

SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.		2. SOLICITATION NUMBER DTFAWA-08-R-02390		3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		4. DATE ISSUED 10/25/2007		5. REQUISITION/PURCHASE NUMBER	
6. ISSUED BY Resource Management Branch Federal Aviation Administration 800 Independence Avenue SW Washington DC 20591				CODE ASU0360-ARA		7. ADDRESS OFFER TO (If other than Item 6)			

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

SOLICITATION

8. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until 1200 ET local time 11/26/2007
(Hour) (Date)

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

9. FOR INFORMATION CALL	A. NAME Liz A. Sandoval	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Liz.A.Sandoval@faa.gov
		AREA CODE 202	NUMBER 267-3163	EXT.	

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OFFER (Must be fully completed by offeror)

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

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

12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

14A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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14B. TELEPHONE NUMBER		14C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. SIGNATURE	17. OFFER DATE
AREA CODE	NUMBER			

AWARD (To be completed by CONTRACT AUTHORITY)

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

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

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

B.1 SUPPLIES/SERVICES

The contractor must administer the Federal Aviation Administration's (FAA) child care subsidy program as identified by the Office of Employee Relations & Benefits Division (AHP), to accomplish the requirements set forth in Section C, Statement of Work.

B.2 LABOR CATEGORIES

The FAA anticipates that performance of this contract will require the following labor categories:

- 1. Program Support Specialist**
- 2. Senior Support Manager**

Labor category qualifications are found in Section *H.7 Contractor Personnel Requirements*. If additional labor categories are required through subcontracts/consultant agreements, these will require prior approval by the Contracting Officer.

B.3 ESTIMATION FOR SERVICES TO BE FURNISHED AND PRICES

Contract Line Item Number (CLIN)	Description	Estimate of Subsidies Paid	Proposed Administration Fee	Estimated Cost
0001	Base Year – FAA Child Care Subsidy Administration	\$1,200,000.00	___%	\$_____
1001	Option Year 1 – FAA Child Care Subsidy Administration	\$1,200,000.00	___%	\$_____
2001	Option Year 2 – FAA Child Care Subsidy Administration	\$1,200,000.00	___%	\$_____
3001	Option Year 3 – FAA Child Care Subsidy Administration	\$1,200,000.00	___%	\$_____
4001	Option Year 4 – FAA Child Care Subsidy Administration	\$1,200,000.00	___%	\$_____
	Total Estimated Potential Value			\$_____

The FAA anticipates 1% of eligible families (approximately 460 families) will benefit from the childcare subsidy program.

PART I - SECTION C
SCOPE OF WORK

C.1 BACKGROUND

The Office of Human Resource Management's (AHR) mission is to advise and support the management of the Federal Aviation Administration's (FAA) people.

The contractor must administer the FAA's child care subsidy program. Federal legislation, which Congress enacted through Public Law 107-67, Sec. 630, on November 12, 2001, permits Federal agencies to administer a program to assist their lower income Federal employees with the costs of child care. A childcare subsidy program helps to offset the high costs of childcare. It allows the FAA to retain a qualified workforce by allowing parents to make the child care costs affordable while staying engaged with the workplace. Parents are also able to select a higher quality child care program which will likely result in less time spent concerned about the care.

To be eligible to participate, a child care provider must be a family child care home or child care center licensed and/or regulated by the State and, where applicable, local authorities (i.e. the provider must meet all requirements of its particular jurisdiction) where the service is provided.

This Statement of Work describes the program and outlines the reporting requirements.

C.2 SCOPE OF WORK

The scope of this contract is to administer a child care subsidy program for the Federal Aviation Administration. The contractor must:

1. Handle administrative tasks associated with the child care subsidy program, including providing information to support the FAA in responding to requests for information under the Freedom of Information Act or Privacy Act.
2. Provide agency employees with child care subsidy applications.
3. The FAA will establish guidelines which are based on total family income and provide those guidelines to the Contractor. The contractor must process child care subsidy applications and make a determination of eligibility and subsidy amount based on the child care subsidy guidelines established by the FAA.
4. Make available all records for review / audit purposes.
5. Maintain confidentiality for all of the information contained in the subsidy applications as per Acquisition Management System (AMS) clause 3.14-1 Security Requirements-Classified Contracts and AMS clause 3.14-2. Contractor Personnel Suitability Requirements.
6. Notify the parents and the child care provider of the amount of the subsidy that each family will receive and their effective dates
7. Ensure that those child care providers that receive Federal funds as the result of the agency's subsidy program are licensed and/or regulated by State and/or local authorities.

