PART I - SECTION B
SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 ESTIMATED REQUIREMENTS

The contractor shall be required to provide system engineering analysis and support to the Navigation Services GNSS Group in accordance with (IAW) Section C – Statement of Work and Section F – Deliveries or Performance of this Contract.

B.2 TOTAL ESTIMATED CONTRACT VALUE AND CEILING

The Contractor shall provide all the necessary qualified personnel, facilities, equipment, material, supplies, and services necessary to perform the effort set forth in Section C, Statement of Work.

This Contract is a Cost Plus Fixed Fee – Term type contract. The Contractor shall abide by the contractual limitations imposed by the clauses addressing Limitation of Funds and Limitation of Cost.

The ceiling amount for this contract is $9,263,876.10.

a) Base Period (2 years upon contract award)

CLIN #	SUPPLY/SERVICE	QTY	TOTAL UNIT	ESTIMATED COST
0001	WAAS Support			
0002	Interference Mitigation Support			
0003	GNSS Support			
0004	LAAS Support (Optional)			
0005	Field Anomaly Investigation			
0006	HMI Analysis Life Cycle Support			

TOTAL ESTIMATED COST	$
FIXED FEE	$
TOTAL ESTIMATED COST PLUS FIXED FEE	$_____

b) Option Year 1 – (2 years after contract award)

CLIN #	SUPPLY/SERIVE	QTY	UNIT	TOTAL ESTIMATED COST
0001	WAAS Support			
0002	Interference Mitigation Support			
0003	GNSS Support			
0004	LAAS Support (Optional)			
0005	Field Anomaly Investigation			
0006	HMI Analysis Life Cycle Support			

TOTAL ESTIMATED COST	$
FIXED FEE	$
TOTAL ESTIMATED COST PLUS FIXED FEE	$_____

PART I - SECTION C
SCOPE OF WORK

C.1 Scope

C.1.1 Background

The Wide Area Augmentation System (WAAS) is a safety-critical system that provides accurate navigation for aviation, providing precise navigation and landing guidance to equipped aircraft in any weather. The WAAS augments the United States Government (USG) Global Positioning System (GPS) Standard Positioning Service (SPS) and the primary mission of the WAAS is to provide a means for air navigation for all phases of flight in the National Airspace System (NAS) from departure through en route and approach. The WAAS augments GPS with the following three services: a ranging function, which improves availability and reliability; differential GPS corrections, which improve accuracy; and integrity monitoring, which improves safety.

WAAS provides a signal-in-space to WAAS Users to support all phases of flight with coverage of the entire NAS, overcoming limitations to ground-based systems presented by geography such as mountainous terrain. WAAS provides safety and capacity improvements in the national airspace and reduces FAA operations costs by enabling the removal of some of the legacy ground-based navigation infrastructure. WAAS uses a network of precisely located ground reference stations in the U.S., Canada, and Mexico to monitor GPS satellite signals. This information is processed and sent to user receivers via leased navigation transponders on geostationary satellites. The WAAS-provided messages improve the accuracy, availability, and integrity of GPS-derived position information to address the following performance gaps: lack of precise navigation capabilities that can handle continued air traffic growth; lack of widely available vertical guidance in all weather conditions; aging navigation systems that are expensive to maintain.

WAAS was commissioned into the National Airspace System in July 2003. Subsequent to commissioning, WAAS has undergone a series of planned performance upgrades, culminating in the completion of the Full [Localizer Performance with Vertical Guidance (LPV)] Performance (FLP) segment in September 2008.

The WAAS ground segment is comprised of 3 WAAS Master Stations (WMS), 38 Wide-area Reference Stations (WRS), 4 Ground Earth Stations (GESs) and two Operations and Maintenance (O&M) facilities. Each ground-based station/subsystem in the WAAS communicates via a Terrestrial Communication Network (TCN). WRS sites are geographically distributed throughout the Conterminous United States (CONUS), Alaska, Hawaii, Puerto Rico, Mexico and Canada. All WAAS sites are redundantly connected via the WAAS terrestrial links for connectivity to the WMSs. WAAS hardware and software was developed and integrated using rigorous safety assurance techniques to ensure that WAAS performance and safety requirements are met. The WAAS is operated and maintained with safety critical software life cycle certification activities and considerations. All WAAS software is developed, deployed and maintained to assigned software assurance levels based on safety criticality under the guidance

of RTCA DO-178B. All WAAS software is developed and assured to Level D at a minimum. WAAS integrity assurance and WAAS message generation functions are developed and assured to Level B.

The Geostationary Communication and Control Segment (GCCS) disseminates WAAS navigation messages, via GPS-like signals, to users within the NAS. Each GCCS is comprised of a set of two GUS-Type 1s (GUSTs) and a geostationary satellite. Each redundant pair of GUSTs is dedicated to a geostationary earth orbit (GEO) and each GUST is located at a different Ground Earth Station (GES). The GES is the facility infrastructure that supplies power, environmental control, communications, and monitoring of the GUST systems. The two GUSTs are operationally independent of each other and geographically separated in order to mitigate simultaneous loss due to natural disasters. Each GUST consists of two subsystems, the Signal Generator Subsystem-Type 1 (SGST) and the Radio Frequency Uplink (RFU) Subsystem. The SGST receives WAAS messages from the WMS and combines the WAAS message with the correct GPS L1 and L5 modulations and Pseudorandom Noise (PRN) Gold Codes to create the WAAS L1 and L5 uplink signals at an intermediate frequency (IF). The RFU receives the IF L1 and L5 signals from the SGS, converts them to the C-band uplink frequencies, amplifies, and transmits the signals to the Geostationary Satellite Payload (GSP) for conversion and broadcast at L1 and L5 for WAAS Users. The RFU also receives the broadcast L1 and L5 WAAS signals from the GSP, amplifies the signals and provides the resulting L1 and L5 signals to the SGS. The SGS extracts pseudorange data from these signals and adjusts the code/carrier phase relationship of the L1 and L5 signals to compensate for errors induced in the generation and broadcast of the signals The FAA currently leases services for 2 GEO navigation transponders.

The FAA is responsible for the maintenance of all fielded equipment. Technicians from the respective international sites will provide on-site maintenance for international fielded WRSs via agreements with Mexico and Canada. The SGST is owned and maintained by FAA. The FAA provides the SGST equipment to the Contractor as Government Furnished Equipment (GFE). The GCCS Contractor provides the local maintenance of the SGST. The GCCS Contractor is responsible for all maintenance of the radio frequency (RF) transmission and reception equipment and the navigation transponder broadcast services.

The Local Area Augmentation System (LAAS) is a ground-based augmentation to GPS that focuses its service on the airport area (approximately a 20-30 mile radius) for precision approach, departure procedures and terminal area operations. It broadcasts its correction message via a very high frequency (VHF) radio data link from a ground-based transmitter. LAAS will yield the extremely high accuracy, availability, and integrity necessary for Category I, II, and III precision approaches, and will provide the ability for flexible, curved approach paths. LAAS demonstrated accuracy is less than 1 meter in both the horizontal and vertical axis.

The FAA identified LAAS as an "enabler" for the Next Generation Air Transportation System (NextGen). The FAA plans to replace legacy navigation systems with satellite based navigation technology. The strategy to achieve this capability is to initially build a single frequency LAAS to provide Category-I service and improve this architecture to provide Category-II/III service.

C.1.2 WAAS Operational Phases

Realization of WAAS operational capabilities has been planned using an evolutionary paradigm with four increments or Phases: Initial Operating Capability (IOC), Full LPV Performance (FLP), Phase III - Full LPV-200 Performance, and Phase IV - Dual Frequency Operations. Each Phase of the Program provides an additional level of operational capability that builds on the performance of the previous phase. These additional capabilities satisfy increasing user demand and FAA's goal of increased safety, capacity and international leadership.

IOC, accomplished in fiscal year (FY) 2003, provided high availability en route through non-precision approach (Lateral Navigation (LNAV)) service over the Conterminous United States (CONUS) as well as limited LPV approach service. The FLP Phase will be completed in FY 2008 and will provide full LPV service with a limited LPV-200 approach service availability and coverage within the CONUS. FLP extends LPV approach service to Alaska and parts of Canada and Mexico. Additionally, the WAAS architecture at FLP includes two leased GEO satellites that provide the WAAS broadcast corrections to the WAAS service area, an additional master station, enhancements to the broadcast corrections, and additional wide area reference stations.

Phase III, Full LPV-200 Performance, beginning in FY 2009 and ending in FY 2013, will provide for a robust, reliable, and sustainable LPV-200 capability. This Phase will provide technology evolution and sustainment activities necessary to maintain the WAAS service while extending LPV-200 with high availability across CONUS. Phase III will also support transition of WAAS maintenance and development capabilities to FAA

C.1.3 Work Scope

In support of WAAS Phase III, significant technical refresh and reliability modifications will occur such as development of an engineering model reference receiver that is L1C, L2C and L5 capable; improved WAAS processing for ionospheric estimation, scintillation robustness, and signal quality (evil waveform) monitoring; and incorporation of additional geostationary satellites and associated ground facilities. Integration of these enhancements must not only be seamless to WAAS users but the system must also continue to satisfy the stringent integrity requirements demanded of this safety of life navigation service. Integration of the new GEO satellites into WAAS requires knowledge of signal generation simulation and modeling.

In addition to these infrastructure and performance enhancements, RF interference characterization, monitoring and mitigation are required as additional WAAS sites undergo site changes or as sites need to be relocated.

The operation of WAAS is based on both US and International standards. A key element to WAAS is GPS. During the next few years, efforts will continue to modernize GPS. This GPS evolution will require the modification and further development of the current GNSS standards. These standards address critical items such as satellite signal power, signal structure, and system interoperability concerns. In addition, WAAS must assess the viability of the use of new signals such as L2C and those proposed for the Galileo constellation.

Since commissioning in 2003, the WAAS has experienced various equipment failures in the field. Expert knowledge on the operation of fielded WAAS equipment is critical in the assessment and correction of component level failures. Expertise is also required to assess key WAAS components for obsolescence in order to assure maintainability over the system life-cycle.

In order to satisfy the above requirements, versatile systems engineering support as well as an in-depth understanding of the WAAS architecture and integrity design are required. To effectively meet the current and coming challenges described above, the FAA requires senior and talented systems engineering support for WAAS as well as dedicated support and advice on matters related to GNSS modernization. The following tasks provide additional details on support activities sought by the FAA WAAS Program Office. It should be noted that inherent in these tasks are requirements for detailed knowledge of GPS receiver signal processing and design, an equivalent understanding of WAAS measurement processing and integrity algorithms, a mature GPS receiver and antenna test capability including access to an anechoic chamber, and finally, a demonstrated RF interference survey and investigation capability and participation in forums on RF interference and GNSS modernization.

In addition to these requirements, the ability to provide a "day one" capability is required for an in-depth, thorough, comprehensive knowledge of WAAS corrections generation, processing threads, integrity design, and an analytical support for WAAS modifications.

