

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 350)	RATING	PAGE OF 1 39
2. CONTRACT NO DTFAAC-15-C-00025	3. SCREENING INFORMATION REQUEST NO DTFAAC-15-R-07029	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED August 20, 2015	6. REQUISITION/PURCHASE AC-15-07029 (FAA Internal Use Only)
7. ISSUED BY FAA, NAS Automation & Facilities Acquisition Division (AAQ-721) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (if other than item 7) FAA, Customer Service Desk (AAQ-700) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933		

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in Room 313, Multi-Purpose Building until 2:00 p.m. Local time September 1, 2015

(Hour) (Date)

10. FOR INFORMATION CALL: >	A. NAME Kathleen D. Islas, kathleen.d.islas@faa.gov	B. TELEPHONE NO. (include area code) (RFD COLLECT CALLS) (405) 954-8534
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 32.23-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (90 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, AAS 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 Request for Offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE				
	A001	9/02/15						

15A. NAME AND CODE Leader Communications Inc., 6421 S. Air Depot, Suite A Oklahoma City, OK 73135	15B. TELEPHONE NO. (include area code) (405) 622-2200	15C. FACILITY CODE: 07ER	15D. CHECK IF RESIDENTIAL ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER Angela Cole, President	17. SIGNATURE 	18. OFFER DATE 09/01/2015
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED Section B, CLIN 0001	20. AMOUNT NTE: \$461,622.80	21. ACCOUNTING AND APPROPRIATION To be shown on funding documents issued hereunder. (4 COPIES OR MORE OTHERWISE SPECIFIED)
24. ADMINISTERED BY (if other than item 7) FAA, NAS Contract Management Team (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25718 Oklahoma City, OK 73125-4913	27. UNITED STATES OF AMERICA Digitally signed by Kathleen D. Islas DN: cn=kathleen.d.islas@faa.gov Date: 2015.09.15 14:59:23 -0500
28. NAME OF CONTRACTING OFFICER (Type or print) Kathleen D. Islas		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF-33

**PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST**

The contractor must provide all management, supervision, labor, facilities, equipment, material supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the requirements set forth in Section C, Statement of Work, as incrementally requested and authorized.

This **Labor Hour** type contract. Services will be acquired on the basis of direct labor hours at specified hourly rates. Fixed hourly labor rates include wages, overhead, general and administrative expenses, and profit. The FAA reserves the right to incrementally fund Labor Hour and Cost requirements as appropriate for the work as required in the Statement of Work (Section J, Attachment 1). **Total contract value will not exceed the agreed negotiated value as specified in CLIN 0001 below.**

CONTRACT LINE ITEM	SUPPLIES/SERVICES	NOT TO EXCEED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	LABOR: Centralized Bench Stock/ Supply Clerk Period of Performance: 12 Months Services-Non Personal Contractor shall provide all technical, administrative, and document requirements as specified in the attached Statement of Work (SOW) entitled "Centralized Bench Stock/ Supply Clerk Services" (dtd July 31, 2015).				
	Bench Stock/Supply Clerk Rate	12,480	Hourly	[REDACTED]	[REDACTED]
	LABOR – Overtime Period of Performance: 12 Months Services-Non Personal The contractor shall provide after-hours support that includes nights, weekends and holidays when authorized by in accordance				
	Overtime Rate	500	Hourly	[REDACTED]	[REDACTED]
	Total Contract Award Value Shall Not Exceed				<u>\$461,622.80</u>

PART I - SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK (SOW)

The contractor shall furnish all labor, tools, materials, equipment, and supplies, necessary to accomplish Analysis Support set forth, in accordance with the attached statement of work, **Centralized Bench Stock/Supply Clerk Services (Section J, Attachment 1)** and all other terms, conditions, and provisions as set forth herein.

C.2 BID VERSUS OFFER

References to the terms "bid", "bidder", etc. throughout the specification is intended to mean "offer", "offeror", etc.

**C.3 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT
PERFORMANCE (SEPTEMBER 2001)**

CLA.4548

- (a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.
- (b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.
- (c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.
- (d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

PART I - SECTION D
PACKAGING AND MARKING

Not applicable

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection of the supplies and services to be furnished hereunder will be made upon the completion of each task order by the Contracting Officer's Representative (COR) and acceptance will be made in writing by the Contracting Officer upon successful completion of all testing and Contractor Acceptance Inspection (CAI).

