

2. AMENDMENT/MODIFICATION NO 0001	3. EFFECTIVE DATE 07/12/2004	4. REQUISITION/PURCHASE REQ NO. AC-04-00497	5. PROJECT NO (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
FAA, MIKE MONRONEY AERONAUTICAL CENTER Aviation, Medical, & Training Team AMQ-310 P O BOX 25082 OKLAHOMA CITY OK 73125-4929			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO DTFA-AC-04-R-00022
	X	9B. DATED (SEE ITEM 11) 06/23/2004
		10A. MODIFICATION OF CONTRACT/ORDER
		10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [1] copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
	E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <input type="checkbox"/> copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This amendment is issued to correct administrative errors and to extend the closing date of the solicitation.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY: (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

1. Reference Section B:

The cost reimbursable not-to-exceeds are added to solicitation line item numbers 016, 017, 018, 034, 035, 036, 052, 053, 054, 070, 071, 072, 088, 089, 090.

2. Reference Section I:

Corrected date of provision 3.2.5.7 ANTI-KICKBACK PROCEDURES (OCTOBER 1996)

Deleted provision 3.2.5-11 DRUG FREE WORKPLACE (APRIL 1996).

Provision 3.6.3-2, deleted statement (APPLICABLE TO CONTRACTS THAT EXCEED \$100,000)

Corrected provision number 3.9.1-3 PROTEST AFTER AWARD (NOVEMBER 2002)

3. Reference Section K:

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

K.1(2) is changed to state "The small business size standard is 500 employees."

4. Reference Section L:

Provision L.2(a) is revised to delete the reference to "Table 1".

Provision L.2(b) is revised to add the number of copies required for the cost/price proposals and the technical proposals.

Provision L.2 paragraphs are renumbered.

Provision L.2(c) - Delete the statement, "In addition to the number of copies set forth in Table 1 above, the offeror shall submit, on a 3.5" diskette(s), a copy of the spreadsheet(s) used to produce the written cost/price, information."

Provision L.2(d) - Delete the statement, "(Offeror's history of management of services contracts exceeding a minimum of 125 employees) and (Offeror's history of contracts with yearly minimums exceeding \$1 million dollars per year)".

5. Reference Section M:

Provision M.1(e) - Delete the reference to "oral presentations".

Provision M.3(c) - Delete the references to "Phase-in costs" and "CLINs 2.0 through 46, and 50 through 54".

Provision paragraph M.3(f) is changed to Provision paragraph M.3(d).

6. The closing date of the solicitation is extended:

FROM: 07/21/2004 1530 CST TO: 07/23/2004 1530 CST

SOLICITATION, OFFER AND AWARD			PAGE OF PAGES 1 10		
1. CONTRACT NO.	2. SOLICITATION NUMBER DTFAAC-04-R-00022	3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	4. DATE ISSUED 06/23/2004	5. REQUISITION/PURCHASE NUMBER AC-04-00497	
6. ISSUED BY AMQ-310 CONTRACTING TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 380 OKLAHOMA CITY OK 73125		CODE AMQ0310-ARC	7. ADDRESS OFFER TO (If other than Item 6) FAA, BID & PROPOSAL OFFICER (AMQ-140) ROOM 321, MULTI-PURPOSE BUILDING 6500 SOUTH MacARTHUR BOULEVARD OKLAHOMA CITY, OK 73169		

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

SOLICITATION

8. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until 1530 CT local time 07/21/2004
(Hour) (Date)

CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL	A. NAME Sandra M Fink	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Sandra.M.Fink@faa.gov
		AREA CODE 405	NUMBER 954-8860	EXT.	

10. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	20
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICE/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	11	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	32
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	11	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	33
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	11	<input checked="" type="checkbox"/>	L	INSTR., CONDS., AND NOTICES TO OFFERORS	38
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	12	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	42
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	13				

OFFER (Must be fully completed by offeror)

NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period.

11. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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.

12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
---------------------------------	----------------------	----------------------	----------------------	-------------------

13. ACKNOWLEDGEMENT 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

14A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	--

14B. TELEPHONE NUMBER	14C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	15. SIGNATURE	17. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by CONTRACT AUTHORITY)

18. ACCEPTED AS TO ITEMS NUMBERED	19. AMOUNT	20. ACCOUNTING AND APPROPRIATION	
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
23. ADMINISTERED BY (If other than Item 6)	CODE	24. PAYMENT WILL BE MADE BY	CODE
25. NAME OF CONTRACTING OFFICER (Type or print)		26. CONTRACT AUTHORITY (Signature of Contracting Officer)	27. AWARD DATE

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>AAM-630-4-0062 David Palmerton, x45500 Delivery: 06/15/2004 Mark For: (EDIT_MARK_FOR_HERE)</p> <p>FOB: Destination Delivery Location Code: A6973E3M A6973E3M 6973E3 FAA AERO CENTER, AAM-600 AEROMED RESEARCH DIV, RM-270 CAMI PO BOX 25082 OKLAHOMA CITY OK 731250082 US</p> <p>B.1 Base Year - The contractor shall furnish all necessary personnel, facilities, and materials (except as specified as Government-furnished property or services), including travel and subsistence, necessary to provide technical support, studies, evaluations, and analysis in accordance with the attached Performance Work Statement and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.</p>				
001	Aircraft Mechanic Estimated 100 hours @ \$ per hr				
002	Engineering Tech Estimated 2080 hours @ \$ per hr				
003	Biological Science Lab Technician Estimated 1000 hours @ \$ per hr				
004	Biological Science Lab Technologist Estimated 4160 hours @ \$ per hr				
005	BioStatistician Estimated 400 hours @ \$ per hr				
006	Computer Programmer Level II Estimated 500 hours @ \$ per hr				
007	Data Analyst Estimated 4160 hours @ \$ per hr Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DTFAAC-04-R-00022

