

AWARD/CONTRACT		1.	RATING	PAGE 1	OF PGS 19
2. CONTRACT (Proc. Inst. Ident.) NO. DTFA-02-00-D-04923		3. EFFECTIVE DATE April 1, 2000	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR#99-05812 99R05812		
5. ISSUED BY CODE FAA, Acquisition Contracting Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		6. ADMINISTERED BY (If other than Item 5) CODE FAA, Acquisition Contract Mgmt. Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929			

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) BTG, INC. ATTN: Sheryl, J. McCurnin 3877 Fairfax Ridge Road Fairfax, VA 22030		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
REMITTANCE: BTG, Inc/INS P.O.Box 841307 Dallas, TX 75284-1307		9. DISCOUNT FOR PROMPT PAYMENT NET
FOR WIRE ADDRESS: See Official Contract File (not for release)		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM BLOCK 12.

CODE	FACILITY CODE	11. SHIP TO/MARK FOR CODE FAA/MM Aeronautical Center Mark for: 6500 S. MacArthur Blvd., P. O. Box 25082 Oklahoma City, OK 73125	12. PAYMENT WILL BE MADE BY: CODE FAA, Financial Operations Division (AMZ-100) P.O. Box 25710 Oklahoma City, OK 73125-4913 (405) 954-4304
		14. ACCOUNTING AND APPROPRIATION DATA To be shown on delivery order(s) issued hereunder.	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Accepted as to items 1.0 through 15.0 inclusive, in Part I, Section B, 6-months only in Base Year. Base year is April 1, 2000 through September 30, 2000. In accordance with the terms and conditions stated herein.					
ORIGINAL					ESTIMATED

15G. TOTAL AMOUNT OF CONTRACT \$400,749.76

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	14-19
X	B	SUPPLIES OR SERVICES AND PRICES/COST	2-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	19
X	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	5-6	X	K	REPRESENTATIONS, CERTIFICATIONS AND	INCORPO
X	F	DELIVERIES OR PERFORMANCE	6			OTHER STATEMENTS OF OFFERORS	RATED
X	G	CONTRACT ADMINISTRATION DATA	6-7		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	BY REF-
X	H	SPECIAL CONTRACT REQUIREMENTS	7-14		M	EVALUATION FACTORS FOR AWARD	ERENCE

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 (ONE) copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this doc.) Your offer on RFO Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Sheryl J. McCurnin Director GSA IDIP & NES Contracts	19C. DATE SIGNED 3/27/00	20A. NAME OF CONTRACTING OFFICER BRENT D. FOREMAN	20C. DATE SIGNED 3-31-2000
19B. NAME OF CONTRACTOR BY Sheryl J. McCurnin (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY Brent D. Foreman (Signature of Contracting Officer)	

SUPPLIES OR SERVICES AND PRICES/COSTS

B1.a--The contractor shall furnish all labor, facilities, equipment, materials, services, transportation, preservation, packaging, and packing required to furnish and supply items set forth below in accordance with the terms, conditions, and provisions set forth herein.

CLIN*	ITEM DESCRIPTION	Annual Quantity	Unit	Price		
1.0	Routine Maintenance Support Services Indigo2-Impact 10000 Workstations /fileservers--175 units, (Includes 2GB system disk, 1 (1GB) additional disk, and a floptical disk drive) in accordance with (IAW) Statement of Work (SOW) Paragraph 5.1	12*	months	\$Flat rate price		
	Flat rate price Schedule	1st	2nd	3rd	4th	
	Rate Per Month	Base Year	Option Yr	Option Yr	Option Yr	Option Yr
	PER MONTH	<u>\$43,575.00</u>	<u>\$44,882.25</u>	<u>\$46,228.72</u>	<u>\$47,615.58</u>	<u>\$49,044.06</u>
2.0	Routine Maintenance Support Services External Hard drives--23 units. IAW SOW Paragraph 5.1	12*	month	\$Flat rate price		
	Schedule	1st	2nd	3rd	4th	
	Rate Per Month	Base Year	Option Yr	Option Yr	Option Yr	Option Yr
	PER MONTH	<u>\$ 90.16</u>	<u>\$ 92.86</u>	<u>\$ 95.65</u>	<u>\$ 98.52</u>	<u>\$ 101.48</u>
3.0	ROUTINE MAINTENANCE Support Services IBM Laser Printer 4039/Optra 12R 44 units. IAW SOW Paragraph 5.1	12*	month	\$Flat rate price		
	Flat Rate Price Schedule	1st	2nd	3rd	4th	
	Rate Per Month	Base Year	Option Yr	Option Yr	Option Yr	Option Yr
	PER MONTH	<u>\$1,311.20</u>	<u>\$1,350.54</u>	<u>\$1,391.05</u>	<u>\$1,432.78</u>	<u>\$1,475.77</u>
4.0	ROUTINE MAINTENANCE Support Services Parity Tape, CDROM, HD Subsystem 29 units. IAW Statement of Work (SOW) Paragraph 5.1	12*	month	\$Flat rate price		
	Flat rate price Schedule	1st	2nd	3rd	4th	
	Rate Per Month	Base Year	Option Yr	Option Yr	Option Yr	Option Yr
	PER MONTH	<u>\$2,465.00</u>	<u>\$2,538.95</u>	<u>\$2,615.12</u>	<u>\$2,693.57</u>	<u>\$2,774.38°</u>
5.0	ROUTINE MAINTENANCE Support Services Origin-200 RAID system with Origin 200 Challenge Raid, 2 units. IAW Statement of Work (SOW) Paragraph 5.1	12*	month	\$Flat rate price		
	Flat rate price Schedule	1st	2nd	3rd	4th	
	Rate Per Month	Base Year	Option Yr	Option Yr	Option Yr	Option Yr
	PER MONTH	<u>\$1,392.00</u>	<u>\$1,433.76</u>	<u>\$1,476.77</u>	<u>\$1,521.08</u>	<u>\$1,566.71°</u>

*CLIN--Contract Line Item Number

Schedule B-
 Continuation

CLIN	ITEM DESCRIPTION	Annual Quantity	Unit	Price		
6.0	Routine Maintenance Support Services 4 GB/8BGB SE F/N SCSI Int. 4mm Dat-DDS2 Tape Drive, 4 units IAW Statement of Work (SOW) Paragraph 5.1	12*	month	\$ Flat rate price		
	Flat rate price Schedule	1st	2nd	3rd	4th	
	Rate Per Month	Base Year	Option Yr	Option Yr	Option Yr	
	PER MONTH	<u>\$23.20</u>	<u>\$23.90</u>	<u>\$25.33</u>	<u>\$26.85</u>	<u>\$28.46°</u>
7.0	Routine Maintenance Support Services Applix Version 4.3 (807.65.0.24) Applix Base21. Service to cover the following: Applix SPS, 21 ea. Applix Data, 21 ea. Applix Wfilter 9 ea. Applix Gfilter 9 ea.	12*	month	\$ Flat rate price		
	Schedule	1st	2nd	3rd	4th	
	Rate Per Month	Base Year	Option Yr	Option Yr	Option Yr	
	PER MONTH	<u>\$609.35</u>	<u>\$627.63</u>	<u>\$646.46</u>	<u>\$665.85</u>	<u>\$685.83 °</u>
8.0	SGI IRIX 6.2 Maintenance Support Services Service to cover the following: SGI Licenses 175 ea. Clearcase (CaseVision) 10 ea. version 2.6.4 Workshop Version 2.6.4 Compilers/dev options Version 7.1 Networker Version 7.1 Base with 10 client support 20 ea. Base with 25 client support 2 ea. Base with 5 client support 8 ea. Tool.H++ STL	12*	month	\$ Flat rate price		
	Flat rate price Schedule	1st	2nd	3rd	4th	
	Rate Per Month	Base Year	Option Yr	Option Yr	Option Yr	
	PER MONTH	<u>\$3,941.90</u>	<u>\$4,032.35</u>	<u>\$4,153.32</u>	<u>\$4,277.92</u>	<u>\$4,406.25°</u>
9.	Software Maintenance Support Services Service to cover the following: RogueWave 9 each Netscape Version 4.04, (Public and Free) 175 ea. Z.mail Version 4.0.1, 175 ea. Synchronize (current 1.3) Servers 23 ea. Upgrade to 2.0.7, Users 175 ea.	12*	month	\$ Flat rate price		
	Flat rate price Schedule	1st	2nd	3rd	4th	
	Rate Per Month	Base Year	Option Yr	Option Yr	Option Yr	
	PER MONTH	<u>\$642.40</u>	<u>\$661.67</u>	<u>\$681.52</u>	<u>\$701.97</u>	<u>\$723.03 °</u>