The Local Area Augmentation System, (LAAS) is also going through requirements and architectural definition. Parts of the architecture are similar to WAAS and require assessment of signal quality and overall performance of LAAS components. The integrity of LAAS must also be assured and this effort requires expertise in the methods of conducting and documenting Hazardous Misleading Information (HMI) Analysis.

C.2 Specific Tasks

C.2.1 WAAS Support

Provide dedicated and consistent system engineering analysis and support to the WAAS product team. Support shall be provided to the FAA in monitoring the performance of the WAAS Prime Contractor, including verifying the Prime Contractor's technical approach, monitoring progress milestones, and, in general, providing the technical and programmatic support necessary to ascertain the performance of the Prime Contractor in satisfying the contracted system specification. In addition to monitoring the Prime Contactor, support shall be provided for various WAAS related technical meetings and reviews, performance of system trades, conduct of independent tests of critical WAAS processing hardware, and when appropriate, formulation of alternative methodologies to resolve critical WAAS issues.

The Contractor shall provide the following support:

- Membership in the WAAS Integrity & Performance Panel (WIPP) and Systems Engineering Working Group (SEWG) to define, develop, and evaluate design alternatives to satisfy WAAS performance and integrity requirements;

- Analysis and support for resolution of system anomalies and signal-in-space (SIS) performance monitoring to include membership on ad-hoc review panels;

- Support in the laboratory and field test, implementation and integration of key WAAS components such as the ground uplink receiver, and L1/L2/L5 signal generator. Specific effort shall be focused on ensuring the adequacy of the hardware and firmware aspects for these components;

- Conduct and deliver an obsolescence study on WAAS equipment as required. The studies will identify additional maintainability requirements for support of life-cycle maintenance of the equipment

- Support in the acquisition, development and incorporation of additional geostationary satellite(s) and associated ground facilities;

- Provide independent test and performance evaluation for the WAAS avionics products being accomplished under Government Industry Partnership.

C.2.2 Interference Mitigation

The Contractor shall provide support mitigation of signal interference and distortions to GPS and SBAS signals from sources such as RF interference, multipath, scintillation, and the so-called evil waveforms. The Contractor shall support the FAA in analyzing and defining these threats followed by the formulation of mitigation strategies applicable to WAAS. Successful completion of many of the activities associated with this task will require a mature GPS laboratory test capability for L1, L2 and L5 signals, a signal generation capability for multipath and various RF waveforms for interference testing, and a scintillation simulation capability.

The Contractor shall perform the following activities:

- Support test activities for GPS antennas for determination of standard antenna parameters and spatial group delay variation.

- Support continuous offline RF interference monitoring for WAAS and perform ad hoc RF interference investigations when problematic interference is identified.

- Test and evaluate GPS receiver and antenna multipath and interference mitigation technology, both in laboratory and real environments that have potential for use in the WAAS.

- Test and evaluate next generation NovAtel GNSS receiver for potential use in WAAS. Task includes identification of approach for implementation and impacts to

the existing WAAS architecture. This activity is in support of WAAS alternatives analysis.

- Perform ad hoc GPS receiver testing using scintillation conditions suggested by the SBAS Ionospheric Working Group.

C.2.3 GNSS Support

The Contractor shall provide analysis and support on GNSS signal modernization and spectrum compatibility issues to include the following:

- Support Galileo/GPS/SBAS compatibility and user meetings and discussions.

- Support requirements definition, review and critique of proposed signal specifications and updates to documents such as the GPS Interface Control Document (ICD), WAAS Performance Standard (PS) and WAAS Receiver and Antenna Minimum Operations Performance Standard (MOPS) revisions.

- Conduct detailed technical analysis and simulation of proposed signal structures and expected performance from an interference and multipath perspective.

- Conduct as needed and feasible, laboratory testing with prototype hardware (such as scintillation testing with a modified L1/L5 signal generator).

- Support definitization of GPS-III integrity requirements and feasibility studies associated with utilization of the WAAS network to provide integrity monitoring in the GPS III architecture. This task includes support to the FAA at various forums where GNSS and signal modernization issues are discussed [National Positioning, Navigation, and Timing (PNT) Engineering Forum (NPEF), GPS Evolutionary Architecture Study (GEAS), International Civil Aviation Organization (ICAO), RTCA, PNT Executive Committee (ExCom), and Interagency Forum on Operational Requirements (IFOR)].

- Support work of the GNSS Evolutionary Architecture Study Group. Work would include tracking technology to improve the performance of GNSS services; provide system engineering support to insure the integrity of GPS IIIC during future peak solar cycles; and supporting the development of dual frequency L1/L5 LPV avionics.

- Develop a roadmap for Standards development for GPS L5, SBAS L5, Galileo E1 and E5. The roadmap should utilize best dates for L5/E5 availability. The roadmap needs to identify timeline for validation of new standards [MOPS, Standards and Recommended Practices (SARPS)] along with development of prototype receivers to support validation. Objective of this roadmap would be to outline the development of applicable standards to support up and through the period of GPS-III evolution.

C.2.4 LAAS Support (Option)

Provide system engineering support to the LAAS acquisition analogous to that described for WAAS under Task 1. The critical area of concern will be the integrity analysis and design. Support shall be provided in the following areas:

- Participate in SEWG and LAAS Integrity Panel (LIP) meetings and discussions.
- Provide HMI analysis support to include execution and documentation of the analyses identified in this plan in conjunction with the FAA and Prime Contractor.
- Provide HMI analysis support to the Category (CAT) II/III LAAS development activity.
- Participate in safety design reviews for candidate non-Federal Category-I systems.

C.2.5 Field Anomaly Investigation

In support of WAAS field anomaly detection and Investigation, the Contractor shall perform the following:

- Conduct engineering investigations in support of second level engineering for operational WAAS observed anomalies. The scope of the engineering investigations will vary depending on the particular anomaly but may include: WAAS data reduction and analysis, algorithm and hardware inspections/assessments, and site environment characterizations (multipath, RFI, blockage). These engineering investigations are intended to isolate the source of the WAAS anomaly at the lowest component/algorithm level. The results from these investigations shall be documented in technical reports and shall include specific/actionable recommendations for FAA to resolve the observed system anomalies.
- Provide direct engineering support with NovAtel for resolution of firmware anomalies.
- Assist in the definition and development of necessary capabilities that enable FAA to migrate to full organic for field support.
- Participate as needed in WAAS anomaly meetings and/or teleconferences.
- Support FAA in transition planning for WAAS field, maintenance and monitoring activities.
- Support Second level engineering for GUST related issues. Level of support will vary depending on the particular issue but will include: investigating and defining the cause of the reported anomaly and recommending corrective action; providing

recommendations for maintainer and operator actions to assist in isolating and correcting GUST anomalies; data reduction and analysis, hardware inspections/assessments; and recommendations for hardware/software/firmware modifications to correct anomalies or improve performance and maintainability. These engineering investigations are intended to isolate the source of the reported anomaly at the lowest component level. It is anticipated that these investigations will be ad hoc in nature and initiated at the request of FAA.

C.2.6 HMI Analysis Life Cycle Support

The Contractor shall provide HMI analysis life cycle support for the GNSS program(s). Contractor support shall include the following:

- Transfer of WAAS HMI analysis and monitoring expertise to FAA.
- Assist FAA in the performance of HMI analysis for selected WAAS modifications and upgrades on a per Release basis.
- Support the development of the necessary data collection system, data formatting tools and HMI analysis scripts. The Contractor shall provide maintenance and updates as necessary for the HMI analysis tools utilized to perform the requisite HMI analyses.

PART I - SECTION D
PACKAGING AND MARKING

D.1 PRESERVATION, PACKING AND PACKAGING

Preservation, packaging and packing for shipment or mailing of all deliverables hereunder must be in accordance with best commercial practices at the most economical rate(s) sufficient to assure arrival to destination in a safe and undamaged condition.

a. The Contractor shall be responsible for the preservation, packaging and packing of all items to be delivered under the terms of this contract in such a manner that adequate protection is provided against corrosion, deterioration and physical damage during shipment and handling from the source of supply to the ultimate destination. The Contractor shall be fully liable for any damage, deterioration or losses incurred during shipment, handling and installation that is attributable to improper packaging.

b. The Contractor shall use standard commercial CD packing and shipping containers that will prevent bending, folding, and other physical damage to the CD. The outside of the shipping container must warn that "MAGNETIC/OPTIC MEDIA ENCLOSED – DO NOT X-RAY – DO NOT BEND OR FOLD."

D.2 MARKING OF REPORTS/PACKAGES/DELIVERABLES

Each package, report, or other deliverable must be accompanied by a letter, with a copy to the Contracting Officer, excluding enclosures, which:

1. Identifies the Contract and/or Delivery/Task Order number under which the item is being delivered.

2. Identifies the CLIN or "Report Requirement" which requires the delivered item(s); and ;

3. Indicates whether the Contractor considers the deliverable to be a partial or full satisfaction of the requirement.

Also each of the above must be marked on the cover in the following manner:

a) Name and address of the Contractor;
b) Contract Number; and
c) Sponsor: Federal Aviation Administration (FAA)

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 CLAUSES AND PROVISION INCORPORATED BY REFERENCE (FAA AMS 3.1-1) (SEPTEMBER 2002)

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

ACQUISITION MANAGEMENT SYSTEM CLAUSES

3.10.4-1	Contractor Inspection Requirements (April 1996)
3.10.4-3	Inspection of Supplies – Cost Reimbursement (April 1996)
3.10.4-4	Inspection of Services – Both Fixed-Price & Cost Reimbursement (April 1996)
3.10.4-16	Responsibility for Supplies (April 1996)

E.2 INSPECTION AT THE CONTRACTOR OR OTHER SUPPLIER FACILITIES

The FAA reserves the right to inspect the interference mitigation techniques at the Contractor's facility. This inspection will be to ensure that the Contractor's test activities can support the requirements of this SOW.

The FAA reserves the right to inspect and/or test the analysis under this SOW prior to delivery at the Contractor or other facilities.

E.3 DOCUMENT ACCEPTANCE

The FAA will review and provide a single coordinated set of comments to the Contractor within 20 days of receipt of a document. The Contractor shall provide a response/corrected/updated version within 15 days of receipt of FAA's comments. The FAA Contracting Officer shall provide final acceptance or rejection of the data item within 10 days or receipt of the corrected version. If no comments are received from the FAA Contracting Officer during the 10 day period, the document shall be considered accepted as is.

E.4 INSPECTION AND ACCEPTANCE

The Contracting Officer, or his duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all material, data or, services to be provided. In this regard, the Government Contracting Officer's Technical Representative (COTR) (see clause G.2) is an authorized technical representative of the Contracting Officer. Final acceptance of all deliverables under this contract shall be approved by the Contracting Officer.