PAGE

OF

3

10

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
008	Data Technician Estimated 500 hours @ \$ per hr				
009	Health Care Professional Estimated 1 hour @ \$ per hr				
010	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$ per hr				
011	Mathematical Tech Estimated 400 hours @ \$ per hr				
012	Research Chemist Estimated 1000 hours @ \$ per hr				
013	Senior Physiologist Estimated 500 hours @ \$ per hr				
014	Water Survival Training Specialist Estimated 1 hour @ \$ per hr				
015	Lifeguard Estimated 40 hours @ \$ per hr				
016	Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00				
017	Independent Research in accordance with Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00				
018	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-04-R-00022

PAGE 4 OF 10

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	B.2 Option Year I - The contractor shall furnish all necessary personnel, facilities, and materials (except as specified as Government-furnished property or services), including travel and subsistence, necessary to provide technical support, studies, evaluations, and analysis in accordance with the attached Performance Work Statement and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.				
019	Aircraft Mechanic Estimated 100 hours @ \$ per hr				
020	Engineering Tech Estimated 2080 hours @ \$ per hr				
021	Biological Science Lab Technician Estimated 500 hours @ \$ per hr				
022	Biological Science Lab Technologist Estimated 4160 hours @ \$ per hr				
023	BioStatistician Estimated 1 hour @ \$ per hr				
024	Computer Programmer Level II Estimated 1000 hours @ \$ per hr				
025	Data Analyst Estimated 4160 hours @ \$ per hr				
026	Data Technician Estimated 500 hours @ \$ per hr				
027	Health Care Professional Estimated 500 hours @ \$ per hr				
028	Industrial Hygienist Environmental Health Specialist Estimated 2000 hours @ \$ per hr				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED.

DTFAAC-04-R-00022

PAGE

OF

5

10

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
029	Mathematical Technician Estimated 200 hours @ \$ per hr				
030	Research Chemist Estimated 1000 hours @ \$ per hr				
031	Senior Physiologist Estimated 1 hour @ \$ per hr				
032	Water Survival Training Specialist Estimated 200 hours @ \$ per hr				
033	Lifeguard Estimated 40 hours @ \$ per hr				
034	Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00				
035	Independent Research in accordance with Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00				
036	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00				
	B.1 Option Year II - The contractor shall furnish all necessary personnel, facilities, and materials (except as specified as Government-furnished property or services), including travel and subsistence, necessary to provide technical support, studies, evaluations, and analysis in accordance with the attached Performance Work Statement and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.				
037	Aircraft Mechanic Estimated 100 hours @ \$ per hr				
038	Engineering Tech Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-04-R-00022

PAGE

OF

6

10

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Estimated 2080 hours @ \$ per hr				
039	Biological Science Lab Technician Estimated 1000 hours @ \$ per hr				
040	Biological Science Lab Technologist Estimated 800 hours @ \$ per hr				
041	BioStatistician Estimated 200 hours @ \$ per hr				
042	Computer Programmer Level II Estimated 1 hour @ \$ per hr				
043	Data Analyst Estimated 4160 hours @ \$ per hr				
044	Data Technician Estimated 500 hours @ \$ per hr				
045	Health Care Professional Estimated 1 hour @ \$ per hr				
046	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$ per hr				
047	Mathematical Tech Estimated 1 hour @ \$ per hr				
048	Research Chemist Estimated 1000 hours @ \$ per hr				
049	Senior Physiologist Estimated 500 hours @ \$ per hr				
050	Water Survival Training Specialist Estimated 1 hour Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DFFAAC-04-R-00022

PAGE 7 OF 10

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	@ \$ per hr				
051	Lifeguard Estimated 40 hours				
	@ \$ per hr				
052	Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00				
053	Independent Research in accordance with Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00				
054	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00				
	B.1 Option Year III - The contractor shall furnish all necessary personnel, facilities, and materials (except as specified as Government-furnished property or services), including travel and subsistence, necessary to provide technical support, studies, evaluations, and analysis in accordance with the attached Performance Work Statement and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.				
055	Aircraft Mechanic Estimated 1 hour				
	@ \$ per hr				
056	Engineering Tech Estimated 2080 hours				
	@ \$ per hr				
057	Biological Science Lab Technician Estimated 500 hours				
	@ \$ per hr				
058	Biological Science Lab Technologist Estimated 4160 hours				
	@ \$ per hr				
059	BioStatistician Estimated 100 hours				
	@ \$ per hr				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-04-R-00022PAGE OF
B 10

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
060	Computer Programmer Level II Estimated 1 hour @ \$ per hr				
061	Data Analyst Estimated 4160 hours @ \$ per hr				
062	Data Technician Estimated 500 hours @ \$ per hr				
063	Health Care Professional Estimated 1 hour @ \$ per hr				
064	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$ per hr				
065	Mathematical Tech Estimated 300 hours @ \$ per hr				
066	Research Chemist Estimated 1000 hours @ \$ per hr				
067	Senior Physiologist Estimated 100 hours @ \$ per hr				
068	Water Survival Training Specialist Estimated 1 hour @ \$ per hr				
069	Lifeguard Estimated 40 hours @ \$ per hr				
070	Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00				
071	Independent Research in accordance with Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-04-R-00022

PAGE 9 OF 10

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00				
072	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00				
	B.1 Option Year IV - The contractor shall furnish all necessary personnel, facilities, and materials (except as specified as Government-furnished property or services), including travel and subsistence, necessary to provide technical support, studies, evaluations, and analysis in accordance with the attached Performance Work Statement and other terms, conditions and provisions referenced herein. The contractor will be paid for services performed in accordance with the following price schedule.				
073	Aircraft Mechanic Estimated 1 hour @ \$ per hr				
074	Engineering Tech Estimated 2080 hours @ \$ per hr				
075	Biological Science Lab Technician Estimated 500 hours @ \$ per hr				
076	Biological Science Lab Technologist Estimated 4160 hours @ \$ per hr				
077	BioStatistician Estimated 200 hours @ \$ per hr				
078	Computer Programmer Level II Estimated 1000 hours @ \$ per hr				
079	Data Analyst Estimated 4160 hours @ \$ per hr				
080	Data Technician Estimated 500 hours @ \$ per hr				
081	Health Care Professional Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DTFAAC-04-R-00022

