SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER ☐ Yes ☐ No	RATING	PAGE 1	OF PAGES 36	
2. CONTRACT NO.	3. SOLICITATION NO. DTFACT-08-R-00028	4. THIS IS A 100% Small Business Set-Aside YES ☒ NO	5. DATE ISSUED 07/28/2008	6. REQUISITION/PURCHASE NO. CT-08-00288-51

7. ISSUED BY:
FAA William J. Hughes Technical Center
Service Acquisitions Group, AJP-7552
Atlantic City International Airport, NJ 08405

8. ADDRESS OFFER TO (*If other than Block 7*)
Same as block no. 7.

SOLICITATION

9. Offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in FAA Wm. J. Hughes Technical Center, Contracts Branch, Tech Bldg., 4th floor,, Atlantic City Int'l Airport, NJ 08405 Until 2 p.m. (Hour) local time 08/11/2008 (Date)

***See Section L for detailed submission requirements**

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:	A. NAME KAREN T. MERCER	B. TELEPHONE NO. (*Include area code*) (NO COLLECT CALLS) 609-485-6747

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OFFER *(must be fully completed by Offeror)*

12. In compliance with the above, the undersigned agree, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule

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

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

15A. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (*Type or print*)	
15B. TELEPHONE NO. (*Include area code*)	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 DATA	
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (*4 copies unless otherwise specified*)	ITEM
24. ADMINISTERED BY (*if other than item 7*)		25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (*Type or print*)		27. UNITED STATES OF AMERICA	28. AWARD DATE

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

Contractor to provide all labor, equipment and materials to obtain a new Supplemental Type Certificate (STC data package). The contractor shall be the STC holder and allow the FAA WJHTC to use the STC without additional cost once obtained. Certification shall be for the modification of a Bombardier Global 5000, BD-700-1A11, S/N 9160 requiring the installation of several antennas, as specified in Section C, Scope of Work. The contractor shall arrange for and/or conduct the necessary conformity inspections for final certification. Actual installation of antennas is planned to be performed by federal employees located at the FAA WJHTC in accordance with contractor provided installation instructions. However, offerors are invited to quote on the installation of antennas and a best value judgment will be made by the Contracting Officer.

All, some, or none of the following contract line items may be awarded after offers are received.

CLINS	Services	Qty	Unit	Unit Price	Amount
001	Obtain STC per Section C Scope of Work	1	Certification	$_____	$_____
002	Installation kit for installation of antennae	1	Installation kit	$_____	$_____
003	Installation of antennae	1	Installation	$_____	$_____

PART I - SECTION C
SCOPE OF WORK

Supplemental Type Certificate
For Antenna Installation
On BD-700-1A11 Aircraft

The FAA William J Hughes Technical Center operates a fleet of aircraft which serve as airborne laboratories providing research and development flight testing of systems designed to improve the National Airspace System. All aircraft in the fleet have been modified for this purpose. The newest aircraft (a Bombardier Global 5000, BD-700-1A11, S/N 9160) requires the installation of several antennas which require obtaining a new Supplemental Type Certificate (STC) to install.

1. Project Specifications

The contractor shall obtain a FAA STC for:

a. Replacing the existing bottom mounted Dorne and Margolin DMNI 50-6-2 Omni-Directional TCAS antenna with an 8 bolt Aviation Communication and Surveillance System (ACSS) AT-910 (P/N 7514081-914) antenna. The new antenna shall be located in the same location as the old antenna.
b. Installation of one Sensor Systems S65-5366-7L antenna on top of the fuselage at or near Flight Station (FS) 595.
c. Installation of one Sensor Systems S65-5366-7L antenna on top of the fuselage at or near Flight Station (FS) 695
d. Approval to interchange either or both Sensor Systems S65-53667L with an Aero Antenna AT129-1 and/or AT130-1.
e. This STC is for structural installation only. Antenna cable routing design and installation is beyond the scope of this effort.
f. The contractor shall be the STC holder and allow the FAA WJHTC to use the STC without additional cost once obtained.