E.2 INSPECTION AND ACCEPTANCE OF DOCUMENTS

Inspection and acceptance of assets, and any supporting documentation, shall be to ensure compliance with current specifications.

E.3 INSPECTION AND ACCEPTANCE AT DESTINATION (JANUARY 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 following AMS clauses, Inspection—Time-and-Materials and Labor-Hour (3.10.4-5).

E.4 AMS 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://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

AMS 3.10.4-5 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (April 1996)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE

All deliverables shall be in accordance with the provisions set forth in the Statement of Work, "Centralized Bench Stock/Supply Clerk" (Section J, Attachment 1).

F.2 CONTRACT PERIOD (JANUARY 1997)

CLA.1604

The effective period of performance for the executed contract is **12 Months** from date of award. This contract period may be extended to incorporate applicable Extension of Services clauses and provisions.

F.3 ACCELERATED DELIVERY (JANUARY 1997)

CLA.1817

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

AMS 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 **60** 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 **45** 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.

AMS 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://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

3.10.1-9	STOP WORK ORDER (OCTOBER 1996)
3.10.1-9/Alt 1	STOP-WORK ORDER (OCTOBER 1996)
3.10.1-24	NOTICE OF DELAY (MARCH 2009)
3.11-34	F.O.B. DESTINATION (APRIL 1999)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

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

G.2 INVOICING PROCEDURES - GENERAL (JANUARY 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit 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 (AAQ-721)
P.O. Box 25082
Oklahoma City, OK 73125
- (3) Two copies to:
FAA, Mike Monroney Aeronautical Center
A6973UPP DOT FAA AML 8050 WC 890
Technical Program Support Branch TSF B (AML-8050)
ATTN: James K. Walker and Paula G. Huber
6500 S MacArthur Blvd
Oklahoma City, OK 73169-6901

(b) Each invoice shall highlight the following information:

- (1) Contract number
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Total YTD quantities per CLIN.
- (4) Total YTD invoice amounts per CLIN

(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 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY (JANUARY 1997) CLA.1401

Within 60 calendar days after award of contract the Government-owned property listed below will be furnished to the contractor for use in the performance of this contract:

<u>Identification Number</u>	<u>Description</u>	<u>FAA Barcode</u>	<u>Quantity</u>	<u>Cost</u>
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To be determined

G.4 GOVERNMENT PROPERTY REPORTS (JANUARY 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 WAIVER OF WITHHOLDING (JULY 2015) 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.6 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (JULY 2015) 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.

AMS 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://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

AMS 3.10.1-22 CONTRACTING OFFICER'S REPRESENTATIVE (APRIL 2012)

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

H.1 SPECIAL DELIVERY REQUIREMENTS

All delivery trucks entering staffed FAA/CBP facilities must be dedicated delivery, contain only equipment for that facility, third party cargo is not allowed on delivery trucks entering FAA/CBP facility secure perimeters.

H.2 FAA FACILITY REGULATIONS

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

H.3 OVERTIME

In addition to AMS 3.6.2-17 (Section I), overtime outside normal operating hours may be necessary to meet urgent program needs/schedules, including emergency callback times. The COR must authorize overtime in writing pursuant to available funding. In the event the contractor deems overtime necessary to meet work requirements; and, **prior to commencing any overtime work**, the contractor shall submit a written request to the COR that identifies in detail the circumstances requiring overtime and how many hours are required. The COR shall approve all requests by the contractor for overtime in advance and in writing provided overtime has been negotiated on the task. Overtime will be paid at the rate specified in Section B of the contract. Employees covered by a Department of Labor Wage Determination will be paid overtime in accordance with the applicable DOL wage determination.

