

NEGOTIATED DIRECT HOURLY LABOR RATES							
OKC & Other Non-lifted Rates		OPM Base Factor:		11.72%		Uplift: 0.00%	
		OPM Locality Factor:		11.72%			
LABOR CATEGORY		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Information Technology Technical Specialist, Level II		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Information Technology Technical Specialist, Level I		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Information Technology Training Specialist		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Project Manager.		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Help Desk and Office Automation							
Help Desk Specialist, III		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Help Desk Specialist, II		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Help Desk Specialist, I		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Office Automation Specialist, Level IV		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Office Automation Specialist, Level III		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Office Automation Specialist, Level II		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Office Automation Specialist, Level I		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Functional Analyst							
Functional Analyst, Level IV		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Functional Analyst, Level III		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Functional Analyst, Level II		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Functional Analyst, Level I		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Information Engineer							
Information Engineer, Level IV		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Information Engineer, Level III		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Information Engineer, Level II		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Information Engineer, Level I		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Computer Operator							
Computer Operator, Level IV		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Computer Operator, Level III		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Computer Operator, Level II		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Computer Operator, Level I		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
Technical Support							
Technical Typist		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	

NEGOTIATED DIRECT HOURLY LABOR RATES						
OKC & Other Non-lifted Rates	OPM Base Factor:	11.72%	Uplift:		0.00%	
	OPM Locality Factor:	11.72%				
LABOR CATEGORY		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Technical Writer, Level II		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Technical Writer, Level I		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Video Production Assistant		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Telecommunications						
Telecommunications Specialist, Level VI		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Telecommunications Specialist, Level V		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Telecommunications Specialist, Level IV		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Telecommunications Specialist, Level III		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Telecommunications Specialist, Level II		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Telecommunications Specialist, Level I		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

CONTRACT DATA REQUIREMENTS LIST (CDRL)

		TDP <input type="checkbox"/>	TM <input type="checkbox"/>	Other <input type="checkbox"/>
D. System/Item IT Support Services		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION

A001	GFP Annual Report	
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4. Authority	5. Contact Reference IAW G.4/CLA.4528	6. Requiring Office AMQ-240
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7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required	10. Frequency Annual	11. As of Date (AOD) Date of assuming full performance
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12. Date of First Submission See Block 14	13. Date of Subsequent Submission See Block 14	15. Distribution
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14. REMARKS: Block 12 – After assuming full performance, report is due on February 1, 2006 . Block 13 – Subsequent reports are due on February 1st of each subsequent year.	a. Addressee	c. Final Copies	
		Hard Copy	Elec Copy
	AMQ-240	1	1
16. Total		1	1

G. Prepared By: Cheryl Edmondson	H. Date: 5/5/04	I. Approved By: Jacqueline M. Seaman Mod 0002 Approved By: Sandra Storie 12/2/05	J. Date: 5/5/04
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CONTRACT DATA REQUIREMENTS LIST (CDRL)

TDP TM Other

D. System/Item
IT Support Services

E. Contract/PR No.
DTFAAC-05-D-00016

F. Contractor
TITAN CORPORATION

A002

Direct Hourly Labor Rate Report

4. Authority

5. Contact Reference
IAW H.6/Cla.0125

6. Requiring Office
AMQ-240

7. DD 250 Req'd
No

8. APP Code

9. Distribution Statement Required

10. Frequency
Quarterly

11. As of Date (AOD)
Date of assuming full performance

12. Date of First Submission
See Block 14

13. Date of Subsequent Submission
See Block 14

15. Distribution

14. REMARKS:

Block 12 – *After assuming full performance, report is due on the 15th of the month following the first contract quarterly period.*

Block 13 – *Subsequent reports are due on the 15th of the following months:*

- September 15th*
- December 15th*
- March 15th*
- June 15th*

a. Addressee	c. Final Copies	
	Hard Copy	Elec Copy
AMQ-240	1	1
16. Total		
	1	1

G. Prepared By: Cheryl Edmondson

H. Date:
5/5/04

I. Approved By: Jacqueline M. Seaman
Mod 0002 Approved By: Sandra Storie 12/2/05

J. Date:
5/5/04

CONTRACT DATA REQUIREMENTS LIST (CDRL)