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 CLAUSES AND PROVISION INCORPORATED BY REFERENCE (FAA AMS 3.1-1) (SEPTEMBER 2002)

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

FAA ACQUISITION MANAGEMENT SYSTEM CLAUSES

Reference	Title	Date
3.10.1-8	Suspension of Work	April 1996
3.10.1-9	Stop-Work Order (Alternate I)	October 1996
3.10.1-11	Government Delay of Work	April 1996

F.2 PLACE OF PERFORMANCE

FAA Headquarters, Washington, DC

F.3 PERIOD OF PERFORMANCE

Periods of Performance for this contract is date of contract award through 24-months after contract award for the base period; and one 12-month option period.

a) Base Period: 2 years upon contract award

b) Option-1: 2 years after contract award

F.4 DELIVERIES AND SCHEDULE

Item	Description
WAAS	Attend design reviews, meetings as directed, WIPP sessions, and Provide on site monitoring and presence at the Prime Contractor facility. Provide meeting summaries, issues, and results of trade analyses to the WAAS Program Manager as directed.

	Formally document the results of substantive analyses as appropriate for delivery to the WAAS product team.
Interference Mitigation	Provide the results of interference analyses via briefings, memos, and formal reports as appropriate or as directed and,
	Provide information to the Prime Contractor as directed by the WAAS integrated product team.
GNSS	Attend meetings, provide meeting summaries, issues, and results of analyses to the FAA POC to GNSS modernization issues; and,
	Document analysis results in formal reports and briefings and for delivery as directed.
LAAS Support	Attend design reviews, meetings as directed, LIPP sessions, and provide on site monitoring and presence at the Prime Contractor facility.
	Provide meeting summaries, issues, and results of trade analyses to the LAAS Program Manager as directed; and,
	Formally document the results of substantive analyses as appropriate for delivery to the LAAS integrated product team.

F.5 PLACE OF DELIVERY - CONTRACT ADMINISTRATION DOCUMENTATION

All deliverable reports, associated work order documentation, or related correspondence being shipped to the FAA Contracting Officer shall be addressed as follows:

Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, D.C. 20591
Attn: Don B. Terry, ATO-A
Contracting Officer

F.6 NOTICE REGARDING LATE DELIVERY

In the event the Contractor anticipates difficulty in complying with any delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details, including the date by which it expects to make delivery; PROVIDED, however, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F.7 F.O.B. DESTINATION

(a) The term f.o.b. destination, as used in this clause, means-

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or ``constructive placement" as defined in carrier tariffs) or the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including ``piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for ``heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarder for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.
(b) The Contractor shall-
(1) (i) Pack and mark the shipment to comply with contract specifications;
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
(2) Prepare and distribute commercial bills of lading;
(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
(5) Furnish a delivery schedule and designate the mode of delivering carrier; and
(6) Pay and bear all charges to the specified point of delivery. (End of clause)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CLAUSES AND PROVISION INCORPORATED BY REFERENCE (FAA AMS 3.1-1) (SEPTEMBER 2002)

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

FAA ACQUISITION MANAGEMENT SYSTEM CLAUSES

Reference	Title	Date
3.3.1-25	Mandatory Information for Electronic Funds Transfer Payment	June 2001
3.10.1-22	Contracting Officer's Technical Representative	July 1996

G.2 FAA CONTRACTING OFFICER'S (CO) AUTHORITY

The FAA Contracting Officer assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. In this regard, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any clause contained elsewhere in this contract, this authority remains solely with the Contracting Officer.

It is the responsibility of the Contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Work not ordered by the Contracting Officer and/or work outside the scope of the contract shall not be reimbursed by the Government. The Contractor shall immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract.

G.3 CONTRACTING OFFICER'S TECHNICAL RESPRESENTIVE (COTR)

a. The Contracting Officer has designated a Technical Representative (COTR) to assist in monitoring the work under this contract. The Technical Representative is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR is:

Name and Office Symbol: TBD

b. The COTR is the primary person responsible for the Technical Administration of the contract, technical liaison with the Contractor and the overall monitoring of this contract; and as such, shall be contacted regarding questions and problems of a technical nature.

c. The performance of work required under this contract shall be subject to the technical direction and surveillance of the designated COTR. The COTR is not authorized to make any changes which constitute work not within the general scope of this contract, or change any terms and conditions incorporated into this contract, or which constitute a basis for increase in the contract amount or extension of the contract period of performance, or change in delivery schedule.

d. In no event will any understanding or agreement, modification, change order or other matter, deviating from the terms of this contract be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract.

G.4 CONTRACT ADMINISTRATION REPRESENTATIVES

(a) All correspondence regarding contract administration should be addressed to the Contracting Officer.

(b) The Contractor is here advised that only the Contracting Officer can change or modify the terms of this contract or take any other action which obligates the Government and only when such action is set forth in a formal modification to the contract.

(c) The Contractor shall use one of the following Government contacts, as applicable, as the focal point for all matters regarding this contract.

(1) FAA Contracting Officer:

Mr. Don B. Terry, ATO-A
Contracting Officer
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, D.C. 20591
Telephone Number: (202) 267-3845
Fax Number: (202) 493-5031

(1) FAA Contracting Specialist:

Ms. Vida Tarpley
Contract Specialist, ATO-A
Federal Aviation Administration
800 Independence Avenue, SW, Room 412
Washington, DC 20591

Telephone number: 202 267-3668

(2) FAA Contracting Officer Technical Representative (COTR)

TBD
Contracting Officer's Technical Representative
Federal Aviation Administration
800 Independence Avenue, SW
Washington, DC 20591
Telephone number: TBD

G.5 CONTRACTOR CONTACTS

Contracting Officer: TBD

Technical Officer: TBD

G.6 CONTRACTING OFFICER SUPPORT PERSONNEL

(a) The Contracting Officer may designate certain individuals to assist in the administration of this contract.

(b) The authority of the designee(s) shall be delineated in a written designation signed by the Contracting Officer. In no event shall the designee(s) be empowered to change the contract scope of work, the price, or the delivery schedule.

(c) The Contracting Officer shall immediately be contacted for clarification if a question arises regarding the authority of any person to act for the Contracting Officer under this contract.

G.7 QRO - RESERVED

G.8 INTERPRETATION OR MODIFICATION

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect any provision of this Contract.

G.9 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

(a) Correspondence Preparation: All correspondence shall contain a subject line, commencing with the contract number.

(b) Technical Correspondence of a routine nature: shall be addressed to the designated Contracting Officer Technical Representative (COTR) with an information copy of the correspondence to the Contracting Officer.

(c) Other correspondence including technical correspondence where patent or technical data issues (if any) are involved, and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the contract requirements, terms or conditions, etc., shall be addressed to the Contracting Officer, with an information copy of the correspondence to the COTR.

(d) Invoices shall be submitted in accordance with clause G.10 "PROCEDURES FOR SUBMISSION OF INVOICES".

(e) All correspondence regarding contract administration shall be addressed in accordance with this clause, unless otherwise requested by the Contracting Officer.

G.10 PROCEDURES FOR THE SUBMISSION OF INVOICES

The Contractor must submit invoices in arrears no more frequently than monthly, on a properly executed Standard Form 1034, together with the Contractor's regular invoice prepared in accordance with requirements set forth in FAA AMS Clause 3.3.1-17, Prompt Payment. The Contractor must invoice by contract line item number (CLIN).
The designated billing office is as follows:

U.S. MAIL
FAA Accounts Payable Branch, AMZ-110
PO Box 25710
Oklahoma City, OK 73125

OVERNIGHT MAIL
FAA Accounts Payable Branch, AMZ-110
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The Contractor must place the following statement on each invoice, signed by an authorized company representative:

"This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended."

_____ _____
Signature of Contractor's Authorized Representative *Date of Invoice*

The Contractor must deliver invoices in accordance with the following distribution:

- AMZ-110, FAA Accounting: One original and one copy to the above address.
- Contracting Officer: One original invoice marked "Contracting Officer's Original Copy" and one copy to the following address:

  Don B. Terry
  Contracting Officer, ATO-A
  Federal Aviation Administration
  800 Independence Avenue, S.W., Room 412
  Washington, D.C. 20591

The Contracting Officer will authorize payments in the amounts determined to be allowable in accordance with FAA Acquisition Management System (AMS) Clause 3.3.2-1, Contract Cost Principles.

G.11 METHOD OF PAYMENT

Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

The Contractor shall forward the following information in writing to the paying office (see clause G.1) **not later than 7 calendar days after receipt of notice of award**.

a. Full name (where practicable), title, phone number, and complete mailing address of responsible official(s) (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

b. The following bank account information required to accomplish wire transfers:

1. Name, address, and telegraphic abbreviation of the receiving financial institution.

2. Receiving financial institution's 9-digit American Banker's Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System).

3. Recipient's name and account number and the receiving financial institution to be credited with the funds.

4. If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

a) Address and telegraphic abbreviation of the correspondent financial institution, and

b) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

5. Invoices shall be prepared in accordance with the "Prompt Payment" provision, 3.3.1—17 (October 1996).

G.12 ACCOUNTING AND APPROPRIATION DATA

The Accounting and Appropriation Data corresponding to this contract will be set forth at contract award.

G.13 CONTRACT FUNDING

The total funding for this Cost Plus Fixed Fee effort is $_____.

The above allotment is for the period - Date of Contract Award through _____.

G.14 3.3.1-17 PROMPT PAYMENT (OCTOBER 3, 1996)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments

(1) For purposes of this clause, invoice payment means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office.

Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.
(ii) Invoice date.
(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(4) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.
(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) The interest penalty shall be as specified in the "Interest" clause. The interest penalty amount, interest rate and the period for which the interest penalty was computed, will be separately stated by the designated payment office on the check, in accompanying remittance advice, or, in the case of wire transfers, by an appropriate electronic data message accompanying the wire transfer. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on

the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Federal Aviation Administration (FAA) contract disputes resolution procedures. Interest penalties of less than $1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Contract disputes, and any interest that may be payable, will be resolved in accordance with FAA contract disputes resolution procedures.

(6) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(b) Contract Financing payments.

(1) For purposes of this clause, contract-financing payments mean Government disbursements of monies to a Contractor under a contract clause or other authorization without regard to acceptance of supplies or services by the Government. Contract financing payments include but are not limited to payments made according to commercial terms and installment payments. They also include interim vouchers under T&M, labor-hour, and cost reimbursement contracts (regardless of whether goods or services were delivered and received by the Government).

(2) For contracts that provide for contract financing payments, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Payments shall be made on the 30th day after receipt of a proper payment request by the designated billing office. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the Fast Payment Procedures, payments will be made within 15 days after the date of receipt of the invoice.

(*End of clause*)

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 ORDER OF PRECEDENCE

Any inconsistency in this contract shall be resolved by giving precedence in the following order: (a) the Schedule (Sections A thru H), (b) Section K, Representations and Other Instructions; (c) Contract Clauses (Section I); (d) Attachments and Other Documents (Section J).

H.2 REPRESENTATION AND CERTIFICATIONS

"Representations, Certifications, and Other Statements of Offerors" (as executed by the Contractor and included in its response to the Government's Request for Proposal), shall be deemed to be incorporated herein by reference and made a part hereof.