H.4 SAFETY AND HEALTH (JULY 2015)

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, 40 CFR, and 42 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, Occupational Safety and Health Policy states:

"The FAA Mike Monroney Aeronautical Center is fully committed to excellence and leadership in protecting the environment, and the health and safety of our employees and neighbors. It is our

policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. Additionally, 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, safety, and health considerations are integrated into their daily activities and operations. In keeping with this commitment, we will implement, maintain, and continually improve our environmental, safety, and health performance by utilizing a comprehensive Environmental, Occupational Safety and Health Management System which:

- *Ensures compliance with all applicable environmental, occupational safety, and health requirements*
- *Establishes environmental, occupational safety and health metrics*
- *Prevents injury and illness*
- *Minimizes pollution and waste; conserves natural resources and improves energy efficiency*
- *Identifies hazards, assesses risks, and implements controls*

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

(4) The environmental requirements of the MMAC Environmental, Occupational Safety and Health Management System (EOSHMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001: 2004. The health and safety requirements of the MMAC Environmental, Occupational Safety and Health System (EOSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001: 2007. The MMAC EOSHMS requires that all contractors that provide goods and services that can affect MMAC’s environmental, 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 Environmental, Occupational Safety and Health 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, Occupational Safety and Health Management System (EOSHMS) General Awareness Briefing, eLMS course # FAA30050017. This training is available on-line at: <https://ksn2.faa.gov/arc/amc/amppublic/SitePages/Training%20-%20Mandatory%20Training.aspx>.

(iii) Complete and sign the “Certification of Contractor Conformance to the MMAC EOSHMS” included in Section K of this solicitation/contract. Contractor’s signature of this certification certifies that the contractor has verified that all MMAC EOSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EOSHMS. 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 day's 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 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 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JANUARY 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.6 FAA FACILITY REGULATIONS FOR MMAC CONTRACTORS (JULY 2015)**CLA.3402**

Contractor personnel, including employees of subcontractors at any tier, suppliers, etc., working at or visiting the FAA Mike Monroney Aeronautical Center (MMAC) facility, shall abide by all applicable regulations in effect at the MMAC 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 provided below. The full text of these are available at the website shown or can be obtained by contacting your Contracting Officer (CO)/Contracting Officer's Representative (COR).

FAA ORDERS/DIRECTIVES**Contractor & Industrial Security Program****FAA Order 1600.72A**<http://www.faa.gov/documentLibrary/media/Order/ND/1600.72A.pdf>**Accountability Board****FAA Order 1110.125A**<http://www.faa.gov/documentLibrary/media/Order/1110.125A.pdf>**Smoking Restrictions in FAA Controlled or Occupied Space****FAA Order 3900.47**<http://www.faa.gov/documentLibrary/media/Order/3900.47.pdf>**FAA Occupational Safety & Health Program****FAA Order 3900.19B**<http://www.faa.gov/documentLibrary/media/Order/3900.19B.pdf>**Airfield Driver Training for FAA Employees****FAA Order 5200.7A**<http://www.faa.gov/documentLibrary/media/Order/5200.7A.pdf>**Internet Use Policy****FAA Order 1370.79A**[http://www.faa.gov/documentLibrary/media/FAA Order 1370.79A.pdf](http://www.faa.gov/documentLibrary/media/FAA%20Order%201370.79A.pdf)**Electronic Mail****FAA Order 1370.81A**[http://www.faa.gov/documentLibrary/media/FAA Order 1370.81A.pdf](http://www.faa.gov/documentLibrary/media/FAA%20Order%201370.81A.pdf)**H.7 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.8 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.9 PERSONNEL AND SUPERVISION (JULY 2015)

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 Contracting Officer's Representative (COR).

H.10 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.

AMS 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JULY 2013)

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

- (1) Contracts written on paper and contracts in electronic form;
- (2) Pen-and-ink signatures and electronic signatures; and

(3) 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) Certain documents may need to be provided or maintained in original form, such as large scale drawings impractical to convert to electronic format or a document with a raised seal signifying authenticity. This clause does not change or affect any other requirements that a document must be in paper format to satisfy legal requirements such as for certain real estate transactions.

(d) The use of electronic signature technology is authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology: General email correspondence.

AMS 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:

Angela Cole, President and LCI Off-Site Program Manager

AMS 3.13-15 CONFIDENTIALITY OF DATA AND INFORMATION (OCTOBER 2011)

(a) The contractor and any of its subcontractors, in performance of this contract, may need access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict its right to use and disclose data and information or which may be of a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made data and information available to the public; and (2) use for any purpose other than the performance of this contract any data which bears a restrictive marking or legend. For the sole purpose of this clause, "information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or visual form. Data processed in such a way that it can increase the knowledge of the person who receives it. Information is the output, or

finished goods, of information systems.