		TDP <input type="checkbox"/>	TM <input type="checkbox"/>	Other <input type="checkbox"/>
D. System/Item IT Support Services	E. Contract/PR No. DTFAAC-05-D-00016	F. Contractor TITAN CORPORATION		

A003	Contract Employee Listing			
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4. Authority	5. Contact Reference IAW H.22/Cla.4554(g)	6. Requiring Office AMQ-240/AMI-100/AMC-700		
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7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required	10. Frequency Semi-Annually	11. As of Date (AOD) Date of assuming full performance
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12. Date of First Submission See Block 14	13. Date of Subsequent Submission See Block 14	15. Distribution		
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14. REMARKS: Block 12 – <i>After assuming full performance, report is due on the 15th of the month following the first semi-annual contract period.</i> Block 13 – <i>Subsequent reports are due on the 15th of the following months:</i> <i>March 15th</i> <i>September 15th</i>	a. Addressee	c. Final Copies	
		Hard Copy	Elec Copy
	AMQ-240		1
	AMI-100		1
	AMC-700		1
16. Total			3

G. Prepared By: Cheryl Edmondson	H. Date: 5/5/04	I. Approved By: Jacqueline M. Seaman Mod 0002 Approved By: Sandra Storie 12/2/05	J. Date: 5/5/04
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CONTRACT DATA REQUIREMENTS LIST (CDRL)

		TDP <input type="checkbox"/>		TM <input type="checkbox"/>		Other <input type="checkbox"/>	
D. System/Item IT Support Services		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION			
A004		Employee Changes					
4. Authority		5. Contact Reference IAW H.22/CLA.4554(g)(1)		6. Requiring Office AMC-700			
7. DD 250 Req'd No	8. APP Code		9. Distribution Statement Required		10. Frequency Monthly		11. As of Date (AOD) Date of assuming full performance
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution			
14. REMARKS: Block 12 – <i>After assuming full performance, report is due on the 15th day following the monthly reporting period.</i> Block 13 – <i>Subsequent reports are due on the 15th day following the monthly reporting period.</i>				a. Addressee		c. Final Copies	
				AMC-700		Hard Copy	Elec Copy
							1
				16. Total			2
G. Prepared By: Cheryl Edmondson		H. Date: 5/5/04		I. Approved By: Jacqueline M. Seaman Mod 0002 Approved By: Sandra Storie 12/2/05		J. Date: 5/5/04	

CONTRACT DATA REQUIREMENTS LIST (CDRL)

		TDP <input type="checkbox"/>		TM <input type="checkbox"/>		Other <input type="checkbox"/>	
D. System/Item IT Support Services		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION			
A006		Training Report					
4. Authority		5. Contact Reference PWS 1.2.1.6		6. Requiring Office AMI-100			
7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required		10. Frequency Monthly		11. As of Date (AOD) Date of assuming full performance	
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution			
14. REMARKS: Block 12 – <i>After assuming full performance, report is due on the 15th of the month following the monthly reporting period.</i> Block 13 – <i>Subsequent reports are due on the 15th day of each month following each monthly reporting period.</i> Format to include the following: Identification Section Report Title Contract Number Reporting Period Training Information Section Organization Task Number Contract Employee Name Course Name Purpose of Training Summary of Training by Organization Section Organization No. of Employees No. of Courses Total Summary of Training Year to Date Section Month No. of Employees No. of Courses Total				a. Addressee		c. Final Copies	
						Hard Copy	
				AMI-100			
				Multiple COTRs			
						1	
				16. Total			
						1	
G. Prepared By: Phyllis Townsley		H. Date: 5/5/04		I. Approved By: Evelyn K. Bachman Mod 0002 Approved By: Sandra Storie 12/2/05		J. Date: 5/5/04	

CONTRACT DATA REQUIREMENTS LIST (CDRL)