H.3 CONTRACT CEILING AMOUNT

The Contractor shall not exceed the ceiling amount for the contract period of performance. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the ceiling amount for this contract period of performance. The Contractor shall use its best efforts to perform all tasks under this contract with the total cost set forth herein. The Contractor shall notify the Contracting Officer in writing at any time, whenever there are reasons to believe the costs the Contractor expects to incur under this contract within the next 60 days, when added to all cost previously incurred, will exceed 75 percent of the estimated cost specified in Section B.2, or when the total cost for the performance of this contract will be either greater or substantially less that what had been previously estimated.

H.4 OPTION

The Government shall have the option to extend the period of performance for 12-months at the estimated cost shown in Section B.2, provided, however, that the Contracting Officer provides preliminary written notice of intent to exercise an option not later that 60 calendar days before expiration of the current period of performance. Options shall be exercised by issuance of a unilateral modification to the contract by the Contracting Officer not later than 15 days before expiration of the current period of performance.

H.5 GOVERNMENT ACCESS

Authorized Government employees and FAA Contractors may have access to the Contractor's facilities upon reasonable notice or in case of emergency.

H.6 PROHIBITION AGAINST PERSONAL SERVICES

The Contractor shall not perform personal services under this contract. Contractor personnel are employees of the Contractor or its subcontractors and are under the administrative control and supervision of the Contractor. A Contractor supervisor must give all individual Contractor

employee assignments and daily work direction The Government will not supervise or direct Contractor employees in the performance of their assignments. If at any time the Contractor believes that any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor shall not perform any inherently Government functions under this contract. No Contractor employee shall represent or give the appearance that he/she is a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. The Contractor is responsible for ensuring that all employees assigned to this contract understand and are committed to following these requirements.

H.7 SUBCONTRACTS

(a) This clause does not apply to firm-fixed-price contracts and fixed-price contracts with economic price adjustment. However, it does apply to subcontracts resulting from unpriced modifications to such contracts.

(b) 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 the Contractor does not have an approved purchasing system and if the subcontract:

(1) Is proposed to exceed $100,000; or

(2) 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.

(c) The advance notification required by paragraph (b) above shall include-

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontract to be used;

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

(4) The proposed subcontract price and the Contractor's cost or price analysis;

(5) 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;

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

(7) A negotiation memorandum reflecting-

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

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

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

(iv) 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;

(v) The extent, if any, 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 subcontractor; and the effect of any such defective data on the total price negotiated;

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

(vii) 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.

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

(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 acceptability of any subcontract price or of any amount paid under any subcontract, 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 Government reserves the right to review the Contractor's purchasing system.

(End of clause)

H.8 SUBCONTRACTORS AND OUTSIDE CONSULTANTS

Any subcontractors and outside consultants required by the Contractor in connection with the services covered by the Contract shall be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors or consultants.

H.9 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

(a) In performance of specific tasks, the Contractor may be required to attend meetings at the following locations including but not limited to: Federal Aviation Administration Headquarters Building, Washington, DC, SATNAV TAC Facility in Rosslyn, VA. Raytheon Company – Fullerton, CA, FAA Aeronautical Center (Oklahoma City, OK) and William J. Hughes Technical Center (WJHTC). The Contractor shall be granted ingress and egress to the building at all times during normal work hours in performance of the contract.

(b) While Contractor personnel are at any Government site, they are required to comply with all rules and regulations in effect at that site. Contractor personnel shall comply with rules and regulations governing employee conduct with respect to health and safety, not only as they relate to themselves but also to other Government employees or agents of the Government. The Contractor shall also exercise proper care of all property at the Government site regardless of whether title or such rests with the Government or not.

(c) The facilities to which Contractor personnel will have access will remain in the Government's custody and shall not be considered as property or facilities furnished to the Contractor.

(d) The Government facilities to which Contractor personnel will have access under this contract shall be made available during the entire contract performance period.

H.10 TRAVEL

a) When travel is authorized, the Contractor will be reimbursed for reasonable and actual costs for transportation, lodging, meals an incidental expenses in accordance with FAA Cost Principles for contracts with commercial organizations.

b) Costs are allowable only if the following information is documented:

(i) Time, date, and place of the expenses
(ii) Purpose of trip; and
(iii) Name of person on trip and their title or relationship to the Contractor.

c) Contractor's shall arrange air travel at the lowest airfares, including advance purchase fares available at the time the FAA fives notice of the travel requirement(s).

d) The Contractor shall conduct local travel within the boundaries of the Washington Metropolitan area, which includes the District of Columbia and Arlington, Fairfax, Prince George's and Montgomery Counties without written orders. Local travel will not be separately reimbursed.

H.11 PROTECTION OF SENSITIVE TECHNOLOGIES INFORMATON

All technical data provided to the Contractor by the Government shall be protected from public disclosure in accordance with the markings contained thereon. Except as necessary for the performance of this contract, all other information relating to the items to be delivered or services to be performed under this contract may not be disclosed publicly by any means without prior written approval of the Contracting Officer.

H.12 RELEASE OF INFORMATION

The Contractor shall not issue any press releases or other publicity documents which are related to the Prime Contract without the approval of the Contracting Officer.

The Contractor shall incorporate this clause in their subcontracts. This clause shall not operate so as to prevent the parties from—

a) filing reports required as a Public Company or
b) as may be required by law.

H.13 RESTRICTIONS AGAINST DISCLOSURE

The Contractor agrees to keep all information it gathers or analyzes, or information the Government in the course of this Contract furnishes, in the strictest of confidence, said information being the sole property of the Government. The Contractor also agrees that Government-provided information marked "For Official Use Only," "Confidential," or "Proprietary" must also be similarly protected and shall take all reasonable measures necessary to prohibit access to such information by any such person other than those Contractor employees needing such information to perform the work, i.e., on a need-to-know basis.

(a) The Contractor shall immediately notify the Contracting Officer in the event it determines or has reason to suspect a breach of this requirement.

(b) The Contractor shall require that all employees and consultants who are given access to such information sign a confidentiality and nondisclosure statement agreeing to safeguard the confidentiality of all such information gathered or provided to them hereunder as an integral condition of their employment.

(c) Upon the Government's request, the Contractor shall provide the Contracting Officer with plans and procedures to ensure the confidentiality and physical security of information gathered or provided hereunder.

(d) The Contractor may "gather and analyze" information that is not furnished or owned by the Government. Such information will not be subject to the restrictions in this clause.

H.14 DATA RIGHTS

(a) Definitions.

(1) "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

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

(3) "Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

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

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

(6) "Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

(7) "Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

(8) "Technical data," as used in this clause, means data (other than computer software) which are

of a scientific or technical nature.

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

(b) Allocations of rights.

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

(i) Data first produced in the performance of this contract;
(ii) Form, fit, and function data delivered under this contract;

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

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

(2) The Contractor shall have the right to--

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

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

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

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright.

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

copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government may acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

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

(d) Release, publication and use of data.

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings.

However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing.

If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination may become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government may thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

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

(3)Reserved.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from filing a claim under the "Contract Disputes" clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, may be deemed to have been furnished with unlimited rights, and the Government

assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor-

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

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

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

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

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) When data other than that listed in subdivisions (b)(1) (i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor may withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor may identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.
(2) Reserved.
(3) Reserved

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

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

H.15 TRANSITION

Continuity of Services (April 1996)

(a) The Contractor recognizes that the services under this contract are vital to the Government

and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to:

(1) furnish phase-in training and

(2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice:

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase- in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorata portion of the fee (profit) under this contract.

PART II - SECTION I
CONTRACT CLAUSES

I.1 CLAUSES AND PROVISION INCORPORATED BY REFERENCE (FAA AMS 3.1-1) (SEPTEMBER 2002)

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

3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-4	Organizational Conflict of Interest SIR Provision (March 2006)
3.1.7-5	Disclosure of Conflicts of Interest (May 2001)
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity (September 2000)
3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-3	Affiliated Offerors (July 2004)
3.2.2.3-6	Submittals in the English Language (July 2004)
3.2.2.3-7	Submittals in U.S. Currency (July 2004)
3.2.2.3-8	Audit and Records (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offers (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (July 2004)
3.2.2.3-19	Contract Award (July 2004)
3.2.2.3-20	Electronic Offers (July 2004)
3.2.2.3-25	Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)
3.2.2.3-27	Subcontractor Cost or Pricing Data (July 2004)
3.2.2.3-29	Integrity of Unit Prices (July 2004)
3.2.2.3-33	Order of Precedence (July 2004)
3.2.2.3-35	Annual Representations and Certifications (July 2004)
3.2.2.3-37	Notification of Ownership Changes (July 2004)
3.2.2.3-72	Announcing Competing Offerors (July 2004)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.4-31	Evaluation of Options (April 1996)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-2	Independent Price Determination (October 1996)

3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.2.5-13	Contractor Code of Business Ethics and Conduct (April 2008)
3.2.5-14	Display of Hotline Poster(s) (April 2008)
3.3.1-1	Payments (April 1996)
3.3.1-8	Extras (April 1996)
3.3.1-9	Interest (January 2008)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-30	Progress Payments Not Included (November 1997)
3.3.1-36	Availability of Funds- Option Periods under a Continuing Resolution (April 2008)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.2-6	Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.5-1	Authorization and Consent (April 1996)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)
3.5-3	Patent Indemnity (April 1996)
3.5-6	Royalty Information (April 1996)
3.5-13	Rights in Data--General (October 1996)
3.6.1-1	Notice of Total Small Business Set-Aside (July 2006)
3.6.1-7	Limitations on Subcontracting (August 1997)
3.6.2-5	Certification of Nonsegregated Facilities (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
3.6.2-13	Affirmative Action for Workers With Disabilities (April 2000)
3.6.3-16	Drug Free Workplace (January 2004)
3.6.4-10	Restrictions on Certain Foreign Purchases (April 1996)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-13/alt5	Changes--Cost-Reimbursement Alternate V (April 1996)
3.10.1-25	Novation and Change-of-Name Agreements (October 2007)

I.2 3.1.8-1 Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (September 2000)

(a) If the Government receives information that a contractor or person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the screening information request, if the contract has not been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of an FAA procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor, or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27 (e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

I.3 3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

(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:

I.4 3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:
Name:_____
Title:_____
Phone number:_____

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (July 2004)
The offeror (you) agrees that if this offer is accepted within _180_____ calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

I.5 3.2.2.3-23 Place of Performance (July 2004)
(a) The offeror (you), in fulfilling any contract resulting from this SIR, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:
Place of Performance Street:
City:
State:
Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

I.6 3.2.2.3-50 Property Protection (July 2004)

(a) The Contractor (you) must construct and maintain any temporary fences, gates and other facilities needed to preserve crops, control livestock, and protect property. Before cutting a fence, you must take necessary precautions to prevent livestock from straying. You must also prevent loss of tension in or damage to adjacent portions of the fence. You must immediately replace all fencing and gates you cut, remove, damage, or destroy with new materials to the original standard. You may reuse undamaged gates.

(b) You must comply with the property owner's requests to leave gates open or closed.