PAGE

OF

10

10

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Estimated 500 hours @ \$ per hr				
082	Industrial Hygienist/Environmental Health Specialist Estimated 2000 hours @ \$ per hr				
083	Mathematical Tech Estimated 1 hour @ \$ per hr				
084	Research Chemist Estimated 1000 hours @ \$ per hr				
085	Senior Physiologist Estimated 500 hours @ \$ per hr				
086	Water Survival Training Specialist Estimated 1 hour @ \$ per hr				
087	Lifeguard Estimated 40 hours @ \$ per hr				
088	Hosting Conference in accordance with Statement of Work paragraph 2.2 Cost Reimbursable Not-to-exceed \$50,000.00				
089	Independent Research in accordance with Statement of Work paragraph 2.3 Cost Reimbursable Not-to-exceed \$250,000.00				
090	Travel reimbursable in accordance with provision H.7 Not-to-exceed \$2,300.00				

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

See Attached Statement of Work.

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 clause entitled:

3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (SEPTEMBER 2002)

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

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997) CLA.0168

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. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 ACCELERATED DELIVERY (JAN 1997) CLA.1817

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

F.3 DELIVERY SCHEDULE

(a) The Government requires delivery of the reports under this contract within the time limits stated below beginning on the date of contractor's receipt of order providing funding and with the order to proceed on the task:

(b) It is assumed that Order(s) issued under this contract will be received by the contractor in at least 10 calendar days after issuance by the Government. Accordingly, the delivery time for delivery orders issued hereunder will be increased to reflect the assumed transmission time.

F.4 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is from August 16, 2004 - August 15, 2005 and four one-year options, if exercised.

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)
 3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)

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 INVOICING PROCEDURES - GENERAL (JULY 1997)

CLA.0135

- (a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

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

(1) One copy to: FAA, Mike Monroney Aeronautical Center
 Contract Management Team (AMQ-340)
 P.O. Box 25082
 Oklahoma City, OK 73125

(2) Two copies to: FAA, Mike Monroney Aeronautical Center
 AEROMED Research Division (AAM-630)
 PO Box 25082
 Oklahoma City OK 73125-0082

- (b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
 (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
 (3) Extended totals for invoiced quantities.

G.3 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.4 WAIVER OF WITHHOLDING (SEP 2001)

CLA.4546

Funds shall not be withheld from contract payments as described in subparagraph (a) (2) of AMS clause 3.3.1-5 "Payments Under Time-and-Material and Labor-Hour Contracts."

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

3.3.1-25 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT - CENTRAL CONTRACTOR REGISTRATION (CCR) (JUNE 2001)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (JUL 2001) CLA.0069

Upon learning that contractor personnel with authorized access to FAA facilities/resources has been charged by a law enforcement agency for any criminal offense other than minor traffic offense, the contractor shall provide written notification within one workday to the Contracting Officer. The Contracting Officer (CO) shall then notify the FAA Servicing Security Element (SSE) AMC-700 at the Aeronautical Center in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less. The contractor will be notified of the impact that the charge or results of the charge have on the contractor's affected personnel as soon as a determination is provided to the CO by the SSE.

H.2 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.3 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.

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

H.4 FAA FACILITY REGULATIONS (JULY 2001)

CLA.3402

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

H.5 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES AND VEHICLE DECALS (NOV 2003)

CLA.3403

(a) It may become necessary for the Government to issue keys, identification (ID) 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, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID 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, ID card, or vehicle decal not returned. If the keys, ID 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 and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID 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 Civil Aviation Security 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 identification card on the front portion of their body between the neck and waist.

(1) Prior to any contractor personnel obtaining any pass or ID, the contractor shall submit complete documentation required under Clause entitled Security - Unescorted Access Only.

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause 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 the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm. 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security 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.

(3) The contractor is responsible for each ID card issued for their personnel. The project manager can receive ID cards by signing the back of the DOT Form 1681 for all new applicants. ID cards may be issued to the applicant upon receipt of a completed DOT Form 1681 that has been approved by AMC-700 and signed by the project manager and the applicant on the back of the form. Each DOT Form 1681 will be retained by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final clearance is accomplished for all departing contract personnel. Final clearance will be accomplished by close of business the final workday of the contract employee or the next day under special conditions. Aeronautical Center Form AC 3370-2, Contract Employee Clearance Form will be completed by the contractor and copies will be distributed to the COTR, CO, and AMC-700 after completion.

H.6 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.7 REIMBURSEMENT OF TRAVEL COSTS (DEC 2003)

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 incurred and charged as a direct contract cost. All travel related expenses claimed for reimbursement shall be separately identified by individual, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items for reimbursement 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 FAA's Travel Policy (FAATP), as amended, issued by the Federal Aviation Administration and maintained on its website, <http://www2.faa.gov/aba/html tp/index.html>. 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 FAATP 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.8 SECURITY FORMS SUBMITTAL REQUIREMENTS (NOV 2003)

CLA.4545

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause entitled Security - Unescorted Access) security forms with the required transmittal letter

the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

(b) The applicable security forms are located on the Internet at <http://amq.mmac.faa.gov/security.asp> except for the Fingerprint Charts (Form No. FD-258) and ID Card Applications (DOT Form 1681) which will be provided by the COTR after contract award.

