SOLICITATION, OFFER AND AWARD

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2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE
	DTFAAC-08-R-00004	[X] NEGOTIATED	NOV 8, 2007	(FAA Internal Use Only)

7. ISSUED BY — CODE

FAA, Aviation, Medical, & Training Team (AMQ-310)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125

8. ADDRESS OFFER TO *(If other than Item 7)* *For Over Night Delivery use*

FAA, Bid & Proposal Officer (AMQ-140)
Room 313, Multi-Purpose Building
6500 South MacArthur Boulevard
Oklahoma City, OK 73125

FOR U.S. MAIL> FOR USE IF U.S.Postal Service

FAA, Bid & Proposal Officer
Attn: AMQ-100
P.O. Box 25082
Oklahoma City, OK 73125

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

Firm-Fixed-Price, ID/IQ, Labor Hours, Cost Reimbursable SOLICITATION **FAA Technical Support Services (AMA-900)**

9. Sealed offers in original and See L.3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 313, Multi-Purpose Building until 3:30 (Hour) local time DEC 10, 2007, (Date).

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No.3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: > A. NAME: CYNTHIA COOPER — B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*: (405) 954-2601 FAX (405) 954-3030

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OFFER *(Must be fully completed by offeror)*

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days ***(120 calendar days unless a different period is inserted by the offeror)*** from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section G, Clause No. 3.3.1-17)* >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE — FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NO. *(Include area code)* PH / FAX

15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. reserved

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 COPIES UNLESS OTHERWISE SPECIFIED)* > — ITEM

24. ADMINISTERED BY *(If other than Item 7)* — CODE
FAA, Contract Management Division (AMQ-340)
6500 South MacArthur Boulevard

25. PAYMENT WILL BE MADE BY — CODE
FAA, Financial Operations Division (AMZ-100)
6500 South MacArthur Boulevard

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

28. AWARD DATE

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
PRICING SCHEDULE

Section B--The contractor shall provide all personnel, tools, equipment, parts and miscellaneous items necessary to perform the work specifically defined in this Statement of Work (SOW). Performance will be conducted within the scope of projected requirements identified in the SOW, and may be ordered by task when requirements generate. This is a Labor Hours contract.

BASE YEAR SUPPLIES AND SERVICES	QUANTITY	UNIT PRICE	TOTAL
CLIN 0001 –Phase In Services provided in accordance with the SOW described Phase In Transition, Para. 14.2. Cost/Price to be proposed with the Base Year Project Management CLIN 0002.	**30 days**		Not Separately Priced (NSP)
CLIN 0002 -Project Management and Reports • Management, Supervision, Administration • Reports described in the SOW	**12 Months**	$_____	$_____

Payment of invoices is subject to receipt of reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established fixed price.

NOTE: IAW Provision I.6, Order Limitations, the value of CLIN 0002 represents the minimum order amount for the Base Year period of performance.

BASE YEAR SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0003					
Electronic Technician I		14,720	HR	XXXXXXX	XXXXXXXXX
0003AA	Standard Hourly Rate	14,720	HR	$_____	$_____
0003AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0003AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0004					
Electronic Technician II		11,040	HR	XXXXXXX	XXXXXXXXX
0004AA	Standard Hourly Rate	11,040	HR	$_____	$_____
0004AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0004AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0005					
Electronic Technician III		1	HR	XXXXXXX	XXXXXXXXX
0005AA	Standard Hourly Rate	1	HR	$_____	$_____
0005AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0005AC	Overtime Hourly Rate	1	HR	$_____	$_____

BASE YEAR SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0006					
Computer System Analyst I		7,360	HR	XXXXXXX	XXXXXXXXX
0006AA	Standard Hourly Rate	7,360	HR	$_____	$_____
0006AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0006AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0007					
Computer System Analyst II		1,840	HR	XXXXXXX	XXXXXXXXX
0007AA	Standard Hourly Rate	1,840	HR	$_____	$_____
0007AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0007AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0008					
Computer System Analyst III		1	HR	XXXXXXX	XXXXXXXXX
0008AA	Standard Hourly Rate	1	HR	$_____	$_____
0008AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0008AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0009					
Engineering Technician I		1	HR	XXXXXXX	XXXXXXXXX
0009AA	Standard Hourly Rate	1	HR	$_____	$_____
0009AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0009AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0010					
Engineering Technician II		1	HR	XXXXXXX	XXXXXXXXX
0010AA	Standard Hourly Rate	1	HR	$_____	$_____
0010AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0010AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0011					
Engineering Technician III		1	HR	XXXXXXX	XXXXXXXXX
0011AA	Standard Hourly Rate	1	HR	$_____	$_____
0011AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0011AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0012					
Engineering Technician IV		1	HR	XXXXXXX	XXXXXXXXX
0012AA	Standard Hourly Rate	1	HR	$_____	$_____
0012AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0012AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0013					
Engineering Technician V		1	HR	XXXXXXX	XXXXXXXXX
0013AA	Standard Hourly Rate	1	HR	$_____	$_____
0013AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0013AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0014					
Engineering Technician VI		1	HR	XXXXXXX	XXXXXXXXX
0014AA	Standard Hourly Rate	1	HR	$_____	$_____
0014AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0014AC	Overtime Hourly Rate	1	HR	$_____	$_____

BASE YEAR SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0015					
Environmental Technician I		1	HR	XXXXXXX	XXXXXXXXX
0015AA	Standard Hourly Rate	1	HR	$_____	$_____
0015AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0015AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0016					
Supply Technician		1	HR	XXXXXXX	XXXXXXXXX
0016AA	Standard Hourly Rate	1	HR	$_____	$_____
0016AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0016AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0017					
Production Control Clerk		1	HR	XXXXXXX	XXXXXXXXX
0017AA	Standard Hourly Rate	1	HR	$_____	$_____
0017AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0017AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0018					
General Clerk I		1	HR	XXXXXXX	XXXXXXXXX
0018AA	Standard Hourly Rate	1	HR	$_____	$_____
0018AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0018AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0019					
General Clerk II		1	HR	XXXXXXX	XXXXXXXXX
0019AA	Standard Hourly Rate	1	HR	$_____	$_____
0019AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0019AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0020					
General Clerk III		1	HR	XXXXXXX	XXXXXXXXX
0020AA	Standard Hourly Rate	1	HR	$_____	$_____
0020AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0020AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0021					
Travel Travel and Subsistence expenses associated as described in SOW Section 3. Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and Clause CLA 4531		1	Lot		$ 10,000.00 Gov't Estimate
CLIN 0022 Over and Above work as directed by the ACO IAW Clause H.9, Over and Above Work		1	HR	$_____	$_____

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OPTION I SUPPLIES AND SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT

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CLIN 0023 -Project Management and Reports • Management, Supervision, Administration • Reports described in the SOW	**12 Months**	$_____		$_____

Payment of invoices is subject to receipt of reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established fixed price.

NOTE: IAW Provision I.6, Order Limitations, the value of CLIN 0023 represents the minimum order amount for Option I period of performance.

CLIN 0024					
Electronic Technician I		14,720	HR	XXXXXXX	XXXXXXXXX
0024AA	Standard Hourly Rate	14,720	HR	$_____	$_____
0024AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0024AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0025					
Electronic Technician II		11,040	HR	XXXXXXX	XXXXXXXXX
0025AA	Standard Hourly Rate	11,040	HR	$_____	$_____
0025AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0025AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0026					
Electronic Technician III		1	HR	XXXXXXX	XXXXXXXXX
0026AA	Standard Hourly Rate	1	HR	$_____	$_____
0026AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0026AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0027					
Computer System Analyst I		7,360	HR	XXXXXXX	XXXXXXXXX
0027AA	Standard Hourly Rate	7,360	HR	$_____	$_____
0027AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0027AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0028					
Computer System Analyst II		1,840	HR	XXXXXXX	XXXXXXXXX
0028AA	Standard Hourly Rate	1,840	HR	$_____	$_____
0028AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0028AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0029					
Computer System Analyst III		1	HR	XXXXXXX	XXXXXXXXX
0029AA	Standard Hourly Rate	1	HR	$_____	$_____
0029AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0029AC	Overtime Hourly Rate	1	HR	$_____	$_____

OPTION 1 SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0030					
Engineering Technician I		1	HR	XXXXXXX	XXXXXXXXX
0030AA	Standard Hourly Rate	1	HR	$_____	$_____
0030AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0030AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0031					
Engineering Technician II		1	HR	XXXXXXX	XXXXXXXXX
0031AA	Standard Hourly Rate	1	HR	$_____	$_____
0031AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0031AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0032					
Engineering Technician III		1	HR	XXXXXXX	XXXXXXXXX
0032AA	Standard Hourly Rate	1	HR	$_____	$_____
0032AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0032AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0033					
Engineering Technician IV		1	HR	XXXXXXX	XXXXXXXXX
0033AA	Standard Hourly Rate	1	HR	$_____	$_____
0033AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0033AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0034					
Engineering Technician V		1	HR	XXXXXXX	XXXXXXXXX
0034AA	Standard Hourly Rate	1	HR	$_____	$_____
0034AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0034AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0035					
Engineering Technician VI		1	HR	XXXXXXX	XXXXXXXXX
0035AA	Standard Hourly Rate	1	HR	$_____	$_____
0035AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0035AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0036					
Environmental Technician I		1	HR	XXXXXXX	XXXXXXXXX
0036AA	Standard Hourly Rate	1	HR	$_____	$_____
0036AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0036AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0037					
Supply Technician		1	HR	XXXXXXX	XXXXXXXXX
0037AA	Standard Hourly Rate	1	HR	$_____	$_____
0037AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0037AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0038					
Production Control Clerk		1	HR	XXXXXXX	XXXXXXXXX
0038AA	Standard Hourly Rate	1	HR	$_____	$_____
0038AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0038AC	Overtime Hourly Rate	1	HR	$_____	$_____

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OPTION I SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0039					
General Clerk I		1	HR	XXXXXXX	XXXXXXXXX
0039AA	Standard Hourly Rate	1	HR	$_____	$_____
0039AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0039AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0040					
General Clerk II		1	HR	XXXXXXX	XXXXXXXXX
0040AA	Standard Hourly Rate	1	HR	$_____	$_____
0040AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0040AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0041					
General Clerk III		1	HR	XXXXXXX	XXXXXXXXX
0041AA	Standard Hourly Rate	1	HR	$_____	$_____
0041AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0041AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0042					
Travel Travel and Subsistence expenses associated as described in SOW Section 3. Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and Clause CLA 4531		1	Lot		$ 10,000.00 Gov't Estimate
CLIN 0043 Over and Above work as directed by the ACO IAW Clause H.9, Over and Above Work		1	HR	$_____	$_____

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OPTION II SUPPLIES AND SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0044 -Project Management and Reports • Management, Supervision, Administration • Reports described in the SOW	**12 Months**	$_____		$_____

Payment of invoices is subject to receipt of reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established fixed price.