(c) You must use all necessary precautions to avoid destroying surveying markers such as section corners, witness trees, property corners, mining claim markers, bench markers, triangulation stations, and the like. If you must destroy any marker, you must first notify the agency responsible for the marker, as well as the Contracting Officer's (CO) technical representative, and replace the markers.

(d) You must use care to prevent unnecessary damage to property in or near the work area caused by your work. Unnecessary damage is that which you can avoid through efficient and careful performance of the work, taking into account the land rights you have. If you damage any property, you must at once notify the owner or custodian and make or arrange to make prompt and full restitution.

(e) Maps and specifications FAA (we, us) provides may not give the location of all water supply, drainage, irrigation, and other underground facilities. Before entering a tract of land for contract purposes, you must find out from the property owner (or other reasonably available source) the location of any irrigation system, domestic water system, source of water, and drainage system existing on the property, whether serving that property or other property. You must avoid damaging or obstructing these facilities or polluting water supplies.

(f) You must hold us harmless from any and all suits, actions, and claims for damages, including environmental impairment, to property arising from any of your acts or omissions, your subcontractors, or any of your employees or subcontractor employees, in any way related to the work or operations under this contract.

(g) You must indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from your wrongful or negligent acts or omissions.

(End of clause)

I.7 3.2.2.3-75 Requests for Contract Information (July 2004)

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

[End of Provision]

I.8 3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a _Cost Plus Fixed Fee contract resulting from this Screening Information Request.

(End of provision)

I.9 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 _60_days_ ; 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 ___ (months) _3___ (years).
(End of clause)

I.10 3.3.1-10 Availability of Funds (April 1996)

Funds are not presently available for this contract. The FAA 's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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

Funds are not presently available for performance under this contract beyond -----. The 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 -----, 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.

(End of clause)

I.12 3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

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

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

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

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

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

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://fedgov.dnb.com/webform; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:
(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company Physical Street Address, City, State, and ZIP Code.
(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
(v) Company Telephone Number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;
(B) comply with the requirements of T3.10.1.A-8; and
(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

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

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

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

(End of Clause)

I.13 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)

I.14 3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

I.15 3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)

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

NOTICE TO EMPLOYEES

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

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

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570

1-866-667-6572
1-866-315-6572 (TTY)

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

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

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

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

I.16 3.9.1-1 Contract Disputes (November 2002)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at http://www.faa.gov.

(End of clause)

I.17 3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make

for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

I.18 3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

I.19 3.14-2 Contractor Personnel Suitability Requirements (April 2008)

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

(1) Facilities;

(2) Sensitive information; and/or;

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

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

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

(c) If a National Agency Check with Inquiries (NACI) is required under paragraph (b) for a given position, the contractor will submit to the SSE the following documentation within [to be entered by CO] business days after contract award (or modification if this provision is being added to an existing contract) for each employee requiring access (provided no previous background investigations can be supported as described below):

- 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, a fingerprint card (FD-258) and an OF-306, Declaration for Federal Employment, may only be required, and will be identified under paragraph (b).
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.

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, contract number, labor category (Position), 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 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:

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 (CO)/Contracting Officer's Technical Representative (COTR) minus any Privacy Act information.

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

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security.

The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

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

(g) As applicable, the contractor must submit [CO to enter quarterly or bi-annual] reports to the CO 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 contract and subcontract employees who have access to FAA facilities, sensitive information, or information systems and are currently supporting the contract, and a separate listing of all terminated contract or subcontract employees.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

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

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

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.
(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (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 CO 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 CO and COTR for each contract within five (5) business days of contract award.

(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. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

I.20 3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (April 2008)

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

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

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

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

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

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

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: [CO to insert mailing address]. The SSE will review the forms and approve interim suitability prior to

the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated.

Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

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

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

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

(End of Clause)

I.21 3.14-5 Sensitive Unclassified Information (SUI) (July 2007)

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

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

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

I.22 3.13-1 Approval of Contract (April 1996)

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

(End of clause)

I.23 3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at http://www.faa.gov.

(End of provision)

PART III - SECTION J
LIST OF ATTACHMENTS

J.1 Labor Categories

GENERAL LABOR CATEGORY:	Engineering
DETAILED CATEGORY/LEVEL:	Systems Engineer
LABOR CATEGORY DESCRIPTION:	
Applies software, hardware, and standards knowledge in the analysis, specification, development, integration, and acquisition of systems for navigation services. Ensures these systems are compliant with FAA standards. Evaluates and recommends process for configuration management, safety, reliability, maintainability, integrity and other system engineering disciplines to improve navigation services. Conducts studies and analysis for navigation services and provides data, information, databases and other products. Support the development and maintenance and improvement of system engineering in the Navigation Services Directorate. Evaluate technical and operational requirements for systems and services in the NAS. This individual plans, schedules, conducts or coordinates detailed phases of the systems engineering principles and processes or scientific work in a project or performs work which involves conventional engineering or scientific practice. The work may include a variety of complex features such as conflicting design requirements and difficult coordination requirements	
EXPERIENCE REQUIREMENTS:	
A minimum of 5 years experience in system engineering in the aerospace industry.	
EDUCATION AND CERTIFICATION REQUIREMENTS:	
Bachelor's degree in Electrical / Electronic Engineering, Computer Science, Physics, or a related discipline. Master's degree in a principle or related discipline may substitute for 2 years of relevant experience.	

GENERAL LABOR CATEGORY:	Engineer
DETAILED CATEGORY/LEVEL:	Senior Systems Engineer
LABOR CATEGORY DESCRIPTION:	
Applies software, hardware, and standards knowledge in the analysis, specification, development, integration, and acquisition of systems for navigation services. Ensures these systems are compliant with FAA standards. Evaluates and recommends process for configuration management, safety, reliability, maintainability, integrity and other system engineering disciplines to improve navigation services. Conducts studies and analysis for navigation services and provides data, information, databases and other products. Support the development and maintenance and improvement of system engineering in the Navigation Services Directorate. Evaluate technical and operational requirements for systems and services in the NAS.	

This individual plans, schedules, conducts or coordinates detailed phases of the systems engineering principles and processes or scientific work in a project or performs work which involves conventional engineering or scientific practice. The work may include a variety of complex features such as conflicting design requirements and difficult coordination requirements. Plans, manages, and execute complex tasks and leads subordinate level positions.
EXPERIENCE REQUIREMENTS:
A minimum of 10 years experience in system engineering in the aerospace industry. Two years of which must include specialized navigation experience.
EDUCATION AND CERTIFICATION REQUIREMENTS:
Bachelor's degree in Electrical / Electronic Engineering, Computer Science, Physics, or a related discipline. Master's degree in a principle or related discipline may substitute for 2 years of relevant experience.

GENERAL LABOR CATEGORY:	Engineer
DETAILED CATEGORY/LEVEL:	Systems Engineer Subject Matter Expert
LABOR CATEGORY DESCRIPTION:	
Applies software, hardware, and standards knowledge in the analysis, specification, development, integration, and acquisition of systems for navigation services. Ensures these systems are compliant with FAA standards. Evaluates and recommends process for configuration management, safety, reliability, maintainability, integrity and other system engineering disciplines to improve navigation services. Conducts studies and analysis for navigation services and provides data, information, databases and other products. Support the development and maintenance and improvement of system engineering in the Navigation Services Directorate. Evaluate technical and operational requirements for systems and services in the NAS. This individual plans, schedules, conducts or coordinates detailed phases of the systems engineering principles and processes or scientific work in a project or performs work which involves conventional engineering or scientific practice. The work may include a variety of complex features such as conflicting design requirements and difficult coordination requirements. Plans, manages, and execute complex tasks and lead technical support activities.	
EXPERIENCE REQUIREMENTS:	
A minimum of 10 years experience in system engineering in the aerospace industry. Two years of which must include specialized navigation experience.	
EDUCATION AND CERTIFICATION REQUIREMENTS:	
Bachelor's degree in Electrical / Electronic Engineering, Computer Science, Physics, or a related discipline. Master's degree in a principle or related discipline may substitute for 2 years of relevant experience.	

GENERAL LABOR CATEGORY:	Subject Matter Expert/Consultant
DETAILED CATEGORY/LEVEL:	Subject Matter Expert/Consultant
LABOR CATEGORY DESCRIPTION:	
The Subject Matter Expert/Consultant provides significant or substantial senior level consulting services in support of the GNSS mission.	
EXPERIENCE REQUIREMENTS:	
At least 14 years of experience. Experience should reflect either: • National/international recognition in a field of expertise relevant to GNSS activity which has been demonstrated through publications and formal recognition, or • Service in high-level management positions performing activities highly relevant to GNSS in commercial or Government organizations, or • Extensive expertise in a field for which market demand is extremely high.	
EDUCATION AND CERTIFICATION REQUIREMENTS:	
Bachelor's degree in a relevant field. A Master's degree in a relevant discipline may substitute for 2 years of relevant experience; a Ph.D. in a relevant discipline may substitute for 3 years of relevant experience.	

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND STATEMENT OF OFFERORS

K.1 ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

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

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

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

_____
Authorized Representative

_____
Company Name

_____
Date

(End of clause)

K.2 3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as [ ] a corporation incorporated under the laws of the State of _____ , [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture or [ ] other _____[specify what type of organization].

(b) If you are a foreign entity, you operate as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in _____ .
(country)

(End of provision)

K.3 3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:
Name:_____

Title:_____
Phone number:_____
(End of provision)

K.4 3.2.2.3-22 Period for Acceptance of Offer (July 2004)

The offeror (you) agrees that if this offer is accepted within _____ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

K.5 3.2.2.3-23 Place of Performance (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, [ ] intends, [ ] does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:
Place of Performance Street:
City:
State:
Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

K.6 3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and

implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

[ ] TIN: _____
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of a Federal, state, or local government;
[ ] Other--State basis. _____.

(d) Corporate Status.

[ ] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
[ ] Other corporate entity
[ ] Not a corporate entity
[ ] Sole proprietorship
[ ] Partnership
[ ] Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

[ ] A common parent does not own or control the offeror as defined in paragraph (a).
[ ] Name and TIN of common parent:
Name _____
TIN _____

(End of provision)

K.7 3.2.2.3-76 Representation- Release of Contract Information (July 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)[ ] You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)[ ] You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that [ ] your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)[ ] You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[ ] As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

[End of Provision]

K.8 3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

K.9 3.6.3-11 Toxic Chemical Release Reporting (August 1998)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items shall--

(1) For competitive subcontracts expected to exceed $100,000 (including all options), include a solicitation provision substantially the same as the provision entitled Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding $100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

K.10 3.13-4 Contractor Identification Number Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"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, to identify unique business entities (taken from CCR clause)

"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.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(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).

(End of provision)

K.11 3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:
(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(b) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

(a) Definition.
[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L Instructions, Conditions, and Notices to Offerors

L.1 Point of Contact

The Contracting Officer is the sole point of contact for this acquisition. All questions or concerns shall be addressed to the Contracting Officer listed in paragraph G.4.

L.2 Clauses and References Incorporated by Reference

This screening information request (SIR) incorporates by reference one or more 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://fast.faa.gov (on this web page, select "Contract Writing/Clauses").