(c) Any discrepancies/incomplete forms shall be returned to the contractor's Project Manager or in lieu thereof, to the Government's Contracting Officer's Technical Representative (COTR) for return to the contractor.

(d) Failure on the contractor's part to submit complete, accurate and timely information (in whole or in part) may be grounds for termination under the Default clause of this contract.

H.9 QUALIFICATIONS OF EMPLOYEES (DEC 2002)

CLA.4552

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 shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.10 SECURITY - UNESCORTED ACCESS ONLY (SEPTEMBER 2003)

CLA.4554

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources include a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element, which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have 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 listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-1 and/or 409, pertain.

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

<u>Position</u>	<u>Risk Level</u>
Data Technician	1
Laboratory Technician	1
Engineering Technician	1
Life Guard	1

(d) Not later than 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, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

(1) Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

(2) One single sheet fingerprint card (FD-258). The FAA SSE will provide information pertaining to the location of fingerprinting facilities. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60-day period preceding the submission.

(3) The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 4 of FAA Order 1600.72, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for whom a previous background investigation was completed the Contractor shall 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 and approximate date the previous background investigation was completed.

(4) The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

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

(5) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall 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. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, and
(2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the

Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(l) In addition to the above mentioned quarterly report requirements, the Contractor shall submit to the SSE on or before the fifth day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) 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 shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) 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.

(k) 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 security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) 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 4, paragraph 403g, 403i-1, and 409 of FAA Order 1600.72 do not apply.

(m) All contractor personnel involved with the performance of this contract requiring access as defined by this clause, in performance of this contract, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

(n) Aliens and foreign nationals proposed under this contract who have access to FAA sensitive information, facilities and/or resources must meet the following conditions in accordance with FAA Order 1600.72, chapter 4, paragraph 407: (1) must have resided within the United States for 3 consecutive years of the last 5 years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72, chapter 4, paragraph 409(b)(3); (2) a risk or sensitivity level designation can be made for the position; and (3) the appropriate security screening can be adequately conducted.

H.11 CONTRACTOR TESTIMONY

All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and/or performed under, this contract; or (b) any information provided by any party to assist the Contractor in the performance of this contract, shall be immediately reported to the Contracting Officer. Neither the Contractor nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

H.12 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK

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.

PART II - SECTION I - CONTRACT CLAUSES**I.1 CEILING PRICE (JAN 1997) CLA.0120**

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 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.

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

(d) Certificate holder address:

FAA, Mike Monroney Aeronautical Center
Contract Management Team, 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.

3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through August 15, 2005.

(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, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 hour, 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 4160 hours

(2) Any order for a combination of items in excess of 16,942 hours; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(e) If this is a requirements contract, 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.

(End of clause)

3.2.4-19 Requirements (October 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's

requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 September 30, 2004.

(End of clause)

3.2.4-19/alt1 Requirements Alternate I (October 1996)

If the requirements contract is for nonpersonal services and related supplies and covers estimated requirements that exceed a specific Government activity's internal capability to produce or perform, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activity's requirements for supplies and services specified in the "Schedule" that exceed the quantities that the activity may itself furnish within its own capabilities.

3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

3.2.4-35 Option to Extend the Term of the Contract (April 1996)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

(End of clause)

3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the "Schedule" by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the "Schedule", the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the "Schedule" prescribes otherwise, the hourly rates in the "Schedule" shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the "Schedule" and they are required for overtime work that is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute. If the "Schedule" provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with the Federal Aviation Administration's (FAA) "Contract Cost Principles" in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with FAA "Contract Cost Principles." The Contractor shall be reimbursed for items and services purchased directly for the contract only. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts incurred by the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the

subcontract, if the costs are included in the hourly rates payable under (a) (1) above.

(3) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the "Schedule" and the Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the "Schedule", the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the "Schedule", and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the "Schedule", unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the "Schedule" has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the completion voucher or completion invoice and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 2 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(End of clause)

3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)

(a) Definitions.

(1) Act, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

(2) Contractor, as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term Government Prime Contractor.

(3) Service employee, as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c) (2) (ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c) (2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division

retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with subpart D of 29 CFR Part 4

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the

minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act-

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under

this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names, of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by P. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision-

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the "Disputes" clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the

employees or their representatives.

(End of clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

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

Employee class Monetary Wage-Fringe Benefits

Aircraft Mechanic: Dept. of Labor equivalent: Aircraft Mechanic, WG-10, \$ 20.41/hr.

Engineering Technician: Dept. of Labor equivalent: Engineering Technician V, GS-9, \$18.54/hr

Biological Science Laboratory Technician: Dept. of Labor equivalent: Biological Technician, GS-7, \$16.36/hr

Biological Science Laboratory Technologist: Dept. of Labor equivalent: Medical and Clinical Laboratory Technologist, GS-9, \$ 20.70/hr.

Biostatistician: Dept. of Labor equivalent: Statistician, GS-12, \$ 27.44/hr.

Computer Programmer Level II: Dept. of Labor equivalent: Computer Programmer Level II, GS-7, \$ 16.00/hr.

Data Analyst: Dept. of Labor equivalent: Medical Records and Health Information Technicians. GS-9, \$18.50/hr.

Data Technician: Dept. of Labor equivalent: Data Entry Keyer, GS-5, \$ 12.54/hr.

Health Care Professional: Dept. of Labor equivalent: Registered Nurse, GS-11, \$ 23.19/hr.

Industrial Hygienist/Environmental Health Specialist: Dept. of Labor equivalent: Environmental Scientists and Specialists, GS-13, \$ 33.76/hr.

Mathematical Technician: Dept. of Labor equivalent: Mathematical Technician, GS-11, \$21.35/hr.

Research Chemist: Dept. of Labor equivalent: Biochemist, GS-12, \$29.66/hr.

Senior Physiologist: Dept. of Labor equivalent: Medical Scientist, GS-13, \$ 30.12/hr.