Schedule B-
 Continuation

CLIN	ITEM DESCRIPTION	Annual Quantity	Unit	Price	°	
10.	Autometric Software Maintenance Services to include Edge Developers Tool kit Sybase Spatial Query Server (Requires Technical Support Services as defined in SOW 5.5)	12*	month	\$ Flat rate price		
	Flat rate price Schedule	1st	2nd	3rd	4th	
	Rate Per Month	Base Year	Option Yr	Option Yr	Option Yr	
	PER MONTH	\$9,451.75	\$9,735.00	\$10,027.36	\$10,328.18	\$10,638.03
11.0	Callback Maintenance Support Services IAW SOW Paragraph 5.4.1 (Estimated annual Requirement)	100	hours			
	Schedule	1st	2nd	3rd	4th	
	Rate Per HOUR	Base Year	Option Yr	Option Yr	Option Yr	
	PER HOUR	\$68.69	\$70.75	\$72.87	\$75.06	\$77.31°
	Additive if other than core hours	1.50 percent				
	(percentage applied to rate shown above)					
12.0	Reprogramming Support Services For any update or upgrade required that has or may have a detrimental impact on IAPA system Requirements IAW SOW 5.1.4.2 (Estimated annual Requirement)	100	hours			
	Schedule	1st	2nd	3rd	4th	
	Rate Per HOUR	Base Year	Option Yr	Option Yr	Option Yr	
	PER HOUR	\$68.69	\$70.75	\$72.87	\$75.06	\$77.31°
13.0	Materials IAW SOW Paragraph 4.2				\$Estimated \$500.00 (To be reimbursed at cost)	
14.0	Travel and Subsistence Support (Per Diem) (At cost IAW US Department of Transportation Regulation 1500.14A and Federal Travel Regulations FPMR 1001-7.) With prior coordination with Contracting Officer				\$ Estimated \$500.00 (Not-to-exceed)	
15.0	TRANSPORTATION EXPENSE IAW SOW Paragraph 5.2.1				\$Estimated \$5,000.00 (To be reimbursed at cost)	

*--Base year has been negotiated to be only 6-months starting April 1, 2000 and ending on September 30, 2000. This places the contract on a FY basis, note that all remaining contract periods will be 12-months.

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

C.1 SCOPE OF WORK (JAN 1997)

CLA.1112

The contractor shall furnish all required labor, facilities, equipment, replacement parts and materials to accomplish overhaul, repair and/or modification, test, packing, preservation and packaging, and return to the Government in a completely serviceable condition, the items of Government-owned equipment listed in Section B, all in accordance with Statement of Work, Section J, Attachment 1, and the terms and provisions herein.

C.2 DEFINITION OF CONTRACT TERMS

(a) Flat Rate Price-- includes direct and indirect labor, direct and indirect material, preservation and packaging, test, out-of-plant services, and all other elements of cost, overhead and profit. Payment under the applicable item will be at the rate per month as stated in Schedule B, CLIN 1.0 through 10.0, and at the hourly rate for 11.0, and 12.

(b) Contractor's Cost--means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract.

(c) Direct Labor Hours--means those hours of labor which are identifiable as being performed directly on an item/task of the contract and which serve as the basis for payment of the Hourly Composite Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does NOT include time for the indirect work of overhead and supervisory employees such as officers, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists, timekeepers, watchmen and truck drivers. (Applicable to CLINs 11.0, 12.0).

(d) Direct Material--means those materials, if required, which are not encompassed by the definition of "Indirect Materials." (See CLIN 13.0-IAW SOW 4.2)

(e) Hourly Composite Rate--includes direct and indirect labor, indirect material, management overheads and profit. Payment under the applicable labor rate will be computed by multiplying the Direct Labor Hours expended by the Hourly Composite Rate. The amounts payable for fractional parts of an hour may be prorated by fractions or increments not less than one-tenth (1/10) of one hour.

(f) Indirect Material means all supplies and materials, if required, which do not become an integrated part of the assembly, accessory, or component. Price of indirect material shall be included in the Hourly Composite Rate.

(g) Direct Hourly Labor Rate--Actual labor hour rates which are negotiated and set forth in this contract. These rates represent adequate compensation to attract the competence levels required in each labor category necessary for successful contract performance. (Applicable to CLINs 11.0, 12.0).

PART I - SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING (JAN 1997)

CLA.2110

Preservation, packaging, and packing shall be in accordance with the industry's standard commercial practices to protect from contamination and damage. The outside of the shipping container shall be marked with the applicable contract number and delivery order number.

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 "Inspection of Services--Fixed-Price and Cost Reimbursement," AMS 3.10.4-2.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses 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 "toolsets", then "procurement toolbox").

3.10.4-4 INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (April 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997) CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

3.1-1 Clauses and Provisions Incorporated by Reference (JUNE 1999)

- 3.10.1-8 SUSPENSION OF WORK (AUGUST 1998)
- 3.10.1-9 STOP-WORK ORDER (APRIL 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA (MAR 1991) RSP-XX-04 CLA.0502

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

G.3 INVOICING PROCEDURES - GENERAL (JUL 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
Oklahoma City, OK 73125-4913
- (2) One copy to: FAA, Mike Monroney Aeronautical Center
Automation Infrastructure Mgmt Branch, AVN-21
P.O. Box 25082
Oklahoma City, OK 73125
- (3) One copy to: FAA, Mike Monroney Aeronautical Center
Contract Management Team (AMQ-340)
P.O. Box 25082
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) 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.

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.

3.1-1 Clauses and Provisions Incorporated by Reference (June 1999)

3.3.1-17 PROMPT PAYMENT (AUGUST 1998)

3.9.1-2 PROTEST AFTER AWARD (August 1997)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF CRIMINAL ACTIVITY BY CONTRACT EMPLOYEE (FEB 2000)

CLA.0069

Upon learning that a contract employee has been charged by a law enforcement agency for any offense other than minor traffic offense, the contractor shall be required to provide written notification within one workday to the Contracting Officer. The Contracting Officer shall then notify AMC-700 in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$300 or less.

H.2 SECURITY INVESTIGATION OF CONTRACTOR PERSONNEL (APRIL 1998)

CLA.0088

(a) A background investigation will be required for each contractor employee, including all subcontractors, having a requirement to visit or work unescorted by Government personnel at the Mike Monroney Aeronautical Center (MMAC) under this contract. The type of investigation will depend on what the Government requires for a particular position. The contractor will be advised of the security designation level for contract positions by the Contracting Officer or his/her designated representative.