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

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

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

(e) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers the application of the prohibition of this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the contractor must return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The contractor must further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted from the contractor's (and any subcontractor's) records and destroyed.

(g) These restrictions do not limit the contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

**PART II - SECTION I
CONTRACT CLAUSES**

I.1 REQUIREMENT FOR MINIMUM WAGES (JANUARY 1997)

CLA.1207

Although the Service Contract Act of 1965, as amended, requires that each service employee employed in the performance of this contract be paid not less than the minimum monetary wages specified in the wage determination attached to this contract, the contractor agrees to pay each service employee employed in the performance of this contract no less than the monetary wages mutually agreed to as follows:

CLASSIFICATION

MONETARY WAGES PER HOUR

Bench Stock/Supply Clerk

§ Section B, CLIN 0001

I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JANUARY 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 (JANUARY 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:

Federal Aviation Administration, AMQ-240
P. O. Box 25082
Oklahoma City, OK 73125

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

AMS 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:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

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

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

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

Angela Cole, President
Authorized Representative

Leader Communications, Inc.
Company Name

September 01, 2015
Date

AMS 3.2.1.5-4 Continuity of Services - Mission Critical Contracts (January 2008)

(a) The contractor recognizes that the supplies and/or services under this contract are critical to FAA and must be continued without interruption during times of National Emergency or Incidents of National Significance. Supplies and/or services to be continued without interruption are:

All technical Support tasks as specified in sections 5.1 and 5.2 of the Statement of Work (SOW) are to be continued without interruption.

(b) National Emergencies or Incidents of National Significance include:

- (1) Outbreak of pandemic influenza or infectious disease;
- (2) Terrorist attack; and
- (3) Natural disaster.

(c) Because the supplies and/or services under this SIR or contract are deemed critical by FAA, the contractor must make every reasonable effort to deliver these supplies and/or services per the contract requirements during times of National Emergency or Incidents of National Significance; however, the presence of this clause does not affect or diminish the Contractor's rights under Default or Termination clauses incorporated into this SIR or contract.

(d) Within 30 days after award, the contractor must submit a Continuity of Contract Performance Plan to the Contracting Officer (CO) for review and acceptance. This plan describes the processes and tools that the contractor will commit to ensure supplies and/or services are delivered as required during times of National Emergency or Incidents of National Significance. This plan must include the following sections:

- (1) Plans and Procedures: Detail the plans and procedures in place that will provide for continued contract performance for supplies and/or services during times of National Emergencies or Incidents of National Significance;
- (2) Essential Functions: Record functions that are essential to the continuation of mission critical contract performance;
- (3) Delegations of Authority, Planned Order of Succession, and Cross-Training: Procedures in place to ensure personnel are available to make key decisions and perform critical services when primary personnel are unavailable;
- (4) Alternate Operating Facilities: When the primary facility is unavailable, detail plans to make available other facilities unaffected by the National Emergency or Incident of National Significance. If contract performance allows, this may include alternatives such as telecommute;
- (5) Interoperable and Effective Communications: Identify alternate communication systems if primary systems are unavailable;
- (6) Critical Records or Data: Identify plans in place to ensure critical records and data are still available to ensure the integrity of contract performance;
- (7) Protection of Human Capital: Identify comprehensive plans to protect the overall health and welfare of the workforce in times of National Emergency or Incidents of National Significance;
- (8) Testing and Training of the Plan: Detail comprehensive testing and training of the plan to improve the execution of contract performance in times of National Emergency or Incidents of National Significance;

(9) Devolution of Control and Direction: Identify plans and the ability to transfer authority and responsibility of essential functions from the primary location to other sites and employees; and

(10) Reconstitution and Resuming Normal Operations: Identify procedures and processes to expedite the return of contract performance and operations to their normal state.

(e) The Continuity of Contract Performance Plan must be made available by the contractor to all authorized contractor personnel with a "need-to-know" for review and use during the term of the contract.

(f) The Continuity of Contract Performance Plan must be updated as needed.