The contractor shall provide three copies of all relevant documentation, to include, but not limited to:

a. Approved STC Data Package
b. Design and Analysis Data (including Fatigue and Damage Tolerance)
c. Instructions for Parts Fabrication
d. Updated Aircraft Weight and Balance
e. Installation Instructions
f. Approved Instructions for Continued Airworthiness
g. Maintenance Manual Supplements
h. Illustrated Parts Catalog Supplements
i. Inspection Program Supplements

2. Government Furnished Equipment

The Government will make available:

a. A Bombardier Global 5000 BD-700-1A11 aircraft, S/N 9160, FAA Registration number N47, at the William J Hughes Technical, at a date agreed to at contract award but no later than September 1, 2008.
b. All antennas specified in Paragraphs 1(a-d) in either new or FAA certified serviceable condition
c. Reasonable access to the aircraft during modification design stage (with prior notification)
d. Global 5000 type rated flight crew for any required flight tests of the aircraft up to and including Vmo.

3. Other Government Furnished Equipment

The FAA WJHTC operates an FAA Certified Repair Station (MV1R336K) and has the capability to fabricate common, field producible parts (doublers, spacers, mounting plates etc.) and perform installation of the antennas. The FAA WJHTC will fabricate all common, field producible parts to the specifications provided by the contractor and install the antennas per installation instructions provided by the contractor. During fabrication and installation, the contractor may have qualified personnel on site to witness and oversee the process. The contractor shall arrange for and/or conduct the necessary conformity inspections for final certification.

4. Contractor Requirements

In order to qualify for this contract, the contractor must show competence in this type of project. As a minimum, the contractor must:

a. Be the current or previous holder of an STC which installed exterior fuselage mounted antennas on a civil aircraft certified under Code of Federal Regulations Title (CFR) 14, (Part) 25. The aircraft on which the STC was obtained must be a jet powered, high speed, high altitude, business class aircraft with a Maximum Gross Weight of at least 25,000 pounds and less than 100,000 pounds.
b. Show experience in FAA approved Fatigue and Damage Tolerance analysis for such antenna installations.

5. Delivery Schedule
The contractor shall obtain final FAA STC approval within 270 days of contract award.

PART I - SECTION D
PACKAGING AND MARKING

WJHTC 3.10.1-1 Preservation, Packaging, and Marking (August 2002)

The Contractor shall ensure all deliverables (e.g., reports, materials, hardware, and software, etc.) applicable to this contract and all Delivery Orders issued under this contract, if applicable, are prepared for shipment in accordance with the contractor's best commercial practice to protect delivery to the government from damage, contamination, and deterioration during shipping and handling. All deliverables must contain the name of the contractor, contract number, delivery order number, description of items contained therein, consignees' name and address, and if applicable, packages containing software or other magnetic media shall be marked on external container with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

NOTE: If more than one package is shipped, it shall be marked "1 of ___." etc.

End of Section D

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

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

(End of provision)

3.10.4-4 Inspection of Services—Both Fixed-Price and Cost Reimbursable (April 1996)

E.1 Inspection and Acceptance

The Government will review and verify that all deliverables associated with a delivery order issued under this contract fulfill the requirements and standards stated in this contract and associated delivery order.

The FAA Contracting Officer's Technical Representative (COTR) will inspect all deliverables at destination. The COTR will notify the contractor and report to the Administrative Contracting Officer (ACO) that all work for that deliverable has been completed in a satisfactory manner.

COTR:

Mr. Armando Gaetano
Federal Aviation Administration
William J. Hughes Technical Center
FAA Flight Program Team (AJP-787)
Atlantic City International Airport
Atlantic City, NJ 08405
Phone: (609) 485-5895

End of Section E

PART I - SECTION F
DELIVERIES OR PERFORMANCE

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** (October 1996)
3.10.1-11 **Government Delay of Work** (April 1996)

F.1 Delivery Schedule
The contractor shall obtain final FAA STC approval within 270 days of contract award

WJHTC 3.10.1-5 **Place of Delivery** (August 2002)

All deliverables and reports specified in the Statement of Work and Task Deliverables and Durations shall be submitted to the attention of the cognizant Contracting Officer's Technical Representative (COTR) listed in section E.