(b) The completed security forms prescribed herein for initiating the required security investigations must be submitted to the Civil Aviation Security Division (AMC-700) prior to contractor employees being allowed access to the contract work area and prior to their access to Government information under this contract:

(1) (Level 1) Non-Sensitive Positions:

(A) Standard Form 85, Questionnaire for Non-sensitive Positions, revised September 1995. The SF-85 shall be completed (all questions answered) in accordance with the instruction sheet. Standard Form 85P may be required for other levels.

(B) Optional Form 306, Declaration for Federal Employment, revised September 1994. Answer questions 1, 7, 8-12, 15, and 16a.

(C) One single sheet fingerprint chart (FD-258). The FD258 shall be written in ink or typewritten with all answerable question blocks completed.

(c) Fingerprinting facilities are available at the Aeronautical Center Guard Office located in room 151 Headquarters Building. Arrangement for using the fingerprinting facilities may be made by contacting the Aeronautical Center Security guards by phone at (405) 954-4620. Forms must be signed and dated within the 60-day period preceding submission.

(d) If a contract employee has had a previous background investigation completed by a federal Government entity, further investigation may not be necessary. Provide in writing to AMC-700 the name, date of birth, the name of the investigating entity, and approximate date the background was completed. Contractor personnel will be denied access to the worksite and access to sensitive information until the authorization for that employee is obtained from AMC-700.

(e) The contractor shall furnish to AMC-700, with a copy to the Contracting Officer (CO) and the designated Contracting Officer's Representative (COR), the following monthly report on or before the fifth day of each month following the report month.

(1) A complete listing by full name in alphabetical order with date of birth of all contractor personnel whom worked at the MMAC anytime during the report month. Each person's dates of employment during the report month (i.e., hired and terminated) shall be included in the listing. Also, include those employees on furlough or not working at MMAC who still hold MMAC ID's or keys.

(2) The list will show the shift(s) worked by that person and location of that person's worksite (i.e., building, room, area, etc.).

(f) The contractor shall notify AMC-700 within one (1) workday of any employee's termination.

H.3 SAFETY AND HEALTH (JAN 1997)

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 3900.19A 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.4 DISSEMINATION OF CONTRACT INFORMATION

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

H.5 AERONAUTICAL CENTER REGULATIONS (MAR 1985) REG-XX-01 CLA.3402

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting the work site, shall abide by all appropriate traffic, parking, security, and

airport regulations in effect at the Mike Monroney Aeronautical Center/Will Rogers World Airport.

H.6 YEAR 2000 WARRANTY (FAA AERONAUTICAL CENTER) (AUG 1997)

CLA.1406

The contractor warrants that each Commercial and Non-Commercial hardware, software, and firmware product delivered under this contract, except those listed below, shall be able to: 1) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the contractor and; 2) properly exchange Year 2000 Compliant date data with all listed products used in combination with unlisted products (e.g. hardware, software, firmware). If the contract requires that specific products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's or producer's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any non-listed product/system whose non-compliance is discovered and made known to the contractor in writing before the later of ninety (90) days after January 1, 2000 or acceptance. Non compliant items not fixed or replaced within 30 days after contractor's receipt of notice of noncompliance will be repaired or replaced for compliance at the contractor's expense. The 30-day period to bring the products into compliance may be extended only by written notice from and at the sole discretion of the Government, based on a written compliance plan provided by the contractor within the 30-day correction period. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

H.7 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.

(c) 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.8 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES
AND VEHICLE DECALS (APRIL 1998)

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 Representative (COR).

When contract employees 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, any amount so withheld will be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flightline 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, vehicle decals and RUSCARDS 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 COR 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), COR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300. RUSCARD keys shall be handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her identification card. Such ID card shall be in an unexpired state, unless waived by AMC-700.

(1) Arrangements for ID card preparation, including photographs and laminating, can be made by contacting the Aeronautical Center guards at (405) 954-4620. The Aeronautical Center guard office is located in Room 151 of Headquarters Building.

(2) To obtain the ID card each employee shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COR. The DOT 1681 should be submitted at the same time the personnel security investigation paperwork required by Clause 0088, Security Investigation of Contractor Personnel is submitted. These forms should be submitted to the Aeronautical Center guards in Headquarters Building, Room 151. 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.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be retained by the Government for accountability purposes.

H.9 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT EMPLOYEES (SEP 1998) CLA.4527

(a) After contract award or the effective date this clause is incorporated into the contract by modification, the Contractor agrees not to allow any former Government employee, who separated from Government service with a Voluntary Separation Incentive Payment (VSIP), to perform work on this contract before receipt of non-objection by the Contracting Officer.

(b) The contractor shall notify the Contracting Officer in advance of any proposed work or change in work to be done under this contract by a former government "buyout" employee. Such written notification shall include:

- 1) employee's full name and date of separation from Government service,
- 2) name and location of former Government agency of employment, and
- 3) either evidence of any one of the following:
 - (i) repayment of the separation incentive or a court approved settlement, or
 - (ii) a waiver of repayment granted under authority of the statute(s) or
 - (iii) that five years have lapsed since separation from government service;

or

4) proposed job title, work location and "a detailed statement of work to be performed by the former employee" under the contract

(c) The contracting officer's non-objection described in (a) above is at the sole discretion of the Government. In no event shall the Government's decision under (a) above with respect to any person, or the length of time to arrive at the decision, constitute grounds for adjustment of the contract price, or the contract performance or delivery requirements.

H.10 TRAVEL COSTS (JUL 1997)

CLA.4531

(a) The FAA will reimburse the contractor for actual subsistence and travel costs required and incurred by contractor personnel traveling outside their assigned work location in performance of this contract. Travel must be authorized in advance by the Contracting Officer or Contracting Officer's Technical Representative.

(b) Travel and per diem expenses will be reimbursed at the contractor's actual purchase price not to exceed subsistence rates authorized by the Federal Travel Regulations, FPMR 101-7 as amended, issued by the General Services Administration (GSA). Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable. Expenses for travel by motor or other common carrier shall be reimbursed on a mileage basis at the GSA local automobile transportation rate in effect at

the time the travel is accomplished, per vehicle, plus necessary tolls in lieu of actual expenses of such travel.

(c) The contractor shall not be entitled to reimbursement for additional travel associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work location.

(d) Travel, per diem, and subsistence costs, transportation (including local area), and other related expenses shall not be burdened by any indirect costs, e.g., overhead and G&A, or profit.

H.11 LIMITATION ON GOVERNMENT'S OBLIGATION

(a) To the extent the Schedule sets forth an amount to cover the estimated cost to the Government for specified items, the Government shall not be obligated to pay the Contractor any amount in excess of the amount so set forth in the Schedule and the Contractor shall not be obligated to continue performance by virtue of which the Government's obligation hereunder would exceed the amount set forth in the Schedule, unless and until the Contracting officer shall have notified the contractor in writing that such amount had been increased and shall have specified in such notice a revised amount which shall thereupon constitute the estimated cost of performance of this contract insofar as the specified items are concerned. When and to the extent that the amount set forth in the Schedule has been increased, any expense incurred by the contractor in excess of such amount prior to the increase shall be allowable to the same extent as if such expenses had been incurred after such increase in such amount.