NOTE: IAW Provision I.6, Order Limitations, the value of CLIN 0044 represents the minimum order amount for Option II period of performance.

OPTION II SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0045					
Electronic Technician I		14,720	HR	XXXXXXX	XXXXXXXXX
0045AA	Standard Hourly Rate	14,720	HR	$_____	$_____
0045AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0045AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0046					
Electronic Technician II		11,040	HR	XXXXXXX	XXXXXXXXX
0046AA	Standard Hourly Rate	11,040	HR	$_____	$_____
0046AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0046AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0047					
Electronic Technician III		1	HR	XXXXXXX	XXXXXXXXX
0047AA	Standard Hourly Rate	1	HR	$_____	$_____
0047AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0047AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0048					
Computer System Analyst I		7,360	HR	XXXXXXX	XXXXXXXXX
0048AA	Standard Hourly Rate	7,360	HR	$_____	$_____
0048AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0048AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0049					
Computer System Analyst II		1,840	HR	XXXXXXX	XXXXXXXXX
0049AA	Standard Hourly Rate	1,840	HR	$_____	$_____
0049AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0049AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0050					
Computer System Analyst III		1	HR	XXXXXXX	XXXXXXXXX
0050AA	Standard Hourly Rate	1	HR	$_____	$_____
0050AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0050AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0051					
Engineering Technician I		1	HR	XXXXXXX	XXXXXXXXX
0051AA	Standard Hourly Rate	1	HR	$_____	$_____
0051AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0051AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0052					
Engineering Technician II		1	HR	XXXXXXX	XXXXXXXXX
0052AA	Standard Hourly Rate	1	HR	$_____	$_____
0052AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0052AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0053					
Engineering Technician III		1	HR	XXXXXXX	XXXXXXXXX
0053AA	Standard Hourly Rate	1	HR	$_____	$_____
0053AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0053AC	Overtime Hourly Rate	1	HR	$_____	$_____

OPTION II SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0054					
Engineering Technician IV		1	HR	XXXXXXX	XXXXXXXXX
0054AA	Standard Hourly Rate	1	HR	$_____	$_____
0054AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0054AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0055					
Engineering Technician V		1	HR	XXXXXXX	XXXXXXXXX
0055AA	Standard Hourly Rate	1	HR	$_____	$_____
0055AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0055AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0056					
Engineering Technician VI		1	HR	XXXXXXX	XXXXXXXXX
0056AA	Standard Hourly Rate	1	HR	$_____	$_____
0056AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0056AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0057					
Environmental Technician I		1	HR	XXXXXXX	XXXXXXXXX
0057AA	Standard Hourly Rate	1	HR	$_____	$_____
0057AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0057AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0058					
Supply Technician		1	HR	XXXXXXX	XXXXXXXXX
0058AA	Standard Hourly Rate	1	HR	$_____	$_____
0058AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0058AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0059					
Production Control Clerk		1	HR	XXXXXXX	XXXXXXXXX
0059AA	Standard Hourly Rate	1	HR	$_____	$_____
0059AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0059AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0060					
General Clerk I		1	HR	XXXXXXX	XXXXXXXXX
0060AA	Standard Hourly Rate	1	HR	$_____	$_____
0060AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0060AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0061					
General Clerk II		1	HR	XXXXXXX	XXXXXXXXX
0061AA	Standard Hourly Rate	1	HR	$_____	$_____
0061AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0061AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0062					
General Clerk III		1	HR	XXXXXXX	XXXXXXXXX
0062AA	Standard Hourly Rate	1	HR	$_____	$_____
0062AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0062AC	Overtime Hourly Rate	1	HR	$_____	$_____

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OPTION II SUPPLIES AND SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0063				
Travel	1	Lot		$ 10,000.00
Travel and Subsistence expenses associated as described in SOW Section 3. Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and Clause CLA 4531				Gov't Estimate
CLIN 0064	1	HR	$_____	$_____
Over and Above work as directed by the ACO IAW Clause H.9, Over and Above Work				

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OPTION III SUPPLIES AND SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0065 -Project Management and Reports	**12 Months**	$_____		$_____

- Management, Supervision, Administration
- Reports described in the SOW

Payment of invoices is subject to receipt of reports that accurately identify work performed. Acceptance of reports is required for payment. Payment shall be 1/12th of the annual established fixed price.

NOTE: IAW Provision I.6, Order Limitations, the value of CLIN 0065 represents the minimum order amount for Option III period of performance.

CLIN 0066					
Electronic Technician I		14,720	HR	XXXXXXX	XXXXXXXXX
0066AA	Standard Hourly Rate	14,720	HR	$_____	$_____
0066AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0066AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0067					
Electronic Technician II		11,040	HR	XXXXXXX	XXXXXXXXX
0067AA	Standard Hourly Rate	11,040	HR	$_____	$_____
0067AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0067AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0068					
Electronic Technician III		1	HR	XXXXXXX	XXXXXXXXX
0068AA	Standard Hourly Rate	1	HR	$_____	$_____
0068AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0068AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0069					
Computer System Analyst I		7,360	HR	XXXXXXX	XXXXXXXXX
0069AA	Standard Hourly Rate	7,360	HR	$_____	$_____
0069AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0069AC	Overtime Hourly Rate	1	HR	$_____	$_____

OPTION III SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0070					
Computer System Analyst II		1,840	HR	XXXXXXX	XXXXXXXXX
0071AA	Standard Hourly Rate	1,840	HR	$_____	$_____
0071AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0071AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0071					
Computer System Analyst III		1	HR	XXXXXXX	XXXXXXXXX
0071AA	Standard Hourly Rate	1	HR	$_____	$_____
0071AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0071AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0072					
Engineering Technician I		1	HR	XXXXXXX	XXXXXXXXX
0072AA	Standard Hourly Rate	1	HR	$_____	$_____
0072AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0072AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0073					
Engineering Technician II		1	HR	XXXXXXX	XXXXXXXXX
0073AA	Standard Hourly Rate	1	HR	$_____	$_____
0073AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0073AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0074					
Engineering Technician III		1	HR	XXXXXXX	XXXXXXXXX
0074AA	Standard Hourly Rate	1	HR	$_____	$_____
0074AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0074AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0075					
Engineering Technician IV		1	HR	XXXXXXX	XXXXXXXXX
0075AA	Standard Hourly Rate	1	HR	$_____	$_____
0075AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0075AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0076					
Engineering Technician V		1	HR	XXXXXXX	XXXXXXXXX
0076AA	Standard Hourly Rate	1	HR	$_____	$_____
0076AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0076AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0077					
Engineering Technician VI		1	HR	XXXXXXX	XXXXXXXXX
0077AA	Standard Hourly Rate	1	HR	$_____	$_____
0077AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0077AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0078					
Environmental Technician I		1	HR	XXXXXXX	XXXXXXXXX
0078AA	Standard Hourly Rate	1	HR	$_____	$_____
0078AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0078AC	Overtime Hourly Rate	1	HR	$_____	$_____

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OPTION III SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0079					
Supply Technician		1	HR	XXXXXXX	XXXXXXXXX
0079AA	Standard Hourly Rate	1	HR	$_____	$_____
0079AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0079AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0080					
Production Control Clerk		1	HR	XXXXXXX	XXXXXXXXX
0080AA	Standard Hourly Rate	1	HR	$_____	$_____
0080AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0080AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0081					
General Clerk I		1	HR	XXXXXXX	XXXXXXXXX
0081AA	Standard Hourly Rate	1	HR	$_____	$_____
0081AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0081AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0082					
General Clerk II		1	HR	XXXXXXX	XXXXXXXXX
0082AA	Standard Hourly Rate	1	HR	$_____	$_____
0082AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0082AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0083					
General Clerk III		1	HR	XXXXXXX	XXXXXXXXX
0083AA	Standard Hourly Rate	1	HR	$_____	$_____
0083AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0083AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0084					
Travel Travel and Subsistence expenses associated as described in SOW Section 3. Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and Clause CLA 4531		1	Lot		$ 10,000.00 Gov't Estimate
CLIN 0085 Over and Above work as directed by the ACO IAW Clause H.9, Over and Above Work		1	HR	$_____	$_____

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OPTION IV SUPPLIES AND SERVICES	ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0086 -Project Management and Reports • Management, Supervision, Administration • Reports described in the SOW	**12 Months**	$_____		$_____

Payment of invoices is subject to receipt of reports that accurately identify work performed.

****

OPTION IV SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT

****

Acceptance of reports is required for payment.
Payment shall be 1/12th of the annual established fixed price.

NOTE: IAW Provision I.6, Order Limitations, the value of CLIN 0086 represents the minimum order amount for Option IV period of performance.