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

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").

3.3.1-25 Mandatory Information For Electronic Funds Transfer (Eft) Payment - Central Contractor Registration (CCR) (JUNE 2001)

3.10.1-22 Contracting Officer's Technical Representative (January 2008)

G.1 Interpretation or Modification

No oral statement of any person, and no written statement of anyone other than the Contracting Officer, or his/her authorized representative shall modify or otherwise effect the terms or meaning of the schedule or specifications. All requests for interpretation or modification shall be made in writing to the Contracting Officer.

G.2 Contractor's Trusted Agent

Contractor shall provide the name and title of the representative who will service as the Trusted Agent under this contract. The Trusted Agent is the individual who has been empowered to participate in the Personal Identity Verification (PIV) registration and issuance process. They perform the duties such as examination of Form 1-9 "Employment Eligibility Verification" documentation photograph and fingerprinting applicants, and forwarding required security forms to the FAA William J. Hughes Technical Center, ACT-8 Personnel Security Specialists.

_____	_____
Name	Title

G.3 Invoicing Procedures – General

(a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit the following documentation as part of each invoice:

(1)Name and address of the contractor
(2)Invoice date.
(3)Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
(4)Description, quantity, unit, unit price and extended price for services performed.
(5)Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or on a proper notice of assignment).
(6) Any other information or documentation required by the contract.

For the purposes of financial tracking the contractor's invoice should provide the following information (if not already provided in items 1 through 6 above). The invoice should reflect all the expenditures to date for the entire contract (cumulative expenses) and the funds remaining with regard to funding allocations and budgets.

One original invoice:	FAA/AAC ACCTG DOT/FAA AMZ-110 PO Box 25710 Oklahoma, OK 73125
One copy of the Invoice to:	Federal Aviation Administration William J. Hughes Technical Center Flight Program Group Attn: Armando Gaetano; AJP-787 Atlantic City International Airport, NJ 08405
One copy of the Invoice to:	Federal Aviation Administration William J. Hughes Technical Center Acquisition Services Group Attn: Karen Mercer, AJP-7951 Atlantic City International Airport, NJ 08405

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 SECURITY REGULATIONS

During the period of this contract, the contractor and his personnel shall abide by all applicable security, traffic, and airport regulations in effect at the FAA, William J. Hughes Technical Center, Atlantic City International Airport, New Jersey while on-site. Technical Center traffic rules and regulations are consistent with the motor vehicle laws of the State of New Jersey and are enforced by Center Security Police and local enforcement authorities.

PART II - SECTION I
CONTRACT CLAUSES

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").

3.1.7-5	**Disclosure of Conflicts of Interest** (May 2001)
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)
3.2.2.7-8	**Disclosure of Team Arrangements** (April 2008)
3.2.2.8-1	**Material Requirement** (October 2007)
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)
3.2.5-8	**Whistleblower Protection for Contractor Employees** (April 1996)
3.2.5-13	**Contractor Code of Business Ethics and Conduct** (April 2008)
3.2.5-14	**Display of Hotline Poster(s)** (April 2008)
3.3.1-1	**Payments** (April 1996)
3.3.1-15	**Assignment of Claims** (April 1996)
3.3.2-1	**FAA Cost Principles** (October 1996)
3.5-1	**Authorization and Consent** (April 1996)
3.5-2	**Notice and Assistance Regarding Patent and Copyright Infringement** (April 1996)
3.5-3	**Patent Indemnity** (April 1996)
3.5-13	**Rights in Data--General** (October 1996)
3.5-13/alt2	**Rights in Data--General Alternate II** (October 1996)
3.5-13/alt3	**Rights in Data--General Alternate III** (October 1996)
3.5-13/alt5	**Rights in Data--General Alternate V** (October 1996)
3.6.2-4	**Walsh-Healey Public Contracts Act** (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)
3.6.2-28	**Service Contract Act of 1965, as Amended** (April 1996)
3.6.2-31	**Fair Labor Standards Act and Service Contract Act-Price Adjustment** (April 1996)
3.6.2-39	**Trafficking in Persons** (January 2008)
3.6.3-1	**Clean Air and Water Certification** (April 2000)
3.6.3-11	**Toxic Chemical Release Reporting** (April 2008)
3.6.3-16	**Drug Free Workplace** (January 2004)
3.6.3-17	**Efficiency in Energy-Using Products** (April 2008)