(B) The contractor shall notify the FAA in writing at the earliest practicable time, whenever he believes that the cost they expect to incur within the succeeding thirty (30) days will exceed 85% of the amount stated in the schedule. The contractor will also notify the government in writing at any other time if it expects the costs he will incur for items chargeable to such amount will be substantially greater or less than such amount. (Applicable to CLIN 2.0)

H.12 DELIVERY/TASK ORDER PROCESSING

(Appl to CLINs 11.0, 12.0, 13.0, 14.0, 15.0)

(a) The Contracting Officer shall issue Delivery/task orders in order of priority, which may be periodically updated, during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.

(b) Task type delivery orders will be issued upon completion of the following sequence of actions:

(1) The Contracting Officer will issue a request for task proposal, with a copy of the Task Work Statement attached.

(2) Contractor will submit a task proposal to the Contracting Officer including:

- (i) A proposed management plan/Supervision requirements and levels.
- (ii) A milestone schedule.
- (iii) Proposed completion or delivery date.
- (iv) Proposed travel costs.
- (v) A breakdown of the proposed labor hours and costs by category of discipline/skill as shown in Part I, Section B of this contract.

(3) Each task will be negotiated by the Contracting Officer and, when mutual agreement is reached, a task/delivery order will be issued.

(4) The task/delivery order will be signed, dated and issued by the Contracting Officer. Each task/delivery order will contain the following information:

- (i) An appropriate delivery order number and a reference to this contract number.
- (ii) A description of the services to be performed presented in a Task Statement of Work format.
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Period of performance.
- (v) Ceiling Price.

(c) The Contracting Officer may issue Task/delivery orders under this contract at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 5 workdays to commence work under any task order issued.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Statement of Work attached, directing the Contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new ceiling price.

(e) Any completion-type task/delivery order (Statement of Work must state a definite goal or target and specify an end product) issued during the term of this contract and not completed within that term shall be completed by the contractor within the term specified in the task/delivery order. The rights and obligations of the contractor and the FAA respecting that task/delivery order shall be completed during the effective term of this contract. This paragraph (e) does not apply to term or level-of-effort type task.

H.13 CEILING PRICE

(Appl to CLINs 11.0, 12.0, 13.0, 14.0, 15.0)

(a) A "ceiling price" (see H.10, Delivery/Task/ Order Processing) is applicable to and will be established for each task/delivery order issued hereunder and will vary depending on the work to be performed.

(b) The FAA shall not be obligated to pay the Contractor any amount in excess of the ceiling price set forth in the task/delivery order, and the contractor shall not be obligated to continue performance if to do so would exceed the established ceiling price, 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 the respective task/delivery order. When and to the extent that the ceiling price set forth in the task/delivery order 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.

H.14 PHASE-IN

(a) To ensure a smooth transition in the change of work effort from the current contractor, this contract contains a phase-in period, the purpose of which is to:

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

(b) The contractor will be allowed access to the facilities to familiarize the key personnel with the current operations. Such access, however, must not interfere with the activities of current contract personnel. To preclude such interference, arrangements will be made with the Contracting Officer or the designated representative.

(c) At the beginning of full contract performance, the contractor shall assume responsibility for all tasks.

H.15 PHASE-OUT

(a) In the event that the follow-on contract is awarded to other than the incumbent, the incumbent contractor shall cooperate to the extent required to permit an orderly change over to the successor contractor pursuant to the requirements of AMS Clause 3.8.2-11, Continuity of Services, and SOW.

(b) With regard to a successor contractor's access to incumbent employees, a recruitment notice may be placed in each facility.

H.16 TRANSITION REQUIREMENTS

Transition:

(1) Immediately following the contract start date, a period not-to-exceed 30 days will be allowed for the transition from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner. This transition period will be the time for initial orientation for contract administration and will provide a time for detailed operational orientation for contract supervisory personnel. It will include a time for transition of administrative processes from the current contract to the new contract.

(2) The FAA will provide a transition team, which will be used to provide technical and administrative orientation to contractor personnel, familiarize the contractor with required services, and provide other guidance and assistance as mutually determined necessary by the FAA and the contractor.

(3) The contractor is responsible for the transition of their personnel and the assumption of ongoing tasks during the transition period.

(4) The FAA's transition team will remain available to answer technical and administrative questions throughout the transition period. After this period, the contractor shall report and/or coordinate efforts in accordance with the Statement of Work and the contract.

H.17 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.

H.18 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.19 QUALITY CONTROL PLAN

The contractor shall submit a "final" Quality Control Plan (QCP) to the Contracting Officer pursuant to PWS paragraph 1.5. This QCP shall be approved by the Contracting Officer prior to performance of the contract IAW the PWS.

H.20 QUALIFICATION OF EMPLOYEES CLA 1262 (MARCH 2000)

(a) The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine employee screening prior to employees actually commencing work at the Mike Monroney Aeronautical Center or other Federal Aviation Administration (FAA) facility designated by the contract. This screening shall at a minimum consist of:

(1) The contractor shall obtain a criminal history of the prospective employee from the appropriate state authority. In Oklahoma, criminal histories may be obtained by submitting a Criminal History Information Request to the Oklahoma State Bureau of Investigation (OSBI), Criminal History Reporting, 6600 North Harvey, Building 6, Suite 140, Oklahoma City, OK 73116. If the prospective employee's prior history is outside Oklahoma, an equivalent record shall be obtained from the appropriate state authority. Payment of any fees charged for such criminal histories shall be the responsibility of the contractor.

(2) Contractor shall contact prospective employee's previous employer for employment history.

(3) When specific experience/educational requirements are required to perform a task, the contractor shall verify the prospective employee's claims to having the required experience or educational qualifications.

(b) As a result of the screening above, any prospective employee that is found to have a history of unacceptable behavior (see Adjudicative Standards, Section J, Attachment @01) within the nine (9) years prior to beginning performance under this contract shall not be allowed to work on any FAA facility.

(1) Screening is not an "excusable delay" as described in the "Default" clause of this contract.

(c) The Contractor shall retain documentation that the above screening has been accomplished prior to contractor's employees starting performance on site and that the employees have been found to have no unacceptable history. The contractor will make available for FAA review, within 10 working days of written request, its documentation supporting accomplishment of pre-employment screening done on each employee scheduled for performance on FAA facilities. If a

contractor employee is later found to be unacceptable after a FAA background investigation, and it is found that the above required screening was not accomplished, the contractor shall be held responsible for the cost of doing a second FAA background investigation to refill the position. The cost of additional FAA background investigations in this case may be deducted from requests for payment under the contract.

(d) The FAA may waive the above-required screening if:

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

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

(e) The contractor may request in writing to the Contracting Officer (CO) a review of a specific employees history by FAA Security if the employee is found unacceptable under paragraph (b) above. Contractor employee shall not start performance on site until a statement of qualification review approved by the FAA Security Element responsible for the contract work site is provided to the CO or designated representative.

(f) Notwithstanding the diligent effort on the part of the contractor to provide qualified and acceptable employees for performance of the contract, the CO may, by written notice, require removal from contract work those employees who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, those employees determined in violation of Voluntary Separation Incentive Program (a Federal Retirement Buyout Program), or whose continued presence on Government property is deemed contrary to the public interest or inconsistent with actual or apparent Government policies. The Contractor shall fill out, and cause each of its employees on the contract to fill out, for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's employees shall be fingerprinted.

(g) Each employee of the Contractor 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.

PART II - SECTION I - CONTRACT CLAUSES

3.2.4-16 ORDERING

(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 date of contract through one (1) year thereafter unless extended by exercise of options extending the ordering period.

