
30030 - Cartographic Technician	29.15
30040 - Civil Engineering Technician	25.21
30061 - Drafter/CAD Operator I	19.69
30062 - Drafter/CAD Operator II	26.50
30063 - Drafter/CAD Operator III	29.42
30064 - Drafter/CAD Operator IV	31.09
30081 - Engineering Technician I	19.98
30082 - Engineering Technician II	22.47
30083 - Engineering Technician III	25.28
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	46.20
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	21.37
30240 - Mathematical Technician	31.09
30361 - Paralegal/Legal Assistant I	23.36
30362 - Paralegal/Legal Assistant II	28.94
30363 - Paralegal/Legal Assistant III	35.39
30364 - Paralegal/Legal Assistant IV	42.84
30390 - Photo-Optics Technician	28.11
30461 - Technical Writer I	26.41
30462 - Technical Writer II	32.29
30463 - Technical Writer III	39.84
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.02
30493 - Unexploded Ordnance (UXO) Technician III	37.18
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or (see 2)	29.42
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.27
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.40
<del>31030 - Bus Driver</del>	<del>19.89</del>
31043 - Driver Courier	16.75
31260 - Parking and Lot Attendant	10.05
31290 - Shuttle Bus Driver	17.80
31310 - Taxi Driver	13.37
31361 - Truckdriver, Light	17.80
31362 - Truckdriver, Medium	18.87
31363 - Truckdriver, Heavy	24.52
31364 - Truckdriver, Tractor-Trailer	24.52
99000 - Miscellaneous Occupations	
99030 - Cashier	18.74

99050 - Desk Clerk	13.34
99095 - Embalmer	27.84
99251 - Laboratory Animal Caretaker I	15.21
99252 - Laboratory Animal Caretaker II	15.97
99310 - Mortician	34.64
99410 - Pest Controller	18.15
99510 - Photofinishing Worker	16.23
99710 - Recycling Laborer	19.78
99711 - Recycling Specialist	22.36
99730 - Refuse Collector	21.17
99810 - Sales Clerk	14.70
99820 - School Crossing Guard	15.04
99830 - Survey Party Chief	26.35
99831 - Surveying Aide	15.48
99832 - Surveying Technician	20.42
99840 - Vending Machine Attendant	23.41
99841 - Vending Machine Repairer	25.44
99842 - Vending Machine Repairer Helper	21.46

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

~~If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:~~

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.