3.6.4-2	**Buy American Act--Supplies** (July 1996)
3.6.4-10	**Restrictions on Certain Foreign Purchases** (April 1996)
3.9.1-1	**Contract Disputes** (November 2002)
3.9.1-2	**Protest After Award** (August 1997)
3.9.1-3	**Protest** (November 2002)
3.10.1-7	**Bankruptcy** (April 1996)
3.10.1-12	**Changes--Fixed-Price** (April 1996)
3.10.1-12/alt5	**Changes--Fixed-Price Alternate V** (April 1996)
3.10.1-13	**Changes--Cost-Reimbursement** (April 1996)
3.10.1-25	**Novation and Change-of-Name Agreements** (October 2007)
3.10.6-1	**Termination for Convenience of the Government (Fixed Price)** (October 1996)
3.10.6-4	**Default (Fixed-Price Supply and Service)** (October 1996)
3.13-5	**Seat Belt Use by Contractor Employees** (January 1999)
3.13-11	**Plain Language** (July 2006)
3.14-3	**Foreign Nationals as Contractor Employees** (April 2008)

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

(End of clause)

3.3.1-33 **Central Contractor Registration** (January 2008)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

(a) Method of payment.
(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?
(i) Accept payment by check or some other mutually agreeable method of payment; or
(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

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

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

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

(e) Liability for uncompleted or erroneous transfers.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(End of clause)

3.6.2-39 Trafficking in Persons (January 2008)

(a) Definitions:

"Coercion," as used in this clause, means:
(i) Threats of serious harm to or physical restraint against any person;
(ii) Any Scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(iii) The abuse or threatened abuse of the legal process.

"Commercial sex Act," as used in this clause, means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee," as used in this clause, means an employee of a contractor or subcontractor directly engaged in the performance of work under a FAA contract.

"Involuntary servitude," as used in this clause, means a condition of servitude induced by means of:
(i) Any scheme, plan, or pattern intended to cause a person to believe that if the person did not enter into or continue in such conditions, that person or another person would suffer harm or physical restraint; or
(ii) The abuse or threatened abuse of the legal process.

"Severe trafficking of persons," as used in this clause, means:
(i) Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced has not attained 18 years of age; or
(ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking," as used in this clause, means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) The contractor will establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking of persons, procurement of sexual acts, or use forced labor in the

performance of this contract.

(c) The contractor will take action to ensure that all contractor and subcontractor employees are aware of laws, regulations, and polices, to include actions taken by the contractor if violated, regarding severe forms of trafficking of persons, procurement of sexual acts, or use of forced labor.

(d) The contractor must notify the contracting officer of:
(1) Any information it receives that alleges an employee or subcontractor employee has engaged in conduct that violates this policy; and
(2) Any actions taken against the employee or subcontractor employee.

(e) In addition to other remedies available to the FAA, the contractor's failure to comply with the requirements of this clause may render the contractor subject to:
(1) Required removal of a contractor or subcontractor employee from the performance of the contract;
(2) Suspension of contract payments;
(3) Loss of award fee for the period of noncompliance;
(4) Termination for default; or
(5) Suspension or debarment.
(f) The contractor must include the substance of this clause in all subcontracts for performance of work under a FAA contract.

(End of Clause)

3.9.1-1 **Contract Disputes** (November 2002)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

3.9.1-2 Protest After Award (August 1997)

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

(1) Cancel the stop-work order; or

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

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

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

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

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

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

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

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

(End of clause)

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

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

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (April 2008)

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

(1) Facilities;

(2) Sensitive information; and/or;

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

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

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

Position:	Risk Level
Engineers	Level I; Escort Required. No access to FAA sensitive information systems, or resources.
Mechanic	Level I: Escort Required. No access to FAA sensitive information systems, or resources.