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

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

3.2.4-17 ORDER LIMITATIONS

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500, 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 \$500,000;

(2) Any order for a combination of items in excess of \$3,000,000; or

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

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

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

receiving this notice, the Government may acquire the supplies or services from another source.

3.2.4-19 Requirements--Alternate I (Modified June 1999)

(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) 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 or in some cases, Administrative support services that are task specific included under existing Technical Services Contracts that are specific to that contract's task as specified in that Technical Services Contract. These administrative support functions will not be split outside of the specific task that they support. 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.

(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 March 31, 2004. (Applicable to CLINS 11.0 and 12.0)

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 at the end of any contract order period and 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.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

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

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (April 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract

purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.4.1-10 INSURANCE--WORK ON GOVERNMENT INSTALLATION (APRIL 1996)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. The FAA contract number shall be listed on the insurance certificate.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Federal Aviation Administration installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

3.8.2-11 CONTINUITY OF SERVICES (APRIL 1996)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

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

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

3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)

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

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

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

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

Milton Richardson

Rich Goins

[List key personnel and/or facilities]

3.8.2-21 KEY - BADGE REQUIREMENTS (AUGUST 1998)

The FAA may issue keys and badges to contractor personnel that require regular access to designated FAA work areas to perform contract work. The contractor shall assure that its personnel do not duplicate keys or use the keys and badges for other than the intended purpose, which would be a violation of security procedures. Upon (1) contract completion, (2) contract termination, or (3) discontinuation of individual contractor personnel under the contract, the contractor shall immediately return the FAA badges and keys. The contractor shall return these items to [CO to insert information here]. In the event the contractor fails to return all keys and badges, the FAA may withhold [CO to insert amount] for each badge or key not returned. If the contractor does not return the badges or keys within 30 days from the date the withholding action was initiated, the contractor shall forfeit the withheld amount.

3.9.1-1 Contract Disputes (August 1999)

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

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

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

- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- (2) The contract number and the name of the Contracting Officer;
- (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- (4) All information establishing that the contract dispute was timely filed;
- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and
- (6) The signature of a duly authorized representative of the initiating party.

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

- (1) Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 400 7th Street, S.W., Room 8332, Washington, DC 20590, Telephone: (202) 366-6400, Facsimile: (202) 366-7400; or
- (2) other address as specified in 14 CFR Part 17.

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

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

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

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

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

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

I.1 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.2 LIABILITY INSURANCE (JAN 1997)

CLA.3212

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

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

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

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

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

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

(d) Certificate holder address:

FAA Aviation, Medical & Training Division, AMQ-340
P. O. Box 25082
Oklahoma City, OK 73125

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

3.1-1 Clauses and Provisions Incorporated by Reference (JUNE 1999)

3.2.2.3-33 ORDER OF PRECEDENCE (APRIL 96)

3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APRIL 96)

3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 96)

3.2.5-2 INDEPENDENT PRICE DETERMINATION (APRIL 96)

3.2.5-3 GRATUITIES OR GIFTS (APRIL 96)

3.2.5-4 CONTINGENT FEES (APRIL 96)

3.2.5-5 ANTI-KICKBACK PROCEDURES (APRIL 96)

3.2.5-7 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (APRIL 96)

- 3.3.1-1 PAYMENTS (APRIL 96)
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
- 3.3.1-9 INTEREST (APRIL 96)
- 3.3.1-14 ASSIGNMENT OF CLAIMS (APRIL 96)
- 3.3.1-20 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APRIL 96)
- 3.4.2-7 FEDERAL, STATE, AND LOCAL TAXES--FIXED-PRICE, NONCOMPETITIVE CONTRACT (April 1996)
- 3.5-1 AUTHORIZATION AND CONSENT (APRIL 96)
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APRIL 96)
- 3.5-3 PATENT INDEMNITY (APRIL 96)
- 3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (APRIL 96)
- 3.6.2-9 EQUAL OPPORTUNITY (APRIL 96)
- 3.6.2-11 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APRIL 96)
- 3.6.2-12 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APRIL 96)
- 3.6.2-13 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APRIL 96)
- 3.6.3-2 CLEAN AIR AND WATER. (APPLICABLE TO CONTRACTS THAT EXCEED \$100,000) (APRIL 96)
- 3.9.1-2 PROTEST AFTER AWARD (August 1999)
- 3.10.1-7 BANKRUPTCY (APRIL 96)
- 3.10.1-12 CHANGES--FIXED-PRICE (APRIL 1996)
- 3.10.4-4 INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (April 1996)
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE FAA (APRIL 96)
- 3.10.6-4 DEFAULT (APRIL 96)
- 3.10.6-7 EXCUSABLE DELAYS (APRIL 96)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1.	Statement of Work	March 3, 2000	11
	SOW--Attachment 1		1
	SOW--Attachment 2		1
	SOW--Attachment 3		4
2.	ADJUDICATIVE STANDARDS: ISSUES	NA	1

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AVIATION SYSTEM STANDARDS

STATEMENT OF WORK

IAPA
MAINTENANCE SUPPORT SERVICES

March 3, 2000

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DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AVIATION SYSTEM STANDARDS

MAINTENANCE SUPPORT SERVICES

1. General

1.1. Background and Introduction

Aviation System Standards (AVN) promotes safety of flight by assuring the adequacy and accuracy of air navigation facilities, developing and standardizing flight procedures and providing for the Support and engineering of the flight inspection aircraft fleet. The Instrument Approach Procedures Automation system automates the method used in developing instrument approach procedures. An instrument approach procedure is a prescribed method of employing navigational instruments to land aircraft safely on a specific airport runway. Standard instrument approach procedures are published as charts that pilots use as visual aids for preflight planning and in-flight reference.

1.2. Scope of Work

The intent of this Performance Work Statement (PWS) is to define AVN's requirement for contractor maintenance support service for the IAPA system(s). This includes IAPA system hardware, software, network, and technical support where required. Maintenance Support services shall be provided as specified in Section 5, Maintenance Support Services Required. The current list of hardware to be supported is found in Technical Exhibit 1 and software to be supported is found in Technical Exhibit 2. Locations and quantities of equipment to be supported are identified in Technical Exhibit 3.

1.3. Contractor Personnel

1.3.1. The nature of work to be accomplished under this PWS is critical to aviation safety. The critical nature of the work dictates that highly qualified personnel, current in the latest state-of-the-art technology be provided. Contract personnel shall perform all work/tasks required to meet PWS requirements. Technical personnel performing work under this contract must have an in-depth knowledge of system hardware, software, network and technical maintenance support requirements.

1.3.2. The contractor shall provide contract employees that are technically competent, trained, experienced and physically capable of providing maintenance support services defined in this PWS.

1.3.3. The contractor shall provide all supervision necessary to monitor contract personnel performing support services under this contract. Government employees shall not supervise contract personnel at any time.

1.3.4. The contractor shall ensure that their personnel observe and comply with all FAA/AVN policies, regulations, and procedures concerning fire, safety, environmental protection, sanitation, identification, security, traffic, parking, gratuities, conduct and limited access areas. While on FAA premises contractor personnel shall obtain and wear an appropriate FAA identification (ID) badge at all times in accordance with the terms and conditions set forth in the contract.

1.3.5. Contract employees shall not disclose, orally or in writing any information regarding material identified as confidential, proprietary or advance procurement information to any other persons or firms other than designated FAA employees.