AMS 3.2.2.3-37 NOTIFICATION OF OWNERSHIP CHANGES (JULY 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer (CO) access to the records on request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and

(4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that requires cost and price data.

AMS 3.2.2.3-39 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR OTHER INFORMATION -MODIFICATIONS (JULY 2010)

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

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For 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.

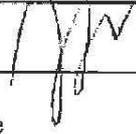
(e) You must submit under paragraph (a):

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-15-R-07029** are accurate, complete, and current as of: ****Date: 09/01/2015**. 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 Leader Communications Incorporated

Signature 

Name Angela Cole

Title President

Date of execution [*** 09/01/2015]

*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)

AMS 3.2.4-34 OPTION TO EXTEND SERVICES (OCTOBER 2014)

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.

AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1 year and 6 months.

AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL (APRIL 1996)

Funds are not presently available for performance under this contract beyond the incrementally funded amount. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the amount(s) funded on task order, 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.

AMS 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 CCR 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.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

AMS 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.

AMS 3.6.2-17 PAYMENT FOR OVERTIME PREMIUMS (APRIL 1996)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the not to exceed amount as specified in the schedule (Section B) of the contract or the overtime premium is paid for work--

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

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

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

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

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

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

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

performance schedule;

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

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

AMS 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

Employee class Monetary Wage-Fringe Benefits

Supply Technician, FV-2005-E, \$22.64/Hr.

AMS 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.

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

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

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

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

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

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

(b)

(1) In the case of a proposed subcontract that

(i) is of the cost-reimbursement, time-and-materials, or labor-hour type and is estimated to exceed \$25,000, including any fee,

(ii) is proposed to exceed \$100,000, or (iii) is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the

aggregate, are expected to exceed \$100,000, the advance notification required by paragraph (a) above shall include the information specified in subparagraph (2) below.

(2)

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

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

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

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

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

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

(d) If the Contractor has an approved purchasing system and the subcontract is within the scope of such approval, the Contractor may enter into the subcontracts described in

subparagraphs (a)(1) and (a)(2) of this clause without the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:
Subcontracts calling for support that mirrors those provided by the prime contractor in accordance with the contract SOW. These subcontracting agreements outside of existing and currently established teaming arrangements will be approved only on rare occasions.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:

- (1) of the acceptability of any subcontract terms or conditions,
- (2) of the allowability of any cost under this contract, or
- (3) to relieve the Contractor of any responsibility for performing this contract.

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

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

(i)

(1)Reserved.

(2) Additionally, the Contractor shall include in each cost- reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract.

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

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

AMS 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (OCT 2012)

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

- (1) Facilities;
- (2) Sensitive information; and/or
- (3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and 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) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE). In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

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. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. 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 contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

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

Regional and Center Contracts:

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

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

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

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

(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) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

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

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including

additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters 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 Contracting Officer 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 this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

(o) 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. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

AMS 3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE (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 \$200.00 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 Security and Investigations Division, AMC-751, and the Office of Facility Management, AMP-300. 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 Mike Monroney Aeronautical Center (MMAC) 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 contacting Security and Investigations Division, AMC- 751 in the Security Command Center.

(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://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

- 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)**
- 3.1.7-5 DISCLOSURE OF CONFLICTS OF INTEREST (MARCH 2009)**
- 3.2.2.3-25 REDUCING THE PRICE OF A CONTRACT OR MODIFICATION FOR DEFECTIVE COST OR PRICING DATA (OCTOBER 2011)**
- 3.2.2.3-30 TERMINATION OF DEFINED BENEFIT PENSION PLANS (JULY 2004)**
- 3.2.2.3-33 ORDER OF PRECEDENCE (MARCH 2009)**
- 3.2.2.3-36 REVERSING OR ADJUSTING OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (JULY 2004)**
- 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (April 2011)**
- 3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENT (APRIL 2008)**
- 3.2.4-5 ALLOWABLE COST AND PAYMENT (OCTOBER 2012)**
- 3.2.4-24 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (MAY 2001)**
- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)**
- 3.2.5-3 GRATUITIES OR GIFTS (JANUARY 1999)**
- 3.2.5-4 CONTINGENT FEES (OCTOBER 1996)**
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 2010)**
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)**
- 3.3.1-5 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (MAY 2001)**
- 3.3.1-5 ALTERNATE II PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (OCTOBER 1996)**
- 3.3.1-7 LIMITATION ON WITHHOLDING OF PAYMENTS (MAY 1997)**
- 3.3.1-14 LIMITATION OF FUNDS (APRIL 1996)**
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)**
- 3.3.1-17 PROMPT PAYMENT (APR 2012)**