CLIN 0087					
Electronic Technician I		14,720	HR	XXXXXXX	XXXXXXXXX
0087AA	Standard Hourly Rate	14,720	HR	$_____	$_____
0087AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0087AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0088					
Electronic Technician II		11,040	HR	XXXXXXX	XXXXXXXXX
0088AA	Standard Hourly Rate	11,040	HR	$_____	$_____
0088AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0088AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0089					
Electronic Technician III		1	HR	XXXXXXX	XXXXXXXXX
0089AA	Standard Hourly Rate	1	HR	$_____	$_____
0089AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0089AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0090					
Computer System Analyst I		7,360	HR	XXXXXXX	XXXXXXXXX
0090AA	Standard Hourly Rate	7,360	HR	$_____	$_____
0090AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0090AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0091					
Computer System Analyst II		1,840	HR	XXXXXXX	XXXXXXXXX
0091AA	Standard Hourly Rate	1,840	HR	$_____	$_____
0091AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0091AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0092					
Computer System Analyst III		1	HR	XXXXXXX	XXXXXXXXX
0092AA	Standard Hourly Rate	1	HR	$_____	$_____
0092AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0092AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0093					
Engineering Technician I		1	HR	XXXXXXX	XXXXXXXXX
0093AA	Standard Hourly Rate	1	HR	$_____	$_____
0093AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0093AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0094					
Engineering Technician II		1	HR	XXXXXXX	XXXXXXXXX
0094AA	Standard Hourly Rate	1	HR	$_____	$_____
0094AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0094AC	Overtime Hourly Rate	1	HR	$_____	$_____

OPTION IV SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0095					
Engineering Technician III		1	HR	XXXXXXX	XXXXXXXXX
0095AA	Standard Hourly Rate	1	HR	$_____	$_____
0095AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0095AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0096					
Engineering Technician IV		1	HR	XXXXXXX	XXXXXXXXX
0096AA	Standard Hourly Rate	1	HR	$_____	$_____
0096AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0096AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0097					
Engineering Technician V		1	HR	XXXXXXX	XXXXXXXXX
0097AA	Standard Hourly Rate	1	HR	$_____	$_____
0097AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0097AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0098					
Engineering Technician VI		1	HR	XXXXXXX	XXXXXXXXX
0098AA	Standard Hourly Rate	1	HR	$_____	$_____
0098AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0098AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0099					
Environmental Technician I		1	HR	XXXXXXX	XXXXXXXXX
0099AA	Standard Hourly Rate	1	HR	$_____	$_____
0099AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0099AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0100					
Supply Technician		1	HR	XXXXXXX	XXXXXXXXX
0100AA	Standard Hourly Rate	1	HR	$_____	$_____
0100AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0100AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0101					
Production Control Clerk		1	HR	XXXXXXX	XXXXXXXXX
0101AA	Standard Hourly Rate	1	HR	$_____	$_____
0101AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0101AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0102					
General Clerk I		1	HR	XXXXXXX	XXXXXXXXX
0102AA	Standard Hourly Rate	1	HR	$_____	$_____
0102AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0102AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0103					
General Clerk II		1	HR	XXXXXXX	XXXXXXXXX
0103AA	Standard Hourly Rate	1	HR	$_____	$_____
0103AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0103AC	Overtime Hourly Rate	1	HR	$_____	$_____

OPTION IV SUPPLIES AND SERVICES		ESTIMATED ANNUAL REQUIREMENTS	UNIT	HOURLY COMPOSITE RATE	ESTIMATED TOTAL AMOUNT
CLIN 0104					
General Clerk III		1	HR	XXXXXXX	XXXXXXXXX
0104AA	Standard Hourly Rate	1	HR	$_____	$_____
0104AB	Shift Differential Hourly Rate	1	HR	$_____	$_____
0104AC	Overtime Hourly Rate	1	HR	$_____	$_____
CLIN 0105					
Travel Travel and Subsistence expenses associated as described in SOW Section 3. Costs associated with this CLIN are reimbursable in accordance with Federal Travel Regulations and Clause CLA 4531		1	Lot		$ 10,000.00 Gov't Estimate
CLIN 0106 Over and Above work as directed by the ACO IAW Clause H.9, Over and Above Work		1	HR	$_____	$_____

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

C.1 SCOPE OF WORK

(a) The contractor shall provide all personnel necessary to perform the TECHNICAL SUPPORT SERVICES FOR THE FAA ACADEMY NAS TECHNICAL SERVICES DIVISION as identified in the attached Statement of Work (SOW), dated 23 October 2007.

(b) The services required under this contract will be ordered by "Delivery Orders' signed and issued by the Contracting Officer. The Delivery Order Not-To-Exceed total funding will be based on the established prices identified in Schedule B for Contract Line Items (CLINs) 0002 through 0022, for the basic period and option periods. All fixed price(s) shall represent the composite price including direct and indirect labor, indirect materials, overhead, G&A, and profit/fee. Travel expenses that are designated as cost reimbursable shall represent the allowable actual cost at the time of billing.

(c) The contractor shall be responsible for all on-site management and supervision of this contract. The contractor shall furnish all key personnel as part of the fixed price to include the on-site project manager, an on-site assistant project manager, and any other positions necessary to successfully deliver the described Project Management and Administrative support services. Charges for personnel that are not directly related to a delivery order shall not be charged direct to the contract.

(d) The Project Manager is responsible for supervision of all contract personnel associated with this contract, including supervision. Contract management shall include day-to-day supervision of contract employees including but not limited to work assignments, leave, payroll records, etc. The Project Manager shall identify in writing to the CO or designated representation all delegations of authority. At no time will Government personnel supervise contract employees.

(e) The on-site Contract Management staff shall be provided suitable space at the Mike Monroney Aeronautical Center (MMAC). Government Furnished Property and facility space is described in the SOW.

(f) The SOW and appendices for this requirement are included as attachments to this document as listed in Section J, List of Attachments.

C.2 PHASE IN

(a) This contract contains transition requirements which must be accomplished in accordance with an FAA approved transition plan.

(b) The Contractor's transition plan shall include a method to facilitate receipt, during the transition period, of all work in process which cannot be completed by the incumbent contractor prior to contract start-up and work which cannot be postponed. This plan of action is to enable the contractor to plan, estimate, and obtain the resources required to perform the work.

(c) Upon award, the contractor will be allowed access to the facilities to familiarize the key personnel with the current operations. The purpose of the Phase-in period is to:

(1) Observe work accomplished by the incumbent contractor;
(2) Become thoroughly familiar with work requirements, work procedures, and status of all;
(3) Complete training requirements and accomplish necessary training of contractor employees; and
(4) Obtain identification badges for contractor employees.

(d) Contractor access must not interfere with the activities of current contract personnel. To preclude such interferences, arrangements will be made with the Contracting Officer or the designated representative.

(e) The Contractor shall not assume that incumbent contractor employees will be available to guide, direct, or specifically orient each contractor employee. The Contractor shall cooperate with the incumbent contractor during the transition period and shall conform to the transition plan as approved by the Government.

(f) During the transition period, the contractor shall provide for contingency services required or caused by a work disruption or stoppage by the incumbent contractor.

C.3 PHASE OUT

In the event the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor contractor. Reporting of the current status may be necessary for transition or closeout of delivery orders. In transition, the incumbent contractor is expected to allow the successor access to incumbent employees and allow distribution of the successor's recruitment notice.

C.4 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE CLA 4548 (SEP 2001)

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

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements with the Contracting Officer, contractor personnel may be excused from evacuations.

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

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

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

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clauses entitled: INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (AMS 3.10.4-4) and INSPECTION—TIME AND MATERIAL AND LABOR-HOUR (AMS 3.10.4-5)

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

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

3.10.4-4		**INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT**		**APRIL 1996**
3.10.4-5		**INSPECTION—TIME AND MATERIAL AND LABOR-HOUR**		**APRIL 1996**

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

All Technical Operations Training support services shall be accomplished at:
Mike Monroney Aeronautical Center
FAA Academy, 6500 South MacArthur Blvd.
Oklahoma City, OK 73169

Field Locations may be ordered as directed by the Contracting Officer (CO) or COTR. Services required in field locations will be conducted at Government-furnished facilities, normally located within the United States, but may on rare occasion be located outside of the United States territories.

F.2 DELIVERY SCHEDULE

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

F.3 PERFORMANCE

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

F.4 DELIVERY OF MATERIALS (Applicable to Project Management and Reports)

The Contractor shall deliver material including but not limited to original work papers, notes and drafts, printed materials, and pamphlets developed in support of the work performed. The delivery date for materials, publications etc. shall be established as "after receipt of order "(days) from the date of written task order by the Contracting Officer or the COTR. This material is considered "subject data" in accordance with the provisions of the AMS clause 3.5-13 entitled "Rights in Data--- General".

F.5 AUTHORIZED PERFORMANCE (JAN 1997) CLA.0168r

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

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

The effective period of this contract is 1 February 2008 through 31 January 2008 for the base year, and if extended by exercise of option, one-year option periods designated as follows:

Beginning 1 January 2008 through 31 January 2008 – Phase In
1 February 2008 through 31 January 2009 – Base Year
1 February 2009 through 31 January 2010 – Option I
1 February 2010 through 31 January 2011 – Option II
1 February 2011 through 31 January 2012 – Option III
1 February 2012 through 31 January 2013 – Option IV

F.7 PHASE-IN/PERIOD OF PERFORMANCE

This contract includes a 30-day transition period that is anticipated to begin 1 January 2008, followed by the base year of performance beginning 1 February 2008 and ending 31 January 2009. The base year may be extended annually by exercise of four one-year option periods. Exercise of the option is at the sole discretion of the Government. ***The base performance period will be adjusted accordingly in the event award is not made sufficiently in advance to meet the date for transition.***

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

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

3.10.1-9		STOP-WORK ORDER		OCT 1996
3.10.1-11		GOVERNMENT DELAY OF WORK		APRIL 1996
3.10.1-24		NOTICE OF DELAY		NOVEMBER 1997
3.11-34		F.O.B. DESTINATION		APRIL 1999

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997) CLA.0116

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

G.3 INVOICING PROCEDURES - GENERAL (JAN 2002) CLA.0135r

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

(1) The original to:
FAA, Mike Monroney Aeronautical Center
Financial Operations Division, AMZ-100
P.O. Box 25710
Oklahoma City, OK 73169-4913

(2) One copy to the FAA Contracting Officer Technical Representative (COTR) at the following address:
FAA, Mike Monroney Aeronautical Center
NAS Technical Services Division, AMA-930
P.O. Box 25082
Oklahoma City, OK 73125

(3) One copy to:
FAA, Mike Monroney Aeronautical Center
Aviation, Medical & Training Division, AMQ-340
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Requirement Order number, description of services, including applicable Contract Line Item Number(s), performance dates, and quantity(s) that were provided.