Water Survival Training Specialist: Dept. of Labor equivalent: Technical Writer, GS-11, \$24.83/hr

Life Guard: Dept. of Labor equivalent: Life Guard, GS-5, \$14.50/hr.

(End of clause)

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) 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.

(End of clause)

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- 3.1.7-5 DISCLOSURE OF CONFLICTS OF INTEREST (MAY 2001)
- 3.2.2.3-33 ORDER OF PRECEDENCE (JANUARY 1999)
- 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (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 (APRIL 1996)
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 1996)
- 3.2.5-7 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (APRIL 1996)
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
- 3.3.1-1 PAYMENTS. (APRIL 1996)
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
- 3.3.1-9 INTEREST (APRIL 1996)
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
- 3.3.1-17 PROMPT PAYMENT (JANUARY 2003)
- 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)
- 3.6.1-1 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (APRIL 1996)
- 3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (APRIL 1996)
- 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)
- 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (JANUARY 1998)
- 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 (JANUARY 1998)
- 3.6.3-2 CLEAN AIR AND CLEAN WATER. (APRIL 1996)
- 3.6.3-16 DRUG FREE WORKPLACE (JANUARY 2004)
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)
- 3.9.1-1 CONTRACT DISPUTES (NOVEMBER 2002)
- 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)
- 3.10.1-12 CHANGES--FIXED-PRICE (APRIL 1996)
- 3.10.1-14 CHANGES--TIME AND MATERIALS OR LABOR HOURS (APRIL 1996)
- 3.10.1-7 BANKRUPTCY (APRIL 1996)
- 3.10.3-2 GOVERNMENT PROPERTY - BASIC CLAUSE (APRIL 2004)
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)
- 3.10.6-3/alt5 TERMINATION (COST-REIMBURSEMENT) ALTERNATE V (OCTOBER 1996)
- 3.10.6-4 DEFAULT (OCTOBER 1996)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
Statement of Work		05/07/2004	23 pages
Direct Hourly Labor Rates			2 pages
Wage Determination		08/28/2003	9 pages

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

3.2.2.3-2 Minimum Offer Acceptance Period (January 2004)

- (a) The FAA needs a minimum acceptance period of 60 calendar days before awarding a contract. However, offerors in your response to this SIR may request a different minimum acceptance period. Your request must clearly indicate why you need a different period, and what that different period is. The CO may reject any alternate minimum acceptance period.
- (b) If the FAA accepts your proposed minimum acceptance period, you agree to fully perform your offer starting at your earliest noted calendar day.
- (c) This provision supersedes any language about any acceptance period mentioned elsewhere in this SIR.

(End of provision)

3.2.2.3-10 Type of Business Organization (January 2004)

By checking the applicable box, Offerors (you) represent that

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

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

(End of provision)

3.2.2.3-70 Taxpayer Identification (August 1998)

(a) Definitions.

(1) "Common parent," as used herein, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) "Corporate status," as used herein, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used herein, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). The FAA will use this information for the purpose of collecting and reporting on any delinquent amounts arising out of the respondent's relation with the Federal Government. This is pursuant to 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, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due 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 all 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.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.3-76 Representation- Release of Contract Information (April 2002)

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

(b) As an aid in responding to requests for information, this provision facilitates the review and screening process used in determining the releasability of the contract(s) in whole or in part. Accordingly, the offeror's response to this SIR relative to potential release of information contained in any resultant contract is set forth at (c) below.

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror represents that--(1) It has made a complete review of its submittal(s) in response to this SIR and that no exemption from mandatory release under FOIA exists, and, (2) It has no objection to the release of any contract it may be awarded in whole or in part resulting from this SIR.

OR

The offeror represents that its submittal(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, the offeror represents that--(1) It has specifically identified via placement of restrictive markings on any sensitive documents submitted in response to this SIR such as trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2) It, as the party that provided the information, has furnished the contracting officer by separate letter concurrent with this submittal detailed information specifically listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke an exemption to the FOIA.

[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)

3.2.2.3-23 Place of Performance (April 1996)

(a) The offeror, in the performance of any contract resulting from this Screening Information Request (SIR), intends, does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this submittal.

(b) If the offeror checks 'intends' in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance Name and Address of Owner
(Street, Address, City, and Operator of the Plant or
County, State, Zip Code) Facility if Other than Offeror

(End of provision)

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.

(End of provision)

3.6.3-10 Certification of Toxic Chemical Release Reporting (August 1998)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Offeror check each block that is applicable.]

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

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

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

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

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or

possession over which the United States has jurisdiction.

(End of provision)

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.

(End of provision)

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

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 500 employees.

(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 500 employees.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT CLA.4532
CERTIFICATION (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.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section E, Clause 3.1-1.

3.2.5-2 Independent Price Determination (October 1996)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)

3.6.3-1 Clean Air and Water Certification (April 2000)

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

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) 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) 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 do 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.

(c) This document constitutes a formal SIR for which an award may be made without further discussions/negotiations. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

PART I - TECHNICAL PROPOSAL

(a) Each offeror will submit information as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the format outlined below.

*No reference shall be made to prices/costs in the technical proposal.

(b) Common items for each volume are:

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

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

(3) Font: no smaller than 12 point

The original cost/price proposal and two copies are required. The original technical proposal and two copies are required.

(c) Contract Documentation. 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 RFO Sections A through K. The FAA may consider offerors who take exception to the terms and conditions of RFO Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers.

(d) Cost/Price Information. Each offeror shall provide cost/price information to include sufficient details related to the Offeror's estimated price. Cost/price information shall provide visibility of fringe benefits rates applicable to each labor category. Offerors' attention is directed to additional and separate cost/price information required by Clause H.5, Direct Hourly Labor Rate, through accomplishment/completion of Attachment 3 to the RFO, NOTE--Specific direct hourly labor rates will be considered proprietary to the vendor and shall not be released under Freedom of Information or other types of release of information. When establishing composite hourly rates for professional employees, offerors should keep in mind AMS Provision 3.6.2-15 entitled "Evaluation of Compensation for Professional Employees" found in Section M.