3.2.2.3-1	False Statements in Offers (April 1996)
3.2.2.3-3	Affiliated Offerors (April 1996)
3.2.2.3-6	Submittals in the English Language (April 1996)
3.2.2.3-7	Submittals in U.S. Currency (April 1996)
3.2.2.3-11	Unnecessarily Elaborate Submittals (April 1996)
3.2.2.3-12	Amendments to Screening Information Requests (April 1996)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (October 1996)
3.2.2.3-16	Restriction on Disclosure and Use of Data (April 1996)
3.2.2.3-17	Preparation of Offers (October 1996)
3.2.2.3-18	Explanation to Prospective Offerors (April 1996)
3.2.2.3-19	Contract Award (April 1996)
	3.3.1-30 Progress Payments Not Included (November 1997)
3.6.2-7	Preaward On-Site Equal Opportunity Compliance Review (November 1997)
3.9.1-3	Protest (November 2002)
3.13-4	Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 1997)

(End of provision)

******

L.3 3.6.2-15 Evaluation of Compensation for Professional Employees (April 1996)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their submittals, offerors will provide a total compensation plan setting forth salaries and fringe benefits proposed for the

professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, submittals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a submittal.

L.4 Evaluation Process

The Government reserves the right to down select any offeror if it is apparent that the offeror is not likely to receive the award. Contract award will be made to the Offeror whose proposal provides the overall best value to the Government, taking into consideration all evaluation factors. Best value is not necessarily lowest price.

L.5 Number of Awards

It is anticipated that one award will result from this SIR; however, the FAA reserves the right to make more than one award or no award if it is in the best interest of the Government.

L.6 Projected Milestone Schedule

The following represents the projected procurement milestone schedule as of the release date of the SIR.

Activity	Date
Release SIR	September 15, 2008
Submittals	October 15, 2008
Contract Award	November 14, 2008

L.7 Submission of Proposal

Offerors assume full responsibility for ensuring that Proposal submissions are received on the date specified in paragraph L.6 and at the place specified in paragraph L.7.1 by 3:00 PM Eastern Standard Time (EST). **Facsimile or e-mail submittals will NOT be accepted.**

L.7.1 Mailing Address/Delivery Address

All proposals shall be mailed, hand-carried, delivered by courier, or overnight delivery to the Contracting Officer listed in section G.4.

L.7.2 Signed Originals

One copy of the proposal shall contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized for all other copies of the proposal.

L.8 Pre-Proposal Conference

The FAA does not intend to hold a pre-proposal conference in conjunction with this SIR.

L.9 Discrepancies

If an Offeror believes that these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale. If discrepancies are not noted prior to proposal submission, it shall be determined that there are no discrepancies. In addition, the Offeror shall submit all exceptions and deviations to the SIR no later than the submittal date to the Contracting Officer in writing with supporting rationale, unless otherwise noted.

L.10 Expenses Related to Offeror Submission

The Government is not responsible for and will not pay or reimburse any costs incurred by the Offeror in the development, submission or any other part of the offer under this SIR. This includes costs associated with any aspect of the proposal activity and any research, studies or

designs carried out for the purpose of incorporation into any part of the offer. This also includes any costs to acquire or contract for any services or product relating to the offer under this SIR.

L.11 Responsible Prospective Contractors

Notwithstanding the evaluation methodology outlined in this SIR, an Offeror must also be found responsible by the Contracting Officer prior to the award of any resultant contract. The offeror shall submit the following information:

- Sufficient information to demonstrate the financial capability to fund and perform a contract of this size and duration.
- Information that shows the book value of your company and your team members.
- A description of all current or pending legal action under Federal Government contracts within the past 3 years. This shall include but is not limited to: Requests for Equitable Adjustments (formal or informal)[1] or pending or ongoing claims (formal or informal) in excess of $5M, pending or ongoing cure notices, Terminations for Convenience or Terminations for Default.

As a minimum, to be determined responsible, a prospective contractor must:

- Have adequate financial resources to perform the contract, or the ability to obtain those resources;
- Be able to provide the level of effort contemplated by the contract, taking into consideration all other business commitments;
- Have a satisfactory record of integrity and business ethics;
- Have a satisfactory performance record;
- Have the necessary organization, experience, accounting and operational controls; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

This appendix will not count against the page count.

L.12 Communication with Offerors

All communications will be documented and controlled through the Contracting Officer to ensure that Offerors are treated equitably and with the same level of interest. Communications with one Offeror does not require communications with any others.

L.13 Non-Government Evaluators and Advisors

Offerors are hereby notified that the FAA may make all proposals submitted, including any privileged or confidential commercial or financial information contained therein, available to

[1] Formal is defined as a document that has been signed by an authorized company official and delivered to the FAA. Informal is defined as discussions (formal or informal) or correspondence (formal or informal) regarding an actual or potential request for equitable adjustment or claim.

FAA contractor employees, as necessary, for the sole purpose of assisting the FAA in its evaluation of proposals. The contractors include CEXEC and Mitre Corporation. These individuals will be required to protect the confidentiality of any specifically identified privileged or confidential commercial or financial information obtained as a result of their participation in this evaluation. Individuals will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific recommendations on specialized matters or on particular problems. Any objection to disclose information to these non-government evaluators and advisors should be provided in writing to the Contracting Officer listed in paragraph G.2 no later than 14 calendar days after SIR release and shall include a detailed statement with the basis of the objection. All non-Government personnel have signed, or will sign before the evaluation process begins, non-disclosure and no conflict of interest statements. Responsibility for the source selection decision remains with the FAA.

L.14 Format and Content

All information shall be provided in loose-leaf notebooks and shall be submitted on standard letter size 8½ x 11 inch paper. Foldout pages not exceeding 11 inches by 17 inches in size are acceptable where required for the presentation of drawings or other graphical material. Font and margin requirements do not apply to foldout pages or tables, but must be easily readable. Foldout pages will be counted as one page and shall not be used for the presentation of straight text and shall not exceed 10% of the total page count. The proposal pages shall be numbered sequentially. Any items embedded within a document shall be objects only, not links. Font size shall be 12 with top and bottom margins equal to 1.0 inch, and left and right margins equal to 1.0 inch.

Proposals must contain comprehensive, concise, factual information and complete and substantiated price data. General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the Government's requirements will not be considered adequate. Similarly, submittals containing omissions or incomplete responses to the requirements of this SIR, or that merely paraphrase the Statement of Work, or that use nonspecific phrases such as "in accordance with standard procedures" or "well-known techniques" will also be considered inadequate. Deficiencies of this kind may be cause for rejection of the offer.

Each Volume shall contain an Index, a Glossary and an Executive Summary. The Index and Glossary are not subject to the volume page limitation.

The Offeror shall submit one (1) original and four (4) copies of all loose-leaf binder proposal materials. Additionally, the Offeror shall provide two (2) copies in Compact Disc Read Only Memory [CD-ROM] compatible with the Microsoft Office 2000 suite of products.

All electronic file contents shall exactly match print versions of submitted documents. In the event of discrepancies between the two, printed documents will prevail. Electronic submissions shall be accompanied by a printed inventory that identifies all CDs, their file contents, and their electronic formats. All CDs and files shall be labeled with your firm's name, solicitation number, submission date, and the words "Source Selection Sensitive".

L.15 Instructions for Proposal

The Offeror's proposal shall consist of a single volume containing the following:

Contents	Page Limits
Table of Contents	Not Restricted
Glossary and Index	Not Restricted
Part 1 - Executive Summary	2 Pgs
Part 2 - Capabilities	Note 1
Part 3 - Past Performance	
Part 4 – Cost Proposal	No restriction

Note 1: The total page count shall not exceed 40 pages for parts 2 and 3 combined. The offeror may allocate pages between parts 2 and 3. The Systems Engineer Subject Matter Expert Letter of Commitment is not included in the total page count.

The proposal will be used to identify offerors whose past experience and corporate capabilities best meet the FAA GNSS Group requirements and will also be used during the subsequent evaluation process. The screening process provides for a streamlined approach to enable both offerors and the FAA to make decisions early in the acquisition cycle as to the likelihood of developing a successful partnership.

The screening assessment criteria focus on ensuring that the offeror has the necessary capabilities and the requisite experience to meet FAA requirements. Offerors shall provide information in a single volume that is tabbed in accordance with the outline below:

The submission shall address the following:

L.15.1 Part 1 - Executive Summary

Highlight the capability of your company to provide the services requested for this requirement. Describe where you have performed, as a prime contractor and as a team, contracts of a similar size and scope as this effort in a cost-effective manner. Describe how your team brings the right blend of technical and operational experience to this contract. Identify specific work efforts that distinguish you from your competitors.

L.15.2 Part 2 - Capabilities

Provide a description of your proposed technical and business management approach for meeting the FAA's requirements. Include a description of how you plan to manage contract tasks and your subcontractors under the proposed contract. Describe your capabilities as they relate to the specific functional areas of the Statement of Work. Describe your knowledge of the FAA's GNSS programs and provide an assessment of the major work to be done and technical issues facing the FAA over the next three years.

(a) Technical//Business Management Approach - Describe in detail the approach and processes proposed to provide services in accordance with the SIR:

- Demonstrate an in-depth understanding of WAAS architecture and integrity design to include WAAS measurement processing, hazardously misleading information (HMI), and integrity algorithms.
- Demonstrate an in-depth understanding of LAAS architecture and integrity design.
- Demonstrate understanding and experience with GPS III modernization.
- Demonstrate detailed knowledge of GPS receiver signal processing and design.

(b) Required Capabilities - Demonstrate the following capabilities:

- Provide versatile systems engineering support for GNSS programs
- Provide access to an anechoic chamber. Proof of ownership or contractual arrangement must be provided.
- Based within 25 miles of FAA Headquarters in order to support activities at FAA facilities (at contract award).
- Experience in the acquisition and integration of a geostationary satellite into a satellite-based augmentation system
- Possess the capability to test GPS receivers and antennas
- Radio-frequency (RF) interference experience.

(c) Transition Plan

Provide a detailed transition plan that discusses your approach to, and plan for a smooth transition from the existing contract to the new contract. The transition plan should include details concerning staffing, assuming the work effort from incumbent contractor, and efforts to provide support without a disruption or degradation of services.

The FAA plans up to four months for the transition to be complete. Funding may be limited during this time. Plans must reflect these constraints.

Your plan should specifically address:

- A proposed schedule and staffing plan. The offeror shall identify staffing requirements in numbers and critical skills, whether those resources are already on hand and available to begin work on this effort. If not currently on hand and available, the offeror shall describe the plans for ensuring their availability.
- Your approach to provide a transparent turnover and uninterrupted support.
- A plan to ensure the availability of trained and qualified personnel.
- Timing to implement your key personnel and assume work efforts for specific tasks on an incremental basis.

(d) Key Personnel

Using the **Key Personnel Qualifications Summary** in Section L.18, describe each key person's educational background, professional background and work experience relevant to performing the proposed effort.