1.4. Project Manager

1.4.1. The contractor shall identify a project manager and alternate who will have full authority to act for the contractor in all day-to-day matters relating to the contract and this PWS. The project manager shall serve as the initial point of contact for administrative and technical matters pertaining to the performance of this PWS and contract.

1.4.2. The project manager or alternate shall be available during the core hours of 0800 to 1700 Local Standard Time, Monday through Friday, except on Federal holidays to communicate with the Contracting Officer (CO), or Contracting Officers Representative (COR) to discuss contract and/or technical issues.

1.4.3. The project manager and alternate shall be designated by name in the contractor's proposal. Any proposed changes to these individuals must be identified in advance to the CO for verification of qualifications.

1.4.4. Contractor/project manager responsibilities include all related planning, programming, administration, management and supervision necessary to provide support services as specified in this PWS. Contract performance shall be conducted in accordance with the contract, PWS and all applicable Federal, State and local laws, regulations, and codes. The contractor shall be responsible for supervision of all contract personnel, Government employees shall not perform any supervisory related functions for contract personnel performing under this contract/PWS.

1.5. Work Locations

1.5.1. The contractor shall provide IAPA maintenance support services at locations identified in Technical Exhibit 3. Additional, replacement, updated or upgraded hardware, software, network or technical support services may be added to current locations or at additional location(s) identified during the performance of this contract. Additional, replacement, updated or upgraded hardware, software, network or technical maintenance support services shall be maintained at rates established in Schedule B of the contract.

1.5.2. Travel requirements will be defined and approved, in advance of actual travel, by the CO or COR. The method of travel, length of stay, number and qualifications of contractor personnel required will be determined on a trip-by-trip basis considering the services to be performed. All travel associated costs shall be in accordance with United States Federal Travel Regulations. All travel related costs will be reimbursed to the contractor in accordance with these regulations.

1.6. Principal Period of Performance

1.6.1. Support services provided under this contract shall normally be performed between the core hours of 0800 to 1700 Local Standard Time at the site being serviced, Monday through Friday, excluding holidays defined in 1.6.2. Support services directed by the Government to be performed outside of the core hours will be paid at the premium rate defined in Schedule B of the contract. The contractor will be notified as soon as possible when the Government requires maintenance support services outside of core duty hours. The contractor may request approval from the CO or COR to perform support services outside of the core hours if necessary to accomplish requirements.

1.6.2. Contract personnel will not normally be expected to provide support services on established Federal holidays or on days observed in lieu of the holiday (except in emergency situations). The following is a list of Federal holidays:

January 1, New Year's Day
Third Monday in January, Martin Luther King Day
Third Monday in February, President's Day
Last Monday in May, Memorial Day
July 4, Independence Day
First Monday in September, Labor Day
Second Monday in October, Columbus Day
November 11, Veteran's Day
Fourth Thursday in November, Thanksgiving Day
December 25, Christmas Day

1.7. Transition Plans

1.7.1. Phase-In: It is essential to the Government that on-going support services required under this PWS be performed without interruption. Consequently, it is imperative that transition to full contract performance be accomplished in an efficient manner. The incoming contractor shall prepare a written phase-in plan and coordinate contract phase-in activities with the current contractor.

1.7.2. Phase-Out: At the conclusion of contract performance the outgoing contractor shall be required to assist in the orderly phase-in of the new contractor. When directed by the CO the outgoing contractor shall develop a recommended transition plan to assist in an effective turnover of on-going support services.

1.8. Quality Performance

1.8.1. Quality Control: The contractor shall develop a quality control plan to assure that maintenance support services provided under this contract meet the highest quality control standards. A draft copy of the contractor's quality control plan shall be submitted with their proposal.

1.8.2. Quality Assurance: The Government will monitor the contractor's performance under this contract. Performance shall be considered acceptable when it meets requirements of the contract and PWS. When performance is unacceptable the Government will meet with the project manager to discuss how performance shall be returned to acceptable levels, and how recurrence shall be prevented. Other remedies for unsatisfactory performance will be governed by the CO and the FAA Acquisition Management System.

2. Definition of Terms

Contracting Officer (CO) The person authorized on behalf of the Government to negotiate, award, administer and modify contracts. Except for certain limited authority delegated by the CO to a Contracting Officer's Representative (COR), the CO is the only individual with the authority to direct the work of the contractor.

Contracting Officer's Representative (COR) An authorized Government representative(s) acting within the limits of their delegated authority as authorized by the CO, for representation and management of the contract.

Contractor The term contractor, as used herein, refers to both the prime contractor and any subcontractors. The prime contractor shall be responsible for ensuring that subcontractors comply with provisions of the contract.

Core Hours 0800 to 1700 Local Standard Time at the site being serviced, Monday through Friday, excluding federal holidays.

Delivery Order An order for supplies or services issued by the contracting officer. The order will define billing information, delivery dates, delivery order number, and funding amount. The order will normally define support services to be provided and/or equipment/materials to be provided.

Performance Work Statement A document that describes the essential and technical requirements for maintenance tasks or services to be performed and standards used to determine whether the requirements have been met.

Quality Assurance Those actions taken by the Government to assure services meet the requirements of the PWS.

Quality Control Those actions taken by a contractor to control the performance of services so that they meet the requirement of the PWS.

Response Time That period of time which transpires from the time the contractor is notified by the Government of a need for support services until the contractor's personnel arrive on site to provide support services.

Software Updates Revisions to an existing software product that contain contractor sponsored modifications and corrections to existing errors.

Software Upgrades A new version of a software product that contains significant improvements in functionality and/or a new approach.

3. Government Furnished Property and Services

3.1. The Government will furnish, at no cost to the contractor, adequate working space, including heat, light, ventilation, electrical service, telephones (local calls only) for use of contractor personnel in performing support services defined in this PWS.

4. Contractor Furnished Property and Services

4.1. The contractor shall provide all personnel, labor, services, parts, administrative services and supervision to perform the requirements of this PWS and subsequent delivery order(s). The contractor shall provide related equipment and supplies necessary for accomplishing support services as defined in this PWS.

4.2. The contractor may be required to purchase miscellaneous equipment and/or materials. Equipment and/or material requirements to be purchased by the contractor will be identified by the CO in delivery order(s).

4.3. The project manager and/or alternate as defined in Section 1.4. shall be capable of receiving telephonic communications through an answering service or other continuous communication device, i.e. beeper, cell phone, etc. capable of providing prompt communications with the CO or COR. Communications must be available 24 hours a day, 7 days a week.

4.4. The contractor's employees shall provide and maintain their own general use hand tools commonly associate with computer maintenance/repair. Contract employees shall be responsible for security of their tools.

5. Support Services Required

5.1. General Requirements

5.1.1. The contractor shall provide maintenance support services including hardware, hardware parts, software and labor to maintain all IAPA system(s) in operational condition. Routine and Callback Maintenance Support Services shall be in accordance with the contractor's proposed plan as accepted by the Government. Routine and Callback Support Services shall be provided at all locations defined in Technical Exhibit 3.

5.1.1.1. All materials and support services (hardware, parts, software, installation and documentation) shall be the most modern and cost effective available. The contractor shall propose substitute items whenever it is offering, or the industry is offering, replacement or substitutes for the components in question and the contractor offers the particular product to any of its commercial or Government customers.

5.1.2. Only new standard parts or parts which meet or exceed the performance of new standard parts shall be used in performing Routine or Callback Support Services. Where it is required, a mail swap out of hardware is acceptable. Defective parts, which are removed by the contractor and replaced with new standard parts, become the property of the contractor.