- a. Require child care providers to submit a copy of their latest license and/or statement of compliance from their State and/or local authorities
 - b. Ensure that licensed child care providers understand that if, for whatever reason, the provider is no longer licensed and/or regulated by the State and/or local authorities, the provider will immediately notify the contractor that administers the child care subsidy program and the Federal employee whose child is enrolled on the child care program. In such cases the provider will no longer be permitted to receive the tuition funds.
8. Receive monthly invoices for the child care subsidy amounts from the child care providers; verify services were received; and provide payment based on the invoiced amount 30 days after the date of the invoice. The contractor must pay the child care subsidy directly to the child care provider, and not to the Federal employee. The contractor must invoice for these payments to the FAA.
- a. Either the FAA Employee or the childcare provider will submit the invoice which will include a signed certification by both the FAA Employee and the childcare provider that the services were provided. The contractor must ensure that the child care provider submits a written invoice on a monthly basis to the contractor.
 - b. Child care subsidy awards will be quoted as weekly amounts and the invoices must be prepared using full week amounts, unless services for the child end during the course of a particular week.

The contractor must provide the appropriate personnel to perform the above services as described in Section *C.5 Key Personnel and Qualification Requirements*.

C.3 REQUIREMENTS

The Contractor must issue quarterly reports to the agency on the status of the agency's subsidy program. Quarterly reports must contain the following:

1. The amount of child care subsidies disbursed in a given month;
2. The number of children enrolled whose parents receive the child care subsidy;
3. The number of Federal employees from the agency who qualified for a subsidy and who are receiving the subsidy;
4. The total family income of each family that receives a child care subsidy broken down to reflect the salary for each partner in the family;
5. The amount of the child care subsidy for each recipient;
6. The grade level / compensation plan of the FAA employee in accordance with AMS clause 3.7-1 Privacy Act Notification and AMS clause 3.7-2 Privacy Act
7. The name and address of each child care provider that provides services for the child care subsidy recipients;
8. The number of total applicants for the quarter;
9. The number of applications in process;
10. The number of new child care subsidies and the number of applications who were ineligible;

11. The remaining balance each quarter of the agency's funds.
12. Financial information for tax purposes: the name of each employee who's day care provider received a child care subsidy for that month, Employee's social security number, and the amount of the subsidy received by the employee's child care provider.
13. Provide intermittent reports upon request.

C.3.1 Documentation: The contractor must update and maintain all pertinent Government documentation for the FAA as described herein, including, but not limited to, the following: childcare subsidy applications, licensing information, and childcare subsidy reports and other documentation required by FAA, as specified by the COTR. Documentation should be available in hard copy and electronic format such as PDF, Word, and/or CD-Rom.

C.4 DELIVERABLES

DESCRIPTION	DUE DATE
Quarterly Reports	No Later Than 15 Calendar Days at end of quarter (see section C.3)

C.5 TRAVEL

Travel will not be required.

C.6 HOURS OF PERFORMANCE

Support facility operations must be maintained and be consistent with Government personnel working hours Monday through Friday, excluding Federal Holidays outlined in Section H.4, unless otherwise specified. Primary hours of performance for contractor personnel, unless otherwise specified, are from **8:30am to 5:00pm**.

PART I - SECTION D
PACKAGING AND MARKING

D.1 PACKING AND PACKAGING

All deliverables under this contract must be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

D.2 GENERAL MARKING

In addition to information provided with shipping instructions, all deliverables must be marked on the outside of the packaging with the following:

1. FAA contract number;
2. Contractor's name and address; and
3. List of Contents

D.3 MARKING OF REPORTS

The Contractor must mark all data deliverables as follows:

1. Report Title;
2. Contract number;
3. Date; and
4. Distribution.

D.4 TRANSMISSION OF DELIVERABLES

All deliverable items required by this contract must be shipped F.O.B. destination, within the consignee's premises, with all mailing and transport expenses prepaid by the Contractor.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION

- (a) The Contracting Officer (CO) or the Contracting Officer's Technical Representative, listed in Section G.1 as the CO's duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all supplies and/or services to be provided.
- (b) Inspection, review or the anticipation of acceptance/approval of a contract item or contract data deliverable in the course of its preparation must not be construed as assurance of acceptance of the finished product.