(c) If a National Agency Check with Inquiries (NACI) is required under paragraph (b) for a given position, the contractor will submit to the SSE the following documentation within 15 business days after contract award (or modification if this provision is being added to an existing contract) for each employee requiring access (provided no previous background investigations can be supported as described below):

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

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

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

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment

Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification.

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

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

Headquarters Contracts:

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

Regional and Center Contracts:

Federal Aviation Administration
William J. Hughes Technical Center
Civil Aviation Security Division, ACT-8
Atlantic City International Airport
Atlantic City, NJ 08405

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

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

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

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

(g) As applicable, the contractor must submit bi-annual reports to the CO with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contract and subcontract employees who have access to FAA facilities, sensitive information, or information systems and are currently supporting the contract, and a separate listing of all terminated contract or subcontract employees.

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

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

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

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

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

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

(n) The CO will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the CO and COTR for each contract within five (5) business days of contract award.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

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

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

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold $200.00 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 Civil Aviation Security Division, ACT-8. 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 William J Hughes Technical Center 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 the Civil Aviation Security Division, ACT-8 by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: Federal Aviation Administration, William J. Hughes Technical Center, Civil Aviation Security Division, ACT-8, Atlantic City International Airport, Atlantic City, NJ 08405. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check

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

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aviation Security Division. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Security at (609) 485-5210.

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

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

(End of Clause)

3.14-5 Sensitive Unclassified Information (SUI) (July 2007)

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

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:
(1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
(2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
(3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
(4) Procedures for protecting against co-mingling of information with general contractor data system/files;
(5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
(6) Procedures for the reproduction of subject material;
(7) Procedures for reporting unauthorized access; and
(8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Technical Data Solutions (FedTeDS): Except for those items noted by the CO, SUI will be made available to offerors through FedTeDS. FedTeDS provides a secure environment for the distribution of SUI information to vendors.
(1) FedTeDS can be found at www.fedteds.gov.

(2) Vendors will utilize FedTeDS to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
(3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedTeDS.
(4) As FedTeDS uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully registered in CCR (www.ccr.gov) prior to seeking access to SUI through FedTeDS.
(5) Instructions and guides on usage of FedTeDS can be found at www.fedteds.gov.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

Attachment I – Business Declaration

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

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").

3.2.5-2 **Independent Price Determination** (October 1996)
3.6.2-5 **Certification of Nonsegregated Facilities** (April 1996)

3.2.2.3-70 **Taxpayer Identification** (July 2004)
(a) Definitions.

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

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

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

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

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

(d) Corporate Status.

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

(e) Common Parent.

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

(End of provision)

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

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

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

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

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

OR

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

[End of Provision]

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.

(End of provision)

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

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

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)

The offeror represents as a part of this offer that the offeror:

is [ ] or is not [ ] a regular dealer in, or

is [ ] or is not [ ] a manufacturer of, the supplies offered.

(End of provision)

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

(a) Definition.

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

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

Listed End Product Listed Countries of Origin

_____ _____
_____ _____
_____ _____

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

(End of Clause)

3.13-4 Contractor Identification Number; Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

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

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

DUNS OR DUNS+4 NUMBER: _____

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

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

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

(End of provision)

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

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").

3.2.2.3-1 **False Statements in Offers** (July 2004)
3.2.2.3-12 **Amendments to Screening Information Requests** (July 2004)
3.2.2.3-14 **Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
3.2.2.3-16 **Restricting, Disclosing and Using Data** (July 2004)
3.2.2.3-17 **Preparing Offers** (July 2004)
3.2.2.3-18 **Prospective Offeror's Requests for Explanations** (July 2004)
3.2.2.3-19 **Contract Award** (July 2004)
3.13-4 **Contractor Identification Number—Data Universal Numbering System (DUNS) Number** (April 2006)

3.1.9-1 Electronic Commerce and Signature (July 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between
i. Contracts written on paper and contracts in electronic form;
ii. Pen-and-ink signatures and electronic signatures; and
iii. Other legally-required written records and the same information in electronic form.