(3) Extended totals for invoiced quantities and year-to-date billing.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.4 INCREMENTAL FUNDING (JAN 1997) CLA.2604

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide the not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

G.5 GOVERNMENT PROPERTY REPORTS (JAN 1997) CLA.4528

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property

G.6 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JAN 2002) CLA.4550

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

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

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

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

G.7 AMS 3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (July 1996)

(a) The Contracting Officer may designate other Government personnel, known as the Contracting Officer's Technical Representative (COTR) and/or Contracting Officer's Representative (COR), to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 POST-AWARD CONFERENCE

(a) A Post-Award Conference with the successful contractor is required and will be held as soon as possible after award of the contract. The conference will be held at the Mike Monroney Aeronautical Center, Oklahoma City, Oklahoma.

(b) The contractor will be given five working days notice prior to the date of the conference by the Contracting Officer.

H.2 DELIVERY ORDER NOT-TO-EXCEED PRICE

A Delivery Order will be issued to identify the required performance period for Contract Line Item Number(s), cost estimates or price(s), and funding obligations in accordance with the established provisions of this Contract. The Delivery Order shall identify the Not-To-Exceed (NTE) estimate in total dollars for CLINS that are other than Firm Fixed Price. Fixed Price CLINs will be limited to the established Total Fixed Price.

H.3 DELIVERY ORDER PROCESSING

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

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

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

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

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

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

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

H.4 STAFFING/RESOURCE UTILIZATION

The Contractor shall assure that all persons employed on this contract possess the required skills and are assigned duties consistent with the job classifications for which they were employed. Any Department of Labor imposed fine, penalty or upward salary adjustment resulting from the Contractor's failure to properly utilize classified employees, shall be the contractor's responsibility and shall not be allowed for the purposes of reimbursement under this contract.

H.5 LIMITATION OF GOVERNMENT'S OBLIGATION -- ALLOTMENT OF FUNDS

(a) The Government shall not be obligated to pay the contractor any amount in excess of the amount set forth in each delivery order and the contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in each delivery order unless and until the Contracting Officer has notified the contractor in writing that such amount has been increased and shall have

specified in such notice a revised amount which shall thereupon constitute the Not-to-Exceed Ceiling for performance of the delivery order.

(b) The contractor shall notify the Contracting Officer in writing at the earliest practicable time whenever it is expected that costs to be incurred within the succeeding ***thirty (30) days will exceed 75 percent (75%) of*** the amount stated in the Delivery Order. The contractor will also notify the Contracting Officer in writing at any other time if expected costs to be incurred for items chargeable to each Task Order will be substantially greater or less than ceiling amount of the Task Order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a delivery order by an Administrative "Modification of Delivery Order " on a unilateral basis to the respective Delivery Order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

H.6 CANCELLATION POLICY

Delivery Orders issued for technical support services are primarily driven by the training needs of the Air Traffic Organization (ATO). Consequently, schedules that are coordinated for requirements may be adjusted as enrollment information is confirmed. The schedule adjustments shall be coordinated and discussed via regularly scheduled status meetings described in the SOW. The FAA reserves the right to cancel technical support services delivery orders previously identified up to 10 days prior to the start date of the period of performance.

H.7 DISCRIMINATION/COMPLAINTS AND EMPLOYEE APPEALS

The contractor agrees that it will take the necessary action to insure that its employees including all subcontractors' employees cooperate fully with the Federal Aviation Administration (FAA) in regard to any personnel action or discrimination complaints involving students or former students of the FAA Academy. This would include cooperation in the preparation for and participation in discrimination complaint investigation and/or hearing and in any hearing before the Merit System Protection Board, and/or Equal Employment Opportunity Commission Accountability Board.

H.8 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer (CO). Two copies of any material proposed for publication or distributed shall be submitted to the CO.

H. 9 OVER AND ABOVE WORK

(a) *Definitions.* As used in this clause—

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is—

(i) Within the general scope of the contract;

(ii) Not covered by the line item(s) for the basic work under the contract; and

(iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover—

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall—

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) For fixed hourly rate items, the price negotiated by the Contracting Officer shall be based on "hands on" labor hours multiplied by the contract hourly rate. The number of "hands on" labor hours required shall be negotiated by the Contractor and Administrative Contracting Officer. The fixed hourly rate includes charges for "hands on" labor, any labor cost which is not considered "hands on" for which the Contractor accounts as direct labor, burdens, general and administrative expenses, and other allowable costs and profit.

(g) At any time during contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the Contractor or the Procuring Contracting Officer may request a negotiation to establish a firm-fixed-price for that item for the remaining life of the contract. The Administrative Contracting Officer shall advise the Procuring Contracting Officer of all such agreements in order that changes can be incorporated in periodic contract modifications

(h) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

H.10 DIRECT HOURLY LABOR RATE (JAN 1997) CLA.0125

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

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

final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

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

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

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

NOTE:

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

EXAMPLE

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

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

Cumulative Weighted Average: $88,000 / 4,400 hours = $20.00
Cumulative Amount Billed: $38.00 x 4,400 hours = $167,200

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

Cumulative Weighted Average $79,950 / 4,300 hours = $18.59
Cumulative Amount Billed: $32.00 x 4,300 hours = $137,600

Final Billing Adjustment

Skill I

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

Adjustment 5% (98%-93%)
Credit to Government $8,360 ($167,200 x 5%)

Skill II
Wage ratio 99% ($18.59/$18.75), Variance 1% (100%-99%),
Adjustment 0% (98%-99%)
Credit to Government $-0- ($137,600 x 0%)

H.11 SAFETY AND HEALTH (JUN 2002) CLA.0090

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

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19B and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

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

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection provided to Government employees.

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

H. 12 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997) CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.13 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (JUL 2001) CLA.1262r

(a) **Contractor Screening of Personnel.** The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 7 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in Section 503, Suitability Criteria of FAA Order 1600.72, Contractor and Industrial Security Program, within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

(3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) **Government Screening Standards for Contractor Personnel.**

(1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of Chapter 6, Suitability Determinations FAA Order 1600.72. In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

(3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.

(c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:

(1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

(2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request
for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor

shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

(f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.

(g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.14 FAA FACILITY REGULATIONS (OCT 2006) CLA.3402r

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

FAA ORDERS/DIRECTIVES

FAA Order 1600.72, Contractor and Industrial Security Program, dated 4/4/2001
http://www.faa.gov/about/office_org/headquarters_offices/ash/ash_programs/investigations/isp/media/160072.doc

FAA Order 1110.125A, Accountability Board, dated 6/30/2000
https://employees.faa.gov/org/StaffOffices/ahr/policy_guidance/hr_policies/order/orders/1110_125A/

FAA Order 3900.47, Smoking Restrictions in FAA-Controlled or Occupied Space, dated 9/24/1990
https://employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/order/orders/390047/

FAA Order 3900.19B, FAA Occupational and Health Program, dated 4/1/2005
https://employees.faa.gov/employee_services/emerg_safety/media/FINAL3900.pdf

FAA Order 1370.79A, Internet Use Policy, dated 10/12/1999
http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/media/1370_79A.pdf

H.15 GOVERNMENT-ISSUED KEYS/PERSONAL IDENTIFICATION VERIFICATION (PIV) CARDS AND VEHICLE DECALS (JUNE 2006) CLA.3403

(a) It may become necessary for the Government to issue keys, personal identification verification (PIV) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Technical Representative (COTR).

When contract personnel who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three workdays. Additionally, unauthorized duplication or use of such keys, PIV cards or decals is a violation of security procedures and is prohibited.

(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 $200 for each key, PIV card, or vehicle decal not returned. If the keys, PIV cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card (F) and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations. Access to certain areas of the Logistics' Center, such as the Technical Support Facility (TSF) and Logistics' Support Facility (LSF) is authorized only to those persons displaying a Logistics' identification card (L). Access to the computer room in the Multi-Purpose Building is authorized only to those persons displaying a proper computer (C) identification card.

(d) The Government retains the right to inspect, inventory, or audit the PIV cards, keys and vehicle decals 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 shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COTR, the Security and Investigations Division, AMC-700 and the Office of Facility Management, AMP-300.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her current and valid PIV card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or PIV card, the contractor shall submit complete documentation required under Clause 4554, entitled *Security – Unescorted Access Only*.

(2) To obtain the PIV card contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee, authorized by the CO and/or the COTR, and will require the approval/signature of the designated "sponsor" or alternate. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause 4554 entitled *Security – Unescorted Access Only*, is submitted. The DOT 1681 shall 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 all required signatures. This paperwork shall be submitted to the Security and Investigations Division, AMC-700 in the Headquarters Building (HQ), Room 321, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Security and Investigations Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

H.16 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007) CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, http://www.gsa.gov/. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business

hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

H.17 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.18 SECURITY – GENERAL (JULY 2007) CLA.4554R

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

Position	Risk Level
Technical Manager	5
Electronics Technician I-IV	5
Computer System Analyst I-III	5
Engineering Technician I-IV	5
Maintenance Trades Helper	5

(B) Security forms may be accessed at the following: Security Forms

http://amq.mmac.faa.gov/security.asp

H.19 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006) CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of

competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

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

H.20 PERSONNEL AND SUPERVISION (OCTOBER 2006) CLA.4556

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

H.21 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006) CLA.4557

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

H.22 AMS 3.8.2-17 KEY PERSONNEL AND FACILITIES JULY 1996

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

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

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

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

Project Manager and Assistant Project Manager

PART II - SECTION I - CONTRACT CLAUSES

I. 1 CEILING PRICE (JAN 1997) CLA.0120r

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

I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997) CLA.3211

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

I. 3 LIABILITY INSURANCE (JAN 1997) CLA.3212

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

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

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

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

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

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

(d) Certificate holder address:
FAA, Contract Management Division, AMQ-340
P. O. Box 25082
Oklahoma City, OK 73125

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

I.4 AMS 3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

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

(1) The names of all Subject Individuals who:

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

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

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

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

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

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

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

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

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

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

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

ANNUAL CERTIFICATION OF
DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

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

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

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

_____
Authorized Representative

_____
Company Name

_____
Date

I.5 AMS 3.2.2.3-80 CONTINUITY OF SERVICES – MISSION CRITICAL CONTRACTS (AUG 2007)

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

FAA TECHNICAL SUPPORT SERVICES (AMA-900)

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

(1) Outbreak of pandemic influenza or infectious disease;

(2) Terrorist attack; and

(3) Natural disaster.