Discuss the specific experience and background of the proposed key personnel relative to the specific SOW areas.

In addition to key personnel, the offeror shall demonstrate their capability to provide a sufficient pool of qualified personnel to perform this effort.

(e) Program Management

Describe how you propose to organize, plan, report, prioritize, schedule work, and exercise project control. Identify major subcontractors or teaming arrangements and describe the work efforts of the prime and each team member. Describe how you will divide the tasking and workload between subcontractors/team members. Describe the steps you will take to ensure team integrity after award. At a minimum, your description should address the following elements:

- The prime and team member's roles and functions within the team and how the efforts are allocated and managed to satisfy the full range of effort contained in the SOW. Specifically address coordination and control of work assignments including ability to manage multiple tasks simultaneously
- Management of proposed subcontractors/consultants, if any
- Methodology for cost estimation, including, level of effort, skill mix and availability of resources.
- Responsibility and decision-making authority of the project manager and his/her authority to control resources necessary for effective contract performance
- Approach to handling quick response efforts and priorities
- Provide the location of your program office and describe how you envision daily interaction and communication with the GNSS Technical Assistance Contract Organization.

L.15.3 Part 3 - Past Performance

Using the following table, provide a description of your Past Performance performing services similar to those required under this SIR for Government or commercial entities. Discuss and provide specific examples of how you and your team have provided similar services (both in terms of size and scope) for customers within FAA. Describe any specific experience of the team members providing these types of services directly to Government.

No more than six past performance references shall be submitted for your team. The number of references submitted for each team member shall be in proportion to their proposed participation under this contract.

The following shall be presented as a minimum:

Section A – Contract Information
Contract Number:
Project Title:
Contract Type (FFP, CPAF, etc.):
Team Member Role (Prime, Subcontractor):
Period of Performance: (From – To):
# of Staff Years provided by your company for each fiscal or calendar year of the contract:
Total Contract Ceiling:
Team Member's Portion of Contract Cost:
Funds Obligated on the Contract by fiscal or contract year to date:
Section B – Discussion of Results
For each referenced contract, provide the following: Provide a description of work performed and its relevance to this contract. Provide information on problems encountered on the identified contract (including, but not limited to, cost overruns, technical difficulties, and terminations) and the offeror's corrective actions. Significant accomplishments, major contributions, and instances of innovative problem solving should be highlighted.
Section C – Client Information
Name:
Title:
Agency Name and Address:
Telephone Number:

L.16 Volume Descriptions

Volume 1 – Technical Approach and Management

The contents of Volume I shall be tabbed and organized as follows:

Tab 1 – Capabilities

Technical approach proposal information shall follow the sequence of the numbered paragraphs set forth below to provide a standard basis for evaluation and to ensure uniformity. The offeror should clearly and fully demonstrate its qualifications and capabilities with respect to the requirements set forth below.

(a) Technical/Business Management Approach. The capabilities statement should address the entire statement of work.

(b) Required Capabilities

(c) Transition Plan
(d) Key Personnel
(e) Program Management

Tab 2 – Past Performance
Contact information provided in Past Performance, will be used to verify the offeror's past performance. The FAA reserves the right to contact customers or other sources of information not specifically provided.

Volume II – Cost & Price Proposal

The FAA anticipates awarding a CPFF contract with fully burdened, fixed hourly labor rates. The contents of Volume II shall be tabbed and organized as follows:

Tab 1 - Price Proposal

The Price Proposal, Volume II, submitted by the Offeror shall be in a separate, sealed envelope, plainly marked **"Price Proposal".** Pricing data shall not be included with any other Volume and if included will be discarded and excluded from the evaluation. The pricing instructions are applicable to the prime contractor and all subcontractors.

The Government assumes that adequate price competition will exist, thereby negating the need for submission of certified cost and pricing data with this proposal. It is anticipated that the amount and types of data required at this time will be adequate to determine price reasonableness. The Government reserves the right to request certified cost and pricing data if the Contracting Officer determines it is required.

The Price Proposal shall be organized as detailed in Section B and shall fully address the requirements of this SIR.

CLIN 0001 - WAAS Support - The proposal shall contain the following:

- Recommended labor categories, using the format in the template in Attachment J.1 of the SIR, including a description of duties, education, experience, and any other discriminating factors. The final approved set of labor category descriptions will become Attachment J.1 of the resulting contract.
- Fully burdened labor rates corresponding to each labor category for all three years of the contract. The format of the table in Section B.2 should be used to propose labor rates. A single decrement factor should also be proposed to adjust to a lower "field" rate for an individual located within FAA workspace.
- Travel - The proposal shall contain a description of how travel costs will be burdened. The format of the table in Section B.2 should be used to propose the travel burden rate for each year.
- Other Materials - The proposal shall contain a description of how other materials costs will be burdened. The format of the table in Section B.2 should be used to propose the other materials burden rate for each year.

- Fixed Fee - The fee will be added for all three years to obtain the total estimated cost.

CLIN 0002 – Interference Mitigation - The proposal shall contain the following:

- Recommended labor categories, using the format in the template in Attachment J.1 of the SIR, including a description of duties, education, experience, and any other discriminating factors. The final approved set of labor category descriptions will become Attachment J.1 of the resulting contract.
- Fully burdened labor rates corresponding to each labor category for all three years of the contract. The format of the table in Section B.2 should be used to propose labor rates. A single decrement factor should also be proposed to adjust to a lower "field" rate for an individual located within FAA workspace.
- Travel - The proposal shall contain a description of how travel costs will be burdened. The format of the table in Section B.2 should be used to propose the travel burden rate for each year.
- Other Materials - The proposal shall contain a description of how other materials costs will be burdened. The format of the table in Section B.2 should be used to propose the other materials burden rate for each year.
- Fixed Fee - The fee will be added for all three years to obtain the total estimated cost.

CLIN 0003 – GNSS Support - The proposal shall contain the following:

- Recommended labor categories, using the format in the template in Attachment J.1 of the SIR, including a description of duties, education, experience, and any other discriminating factors. The final approved set of labor category descriptions will become Attachment J.1 of the resulting contract.
- Fully burdened labor rates corresponding to each labor category for all three years of the contract. The format of the table in Section B.2 should be used to propose labor rates. A single decrement factor should also be proposed to adjust to a lower "field" rate for an individual located within FAA workspace.
- Travel - The proposal shall contain a description of how travel costs will be burdened. The format of the table in Section B.2 should be used to propose the travel burden rate for each year.
- Other Materials - The proposal shall contain a description of how other materials costs will be burdened. The format of the table in Section B.2 should be used to propose the other materials burden rate for each year.
- Fixed Fee - The fee will be added for all three years to obtain the total estimated cost.

CLIN 0004 – LAAS Support - The proposal shall contain the following:

- Recommended labor categories, using the format in the template in Attachment J.1 of the SIR, including a description of duties, education, experience, and any other discriminating factors. The final approved set of labor category descriptions will become Attachment J.1 of the resulting contract.
- Fully burdened labor rates corresponding to each labor category for all three years of the contract. The format of the table in Section B.2 should be used to propose labor

rates. A single decrement factor should also be proposed to adjust to a lower "field" rate for an individual located within FAA workspace.

- Travel - The proposal shall contain a description of how travel costs will be burdened. The format of the table in Section B.2 should be used to propose the travel burden rate for each year.
- Other Materials - The proposal shall contain a description of how other materials costs will be burdened. The format of the table in Section B.2 should be used to propose the other materials burden rate for each year.
- Fixed Fee - The fee will be added for all three years to obtain the total estimated cost.

CLIN 0005 – Field Anomaly - The proposal shall contain the following:

- Recommended labor categories, using the format in the template in Attachment J.1 of the SIR, including a description of duties, education, experience, and any other discriminating factors. The final approved set of labor category descriptions will become Attachment J.1 of the resulting contract.
- Fully burdened labor rates corresponding to each labor category for all three years of the contract. The format of the table in Section B.2 should be used to propose labor rates. A single decrement factor should also be proposed to adjust to a lower "field" rate for an individual located within FAA workspace.
- Travel - The proposal shall contain a description of how travel costs will be burdened. The format of the table in Section B.2 should be used to propose the travel burden rate for each year.
- Other Materials - The proposal shall contain a description of how other materials costs will be burdened. The format of the table in Section B.2 should be used to propose the other materials burden rate for each year.
- Fixed Fee - The fee will be added for all three years to obtain the total estimated cost.

CLIN 0006 – HMI Life Cycle - The proposal shall contain the following:

- Recommended labor categories, using the format in the template in Attachment J.1 of the SIR, including a description of duties, education, experience, and any other discriminating factors. The final approved set of labor category descriptions will become Attachment J.1 of the resulting contract.
- Fully burdened labor rates corresponding to each labor category for all three years of the contract. The format of the table in Section B.2 should be used to propose labor rates. A single decrement factor should also be proposed to adjust to a lower "field" rate for an individual located within FAA workspace.
- Travel - The proposal shall contain a description of how travel costs will be burdened. The format of the table in Section B.2 should be used to propose the travel burden rate for each year.
- Other Materials - The proposal shall contain a description of how other materials costs will be burdened. The format of the table in Section B.2 should be used to propose the other materials burden rate for each year.
- Fixed Fee - The fee will be added for all three years to obtain the total estimated cost.

The Offeror shall complete all Representations, Certifications, and Other Statements included in Section K of the SIR.

Tab 2 – Compensation System

In accordance with Section L.4, EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES, the prime contractor and any subcontractor performing 20% or more of the estimated level of effort anticipated under this SIR shall submit information concerning its corporate policies in the following areas and describe its ability to hire and retain a highly qualified staff in an economically efficient manner.

- Wage and Salary Structure - Describe wage and salary structure, and discuss the relationship of actual pay to relevant labor markets.
- Employee Fringe Benefits - Discuss employee fringe benefits, i.e., retirement, group insurance, vacation, holiday, sick time, etc.
- Bonuses/Incentive Pay - Discuss bonuses and other incentive pay policies.
- Training Program - Discuss company training policies.
- A description of the plan to maximize retention of personnel over the life of the contract, and recruit and retain a qualified workforce.

Tab 3 – Appendix – Financial Capability – Provide the information outlined in section L.11.

L.17 Marking of Information and Restriction on Disclosure and Use of Data

All pages of the proposal that contain sensitive information shall be marked "Source Selection Sensitive." Restrictions on use or disclosure of this data shall be clearly marked.

L.18 Key Personnel Qualifications Summary

Each qualification statement is limited to 2 pages. Qualification statements are not required to be in this format; however, each must include the following data:

NAME:

TITLE:

JOB CATEGORY/LEVEL:

Describe the proposed assignment under the GNSS TAC

EDUCATION:

College /University/Degree/Graduate Degree/Courses/Year
Professional Courses/Title/Year

PROFESSIONAL EXPERIENCE SUMMARY:

SPECIFIC EXPERIENCE:

Job Assignment – present
Job Assignment - past

PROFESSIONAL ACTIVITES and ACHIEVEMENTS:

Awards
Significant Publications
Professional Societies
Specific On-the-Job Achievements

L.19 Authorized Offeror Personnel

Provide the name, title and telephone number of the company/division point of contact regarding source selection decisions made with respect to your proposal and who can obligate your company contractually. Also identify those individuals authorized to negotiate with the Government.