The Contracting Officer must make final acceptance of all deliverable items, in writing.

E.2 3.10.4-4 INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)

- (a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor must provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor must be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government must perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor must furnish, and must require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may:
 - (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and
 - (2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or

(2) terminate the contract for default.

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 CONTRACT TYPE

The contract will be a firm fixed price basic contract.

F.2 CONTRACT PERIOD

The period of performance for this firm fixed price contract will be effective for one base year from the date of award with 4 one-year options.

F. 3 DELIVERABLES AND SCHEDULE

The deliverables and delivery schedule are set forth in Section *C.4 Deliverables*.

F.4 QUARTERLY REPORTS

Unless otherwise specified in delivery orders, the Contractor must distribute copies of each monthly report to the following addresses:

Federal Aviation Administration Attn: Liz A. Sandoval, Contract Specialist 800 Independence Ave., S.W. Room 402 Washington, D.C. 20591	Federal Aviation Administration Attn: Christina Kominoth, COTR 800 Independence Ave, SW Room 523 Washington, DC 20591
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F.5 PLACE OF PERFORMANCE

The childcare subsidy support services desired by FAA/AHR must be performed at the contractor's location within the continental United States.

F.6 NOTICE OF DELAY

If the contractor becomes unable to complete the contract work at the time(s) specified, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the contractor must give the Contracting Officer written notice of the anticipated delay and reason therefore. Such notice and reasons must be delivered promptly after the condition creating and anticipated delay becomes known to the contractor, but in no even less than forty-five (45) days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. Revision of the schedule is solely at the discretion of the Contracting Officer.

F.7 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DECEMBER 2005)

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

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-11 Government Delay of Work (April 1996)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G. 1 GOVERNMENT CONTRACT FOR GOVERNMENT ADMINISTRATION

The Office of Primary Responsibility (OPR) is AJA-482. The Contractor must use the following Government contacts and addresses for al matters regarding this contract.

a. Contracting Officer:

FEDERAL AVIATION ADMINISTRATION
Tim Spencer, Contracting Officer
800 Independence Avenue, S.W. Room 402
Washington, DC 20591
Phone: (202) 267-9845

b. Contract Specialist:

FEDERAL AVIATION ADMINISTRATION
Liz A. Sandoval, Contract Specialist
800 Independence Ave, SW, Room 402
Washington, DC 20591
Phone: (202) 267-3163

c. Contracting Officer's Technical Representative (COTR):

FEDERAL AVIATION ADMINISTRATION
Attn: Christina Kominoth, Contracting Officer's Technical Representative
800 Independence Avenue, S.W. Room 523
Washington, DC. 20591
Phone: (202) 267-9651

The COTR is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

The COTR is responsible for monitoring progress and overall technical management of the work hereunder and must be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the Contractor must contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor must promptly notify the Contracting Officer. The Contractor under such request must take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification. (See also section G.2 below.)

G.2 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 must 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.

G.3 INTERPRETATION OR MODIFICATION

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer (CO), or his/her authorized representative acting within the scope of his/her authority, must be interpreted as modifying or otherwise affecting the terms of this solicitation or resulting contract. All requests for interpretation or modification must be made in writing to the CO.

G.4 PROCEDURES FOR SUBMISSION OF INVOICES

The Federal Aviation Administration intends to make payment within 30 days of receipt of a properly prepared invoice submitted to the billing office below at either address:

U.S. MAIL

FAA Accounts Payable Branch, AMZ-110
PO Box 25710
Oklahoma City, OK 73125

FEDEX

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

The Contractor must submit an original and three copies of all invoices (including all supporting backup documentation) to the billing office noted above on a monthly basis. Certification of the invoices will be based on COTR and/or CO review. Invoice(s) must reference the Contract Number, Task Order Number, and type of services delivered. All invoices must include a detailed breakdown of the hours and dollars incurred against the contract, by task order.

The Contractor must submit a copy of the invoice to the Contracting officer and a copy to the COTR concurrent with submission of the invoice to AMZ-110.