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

(d) Within 60 days after award, the contractor must submit a Continuity of Services Plan to the Contracting Officer (CO) for review and acceptance. This plan describes the processes and tools that the contractor will commit to ensure services are delivered as required during times of National Emergency or Incidents of National Significance. This plan must include the following sections:

(1) Plans and Procedures: Detail the plans and procedures in place that will provide for continued performance of services during times of National Emergencies or Incidents of National Significance;

(2) Essential Functions: Record functions that are essential to the continuation of critical services;

(3) Delegations of Authority, Planned Order of Succession, and Cross-Training: Procedures in place to ensure personnel are available to make key decisions and perform critical services when primary personnel are unavailable;

(4) Alternate Operating Facilities: When the primary facility is unavailable, detail plans to make available other facilities unaffected by the National Emergency or Incident of National Significance. If the services allow, this may include alternatives such as telecommute;

(5) Interoperable and Effective Communications: Identify alternate communication systems if primary systems are unavailable;

(6) Critical Records or Data: Plans in place to ensure critical records and data are still available to ensure the integrity of services;

(7) Protection of Human Capital: Identify comprehensive plans to protect the overall health and welfare of the workforce in times of National Emergency or Incidents of National Significance;

(8) Testing and Training of the Plan: Detail comprehensive testing and training of the plan to improve the execution of the service in times of National Emergency or Incidents of National Significance;

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

(10) Reconstitution and Resuming Normal Operations: Procedures in place to expedite the return of services and operations to their normal state.

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

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

I.6 AMS 3.2.4-16 ORDERING OCTOBER 1996

(a) Any services to be furnished under this contract shall be ordered by issuance of delivery orders services identified in the schedule, and task orders for activities provided by schedule. Delivery orders may be issued from date of contract award for one (1) year thereafter unless extended by exercise of options extending the ordering period.

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

(c) If mailed (electronically), a delivery order or task order is considered "issued" when the Government deposits the order in the mail (or transmits electronically). Orders may be issued orally, only if authorized in the Schedule and is considered ordered when transmitted.

I.7 AMS 3.2.4-17 ORDER LIMITATIONS (DELIVERY ORDER) OCTOBER 1996

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the value of CLIN 0002 for the current period of performance, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $ 1,500,000.00;

(2) Any order for a combination of items in excess of $ 1,500,000.00 or

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

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

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

I.8 AMS 3.2.4-20 INDEFINITE QUANTITY JULY 1996

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not

purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 Jan 2009 (Basic Period); 31 Jan 2010 (Option I); 31 Jan 2011 (Option II); 31 Jan 2012 (Option III) and 31 Jan 2013 (Option IV).

I.9 AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor no later than the expiration date of the current contract period; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 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 5 years.

I.10 AMS 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 current fiscal year. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, 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.

I.11 AMS 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION APRIL 2006

(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://www.dnb.com/; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer 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.

I. 12 AMS 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.

I.13 AMS 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)

(1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However , this requirement does not apply in connection with construction or service contracts.

(2) The [Offeror insert name here_____] will notify the FAA Contracting Officer/AMQ-310 C. COOPER in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.14 AMS 3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APRIL 1996)
In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination.

This Statement is for Information Only: It Is Not a Wage Determination.

Employee Class	Gov Equivalent	Monetary Wage Fringe Benefits	DOL Wage Determination
Electronics Technician I	WG-8	$16.12	SCA Applicable
Electronics Technician II	WG-9	$17.18	SCA Applicable
Electronics Technician III	WG-10	$18.22	SCA Applicable
Computer System Analyst I	GS-9	$20.95	SCA Applicable
Computer System Analyst II	GS-11	$25.35	SCA Applicable
Computer System Analyst III	GS-12	$30.39	SCA Applicable
Engineering Technician I	GS-3	$11.01	SCA Applicable
Engineering Technician II	GS-4	$12.36	SCA Applicable
Engineering Technician III	GS-5	$13.83	SCA Applicable
Engineering Technician IV	GS-7	$17.13	SCA Applicable
Engineering Technician V	GS-9	$20.95	SCA Applicable
Engineering Technician VI	GS-11	$25.35	SCA Applicable
Environmental Technician	GS-7	$17.13	SCA Applicable
Supply Technician	GS-7	$17.13	SCA Applicable
Production Control Clerk	GS-6	$15.42	SCA Applicable
General Clerk I	GS-1	$8.98	SCA Applicable
General Clerk II	GS-2	$10.09	SCA Applicable
General Clerk III	GS-3	$11.01	SCA Applicable

1.15 AMS 3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL OCTOBER 2006

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

(2) Substitution of Personnel.

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

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

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

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

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

I.16 AMS 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.

I.17 AMS 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS JULY 2006

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

(1) Facilities;

(2) Sensitive information; and/or

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

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

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

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

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

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

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

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

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

Regional and Center Contracts:

FAA Mike Monroney Aeronautical Center, ATTN: AMC-700 SSE, 6500 S. MacArthur Blvd., OKC, OK 73169)

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

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

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

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

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy

to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

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

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

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

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

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

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

I.18 AMS 3.14-4 Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (July 2006)

(a) It may become necessary for the Government to 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 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 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, and 701.

(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 at such time they can then be badge. 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 medial, including the PIV card are returned to the SSE.

I.19 AMS 3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JULY 2006)

(a) Sensitive information must be restricted to specific contractors who:
(1) Have a need "to know" to perform contract tasks;
(2) Meet personnel suitability security requirements to access sensitive information; and
(3) Successfully complete a non-disclosure agreement (NDA).
(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:
(1) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
(2) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
(3) Procedures for protecting against co-mingling of information with general contractor data system/files;
(4) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;

(5) Procedures for the reproduction of subject material;
(6) Procedures for reporting unauthorized access; and
(7) Procedures for the destruction and/or sanitization of such material.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

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

3.1.7-2		ORGANIZATIONAL CONFLICTS OF INTEREST		AUGUST 1997
3.1.8-1		CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY		SEPTEMBER 2000
3.1.8-2		PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY		SEPTEMBER 2000
3.2.2.3-33		ORDER OF PRECEDENCE		JULY 2004
3.2.2.3-75		REQUESTS FOR CONTRACT INFORMATION		JULY 2004
3.2.2.7-6		PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT		APRIL 1996
3.2.4-34		OPTION TO EXTEND SERVICES		APRIL 1996
3.2.5-1		OFFICIALS NOT TO BENEFIT		APRIL 1996
3.2.5-3		GRATUITIES OR GIFTS		JANUARY 1999
3.2.5-4		CONTINGENT FEES		OCTOBER 1996
3.2.5-5		ANTI-KICKBACK PROCEDURES		OCTOBER 1996
3.2.5-7		DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.		JUNE 1999
3.2.5-8		WHISTLEBLOWER PROTECTION FOR		APRIL 1996

		CONTRACTOR EMPLOYEES		
3.3.1-1		PAYMENTS		APRIL 1996
3.3.1-5		PAYMENTS UNDER TIME AND MATERIALS AND LABOR HOUR CONTRACTS		APRIL 2001
3.3.1-6		DISCOUNT FOR PROMPT PAYMENT		APRIL 1996
3.3.1-10		AVAILABILITY OF FUNDS		APRIL 1996
3.3.1-15		ASSIGNMENT OF CLAIMS		APRIL 1996
3.3.1-17		PROMPT PAYMENT		JAN 2003
3.3.1-30		PROGRESS PAYMENTS NOT INCLUDED		NOV 1997
3.3.2-1		FAA COST PRINCIPLES		OCTOBER 1996
3.4.1-10		INSURANCE - WORK ON A GOVERNMENT INSTALLATION		JULY 1996
3.4.1-12		INSURANCE		JULY 1996
3.4.1-13		ERRORS AND OMISSIONS		JULY 1996
3.4.2-6		TAXES – CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO		OCTOBER 1996
3.4.2-8		.FEDERAL, STATE, AND LOCAL TAXES –FIXED PRICE CONTRACT		APRIL 1996
3.5-2		NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT		APRIL 1996
3.5-13		RIGHTS IN DATA-GENERAL		OCTOBER 1996
3.5-16		RIGHTS IN DATA-SPECIAL WORKS		APRIL 1996
3.6.1-3		UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS		SEPT 2001
3.6.1-7		LIMITATIONS ON SUBCONTRACTING		SEPTEMBER 2001
3.6.1-9		MENTOR PROTÉGÉ PROGRAM		OCTOBER 2006
3.6.1-11		MENTOR REQUIREMENTS AND EVALUATION		OCTOBER 2006
3.6.2-2		CONVICT LABOR		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
3.6.2-14		EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA		APRIL 2007
3.6.2-16		NOTICE TO THE GOVERNMENT OF LABOR DISPUTES		APRIL 1996
3.6.2-28		SERVICE CONTRACT ACT OF 1965, AS AMENDED		APRIL 1996
3.6.2-30		FAIR LABOR STANDARDS ACT AND SERVICE CONTRAXT ACT ---PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)		APRIL 1996