		TDP <input type="checkbox"/>		TM <input type="checkbox"/>		Other <input type="checkbox"/>	
D. System/Item IT Support Services		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION			
A007		Premium Hour Report					
4. Authority		5. Contact Reference PWS 1.2.4(d)		6. Requiring Office Various			
7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required		10. Frequency Monthly	11. As of Date (AOD) Date of assuming full performance		
12. Date of First Submission	See Block 14	13. Date of Subsequent Submission	See Block 14	15. Distribution			
14. REMARKS: Block 12 – <i>After assuming full performance, report is due on the 15th day following the monthly reporting period.</i> Block 13 – <i>Subsequent reports are due on the 15th day of each month following each monthly reporting period.</i> Format to include the following: Identification Section Task Number Reporting Period COTR Name Task Leader Name Premium Hour Section Contract Employee Name Skill Level Total Premium Hours Authorized Total Premium Hours Used (Year to Date) Total Premium Hours Remaining Premium Hours Requested this Month Reason and Project/System Summary of Premium Hours Used by Month				a. Addressee		c. Final Copies	
				Multiple COTRs		Hard Copy	
						1	
				16. Total		Multiple	
G. Prepared By: Phyllis Townsley		H. Date: 5/5/04		I. Approved By: Evelyn K. Bachman Mod 0002 Approved By: Sandra Storie 12/2/05		J. Date: 5/5/04	

CONTRACT DATA REQUIREMENTS LIST (CDRL)

		TDP <input type="checkbox"/>		TM <input type="checkbox"/>		Other <input type="checkbox"/>	
D. System/Item IT Support Services		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION			
A008		Contract Funds Status Report		CFSR			
4. Authority		5. Contact Reference PWS 1.2.14		6. Requiring Office AMQ-240			
7. DD 250 Req'd No	8. APP Code		9. Distribution Statement Required		10. Frequency Monthly		11. As of Date (AOD) Date of assuming full performance
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution			
14. REMARKS: Block 12 – <i>After assuming full performance, report is due on the 15th of the month following the monthly reporting period.</i> Block 13 – <i>Subsequent reports are due on the 15th of each month.</i> Format to include the following for each task: a. Contract obligated amount (broken out by modifications) b. Total amount invoiced (break out cost of each effort) c. Funds remaining d. Open commitments (to be invoiced) e. % spent of obligated amount f. Forecast expenditures g. Forecast overage/shortage Contract format acceptable. Initial submittal requires Government approval to ensure format provides complete data.				a. Addressee	c. Final Copies		
				AMQ-240	Hard Copy	Elec Copy	1
				16. Total	1	1	
G. Prepared By: Cheryl Edmondson		H. Date: 5/5/04	I. Approved By: Jacqueline M. Seaman Mod 0002 Approved By: Sandra Storie 12/2/05		J. Date: 5/5/04		

CONTRACT DATA REQUIREMENTS LIST (CDRL)

		TDP <input type="checkbox"/>		TM <input type="checkbox"/>		Other <input type="checkbox"/>	
D. System/Item IT Support Services		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION			
A009		Project Tracking Executive Summary					
4. Authority		5. Contact Reference PWS 5.1.2		6. Requiring Office Various			
7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required		10. Frequency Monthly	11. As of Date (AOD) Date of assuming full performance		
12. Date of First Submission See Block 14	13. Date of Subsequent Submission See Block 14		15. Distribution				
14. REMARKS: Block 12 – <i>After assuming full performance, report is due on the 15th day following the monthly reporting period.</i> Block 13 – <i>Subsequent reports are due on the 15th day of each month following each monthly reporting period.</i> Format to include the following: Project Information Section Project Name Project Leader Phone Review Period Starting Review Period Ending Project Status Section Schedule Resource Utilization Budget Training Risks Issues and Corrective Actions Section				a. Addressee		c. Final Copies	
				Multiple COTRs		Hard Copy	Elec Copy
				16. Total		Multiple	
G. Prepared By: Cheryl Edmondson		H. Date: 5/5/04		I. Approved By: Evelyn K. Bachman Mod 0002 Approved By: Sandra Storie 12/2/05		J. Date: 5/5/04	

SKILL CATEGORY DESIGNATION (EXEMPT/NONEXEMPT)
SIR/RFO No. DTFAAC-04-R-00650

NOTICE: This document corresponds to AMS Clause 3.6.2-28, Service Contract Act of 1965, as Amended (April 1996), and to AMS Clause 3.6.2-30, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option contracts) (April 1996), and to the U.S. Department of Labor Wage Determination No. 94-2432, Revision No. 17. It must be completed by each offeror and returned as part of volume III, Cost/Price Information, L.3(f).