For invoice inquiries, please contact the FAA Accounts Payable Branch, AMZ-110, at telephone number 405-954-5200.

For utility inquiries, please contact the FAA Accounts Payable Branch, AMZ-110, at telephone number 405-954-7276.

The payment will be made pursuant to the "Payment by Electronic Funds Transfer/Central Contractor Registration" clause in Section I of this contract.

G.5 CORRESPONDENCE PROCEDURES

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

- a. All correspondence relative to this contract must be addressed to the Contracting Officer. Correspondence of a technical nature must include an information copy addressed to the Contracting Officer's Technical Representative (COTR).
- b. Mail: The Contractor must use discretion in the use of "express" or "overnight" mail. These premium services should be used sparingly and in situations where the regular U.S. mail system would not be adequate for the timely transfer of technical or contract related documentation. Use of electronic mail or facsimile (FAX) service is encouraged where appropriate.

G.6 3.3.1-25 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT - CENTRAL CONTRACTOR REGISTRATION (CCR) (JUNE 2001)

(a) Method of payment. For any payment to be made after June 1, 2001, the Contractor must provide EFT information to the CCR database. Payments by the Federal Aviation Administration (FAA) under this contract, including invoice and contract financing payments, will be made by EFT, except as provided in paragraph (a)(1). If EFT makes payment, the FAA may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(1) In the event the FAA is unable to release one or more payments by EFT, the Contractor agrees to either:

(i) accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the FAA to extend the payment due date until such time as the FAA can make payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Central Contractor Registration (CCR) database with the information required in the CCR to make payment by EFT. The Contractor may register to the CCR online at www.ccr2000.com, or call the CCR Assistance Center toll free at (888)-227-2423 and request the necessary registration forms. The Contractor must have a DUNS number to begin registration. To obtain a DUNS number, call Dun & Bradstreet, Inc. at (800) 234-3867. In the event that the EFT information changes, the Contractor must be responsible for providing the updated information to the CCR database.

(2) If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the FAA of the payment receiving point applicable to this contract, the FAA must make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(c) Mechanisms for EFT payment. The FAA may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the FAA's option. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the FAA is not required to make any payment under this contract until after the correct EFT payment information from the Contractor has been provided to the CCR database. No invoice or contract-financing request must be deemed to be valid, as defined by the Prompt Payment Act, until correct EFT information is received into the CCR database.

(2) Changes made to an existing record in the CCR database will become effective not later than the 30th day after receipt in the CCR database. However, the Contractor may request that no further payments be made until the changed EFT information is implemented into the CCR database. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension must extend the due date for payment by the number of days of the suspension.

(e) Contractor EFT arrangements. The Contractor must designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (c) of this clause. The Contractor must pay all fees and charges for receipt and processing of transfers.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the FAA failed to use the Contractor-provided EFT information in the CCR database in the correct manner, the FAA remains responsible for

(i) making a correct payment,

(ii) paying any prompt payment penalty due, and

(iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information in the CCR database was incorrect, or was revised within 30 days at the time of FAA release of the EFT payment transaction instruction to the Federal Reserve System, and:

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

(ii) If the funds remain under the control of the payment office, the FAA retains the right to either make payment by mail or suspend the payment in accordance with paragraph (d) of this clause.

(g) EFT and prompt payment.

(1) A payment must be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor to the CCR database, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the FAA is notified of the defective EFT information.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the Contractor must require as a condition of any such assignment, that the assignee must register in the CCR database and must be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of

this clause must apply to the assignee as if it were the Contractor. EFT information, which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the FAA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the FAA of a change to the routing transit number, Contractor account number, or account type. The FAA must use the changed data in accordance with paragraph (d)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (d)(2) that no further payments be made until the changed EFT information is implemented by the payment office. The FAA is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 DISSEMINATION OF CONTRACT INFORMATION

The Contractor must 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. This statement includes seminars, professional society meeting/conferences and meetings with foreign dignitaries both government and from the private sector. Two copies of any material proposed to be published or distributed must be submitted to the Contracting Officer. The following schedule is established as a guideline when requesting consent (calendar days):

Written information - 15 days

Oral information - 15 days

Congressional information - 10 days

Any Contractor proposals for perspective work, exclusive of this contract, for which the Contractor may employ information generated in the performance of this contract, the Contractor is required only to notify the Contracting Officer of its intent to submit a proposal. Such notification must include a brief description of the requirement for which the Contractor is proposing and indicate the Government or business entity to which the proposal is being submitted.