3.6.2-35		PREVENTION OF SEXUAL HARRASSMENT		AUGUST 1998
3.6.2-37		NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES		APRIL 2007
3.6.3-2		CLEAN AIR AND CLEAN WATER		APRIL 1996
3.6.3-16		DRUG FREE WORKPLACE		JANUARY 2004
3.6.4-10		RESTRICTIONS ON CERTAIN FOREIGN PURCHASES		APRIL 1996
3.7-1		PRIVACY ACT NOTIFICATION		OCTOBER 1996
3.7-2		PRIVACY ACT		OCTOBER 1996
3.8.2-9		SITE VISIT		APRIL 1996
3.8.2-10		PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION		APRIL 1996
3.8.2-11		CONTINUITY OF SERVICES		APRIL 1996
3.8.2-19		PROHIBITION ON ADVERTISING		OCTOBER 1996
3.9.1-1		CONTRACT DISPUTES		NOVEMBER 2002
3.10.1-7		BANKRUPTCY		APRIL 1996
3.10.1-12		CHANGES--FIXED-PRICE		APRIL 1996
ALT I		CHANGES--FIXED-PRICE		APRIL 1996
3.10.1-14		CHANGES – TIME AND MATERIALD AND LABOR HOURS		APRIL 1996
3.10.1-25		NOVATION AND CHANGE-OF-NAME AGREEMENTS		JANUARY 2003
3.10.2-1		SUBCONTRACTS (FIXED PRICE CONTRACTS)		APRIL 1996
3.10.2-3		SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)		APRIL 1006
3.10.3-1		DEFINITIONS		APRIL 2004
3.10.3-2		GOVERNMENT PROPERTY – BASIC CLAUSE		APRIL 2004
ALT 1		GOVERNMENT PROPERTY		APRIL 2004
ALT II		GOVERNMENT PROPERTY		APRIL 2004
3.10.6-1		TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)		OCTOBER 1996
3.10.6-3		TERMINATION (COST REIMBURSEMENT)		OCTOBER 1996
ALT IV		TERMINATION (COST REIMBURSEMENT)		OCTOBER 1996
3.10.6-4		DEFAULT (FIXED PRICE SUPPLY AND SERVICE)		OCTOBER 1996
3.10.6-7		EXCUSABLE DELAYS		OCTOBER 1996
3.13-5		SEAT BELT USE BY CONTRACTOR EMPLOYEES		JANUARY 1999
3.13-10		CONTRACTOR ATTENDANCE AT FAA SPONSORED TRAINING		JANUARY 2003
3.13-11		PLAIN LANGUAGE		JULY 2006

3.14-3		FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES		JULY 2006

PART III - SECTION J - LIST OF ATTACHMENTS

ATTACHMENT		TITLE		DATE	NO. OF PAGES
Attachment 1		FAA Academy Technical Support Services Statement of Work including (22 pages) Appendix A- Contract Support Position Descriptions and Qualifications (18 pages) Appendix B-Contract Terms, Acronyms, and Additional Resources (7 pages)		Oct 23, 2007	47 pages
Attachment 2		DOL Wage Determination 05-2431, Rev. 05		Sep 28, 2007	9 pages
Attachment 3		CLA 1262 FAA Requirements for Screening of Contractor Personnel –Contractor; and FAA Requirements for Screening of Contractor Personnel -Adjudicative Standards -Contractor		JUL 2001	3 pages

PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD CLA.0126 NOV 2000

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330 Educational Services, Technical and Trade Schools.
(2) The small business size standard is $25M.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is NA.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION CLA.4532 MAR 1999

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.3 AMS 3.2.2.3-10 TYPE 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)

K.4 AMS 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.5 AMS 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.

K.6 AMS 3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS APRIL 1996

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers: or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE

MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.7 AMS 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: _____

K.8 AMS 3.5-14 Representation of Limited Rights Data and Restricted Computer Software October 1996

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include any of the aforementioned Alternates in the clause "Rights in Data-General," the offeror's response to this Screening Information Request (SIR) may, to the extent feasible, complete the representation in paragraph (b) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify which of the data qualifies as limited rights data

or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

REPRESENTATION CONCERNING DATA RIGHTS

Offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--
[ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____
_____
_____

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause titled "Rights In Data-General."

K.9 AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS APRIL 1996

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 AMS 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.

K.11 AMS 3.8.2-18 CERTIFICATION OF DATA (OCTOBER 1996)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE DECEMBER 2005

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

3.2.5-2		**INDEPENDENT PRICE DETERMINATION**		**OCTOBER 1996**
3.6.2-5		**CERTIFICATION OF NONSEGREGATED FACILITIES**		**APRIL 1996**
3.6.3-1		**CLEAN AIR AND WATER CERTIFICATE**		**APRIL 2000**

FEDERAL AVIATION ADMINISTRATION
BUSINESS DECLARATION

1. **Name of Firm:** **Tax Identification No.**

2. **Address of Firm:**

3. **Telephone Number of Firm:**

4. **a. Name of Person Making Declaration**

   b. Telephone Number of Person Making Declaration

   c. Position Held in the Company

5. **Controlling Interest in Company** ***("X" all appropriate boxes)***

   ☐ **a. Black American** ☐ **b. Hispanic American** ☐ **c. Native American** ☐ **d. Asian American**

   ☐ **e. Other Minority** ***(Specify)*** ☐ **f. Other** ***(Speci***

   ☐ **g. Female** ☐ **h. Male** ☐ **i. 8(a) Certified** ***(Certification letter attached)*** ☐ **j. Service Disabled Veter**
   Small Business

6. **Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?**
   ☐ **a. Yes** ☐ **b. No** (If "NO," provide the name and telephone number of the person who has this authority.)

7. **Nature of Business** ***(Specify all services/products (NAIC))***

8. ***(a) Years the firm has been in business:*** ***(b) No. of Employees***

9. ***Type of Ownership:*** ☐ ***a. Sole Ownersh*** ☐ ***b. Partnership***

   ☐ ***c. Other*** **(Explain)**

1 ***Gross receipts of the firm for the last three years:*** ***a.1. Year*** ***b.1. Gro***

   a.2. Year Ending: ***b.2. Gro*** ***a.3. Yea*** ***b.3. Gro***

1 **Is the firm a small business?** ☐ **a. Yes** ☐ **b. No**

1 **Is the firm a service disabled veteran owned small business?** ☐ **a. Yes** ☐ **b. No**

1 **Is the firm a socially and economically disadvantaged small business?** ☐ **a. Yes** ☐ **b. No**

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature *b. Date:*

c. Typed Name *d. Title:*

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

L.1 PRE-PROPOSAL CONFERENCE

(a) Prospective offerors are invited and strongly encouraged to attend a pre-proposal conference held at the Mike Monroney Aeronautical Center, Academy STB Bldg 23, Conference Room 114, 6500 S. MacArthur Blvd., Oklahoma City OK 73125. The pre-proposal conference will be held for the purpose of clarifying the requirement, permitting general discussions regarding this solicitation. The scheduled date for the conference is November 19, 2007, beginning at 9:30 PM CST. Reservation will be confirmed within 3 days from receipt of offerors' notification of their intent to attend (RSVP).

(b) Offerors should notify the Contracting Officer of the intent to attend the pre proposal conference. Representation is limited to not more than 2 per company. The list should include each individual's name, title, phone number and name of company represented (also include name of company with which affiliated, if accompanied by a team member or subcontractor). This information should be furnished to the Contracting Officer in writing not later than close of business November 16, 2007.

(c) Offerors may submit written questions to the Contracting Officer no later than November 15 2007 so that they can be placed on the agenda for discussion. Questions should identify specific citations in the solicitation or any of the attachments, if applicable, to ensure that the question is adequately addressed and to ensure that change may be accurately considered. Questions that are submitted by the offeror may be made electronically to Cynthia.cooper@faa.gov or by FAX to AMQ-310 Cynthia Cooper (405) 954-3030. Remarks, explanations, or answers to questions provided at the conference shall not qualify the solicitation terms unless such remarks, explanations, or answers are incorporated in a formal written amendment to the solicitation.

(d) Upon conclusion of the pre-proposal conference, offerors will be permitted to submit written questions to the Contracting Officer regarding the SIR/RFP, or other issues directly related to the solicitation. The FAA will provide responses to all interested parties for questions that are submitted in writing during the pre-proposal conference, within ten workdays of the conference close date/time.

L.2 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This document is a competitive Screening Information Request (SIR)/Request for Proposal (RFP). This requirement is being set aside exclusively for SEDB 8(a) concerns. The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The Procurement Contracting Officer (PCO), is the **sole** point of contact for this acquisition. Address any questions or concerns that you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located on the front page of the SIR/RFP.

(c) A "best value" source selection will be conducted for delivery of Technical Support Services support required for training operations at FAA Academy. *Complete written proposal submissions, including an electronic copy on compact disk (CD) are required.* In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(d) The selection will be determined from FAA review of each volume and evaluation of the representations submitted by each offeror. The offeror must submit the proposal volumes in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M. The source selection will be based on factors that are considered to be "Best Value to the FAA."

(e) Specific attention is invited to **AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors.** The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) In accordance with AMS 3.2.2.3.1.4, offerors who participated in the competitive process will given three working days from receipt of the award notification to request a debriefing. Written requests for debriefing shall be timely and be provided to the PCO.

(g) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

L.3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS WRITTEN DOCUMENTATION

(a) Each offeror will submit information identified as set forth in Table 1 below as well as one complete electronic copy of entire proposal submission on compact disk (CD). The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the format outlined below.

(b) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume (NOTE-if all pages fit in a single binder, the volumes need to be separated only by a TAB page) should be submitted in an individual binder/folder/section.

Table 1. Proposal Organization

Volume	Title	Copies	Page Limit
I	Screening Information Request/ Contract Provisions	1 (return a signed copy of the SIR with all Fill-ins and attachments)	73
*II	Technical Proposal	5	20
	Appendix IIA - Resumes for Key Personnel & Instructors		(no limit)
	Appendix IIB - Quality Control Plan		20
III	Pricing/Past Performance Proposal	3	no limit

*No reference shall be made to prices/costs in Volumes II.

CAUTION: Evaluators will read only up to the page limit as specified for each volume. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

(c) Common items for each volume are:

(1) Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.

(2) Page Printing. Printing may be on one side only. If printing is on both sides of the paper it will be counted as two (2) pages.

(3) Single or double spacing (Offeror's option)

(4) Font: Times New Roman, no smaller than 11 point.

(4) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.

(5) All volumes should be marked "Procurement Sensitive."

(6) All volumes should be bound in three-ring, loose-leaf binders.

(d) **Contract Documentation – Volume I**. This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete Section A, Solicitation, Offer and Award (SF33), blocks 12 through 18; Section B, Supplies or Services and Prices/Costs; and, Section K,

Representations and Certifications, with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in SIR Sections A through K. The FAA may consider offerors who take exception to the terms and conditions of SIR Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers. Return a completed, signed, copy of the complete SIR which includes all Sections A, through M.