- 3.3.1-20 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (OCTOBER 2012)
- 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (AUGUST 2012)
- 3.3.1-39 FUNDING - TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (JANUARY 2015)
- 3.3.2-1 FAA COST PRINCIPLES (OCTOBER 1996)
- 3.4.1-12 INSURANCE (JULY 1996)
- 3.5-1 AUTHORIZATION AND CONSENT (JANUARY 2009)
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)
- 3.5-13 RIGHTS IN DATA-GENERAL (JAN 2009)
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (SEPTEMBER 2001)
- 3.6.1-12 NOTICE OF SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SET-ASIDE (OCTOBER 2011)
- 3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (APRIL 2011)
- 3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JANUARY 2012)
- 3.6.2-2 CONVICT LABOR (APRIL 1996)
- 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)
- 3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (January 2011)
- 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (APRIL 2000)
- 3.6.2-14 EMPLOYMENT REPORTS VETERANS (JANUARY 2011)
- 3.6.2-28 SERVICE CONTRACT ACT OF 1965, AS AMENDED (OCTOBER 2014)
- 3.6.2-31 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (APRIL 1996)
- 3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998)
- 3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)
- 3.6.2-44 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JANUARY 2012)
- 3.6.3-16 DRUG FREE WORKPLACE (MARCH 2009)
- 3.6.3-23 DELIVERY OF ELECTRONIC AND PAPER DOCUMENTS (OCTOBER 2014)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2010)
- 3.8.2-9 SITE VISIT (APRIL 1996)
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)
- 3.8.2-11 CONTINUITY OF SERVICES (OCTOBER 2008)
- 3.9.1-1 CONTRACT DISPUTES (OCTOBER 2011)
- 3.9.1-2 PROTEST AFTER AWARD (August 1997)
- 3.10.1-1 NOTICE OF INTENT TO DISALLOW COSTS (APRIL 1996)
- 3.10.1-3 PENALTIES FOR UNALLOWABLE COSTS (OCTOBER 1996)
- 3.10.1-7 BANKRUPTCY (APRIL 1996)
- 3.10.1-13 ALTERNATE I CHANGES - COST-REIMBURSEMENT (APRIL 1996)
- 3.10.1-14 CHANGES - TIME AND MATERIALS OR LABOR HOURS (APRIL 1996)
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007)
- 3.10.1-26 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (APRIL 2013)
- 3.10.2-3 SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (APRIL 1996)
- 3.10.3-1 DEFINITIONS (APRIL 2012)
- 3.10.3-2 ALTERNATE II GOVERNMENT PROPERTY - BASIC CLAUSE (APRIL 2004)
- 3.10.6-3 TERMINATION (COST-REIMBURSEMENT) (OCTOBER 2011)
- 3.10.6-3 ALTERNATE IV TERMINATION (COST-REIMBURSEMENT) (OCTOBER 1996)
- 3.10.6-3 ALTERNATE V TERMINATION (COST-REIMBURSEMENT) (OCTOBER 1996)
- 3.10.6-7 EXCUSABLE DELAYS (OCTOBER 1996)
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (OCTOBER 2001)
- 3.13-10 CONTRACTOR ATTENDANCE AT FAA SPONSORED TRAINING (JANUARY 2003)
- 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 (OCTOBER 2012)**
- 3.14-5** **SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JULY 2013)**

End of Section I

PART III - SECTION J
LIST OF ATTACHMENTS

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1	Statement of Work	Sep 8, 2015 (R)	13
2	Contract Data Requirements List (CDRL)/ Data Item Description (DID)		
	A001/M001 – Monthly Schedule Report		5
	A002/M002 – Program Management & Staffing Plan		3
	A003/M003 – Monthly Funds & Man-Hrs Report		7
	A004/M004 – Monthly Status Report		6
3	SCA Wage Determinations	July 14, 2015	10