(e) Factor 1: Past Performance and Experience

(1) Offerors shall provide a list of all relevant past and present contracts performed for Federal, State, or Local Governments or commercial sources within the past five (5) years involving effort of similar complexity. The list shall include the administrative data identified in (e)(3) below. Where an offeror has no relevant past performance or experience, see M.2(d)(1).

(2) Offerors may select no more than six (6) relevant contracts for which to provide past and present contract performance information which summarizes contractual efforts the offeror considers relevant to this acquisition. The past and present contract performance information should demonstrate the Offeror's ability to perform the proposed effort. This information should cover work performed by critical subcontractors or teaming contractors only if such resources will be brought to bear on or significantly influence the performance of the proposed effort. Offerors should address performance problems (e.g., cure

notices, contract disputes, terminations for default, litigation, adverse administrative findings by government agencies at the federal, state, or local levels, etc.) as well as performance successes (e.g., technical innovations, awards, etc.). Offerors should limit their discussion of performance experience to two (2) pages for each contract selected for submission in response to this SIR. Performance experience summaries may be tailored to address the Offeror's performance experience in relation to each of the following evaluation areas:

- (i) Management
- (ii) Expertise in providing services in managing personnel in XXXXXXXX service type contracts, retention of qualified personnel, and incentives to retain key personnel.
- (iii) Scope of Supervision required on multi-task contracts with employees working in different areas.
- (3) Administrative Data:
 - (i) Offeror Name (Company/Division)
 - (ii) Contract Number and Contract Type
 - (iii) Contracting Agency or Business (FAA, NASA, DOD, State or Local Agencies)
 - (iv) Original contract dollar value and final contract dollar value (including options)
 - (v) Original completion date and final (or current) completion date
 - (vi) A brief description of the contract effort
 - (vii) Largest number of employees associated with direct contract effort
 - (viii) Name, address, telephone and FAX numbers for the government

Contracting Officer (procuring or administrative); for non-government contracts, provide the name, address, telephone and FAX numbers of business point of contact, liaison, etc. The offeror is responsible for verifying references before submission to ensure all information is correct.

CAUTION: Offerors are cautioned that the FAA will use the data provided by other sources in evaluating past performance and experience pursuant as well as data provided pursuant to L.2-PART I--(e)(1)-(2). 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.

(f) Factor 2: Ability to Recruit Technical Research Personnel

(1) Provide examples of how technical research personnel would be or have been recruited in the past and the length of time required to fill these positions. Describe contacts with industry, university, or other agency personnel.

(2) Submit resumes of key personnel. Include name, present position or title, experience in managing contracts for similar services of scope and size (include duration or length of all experience), educational background, and training in sufficient detail to facilitate evaluation of qualifications and technical or management competence. For each resume, the offeror shall specify the individual's availability to perform this effort by identifying:

- (i) Whether the individual is being proposed for other positions in response to other RFOs/RFPs;
 - (ii) Whether the individual is already assigned other major projects and how they will be made available for this effort; and
 - (iii) Whether the person identified in the resume has given a firm commitment to accept the position.
 - (iv) A "good faith effort" that key personnel will remain in their respective positions for a minimum of one (1) year.
- Individual resumes are limited to no more than two (2) pages.

(g) Factor 3: Expertise in Developing Independent Research Teams to Investigate an Assigned Task

(1) Provide examples of how an independent research team would be formed and how personnel would be selected to conduct assigned research initiatives. In accordance with the Performance Work Statement, the contractor will develop, manage, conduct and report on research projects that may utilize government or non-government facilities and equipment. This research may be conducted in any area of aerospace medicine including aircraft cabin safety & evacuations, aircraft cabin environment physiology, biodynamics, vision, accident investigation, forensic toxicology, chemical & biological protection, molecular biochemistry, and mathematical modeling.

(h) Factor 4: Experience and/or understanding of the Requirements and Services Needed to Conduct Conferences, Seminars, Symposiums, and Colloquiums

(1) Describe or provide examples of hosting, managing, and conducting research related conferences, seminars and meetings. This support may include the administration of background and support material, arranging facilities and equipment, coordinating and funding accommodations, arranging and funding for non-government guest lecturers and scientific advisors, provide organizational, administrative and clerical support to include post-meeting activities and documentation.

L.3 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.4 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) Offerors 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.5 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/RFO 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.

3.2.4-1 TYPE OF CONTRACT (April 1996)

The FAA contemplates award of a labor hours type contract resulting from this Screening Information Request: (End of provision)

3.9.1-3 PROTEST (August 1998)

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 (SIR's) or awards of contracts shall be resolved in accordance with this provision, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. §46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision, only after an offeror or potential offeror has exhausted its administrative remedies for resolving a protest under the FAA Dispute Resolution System.

(b) Offerors should first seek informal resolution of any issues concerning potential protests with the Contracting Officer (CO). CO's should make reasonable efforts to promptly and completely resolve concerns or controversies, where possible.

(c) If resolution at the Contracting Officer level is not desired or successful, offerors or prospective offerors may file a protest with the Office of Dispute Resolution for Acquisition, for assignment to a Dispute Resolution Officer.