All offerors must provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. In addition, identify those individuals authorized to negotiate with the FAA.

(e) **Technical Proposal--Volume II** Technical proposals shall be submitted in 3 separate sections to address Factors 1, 2, and 3 as outlined in Section L.6 below. The technical proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. This proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal. The technical proposal shall be organized according to the following general outline:

A: Table of Contents
B: List of Tables and Drawings
C: Glossary
Cross Reference Matrix
Factor 1:
Subfactor 1.1
Subfactor 1.2
Factor 2:
Subfactor 2.1
Subfactor 2.2
Subfactor 2.3
Factor 3:
Subfactor 3.1
Subfactor 3.2

The technical volume will be limited to 20 pages. The 20 page limit does not apply to Title pages, exhibits, resumes, or quality plan, or does it apply to the preparation of Volume III, Pricing/Past Performance.

Separate Attachments should be submitted as follows:
1. Appendix IIA- Resumes : For all key personnel, including personnel acquired through teaming arrangements. Include the respective agreements that identify the intent to accept employment offers if not currently on staff.

2. Appendix IIB - Draft Quality Control Plan (reference SOW Section 12 entitled *Quality Assurance and Quality Control*).

(f) **Pricing/Past Performance Proposal – Volume III**. Each offeror shall provide cost/price information, and submit a summary of contracts/ subcontracts performed (delivering services within Federal, State or commercial agency) for **Technical Support Services or similar efforts with references. Offerors shall submit their proposal in Schedule B of this SIR for the Contract Line Items (CLINs) for the Basic Period as well as all Option periods. The total of all CLINs (including CLINs with firm quantities as well as CLINs with Estimated Annual Requirements) will be price used to develop each offerors total evaluated price.** In addition, pricing information shall include the submittal of a CD to permit visibility to the spreadsheet(s) that were used to produce the written cost/price information. In the event of discrepancy between the CD and proposal information, the submitted proposal (hard copy) will take precedence.

(1). **Cost/price information** should address the Offeror's estimated price with detail to allow visibility of rates applicable to each CLIN. Each offeror shall, as a minimum, break out cost associated with each Contract Line Item (CLIN), and sub CLIN for the base year, and each option year. In addition, cost/price information shall be provided for each Composite Labor Rate applicable to the designated CLINs in each contract year to include direct labor, labor overhead, general and administrative expense, and profit. A Standard Form 1411 is not required with the initial proposal but may be requested by the Contracting Officer in accordance with Provision L.7, "PRICE INFORMATION".

NOTE: Specific rates will be considered proprietary to the vendor and shall not be released under Freedom of Information if marked proprietary. Failure to provide this rate information with the proposal shall make the proposal unacceptable and shall be removed from further consideration for award.

(2). **Past Performance References**– should include not more than three contracts that represent services similar in relevancy to those described in the attached SOW. This information is required on the offeror and all subcontractors, teaming partners and/or joint venture partners proposed to perform ten (10) percent of the proposed effort based on the total proposed price, or perform aspects of the effort the offeror considers critical to overall successful performance. Offerors are cautioned that the FAA will use data provided by each offeror and data obtained from other sources in the evaluation of past and present performance. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Categorize the relevant information into the specific technical sub-factors used to evaluate the proposal. The summary shall include as a minimum, the following:

- Project name
- Contract Number and Agency issuing the contract
- Contract award date and period of performance
- Dollar value
- Contract Administrator or Liaison, Phone, address and email
- Brief Description of service provided.
- Rationale supporting assertion of contract relevance

Note: The offeror is responsible for verifying references before submission to ensure all information is correct.

L.4 PROPOSAL ACCEPTANCE

(a) Only one proposal from each offeror shall be considered.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFQ which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.5 SOURCE SELECTION

The government intends to use the tradeoff process to determine the proposal that represents the "best value to the FAA." Each timely and complete submittal will be reviewed and assessed to determine the offer that is considered to represent the appropriate balance of the technical representations (capability), price (realism), and past performance. ***The technical capability is more important than the price. The FAA intends to use the past performance references to validate the accuracy of the past performance history for risk assessment.***

L.6 TECHNICAL FACTORS

The FAA will evaluate Technical Factors 1, 2, and 3 where Factor 1 is more important than Factors 2 and 3, and Factor 2 is more important than Factor 3.

FACTOR 1 - UNDERSTANDING OF FAA ACADEMY NATIONAL AIRSPACE SYSTEM (NAS) TECHNICAL SERVICES DIVISION REQUIREMENTS

Purpose: To assess the Offerors understanding of the requirements to provide experienced qualified technical personnel to augment FAA Academy NAS Technical Services Division in the completion of its tasked activities.

Sub-factor 1.1 - Understanding the Requirement - Offerors shall present their understanding of the requirements to provide experienced qualified technical personnel to augment FAA Academy NAS Technical Services Division in the completion of its tasked activities. Include actual exhibits whenever possible and explain how the exhibit has been validated.

Resumes for qualified technical personnel should describe background, experience, education (including degrees and major areas of study), publications, licenses, certifications, and professional recognition.

Sub-factor 1.2 – Technical Personnel Utilization. Offerors shall present a knowledge and understanding of all facets of technical personnel support and assistance as defined in the SOW and Appendix A. Include actual exhibits whenever possible and explain how the exhibit has been validated.

FACTOR 2 - PROJECT MANAGEMENT

Purpose: To assess the Offeror's understanding of the requirements for the project management, administrative support and quality control.

Sub-factor 2.1 – Understanding of Project Management Requirements
Offerors must explain their understanding of the Project Management and administrative responsibilities to fulfill the requirements of the SOW and Appendix A. Identify the anticipated administrative staff, their responsibilities or delegated authority and describe the rationale for this structure. Describe the process and personnel who will be responsible for contract administration and invoicing. Include actual exhibits whenever possible and explain how the exhibit has been validated.

Sub-factor 2.2 - Project Management Authority and Quality Control:
Identify Project Manager's span of control, teaming arrangement, grouping of functions, and external support. Offerors must provide information on the approach to be taken to respond effectively to changes in shifts or changes in workload levels, changes necessitating by directives, or unexpected requirements for new task assignments. Offerors shall submit a Draft Quality Control Plan as defined in the SOW, Section 10. Include actual exhibits whenever possible and explain how the exhibit has been validated.

Sub-factor 2.3 – Transition Plan: The Offeror must provide a detailed transition plan to discuss the following:

(a) A milestone schedule of critical goals and dates of achievement for each event necessary for the contractor to successfully transition to full performance.

(b) Identify the titles of contractor personnel expected to participate during the transition period.

FACTOR 3 - CORPORATE RESOURCES AND HUMAN RESOURCE MANAGEMENT

Purpose: To assess the Offeror's organization and proposed staffing plan for operational support, to identify internal resources and availability, corporate support and human resource management policies, and practices. Teaming arrangements should be described including submittal of the agreement, and letters of intent for resources pursued.

Sub-factor 3.1 - Corporate Resources
Provide the Corporate organizational chart showing the placement of the Project Manager and operational support staff and identify the internal personnel available to directly perform the SOW requirements. Include a detailed staffing plan for obtaining qualified technical support personnel. Describe how partnering, consortia, subcontracting, and similar arrangements will be utilized to meet/enhance capacity and capability. Include actual exhibits whenever possible and explain how the exhibit has been validated.

Resumes for the Project Manager as well as all key personnel supporting operations should describe background, experience, education, publications, licenses, certifications, and professional recognition.

Sub-factor 3.2 – Human Resource Management Plan
Describe the corporate personnel policies and practices. Summarize the recruitment and retention plans, workforce diversity, historical and projected turnover of personnel. Describe the performance, appraisal, promotion, bonuses, incentives, standards of conduct, job flexibility, human relations, and compensation plan. Include actual exhibits whenever possible and explain how the exhibit has been validated.

L.7 PRICE INFORMATION

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit SF 1411 Certified Cost or Pricing data to support the cost/price. At the time of proposal due date, the offeror is required to provide the pricing data detailed at L.3 Part f(1) as this is part of the best value evaluation process. If after receipt of offers it is determined that adequate price competition does not exist, certified, detailed, cost or pricing data will be required.

(b) Notwithstanding the existence of adequate price competition, the FAA may request additional detailed cost or pricing data to ensure the reasonableness of an Offeror's proposed price(s).

(c) If additional cost and pricing data is required, the offeror shall provide current, complete and accurate cost or pricing data within ten (10) calendar days after receipt of the contracting officer's request.

L.8 PAST PERFORMANCE

Offerors are cautioned that the FAA may use the data provided by other sources in assessing risk associated with past performance and experience. Offerors may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

L.9 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR

(a) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for review at that time. Examples of the areas that may be investigated and evaluated are listed below:

(1) Technical capability
(2) Quality assurance
(3) Financial capability

(4) Accounting systems
(5) Other, as appropriate

(b) Offeror's are advised that accomplishment of this survey is a part of the evaluation process and is not to be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.

L.10 TYPE OF CONTRACT

The FAA contemplates award of a hybrid contract, with Firm Fixed Price and Labor Hour CLINs. CLIN 0002 will be priced by an annual fixed amount; CLINs 0003-0020 and 0022 will be priced utilizing a fixed-price hourly rate; and CLIN 0021 will be reimbursed in accordance with Federal Travel Regulations and Clause CLA 4531 of this document. The pricing arrangement will apply to respective option CLINs. Reimbursement of cost is contingent on representation of allowable expense for Travel Costs in accordance with FAA Travel Policy and provisions of the contract.

L.11 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors' will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.12 COST INFORMATION (JAN 1997) CLA.0169

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.

L.13 AVAILABILITY OF FUNDS (JAN 1997) CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation 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 Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.14 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS CLA.4533 (JAN 1997)

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.15 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002) CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or

offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation

L.16 AMS 3.2.2.3-20 Electronic Offers **July 2004**

(a) The offeror (you) may submit responses to this SIR by the following electronic means e-mail only. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
(e) Send your offer electronically to cynthia.cooper@faa.gov.
(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

L.17 AMS 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) Offeror's 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.