This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.). Every service employee performing work under a service contract in excess of \$2,500 must be paid not less than the minimum prevailing wage rate and fringe benefits unless a specific exemption applies. The contractor must identify exempt/nonexempt skill categories below. Every nonexempt skill category should indicate the corresponding Department of Labor Occupation Title and Code.

<u>Discipline (Skill)</u>	<u>Department of Labor Occupation Title and Code</u>	<u>Exempt/Nonexempt</u>
Programmer and System Analyst		
Programmer, Level III		Exempt
Programmer, Level II		Exempt
Programmer, Level I		Exempt
System Analyst/Programmer, Level V		Exempt
System Analyst/Programmer, Level IV		Exempt
System Analyst/Programmer, Level III		Exempt
System Analyst/Programmer, Level II		Exempt
System Analyst/Programmer, Level I		Exempt
Web Support		
Web Developer, Level III		Exempt
Web Developer, Level II		Exempt
Web Developer, Level I		Exempt
Web Technical Administrator		Exempt
Data Base and System Administrator		
Data Base Administrator, Level III		Exempt
Data Base Administrator, Level II		Exempt
Data Base Administrator, Level I		Exempt
System Administrator, Level IV		Exempt
System Administrator, Level III		Exempt
System Administrator, Level II		Exempt
System Administrator, Level I		Exempt
Information Technology (IT) Specialists		
IT Security Specialist, Level III		Exempt
IT Security Specialist, Level II		Exempt
IT Security Specialist, Level I		Exempt
IT Technical Specialist, Level III		Exempt
IT Technical Specialist, Level II		Exempt
IT Technical Specialist, Level I		Exempt
IT Training Specialist		Exempt
Project Manager		Exempt

<u>Discipline (Skill)</u>	<u>Department of Labor Occupation Title and Code</u>	<u>Exempt/Nonexempt</u>
Help Desk and Office Automation		
Help Desk Specialist, III		Exempt
Help Desk Specialist, II	03042 - Computer Operator II	Non-Exempt
Help Desk Specialist, I	03041 - Computer Operator I	Non-Exempt
Office Automation Specialist, Level IV		Exempt
Office Automation Specialist, Level III		Exempt
Office Automation Specialist, Level II		Exempt
Office Automation Specialist, Level I		Exempt
Functional Analyst		
Functional Analyst, Level IV		Exempt
Functional Analyst, Level III		Exempt
Functional Analyst, Level II		Exempt
Functional Analyst, Level I		Exempt
Information Engineer		
Information Engineer, Level IV		Exempt
Information Engineer, Level III		Exempt
Information Engineer, Level II		Exempt
Information Engineer, Level I		Exempt
Computer Operator		
Computer Operator, Level IV		Exempt
Computer Operator, Level III		Exempt
Computer Operator, Level II	03042 - Computer Operator II	Non-Exempt
Computer Operator, Level I	03041 - Computer Operator I	Non-Exempt
Technical Support		
Technical Typist	01612 - Word Processor II	Non-Exempt
Technical Writer, Level II		Exempt
Technical Writer, Level I		Exempt
Video Production Assistant		Exempt
Telecommunications		
Telecommunications Specialist, Level VI		Exempt
Telecommunications Specialist, Level V		Exempt
Telecommunications Specialist, Level IV		Exempt
Telecommunications Specialist, Level III		Exempt
Telecommunications Specialist, Level II	03042 - Computer Operator II	Non-Exempt
Telecommunications Specialist, Level I	03041 - Computer Operator I	Non-Exempt