(d) Protests are to be in writing and should contain the protester's name, address, telephone, and fax number; the SIR or contract number; a concise statement of the protest; the legal basis for protest; a request for remedy; and the signature of a duly authorized representative of the protester. Protests are to be filed by certified mail or in person at the following address:

Office of Dispute Resolution for Acquisition (ODRA), AGC-70
Federal Aviation Administration

400 Seventh Street, S.W.
 Room 8332
 Washington, DC 20590
 Phone: (202) 366-6400
 Fax: (202) 366-7400

(e) Protests must be filed with the Office of Dispute Resolution for Acquisition by the later of two dates: (1) within 7 business days after the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest; or (2) if the protester was entitled to and requested a debriefing from the FAA, then any protest must be filed within 5 business days after the date which the FAA makes available for that debriefing. The Office of Dispute Resolution for Acquisition may promulgate additional protest procedures and time limitations for the resolution of protests, which will be described in a provision to be referenced or included in FAA SIR's, or provided upon request. Both parties agree to be bound by any such procedures.

(f) For the purposes of this clause, a protester can be a prospective offeror whose direct economic interest would be affected by the award or failure to award an FAA contract, or an actual offeror with a reasonable chance to receive an award of an FAA contract.

(g) The following matters are not protestable:

(1) FAA purchases from or through federal, state, and local governments and public authorities;

(2) grants; and

(3) cooperative agreements.

(h) The FAA will continue procurement activities and, where applicable, will permit contractor performance (after award) pending resolution of a protest, unless the FAA determines that there is a compelling reason to suspend or delay all or part of the procurement activities. For protests after award, the FAA Dispute Resolution Officer may recommend suspension of contract performance. A decision to suspend or delay activities will be made in writing by the FAA Administrator or designee.

(i) When a protest has been received, the Dispute Resolution Officer will inform other interested parties of the protest. Upon request, the Dispute Resolution Officer may permit other interested parties to participate in the proceedings. If an interested party declines to request participation in a protest filed with the Office of Dispute Resolution for Acquisition, or fails to file a protest directly with the FAA, then that party waives their right to protest this SIR, or the award of any contract issued pursuant to this SIR.

(j) When a protest is filed with the FAA Office of Dispute Resolution for Acquisition, a Dispute Resolution Officer will be assigned to the matter. The Dispute Resolution Officer may use any form of Alternative Dispute Resolution (ADR) to settle a protest, including, but not limited to, informal communication, mediation, fact-finding, and binding or nonbinding arbitration. Binding arbitration may be employed only if the protester and the FAA agree to use this method to resolve the merits of the protest.

(k) If binding arbitration is agreed to, the decision of the Dispute Resolution Officer will become a final agency decision, unless the FAA Administrator indicates nonconcurrence with the decision, in writing, within 5 business days after the date that the decision is issued. If the FAA Administrator nonconcurrs with the decision and issues a contrary determination, then that determination becomes the final agency decision concerning the merits of the protest.

(l) If the parties have not agreed to binding arbitration and are unable to reach an agreement on the merits of the protest through ADR, then the Dispute Resolution Officer will issue a recommendation for the final disposition of the matter. The Dispute Resolution Officer will then provide the recommendation to the FAA Administrator, who will make a final agency decision concerning the merits of the protest.

(m) When the Dispute Resolution Officer determines that a protest is frivolous or has no basis in fact or law, a summary decision may be issued as the Dispute Resolution Officer's recommendation to the FAA Administrator. The FAA Administrator will then issue a final agency decision concerning the merits of the protest.

(n) The Dispute Resolution Officer, or the Administrator, where applicable, has broad discretion to create a remedy for a successful protest.

(o) To the extent that a final agency decision is subject to judicial review, such review will be pursuant to 49 U.S.C. §46110. If the parties have agreed to binding arbitration, the decision of the Dispute Resolution Officer (unless overruled by the FAA Administrator) will be final. A final agency decision which is the result of binding arbitration (not overruled by the Administrator) will not be subject to judicial review absent fraud, corruption, misconduct, or manifest disregard for the law. (End of provision)

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

- 3.2.2.3-1 False Statements in Offers (Apr 1996)
- 3.2.2.3-3 Affiliated Offerors (Apr 1996)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (Apr 1996)
- 3.2.2.3-12 Amendments to Screening Information Requests (Apr 1996)

- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (Oct 1996)
- 3.2.2.3-16 Restriction on Disclosure and Use of Data (Apr 1996)
- 3.2.2.3-17 Preparation of Offers (Oct 1996)
- 3.2.2.3-18 Explanation to Prospective Offerors (Apr 1996)
- 3.2.2.3-19 Contract Award (Apr 1996)
- 3.6.2-7 Preaward On-Site Equal Opportunity Compliance Review (Nov 1997)
- 3.6.2-35 Prevention of Sexual Harassment (Aug 1998)
- 3.8.2-9 Site Visit (Apr 1996)

**PART IV - SECTION M
EVALUATION FACTORS FOR AWARD**

M.1 INTRODUCTION

(a) The phased approach addressed at L.1(b) and (c) will permit the FAA to down select to a manageable number of offers permitting an efficient competition from among the most highly rated submissions resulting from an evaluation of offerors' past performance and experience and key personnel qualifications and experience (non-cost/price factors) at Phase 1. Additionally, and inasmuch as AMS 3.2.2.3.1.2, Screening Information Request, requires that each SIR include a request for some cost or pricing information, cost/price information submitted pursuant to L.2-PART I (e) will be a consideration of the FAA in determining the most highly rated submissions.

(b) Offerors advancing to Phase 2 will have their offers evaluated based on all non-cost/price factors and cost/price factors as set forth in M.2.

(c) Proposals may be eliminated if they are determined to be grossly deficient (i.e., the proposal does not represent a reasonable effort to address itself to all elements of the SIR/RFO or clearly demonstrates that the offeror does not understand the requirements of the SIR/RFO) and the proposed costs/prices are not considered reasonable.

(d) Consistent with M.1(b) above, offers will be evaluated and contract award made on the basis of "Best Value to the FAA", with non-cost/price (hereafter collectively referred to as "technical") factors being slightly more important than cost/price. Subjective judgment on the part of the FAA is implicit in the evaluation process.