L.20 Modifications and Revisions to Submittals

If communications indicate that a specific revision to one or more submittals, including proposals, is necessary, only those Offerors affected will be requested to submit a modification. Communications with one or more Offerors will not obligate the FAA to offer an opportunity for all Offerors to revise their proposals. However, any change in FAA requirements affecting the SIR will be conveyed to all competing Offerors as a SIR amendment and all Offerors will be given an opportunity to revise their offers. Modifications may be required at any time during evaluation and before award. Any request for a modification will include a mandatory time for submission. Late modifications will be subject to AMS Clause 3.2.2.3-14.

The Government reserves the right to award a contract based on initial submittals received. Therefore, each offer should contain the Offeror's best terms from a price and technical standpoint.

a. Clauses in Full Text

The following clause will only be enforced if the CO determines there is insufficient competition to support a price evaluation:

3.2.2.3-38 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (June 1999)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Information relative to an exception granted for prior or repetitive acquisitions.

(ii) Catalog price information as follows:

(A) Attach a copy of or identify the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being made.

(B) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller.

(C) Additionally, for each catalog item that exceeds [CO insert extended value - not unit price], provide evidence of substantial sales to the general public. This may include sales order, contract, shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered price and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror shall indicate how the proposed price relates to the price of such recent sales in quantities similar to the proposed quantities.

(iii) Market price information. Include the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. The nature of the market should be described. The supply or service being purchased should be the same as or similar to the market price supply or service. Data supporting substantial sales to the general public is also required.

(iv) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(v) For commercial items, information on prices at which the same item or similar items have been sold in the commercial market place.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. Access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data in accordance with the Appendix to Toolbox Guidance Section 3.2.3, "Cost and Price Methodology".

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data in accordance with the Appendix to Toolbox Guidance Section 3.2.3, "Cost and Price Methodology".

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

M Evaluation Factors for Award

M.1 Source Selection Process

a. Offers must be submitted in accordance with Section L. Offerors must meet ALL SIR requirements, terms and conditions, representations and certifications, technical requirements, and identified factors and subfactors, to be eligible for award. Failure to comply with the terms and conditions of the SIR may result in the Offeror being removed from consideration for award.

b. Evaluation is defined as review and consideration of Offeror's written submissions determined to be competitive as determined by the Government as part of the source selection process.

c. Offers will be evaluated with respect to Technical/Business Management, Past Performance and Cost/Price.

d. Offers that fail to meet the minimum requirements of the statement of work and are unrealistic in terms of technical content, schedule commitments or cost/price, will be considered to lack technical competence or indicate a failure to comprehend the complexity of the contract requirements, and may be grounds for a determination that an Offer is no longer considered in line for award.

e. Offers that are unbalanced as to prices, may be rejected. An unbalanced offer is one, which is based on prices significantly less than prices for some work, and prices, that are significantly overstated for other work of a similar nature. Prices which are unrealistically low or unreasonably high may be indicative of the Offeror's lack of understanding of the work effort or the ability to perform the contract and may be cause for rejection of the Offer.

f. Offerors are cautioned not to minimize the importance of an adequate response in any area because of importance or visibility. Despite the stated order of importance, Cost/Price will become increasingly more important as difference in technical scores decreases.

g. The Offeror must be financially viable and otherwise responsible in accordance with the FAA Acquisition Management System (AMS). To be eligible for award, the Offeror must be technically and financially capable of performing the work.

h. If at any point during the evaluation process, the FAA concludes that the Offeror does not have a reasonable chance of receiving this award, the FAA may eliminate the Offeror from further consideration for award. Any Offeror eliminated from further consideration will be officially notified in writing.

i. In evaluating the offers, the Government may conduct written or oral communications with any and/or all Offerors, and reserves the right to reduce the participants in the competition to only

those Offerors most likely to receive award. The Government reserves the right to conduct communications and negotiations with any individual competing Offeror, or all competing Offerors, as the situation may warrant. Communications with one or more Offerors will not require the Government to conduct communications with all Offerors. If communications are necessary with one or more Offerors, the Government reserves the right to request revised offers.

j. The FAA reserves the right to award a contract immediately following the conclusion of the evaluation of the initial offers, without discussions or negotiations. Therefore, it is critical that each offer be fully responsive to this SIR/RFO and its provisions.

M.2 Basis for Award

M.2.1 Award Selection

This is a best value source selection conducted in accordance with the FAA Acquisition Management System (AMS). Award will be made to the Offeror whose proposal is judged to represent the best value to the Government. Best value will be based on an evaluation of all factors in relation to the stated evaluation criteria and will be determined by evaluating each proposal in the areas shown in this section. Proposal information will be used in the overall evaluation. The Price Proposal will be evaluated for reasonableness, completeness, realism and consistency/traceability with the technical and management approach. Inherent in the evaluation of the factors below will be a government assessment of risk. The Source Selection Official (SSO) will consider the final evaluation and use his/her best judgment to arrive at a Best Value decision. Therefore, the successful Offeror may not have submitted the lowest price. While the government evaluation team and the SSO will strive for maximum objectivity, the evaluation process, by nature, is subjective and professional judgment is implicit throughout the entire process. The Government intends to select one contactor for the GNSS Technical Assistance Contract. However, the Government reserves the right to make multiple awards or no award at all, depending on the quality of the proposals submitted and the availability of funds.

M.2.2 Down select Decisions

The FAA reserves the right to make down select decisions prior to a final award decision. These decisions will be made after receipt and evaluation of responses to the requirements of this Screening Information Request (SIR). Each down select decision will be based upon identification of those Offerors deemed to be least likely to receive the award.

If at any point during the evaluation process, the FAA concludes that the Offeror does not have a reasonable chance of receiving this award, the FAA may eliminate the Offeror from further consideration for award. Any Offeror eliminated from further consideration will be officially notified in writing.

M.2.3 Evaluation Order of Importance

The technical/business management approach and past performance shall be weighed equally. As the identified discriminators become less significant, the importance of price increases.

M.2.4 Eligibility for Award/Discussions with Offerors

The Offeror must be financially viable and otherwise responsible in accordance with the FAA AMS guidelines. To be eligible for award, the contractor team must be technically and financially capable of performing the magnitude and scope of the work.

In evaluating the proposals, the Government may conduct written or oral communications with any and/or all Offerors. Additionally, the FAA reserves the right to conduct discussions and negotiations with any individual competing Offeror, or all competing Offerors, as the situation warrants. Discussions with one or more Offerors do not require discussions with all Offerors.

M.2.5 Evaluation Process

M.2.5.1 Evaluation

The Offeror's submittal will be evaluated based on the Offeror's proposed approach, understanding of the requirements and the proposed capability and experience to meet the FAA's requirements. Based on this assessment, an adjectival rating will be derived for each of the factors specified below. Each factor will be rated by assigning one of the adjectival ratings contained in paragraph M.4. An overall adjectival rating will be given. Judgment will be applied in the evaluation to derive the overall rating. Elements are not individually rated and are not listed in any order of importance.

The following criteria will be used to evaluate each proposal:

Factor 1 – Capabilities

Element 1.1 - Degree to which the proposed technical and business management approach is integrated, sound and reasonable and includes a concept for managing contract tasks and subcontractors under the proposed contract. Degree to which the proposal demonstrates the offeror's capabilities as they relate to the specific functional areas of the Statement of Work and the Capabilities outlined in Section L.

Element 1.2 - Degree to which the offeror's team demonstrates an understanding of and provides a capability to satisfy all the requirements of the SIR. Degree to which team member roles have been defined, developed, and integrated for performance on this effort. Degree to which work effort has been distributed to team members in a logical manner based on experience and capabilities.

Element 1.3 – Degree to which the offeror's proposed Transition Plan clearly demonstrates a reasonable, realistic approach for assuming full contractual responsibility without disruption or degradation of performance during the transition period. Degree to which the proposed transition schedule and staffing plan is realistic, achievable and affordable. Degree to which sufficient resources are on hand and available to begin work on the effort. Degree to which the Transition Plan offers an approach to ensure the availability of trained and qualified personnel.

FACTOR 2 – Past Performance

Element 2.1 – Past Performance Degree to which the offeror's past performance relates to the full range of requirements identified in the SOW.

FACTOR 3 – Price Proposal

The prices for CLINs 0001 through 0006 representing all three contract years will be added to obtain the total proposed price. This will form the basis of comparison of the total contract cost among offers. Each CLIN will be priced using the following methodology:

Contractor Labor - The total estimated hours for each general labor category will be allocated across all detailed labor categories that have been proposed under that general category. The extended labor cost of every detailed labor category will be added for all three years to obtain the total estimated cost.

Travel - The estimated ODC – Travel cost will be added for all three years to obtain the total estimated cost.

Other Materials - The estimated ODC – Other Materials cost will be added for all three years to obtain the total estimated cost.

Fixed Fee - The fee will be added for all three years to obtain the total estimated cost.

Proposed labor will also be evaluated to determine whether an appropriate mix of detailed labor categories has been proposed to accomplish this SOW. The degree to which the offeror's proposed compensation system demonstrates the ability to effectively attract, hire, and retain a highly qualified staff to support the GNSS Group Organization Degree to which the offeror's plans are complete, reasonable and achievable.

Unrealistically low or high proposed fully burdened direct labor rates and total prices may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or has made an unrealistic proposal. Proposals shall be sufficiently detailed to demonstrate their credibility. The burden of proof for credibility rests with the offeror.

The Government may assign a degree of risk as appropriate to each cost proposal. This could result in the elimination of the offeror's proposal if the proposal is determined to be of significant risk.

M.2.6 Adjectival Ratings

Proposals will be evaluated using adjectival ratings. The criteria is section L.16 will be rated as follows:

Rating	Description
Excellent	The offeror's response to the topic is comprehensive and demonstrates a thorough understanding of the full range of requirements and work effort. Few, if any, areas for improvement can be cited. The combined impact of the strengths far outweighs the combined impact of the weaknesses.
Good	The offeror's response to the topic is fully acceptable and appropriately responds to the full range of requirements and work effort. A few minor weaknesses are noted. The combined impact of the strengths outweighs the combined impact of the weaknesses.
Satisfactory	The offeror's response to the topic is appropriate and addresses adequately the full range of requirements and work effort. Although there may be some weaknesses and areas in need of improvement, these are offset by strengths in other areas.
Marginal	The offeror's response does not respond adequately to the full range of requirements and work efforts. Offeror's response is deficient in several areas with few corresponding offsets in other areas. The combined impact of the weaknesses outweighs the combined impact of the strengths.
Unsatisfactory	The offeror's response to the topic is inadequate and does not demonstrate a satisfactory understanding of the requirements and work efforts. The proposal does not demonstrate the capability to support the Government's needs. The combined impact of the weaknesses far outweighs the combined impact of the strengths.