LOCALITY PAY PERCENTAGES FOR 2005			
Locality Pay Area	Locality Pay Percentage	OKC Rate	Locality Adjustment Factor
Atlanta	13.87%	11.72%	2.15%
Boston	18.49%	11.72%	6.77%
Chicago	19.70%	11.72%	7.98%
Cincinnati	16.04%	11.72%	4.32%
Cleveland	14.24%	11.72%	2.52%
Columbus	13.98%	11.72%	2.26%
Dallas	15.07%	11.72%	3.35%
Dayton	12.86%	11.72%	1.14%
Denver	18.06%	11.72%	6.34%
Detroit	19.67%	11.72%	7.95%
Hartford	19.52%	11.72%	7.80%
Houston	24.77%	11.72%	13.05%
Huntsville	12.42%	11.72%	0.70%
Indianapolis	12.01%	11.72%	0.29%
Kansas City	12.36%	11.72%	0.64%
Los Angeles	21.65%	11.72%	9.93%
Miami	16.77%	11.72%	5.05%
Milwaukee	13.62%	11.72%	1.90%
Minneapolis	15.99%	11.72%	4.27%
New York	20.99%	11.72%	9.27%
Orlando	11.75%	11.72%	0.03%
Philadelphia	16.67%	11.72%	4.95%
Pittsburgh	12.86%	11.72%	1.14%
Portland	15.93%	11.72%	4.21%
Richmond	13.15%	11.72%	1.43%
Sacramento	16.51%	11.72%	4.79%
St. Louis	12.09%	11.72%	0.37%
San Diego	17.68%	11.72%	5.96%
San Fransisco	26.39%	11.72%	14.67%
Seattle	16.53%	11.72%	4.81%
Washington	15.98%	11.72%	4.26%
Alaska	25.00%	11.72%	13.28%
Rest of U.S.	11.72%	11.72%	0.00%
Data source: 2005 Locality Pay Percentages			
http://employees.faa.gov/jobs_pay/pay/media/2005_localitypay.pdf			
http://www.opm.gov/oca/fsc and http://fehbo.opm.gov/oca/cola/index.asp			
See the OPM website above for definitions of locality areas			

**LOCALITY ADJUSTMENT EXAMPLE FOR WORK
PERFORMED OUTSIDE THE OKLAHOMA CITY, OK AREA**

The Oklahoma City, OK locality rate will be the base rate and will be adjusted by the difference between the Office of Personnel Management (OPM) locality factor for the Oklahoma City, OK area and the locality area where the skill category and level are established. (See Attachment 10)

The locality adjustment factor for Alaska will be established by the difference between the OPM locality factor for the Oklahoma City, OK area and the OPM Cost of Living Allowances (COLA) rate for Alaska. (See Attachment 10)

This adjustment factor will be applicable to Exempt (Non-Service Contract Act (SCA) skill categories. The SCA skill categories shall be paid the higher rate of either the U.S. Department of Labor Wage Determination for that locality or the Oklahoma City, OK area Negotiated Direct Labor Rates adjusted by the Locality Adjustment Factor.

**LOCALITY ADJUSTMENT EXAMPLE
NEGOTIATED HOURLY COMPOSITE RATE:**

Washington, DC locality rate
Oklahoma City, OK locality rate
Locality Adjustment Factor (Difference)

[REDACTED]

Contract Negotiated Rate for OKC
Programmer, Level III
Apply Locality Adjustment Factor
Adjusted Bill Rate for Washington, DC Area

[REDACTED]

**LOCALITY ADJUSTMENT EXAMPLE
NEGOTIATED DIRECT LABOR RATES:**

Washington, DC locality rate
Oklahoma City, OK locality rate
Locality Adjustment Factor (Difference)

[REDACTED]

Contract Negotiated Direct Labor Rate for OKC
Programmer, Level III
Apply Locality Adjustment Factor
Adjusted Negotiated Direct Labor Rate
For Washington, DC Area

[REDACTED]

3.3.1-33 Central Contractor Registration (October 2005)

(a) Definitions. As used in this clause—

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

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

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

"Registered in the CCR database" means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active."

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

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the

Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

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

(A) change the name in the CCR database;

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

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

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

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

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

(End of clause)

3.3.1-34 Payment by Electronic Funds Transfer—Central Contractor Registration (October 2005)

(a) Method of payment.

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

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

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

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

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

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

(e) Liability for uncompleted or erroneous transfers.

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

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

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

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

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor,

or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(End of clause)

3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 1997)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror shall submit its DUNS number, annotated as "DUNS" following its name and address on the cover sheet of its proposal.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbis.customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

(End of provision)