L.18 AMS 3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number **April 2006**

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).

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

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

3.1.7-4		**ORGANIZATIONAL CONFLICT OF INTEREST SIR PROVISION – SHORT FORM**		**MARCH 2006**
3.2.2.3-1		**FALSE STATEMENTS IN OFFERS**		**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**
3.2.2.3-11		**UNNECESSARILY ELABORATE SUBMITTALS**		**JULY 2004**
3.2.2.3-12		**AMENDMENTS TO SCREENING**		**JULY 2004**

		INFORMATION REQUESTS (SIR)		
3.2.2.3-14		LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS		JULY 2004
3.2.2.3-16		RESTRICTION ON DISCLOSURE AND USE OF DATA		APRIL 1996
3.2.2.3-17		PREPARING OF OFFERS		JULY 2004
3.2.2.3-18		EXPLANATION TO PROSPECTIVE OFFERORS		JULY 2004
3.2.2.3-19		CONTRACT AWARD		JULY 2004
3.3.1-30		PROGRESS PAYMENTS NOT INCLUDED		NOVEMBER 1997
3.13-4		CONTRACTOR IDENTIFICATION NUMBER – UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER		AUGUST 1997

PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT AWARD

(a) Offers will be evaluated and contract award made on the basis of "best value" to the Government.
(b) Each offer will be evaluated on the basis of its technical merit, past performance and price, with technical being more important than past performance and past performance being more important than price/cost. Separate technical, past performance and price/cost proposals are required as described in Section L. If any portion of the work is to be performed by a subcontractor, offerors must include in their technical proposal supporting documentation describing each subcontractor's qualifications and detailed pricing information to support the subcontractor costs. Evaluation will also include an assessment of risk as stated in M.5, "Past Performance and Risk Assessment." Subjective judgment on the part of the FAA is implicit in the evaluation process.
(c) All offers will be subjected to a detailed technical and price/cost evaluation by FAA Teams, which will rate each offer in accordance with a pre-established evaluation plan.
(d) Technical proposals will be evaluated, rated, and scored in accordance with a pre-established evaluation plan. The factors to be evaluated are listed in provision M.3 in descending order of importance. Likewise, the sub-factors identified under each factor are listed in descending order of importance. A less than satisfactory rating received in any factor may render the offeror unacceptable for further consideration in the selection process. In evaluating proposals, the Government intends to award without discussions. However, if discussions are deemed necessary they may be conducted as written or oral discussions with any and/or all offerors, and may reduce the offerors participating in the competition to only those offerors most likely to receive award. 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.
(e) Price/cost proposals will not be rated or scored, but evaluated on the basis of completeness, reasonableness, and realism.
(f) The offer that provides the overall "best value" to the government will be selected. Therefore, the successful offer may not necessarily be the lowest priced offer. Technical competency and past performance are more important than price. However, the price may become relatively more important if the difference in technical scores and past performance ratings is minimal.
(g) Because several proposals are anticipated, uniformity of proposals is essential to ensure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR. Failure to conform to all requirements expressed may be cause for rejection

without further evaluation or discussion. Any offer found to be grossly deficient will be eliminated before detailed rating of the offer (i.e., the offer does not represent a reasonable effort to address all elements of the SIR, SOW, and specification which would clearly demonstrate that the offeror does not understand the requirements of the SIR, SOW, and specification and would require an extensive rewrite before it could be considered acceptable for evaluation).

(h) Additional information may be requested from offerors whose proposals the government considers reasonably susceptible to being made acceptable. The information may clarify or supplement, but not basically change the offer as submitted. For the purpose of clarifying or supplementing, the government may discuss any such offer with its submitter. In addition, the government reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and price/cost. Offerors are cautioned not to minimize the importance of a detailed response in any area because of its order of importance, or due to its lack of a scoring feature.

(i) The FAA will make a single award to the responsible offeror who is determined to be the "Best value to the FAA" based upon Tradeoff source selection procedures. In making this "best value" decision, the Selection Official will consider technical factors, price and past performance information consistent with M.1(b) above.

M.2 AMS 3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 TECHNICAL EVALUATION

(a) Factors will be rated by the evaluation team using the rating scale below, and the total assessment of technical merit among competing offerors will be ranked. The factors listed below are listed in descending order of importance and will be used to evaluate technical proposals. Technical Factor 1 is more important than Factor 2 and 3 and Factor 2 is more important than Factor 3. The factors are identified below:

FACTOR 1 - Understanding of FAA Academy National Airspace System (NAS) Technical Services Division Requirements
FACTOR 2 - Project Management
FACTOR 3 - Corporate Resources and Human Resource Management

(b) The burden is on the vendor to provide a complete and thorough proposal. A rating will be accessed for each technical factor by identifying strengths, weaknesses, and deficiencies in the proposed response for each factor/sub factor. Each factor will be rated by the evaluation team on a rating scale as follows: 4 = Outstanding, 3 = Commendable, 2 = Good, 1 = Marginal, and 0 = Unsatisfactory. Team ratings for each factor will be weighted to establish a score for each factor.

4.0 = OUTSTANDING: Offeror's proposal shows proven track record of highly effective project management, tools, processes and structures to meet the all the requirements of this sub-factor. Appropriate documentation of successful prior efforts and assurance of ability to implement effectively and in a timely manner support the ability to perform these requirements.

3.0 = COMMENDABLE: Offeror's proposal is thorough, clear, feasible and well documented, including relevant exhibits. The critical aspects of the SOW for this sub-factor are addressed adequately, assuring ability to implement effectively and in a timely manner. The majority of requirements are validated by documentation of successful prior performance.

2.0 = GOOD: Offeror's proposal provides a broad description of how its organization will address this sub-factor. While addressing most of the SOW requirements for this sub-factor, the feasibility of effective implementation may be questionable. Documentation does not support full performance.

1.0 = MARGINAL: Offeror's proposal gives an adequate but sometimes vague description of the organization's approach to accomplish most of the SOW requirements, but is missing one or more of the key elements of this sub-factor. Documentation is either not included or does not provide validation or evidence of ability to perform.

0 = UNSATISFACTORY: The submittal fails to address at least one aspect of the evaluation factor or if all factors are addressed, the submittal displays a lack of competence and/or is illogical. The response fails to adequately identify the competency or capability to meet the SOW requirements. Numerous weaknesses and/or deficiencies are noted, and indicate that performance will fail to meet SOW requirements.

(c) The technical proposal will be evaluated as a whole document therefore, all relevant information contained in the proposal will be considered by the evaluation team in their rating of any given factor.

(d) Statements that the offeror understands, can, or will comply with all statements in the SOW or paraphrasing the SOW requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc., will be considered insufficient.

(e) The depth of the proposed personnel should include resumes and should be identified as a separate volume to the technical submittal; and by separate page count. Resumes for qualified technical personnel should, as a minimum, include the following:

- Name of required person
- Proposed Labor/Role/Responsibility
- Education (in reverse chronological order with attendance dates, degree(s)/certifications received, major field(s) of study).
- Relevant experience (in reverse chronological order with employer and title of position, starting and ending dates (month/year) and a concise description of experience related to the requirements of their proposed position.

M.4 PRICE ANALYSIS

(a) Total Cost/Price Evaluation: The Offeror's cost/price proposal for Contract Line Item (CLIN) 0002 shall represent the actual quantity times the unit price for the specific CLIN in order to arrive at a total fixed price per CLIN. The Offeror's cost/price proposal for CLINs 0003 through 0020 and 0022 shall represent the estimated annual requirements quantity times the hourly composite rate for the specific CLIN in order to arrive at an estimated total price per CLIN. The same evaluation methodology will apply to all option periods. Finally, the Offeror's total proposed price will be calculated as the sum of all CLINs utilizing the methodology described above, including the Government estimated total dollars provided for travel (CLIN 0021 as well as corresponding Option CLINs). Evaluation of options shall not obligate the Government to exercise the option(s). The Government may determine that an offer is unacceptable if prices are significantly unbalanced. The cost/price proposal will not be scored although the volume will be ranked among offerors.

(b) The separate price/cost proposals in support of all items identified in Section B will be reviewed for completeness of data, reasonableness of allocation, realism of cost, realistic information and balanced pricing. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of

the SIR. If reasonableness of price is not determined through adequate price competition, then the FAA will require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

1. Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information as requested in ***Section L, Provision L.3*, Paragraph (f).**
2. Reasonableness – Price analysis will be performed to determine the reasonableness of the offeror's price proposal. Reasonableness will be based on the total cost/price.
3. Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.
4. Unrealistically Low Costs or Prices: Unrealistically low proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.
5. Unbalanced Pricing: Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk, and could result in payment of unreasonable high prices. Unbalanced pricing exists when, despite an acceptable total evaluation price, the price of one or more CLINs is significantly over or under as indicated by the application of cost or price analysis techniques. The Government may analyze offers to determine whether they are unbalanced with respect to separately priced line item. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

M.5 PAST PERFORMANCE AND RISK ASSESSMENT

(a) The past performance rating represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the technical factors and sub-factors. In determining relevance, consideration will be given to previous and current contract performance that is similar in scope to the work described in the Statement of Work, which is an attachment to this solicitation. This information may include data on efforts performed by other division, critical subcontractors or teaming contractors, if such resources will be brought to bear or efforts performed for agencies of the federal state or local governments and commercial customers. As a result of an analysis of those risks, negative aspects and positive aspects of past performance identified, each offeror will receive an integrated Performance Confidence Assessment rating for the Past Performance factor. In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonableness and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

(b) Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contract or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

(c) Each offeror will receive one of the ratings described below for the Past Performance factor:

Rating	Description
HIGH CONFIDENCE	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
SIGNIFICANT CONFIDENCE	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
UNKNOWN CONFIDENCE	No performance record is identifiable.
LITTLE CONFIDENCE	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

(d) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result will receive a "Unknown Confidence" rating for the Past Performance factor.

M.6 EVALUATION OF OFFERS FOR SINGLE AWARD (JULY 2007) CLA.0250

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.