(e) Each proposal will be evaluated on the basis of its written submissions, including cost/price information. Separate technical and cost/price proposals are required as described in Section L.

(f) All offers will be subjected to detailed technical, cost/price evaluation by a team who will rate/assess each in accordance with pre-established evaluation plans.

(g) Technical proposals will be evaluated, rated, and scored in accordance with pre-established evaluation factors. These factors are listed in Provision M.2.

(h) Cost/price proposals will not be rated or scored but evaluated pursuant to Provision M.3.

(i) The cost/price evaluation team will not have access to technical proposals during the initial detailed evaluation. Likewise, the technical evaluation team will not have access to cost/price proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other teams' proposals only as authorized by the Contracting Officer.

(j) The offer that provides the overall best value to the FAA will be selected. The successful offer may not necessarily be the lowest priced offer. Again, technical considerations are slightly more important than cost/price.

(k) Because several proposals are anticipated, uniformity of proposals is essential to assure 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 RFO. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion and removed from further consideration for award.

(l) Additional information may be requested from the offeror whose proposal the FAA considers to represent the overall best value. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA 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 cost/price.

M.2 TECHNICAL EVALUATION

(a) Selection of a contractor for award will be based on evaluation of technical proposals according to the factors listed below. These factors are listed in descending order of importance.

- | | | |
|--------|---|--|
| Factor | 1 | Past Performance and Experience |
| Factor | 2 | Ability to Recruit Technical Research Personnel |
| Factor | 3 | Expertise in Developing Independent Research Teams to Investigate an Assigned Task |
| Factor | 4 | Experience and/or Understanding of the Requirements and Services Needed to Conduct Conferences, Seminars, Symposiums, and Colloquiums. |

Factor 5 Cost/Price

(b) Factors are listed in descending order of importance.

(c) Factors will be rated by the evaluation team on the rating scale shown below.

Any offeror whose proposal does not achieve a rating of satisfactory or better in all factors may be considered ineligible for award. Team ratings for each factor will be weighted to establish a score for the technical proposal.

4	=	Excellent
3	=	Good
2	=	Satisfactory
1	=	Marginal
0	=	Unsatisfactory

(d) Evaluation criteria for each factor are as follow:

(1) Factor 1 - Past Performance and Experience. The FAA is looking for a contractor with a proven track record of excellence in performance on contracts of a similar size and complexity. To do this an evaluation will be made of each Offeror's relevant past and present performance and experience including key personnel qualifications and relevant experience with services type contracts on projects that have multiple tasks, multiple skill levels, number of employees, types of organizations both private and governmental. The evaluation will consider information submitted pursuant to Section L of the SIR/RFO, past and present performance information acquired through the use of simplified questionnaires, and other data independently obtained from other government and commercial sources. Within Factor 1, "past performance and experience" is considerably more important than "key personnel experience." Note: Offerors with no relevant past performance or experience will receive a neutral score.

(2) Factor 2 - Ability to Recruit Technical Research Personnel. Evaluation will be made of each offeror's ability to recruit technical research personnel. Accordingly, the evaluation will consider the offeror's approach relative to:

- (i) recruitment methods; and
- (ii) Development, Maintaining qualified personnel
- (iii) Supervision of employees
- (iv) Overlapping Task management/supervision
- (v) Incentives to keep personnel

(3) Factor 3 - Expertise in Developing Research Teams to Investigate an Assigned Task. Evaluation will be made of each offeror's expertise (i.e., knowledge, understanding, and capabilities) in areas related to:

- (i) Developing Research Teams

(4) Factor 4 - Experience and/or Understanding of the Requirements and Services Needed to Conduct Conferences, Seminars, Symposiums, and Colloquiums.

(i) Evaluation will be made of each offeror's ability to conduct conferences, seminars, symposiums, and colloquiums.

(5) Factor 5 - Cost/Price

M.3 PRICE ANALYSIS

(a) Cost/price proposals of all offerors will be reviewed, but not numerically scored, for the base period and all option periods. NOTE: For overall evaluation of the proposals, price evaluation will be conducted on all CLINs except Hosting Conference, Independent Research, and Travel. The price/cost proposals in support of all items identified in Section B will be reviewed for realism of cost, reasonableness of allocation, completeness, and total cost. 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 RFO. If reasonableness of price is not determined through adequate price competition, then the FAA will may 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.2, Paragraph (e).

(2) Reasonableness - Review of rationale and data supporting elements of cost included in the proposal.

(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.

(b) Proposals (whether initial or revised submissions) which are unreasonably low may be eliminated from further competition on the grounds of the Offeror's failure to comprehend contract requirements.

(c) An Offeror's proposal price will be determined by multiplying the actual/estimated quantity times the unit price for the CLIN and totaling the product of the calculation for all priced CLINs and all option periods to arrive at a total estimated contract value. Unbalanced allocation of start up cost or unrealistic estimates will be viewed as an offeror not understanding the requirement and can result in offeror being found unacceptable and removed from further consideration for award.

(d) Price will be evaluated based on total contract cost for all CLINs.

M.4 RISK ASSESSMENT

The FAA will assess each proposal based upon perceived risks to the FAA associated with the offer, to include, but not be limited to, the areas of past performance and experience, technical competence and understanding of the work requirements, and reasonableness of offered prices to ensure satisfactory performance of any resultant contract for the required services.

M.5 ALL OR NONE BASIS OF AWARD

Notwithstanding any other provision of this SIR/RFO, award of this contract will be made on the aggregate of all line items shown in the Schedule. Multiple awards will not be considered.

3.6.2-15 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (April 1996)

(a) Recompetition of service contracts may in some case result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their submittals, offerors will provide a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, and used in establishing the total compensation structure.

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

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

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

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).

(End of provision)