5.1.3. The contractor may be required to provide Routine and Callback Support Services on IAPA systems that have been altered, expanded, or have attachments installed by the FAA. An appropriate contract modification will be negotiated to change Routine Support Service requirements and associated cost on an as needed basis.

5.1.4. The contractor shall install and maintain Software Updates and Upgrades as directed by the CO or COR as a part of Routine Support Services at rates defined in Schedule B of the contract. Routine and Callback Maintenance Support Services require that software be maintained to operate at optimum performance.

5.1.4.1. The vendor is responsible to keep up to date on software updates so that within 90 days of the release of an update or upgrade to software operating system, one copy of the update or upgrade and all supporting documentation shall be delivered to AMI-200c on appropriate distribution media for evaluation of impact to the IAPA system. If Government evaluation determines that the update or upgrade has a positive impact on IAPA system(s) performance or capability, the contractor may be directed by the CO to install the software update or upgrade on specific IAPA systems(s).

5.1.4.2. If the Government's evaluation determines that the update or upgrade has or may have a detrimental impact on IAPA system(s), the Government may task the contractor to correct identified problem(s). Any reprogramming required will be performed at the fixed hourly rate identified in Schedule B, CLIN 16.0 of the contract. Acquisition of additional hardware or software required to implement an update or upgrade shall be at the Government's expense.

5.1.4.3. The delivery order shall identify the effective date of required services, type and/or model number(s) of hardware and software to be serviced and estimated cost in accordance with Schedule B of the contract. Routine and Callback Support Service for new equipment shall begin immediately upon completion of any warranty period.

5.1.5. Maintenance Support services shall not include: the furnishing of expendable supplies; electrical work external to IAPA systems; adding or removing accessories, attachments or other devices; system components damaged as a result of transportation between Government sites, neglect, misuse, failure of electrical power, air-conditioning, humidity control, or causes other than ordinary use.

5.2. Transportation

5.2.1. Transportation of IAPA system(s) to be moved from or to another location will be arranged by the contractor. Associated shipping cost will be reimbursed to the contractor or the CO may authorize the contractor to ship by commercial carrier on a prepaid basis (Government Bill of Lading), in which case the Government shall be invoiced for transportation related cost.

5.2.2. The CO or COTR will provide advance notice to the contractor defining IAPA system(s) to be moved, move date(s), from/to locations, requirements for disassembly and/or reassemble of the system(s). The Government shall be charged for disassembly and re-assembly at the fixed hourly rate for Maintenance Callback Support Services during core duty hours as defined in Schedule B, CLIN 15.0 of the contract.

5.2.3. In those instances where a hardware part is removed and replaced using contractor provided replacement parts, the contractor will provide for the overnight shipment of the replacement part(s), and the Government will provide for the shipment of defective parts back to the contractor. Overnight shipping cost will be reimbursed to the contractor under the transportation line item in Schedule B.

5.3. Routine Maintenance Support Services

5.3.1. Routine Maintenance Support Services shall include all labor, parts and software necessary to maintain IAPA systems in operational condition at all user locations as identified in Technical Exhibit 3. Routine Maintenance Support Services shall normally be performed between the core hours of 0800 to 1700 Local Standard Time at the site being serviced. Routine Maintenance Support Services for all locations defined in Technical Exhibit 3 shall be performed at the monthly fixed rate defined in Schedule B, CLINS 1.0 through 8.0 of the contract.

5.3.2. The contractor shall provide Routine Maintenance Support Services within four (4) hours or less response time at the Mike Monroney Aeronautical Center at the fixed monthly rate as defined in Schedule B CLINS 1.0 through 8.0 of the contract.

5.3.3. The contractor shall provide Routine Maintenance Support Services at all other locations defined in Technical Exhibit 3 prior to close of business of the next calendar workday at the fixed rate defined in Schedule B, CLINS 1.0 through 8.0 of the contract. (Due to security constraints in some locations the contractor may not be allowed to continue work beyond core duty hours).

5.3.4. The contractor may be directed by the CO or COR to install or implement alterations, expansions or attachments to one or more IAPA systems. If alterations, expansions or attachments are to be made to all IAPA systems an appropriate contract modification will be negotiated to cover such services under Routine Support Services requirements.

5.4. Callback Maintenance Support

5.4.1. Callback Maintenance Support Services shall be performed by the contractor upon receiving notification from the CO or COR that an IAPA system(s) is inoperative or not functioning properly. Callback Support services may be outside routine service hours and/or on weekends. Callback Maintenance Support services directed by the Government to be performed outside of the core hours will be paid in accordance with CLIN 15.0.

5.4.2. The contractor shall provide Callback Maintenance Support Services within four (4) hours or less response time at the Mike Monroney Aeronautical Center at the fixed Callback Maintenance Support Service rate as defined in Schedule B of the contract.

5.4.3. The contractor shall provide Callback Maintenance Support Services at all other locations defined in Technical Exhibit 3 prior to close of business of the next calendar workday at the fixed rate defined in Schedule B of the contract. (Due to security constraints in some locations the contractor may not be allowed to continue work beyond core duty hours).

5.4.4. The contractor may be directed by the CO or COR to install or implement alterations, expansions or attachments to one or more IAPA systems. The Government shall be charged for implementing alterations, expansions or attachments on one or more systems at the fixed hourly rate defined for Callback Support Services as defined in Schedule B of the contract.

5.5. Technical Support

5.5.1. The contractor shall provide technical Maintenance support services, via telephone and email communications from Autometric for the Autometric Edge Tool Kit and associated software used in support of the IAPA program.

5.5.2. The Edge Tool Kit requires Sybase Query Server software to function. Software support for the product shall be provided by Autometric.

5.5.3. Autometric shall provide a contact person(s), telephone number(s), and email address for technical support personnel. Support service shall be available between the hours of 08:00 to 17:00 EDT.

6. Reports

6.1. The contractor shall keep the COR informed of all problems which will impact or may potentially impact any aspect of IAPA system and/or contract performance.

6.2. The contractor shall furnish a signed malfunction incident report to the on-site FAA contact upon completion of each support service call. This report may be delivered as a zmail message to system support. The report shall include as a minimum, the following:

- Date and time notified
- Date and time of arrival
- Type and serial number of serviced hardware and/or software
- Description of malfunction
- Type of support service provided

6.3. The contractor shall furnish a signed malfunction report at the end of each calendar month to the FAA COR. The report shall include as a minimum, the following:

Type and number of serviced hardware and/or software

Description of malfunction

Type of support service provided

A breakdown of the hardware and software malfunctions by type

6.4. The contractor shall maintain a database of hardware and software malfunctions.

7. DELIVERABLES AND SCHEDULES

7.1. The contractor shall furnish deliverables as specified and agreed upon in deliver orders or in accordance with schedules defined in the contract/PWS.

8. Applicable Regulations and Manuals

8.1. The contractor shall have access to all directives, manuals, policies and regulations available in AVN. Any additional documentation required in performance of this contract is the responsibility of the contractor.