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

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

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

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

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

(End of Clause)

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means; fax or e-mail. 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 fax number (609) 485-4088 or e-mail address: Karen.Mercer@FAA.Gov.
(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a firm-fixed price contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

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

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

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

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

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

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

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

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

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

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

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

(f) Protests shall be filed at:

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

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

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

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

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

(End of provision)

L.1 DEFINITIONS

(a) Wherever the word "bidder" appears it shall mean "offeror".

(b) Wherever the word "bid" appears it shall mean "offer".

(c) In this part, wherever the word "submittals" appears it shall be meant to include, to the extent called for in the solicitation, a completed SF 1442 with price(s) and acknowledgment of amendments, completed bid schedules, qualifications data, product data, product samples, bid bond, completed Representations and Certifications part, Business Declaration Form, and other requirements specified in the solicitation.

L.2 OFFEROR'S SUBMISSION

Offeror's submission shall consist of the following:

a. Page Nos. 1 and 2 (SF-1442) fully executed;
Part I - Section B fully executed.
Project history showing conformance to requirements as outlined in Section M
Section K of SIR
Acknowledged amendment(s) (if applicable);

Any submission received at the William J. Hughes Technical Center, Acquisition Services Group, AJP-7952, 4th floor, Atlantic City International Airport, New Jersey 08405, after 2:00 P.M. on August 11, 2008 , will not be considered, unless the conditions under Provision No. 3.2.2.3-14, Late Submissions, Modifications, and Withdrawals of Submittals, apply.

All questions regarding all requirements of the request for offer must be submitted in writing by August 1, 2008. Send questions to Karen Mercer at the WJH Technical Center, Acquisition Services Group, AJP-7952, Atlantic City International Airport, NJ, 08405. Phone No. 609-485– 6747, Fax. No. 609-485-4088, or through email at karen.mercer@faa.gov

IMPORTANT NOTE: Offerors are advised of the heightened security at the FAA WJH Technical Center. Outside visitors will not have access to the facility to hand-deliver proposals unless they are in possession of a valid DOT/FAA photo ID. Therefore, proposals should be mailed to the attention of the FAA Contract Specialist identified in Section L.4 of this SIR. Additionally, offerors are reminded of the requirements contained in AMS Clauses 3.2.2.3-13 "Submission of Information/Documentation/Offers" and 3.2.2.3-14 "Late Submissions, Modifications, and Withdrawals of Submittals".

L.3 PREPARATION OF SUBMITTALS

(a) Offers are expected to examine all drawings, specifications, schedules, and instructions carefully and in their entirety. Failure to do so will be at the offeror's risk.

(b) Offers shall submit their price proposal on the Standard Form (SF) 1442, in Item No. 17, or on copies of that form. The offer shall print or type its name and manually sign and date the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. The person signing the form must initial each erasure or change appearing on the form.

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

M.1 Contract Award

(a) Award shall be made to technically acceptable low responsible offeror whose proposal responds to all the terms and conditions of this solicitation. To be determined responsible, an offeror must:

- have adequate resources (financial, technical, etc.) to perform the contract, or the ability to obtain them.
- be able to comply with the required or proposed delivery or performance schedule, considering all existing business commitments
- have a satisfactory performance record
- have a satisfactory record of integrity and business ethics.

The technical evaluation criteria are all of equal importance and award will be based on the technically acceptable, lowest priced offer received. Failure of an Offeror to address all the criteria will render a proposal ineligible for award.

(b) The technical proposals will be evaluated in accordance with the evaluation criteria set forth in the solicitation as stated below:

1. Has successfully completed a similar type and scale STC
2. Has demonstrated fatigue and damage tolerance expertise

(c) The Government may reject any or all submittals if such action is in the public interest and waive informalities and minor irregularities in offers received.

(d) A submittal in response to this solicitation should contain the offeror's best terms, including best price offer.

(e) A submittal that proposes on CLIN 003 for the installation of antennas must provide copies of certification of Certified Aircraft Mechanics that will perform the installation, Airframe & Powerplant (A& P) at a minimum.

A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party.