**TECHNICAL EXHIBIT 1
HARDWARE TO BE MAINTAINED**

<u>TYPE</u>	<u>QUANTITY</u>
1. Indigo2 Impact 10000 Workstations/fileservers (Includes 2GB system disk, 1 (1GB) additional disk, and a floptical disk drive)	175
2. External Hard drives	23
3. IBM Laser Printer 4039/Optra 12R	44
4. Parity Tape, CDROM, HD Subsystem	29
5. Origin-200 Raid system with Origin 200 Challenge Raid	1 1
6. 4 GB/8BGB SE F/N SCSI Int. 4mm Dat-DDS2 Tape Drive	4

TECHNICAL EXHIBIT 2
 SOFTWARE TO BE MAINTAINED

TYPE	QUANTITY
1. Applix Version 4.3 (807.65.0.24)	
Applix Base	21
Applix SPS	21
Applix Data	21
Applix Wfilter	9
Applix Gfilter	9
2. Sybase	
Sybase Direct CONNECT	1
Sybase Replication Server	12
Sybase Server/Client (Upgrade in 1 yr.)	
3. SGI IRIX 6.2	
SGI Licenses	175
Clearcase (CaseVision) version 2.6.4	10
Workshop Version 2.6.4	
Compilers/dev options Version 7.1	
Networker Version 7.1	
Base with 10 client support	20
25 client add on support	2
5 client add on support	8
Tool.H++	
STL	
4. Other	9
RogueWave	
Netscape Version 4.04 (Public and Free)	175
Z.mail Version 4.0.1	175
Synchronize (current 1.3)	Servers 23
Upgrade to 2.0.7	Users 175
5. Autometric Software to include	
Edge Developers Tool kit	
Sybase Spatial Query Server	
(Requires Technical Support Services as defined in 5.5)	

All software is maintained at AMI-200c and is RDIST to each of the remote sites.

TECHNICAL EXHIBIT 3
LOCATION AND QUANTITIES OF EQUIPMENT TO BE MAINTAINED

<u>LOCATION/TYPE</u>	<u>QUANTITY</u>
A. Mike Monroney Aeronautical Center (MMAC) 6500 S. MacArthur Oklahoma City, OK 73125	
1. Airmans Record Building, Room 212c, AVN-22a Contact: Ron Witt 405-954-5885 Workstation (eyeore avn22)	1
Workstations	10
External Hard drives	10
Printers B/W	2
Parity Box	2
2. Multipurpose Building, AMI-200c Contact: Kathy Snodgrass 405-954-4977	
Workstations	14
External Hard Drives	14
Printers B/W	3
Parity Box several	
3. Air Navigational Facility, 1st Floor, AVN-100 Contact: Janelle McDaniel 405-954-5932	
Workstations	92
External Hard Drives	0
Printers B/W	21
Origin 200 RAID 2 Origin-200 1- RAID	5
Parity Box	4
4. Building #6 (Old Flight Standards), AMA-210 Contact: Greg Stakes 405-954-6749	
Workstations	12
Printers B/W	2
Parity Box	0
5. Registry Building, AFS-420 Contact: Gerry McAtor 405-954-6750	
Workstations	2
Printers B/W	1
Parity Box	1

B. REGIONS

	<u>LOCATION/TYPE</u>	<u>QUANTITY</u>
1.	New England BOS FPO 12 New England Executive Park Burlington, Mass. 01803 Contact: Susan Crumb 781-238-7220	
	Workstations	3
	Parity Box	1
	Printers B/W	1
2.	Eastern NYC FPO 1 Cross Island Plaza, Room 115 Rosedell, NY 11422-1484 Contact: Mike Vermuth 718-977-6525/6527	
	Workstations	2
	Parity Box	1
	Printers B/W	1
3.	Southern ATL FPO 1701 Columbia Ave. College Park, Georgia 30337 Contact: Gary Raymond 404-305-6039	
	Workstations	6
	Parity Box	1
	Printers B/W	2
4.	Great Lakes CHI FPO O'Hare Lake Office Center 2300 East Devon Ave. Des Plaines, Illinois 60016 Contact: Mike Ebels 847-294-7254	
	Workstations	3
	Parity Box	1
	Printers B/W	1
5.	Central NKC FPO 601 East 12th Street Federal Building Kansas City, Missouri 64106 Contact: Chuck Hawkins 816-426-3297	
	Workstations	3
	Parity Box	1
	Printers B/W	1
6.	South West FTW FPO 2601 Meacham Blvd. Fort Worth, Texas 78137-4298 Contact: Charlie Kettler 817-222-2229	
	Workstations	4
	Parity Box	1
	Printers B/W	1

<u>LOCATION/TYPE</u>	<u>QUANTITY</u>
6. South West FTW FPO 2601 Meacham Blvd. Fort Worth, Texas 78137-4298 Contact: Charlie Kettler 817-222-2229	
Workstations	4
Parity Box	1
Printers B/W	1
7. Alaska ANC FPO 222 West 7th Avenue #14 Anchorage, Alaska 99513 Contact: Merle Perrine 907-271-5220	
Workstations	3
Parity Box	1
Printers B/W	1
8. North West Mountain SEA FPO 1601 Lind Avenue, SW Renton, Washington 98055 Contact: Jim Mast 206-227-2222	
Workstations	5
Parity Box	1
Printers B/W	1
9. Western Pacific LAX FPO 15000 Aviation Boulevard Hawthorne, California 90261 Contact: Barry Rosenberg 310-725-7122	
Workstations	4
Parity Box	1
Printers B/W	1
C. OTHER SITES	
1. FAA Headquarters National Flight Data Center (NFDC) ATA-100 Room 626 800 Independence Ave. S.W. Washington D.C. 20591 Contact: Dick Powell/Roger Dean 202-267-790	
Workstations	1
Parity Box	1
Printers B/W	1
2. Flight Standards AFS-420, Rm 835 800 Independence Ave. S.W. Washington D.C. 20591 Contact: Lynn Boniface 202-267-8277	
Workstations	1
Parity Box	1
Printers B/W	1

3. National Ocean Service (NOS) Aeronautical Charting
Division

1505 East-West Highway Room 4531
SSMC4, mail code N/CG3151
Silver Spring, Maryland 20910-3281
Contact: Robert Niedermair 301-713-2911

Workstations	1
Parity Box	1
Printers B/W	1

LOCATION/TYPE QUANTITY

4. United States Air Force

Hq Air Force Flight Standards Agency
(AFFSA)/XOIP 1535 Command Dr. Suite D303
Andrews AFB, MD 20331-7002
Contact: Rick Funkhouser 301-981-2237/6713

Workstations	1
Parity Box	1
Printers B/W	1

5. United States Army

DIR USAASA ATTN: MOAS
9325 Gunston Rd. Suite N319
FT. Belvoir, VA
Contact: Walt Perron 703-806-4410

Workstations	1
Parity Box	1
Printers B/W	1

6. Independent Contractor

Alton Dobbins 281-554-6332
One Signature Point Dr. Apt 1616
League City, TX 7753

Workstations	1
External Hard Drive	1

ATTACHMENT 2.
***ADJUDICATIVE STANDARDS: ISSUES**

Major issues or conduct which standing alone would be disqualifying under suitability, for any position may include conviction records within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more related occurrences or a combination of two or more issues of any or all of the items listed below.

1. **Issues related to use or possession of intoxicants:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.
2. **Issues related to illegal use/possession of controlled substances or marijuana:**
Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; (6) health; (7) manufacturing; (8) addiction; (9) importing/trafficking; and (10) cultivating for sale.
3. **Issues related to financial responsibility:**
Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.
4. **Issues related to immoral conduct:**
Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.
5. **Issues related to honesty:**
Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.
6. **Issues related to disruptive or violent behavior:**
Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.
7. **Issues related to termination or forced resignation:**
Pattern of unemployability based on misconduct or delinquency as reflected in employment history.
8. **Issues related to firearms/weapons:**
Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.
9. **Miscellaneous issues:**
Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.