H.2 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS

The Contractor must provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor must not provide technical direction of, or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts must not be binding on other Government contractors. The Contractor must not take any action with respect to other contractors that causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, must modify or otherwise affect any provision of this contract.

H.3 CONTRACTOR ACQUIRED PROPERTY

Title to material, equipment and property that the contractor is authorized to purchase under this contract as a direct cost to the Government must pass to and vest in the Government upon receipt of the equipment or property by the contractor. This property must be controlled in accordance

with AMS Clause 3.10.3-2. Inspection and acceptance provisions for this property will be identified at the time the purchase is authorized.

H.4 FEDERAL HOLIDAYS OBSERVED

Working hours scheduled must observe Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

When one of the above-designated holidays falls on a Sunday, the following Monday will generally be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is generally observed as a holiday.

H.5 CONFIDENTIALITY OF DATA AND INFORMATION

The Contractor, and any consultants or lecturers, in the performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor, and any consultants or lecturers, agree to abide by any restrictive use conditions on such data and not to:

Knowingly disclose such data or information to others without written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of the Contractor; and

Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault of the Contractor.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor must obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for the Government's information. These agreements must prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the agreement or from the Government must be protected from

unauthorized use of disclosure to any individual, corporation, or organization so long as it remains proprietary.

The Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and/or information, and in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor must obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which must in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract unless such information otherwise falls in to the public domain through no action or fault of the Contractor or employee.

The Contractor agrees to hold the Government harmless and to indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, consultants, lecturers, or other agents of any kind.

The Contractor agrees to include the substance of this provision in all subcontracts, including consultant and lecturer subcontracts, awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Contractor considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely, written, advance notice of these and any other extenuating circumstances.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor must return all data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from other companies must be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, must be returned to that company. The Contractor must further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations thereof of data or information, which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (or subcontractor's) records and destroyed. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data or information obtained from other sources without restriction.

Work performed under this contract may involve access to information (including but not limited to specifications, engineering requirements, cost estimates, and other sensitive data) relating to but in advance of acquisition actions. Consequently, the Contractor (including individual employees) must not release or communicate any such information, whether oral or written, to any person except FAA personnel; employees of the Contractor with a "need to know"; and such other personnel as may be designated in writing by the Contracting Officer.

H.6 AMS 3.8.2-17 KEY PERSONNEL AND FACILITIES (July 1996)

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

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

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

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

Program Support Specialist: _____
Senior Support Manager: _____

(End of clause)

H.7 CONTRACTOR PERSONNEL REQUIREMENTS

Professional labor categories and skill levels required on this contract for personnel active on the contract (either full or part time) are outlined below.

1. Program Support Specialist:

- A. Minimum/General Experience: 1 year of experience in supporting the administration of a child care subsidy program.
- B. Minimum Education: No education requirements are established.

2. Senior Support Manager:

- A. Minimum/General Experience: 5 years experience administering a child care subsidy program.
- B. Minimum Education: No education requirements are established.

H.8 NON-PERSONAL SERVICES

The Contractor agrees that this is a non-personal service contract. For the purposes of the contract the Contractor is not, nor must it hold itself out to be, an agent or partner of, or joint

venturer with, the Government; and that the Contractor must neither supervise, nor accept supervision from, Government employees.

No personal services must be performed under this Contract. No contractor employee will be directly supervised by the Government. All individual contractor assignments, and daily work direction must be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor must promptly notify the Contracting Officer of this communication or action.

The contractor must not perform any inherently governmental functions under this contract. No contractor employee must hold him or herself out to be a Government employee, agent, or representative. No contractor employee must state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with this contract, contractor employees must identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee must state that they have no authority to in anyway change the contract.

Pursuant to AMS 3.8., the CO may waive this provision to the extent that individual work orders may require Personal Services, provide that the required FAA approvals are obtained prior to the performance of the services.

(End of clause)

H.9 REPORTS OF PROBLEMS

In addition to the reports specified in the *C.4 Deliverables*, the Contractor must bring actual or potential problems to the attention of the Contracting Officer and/or COTR as soon as they are known. Oral reports must be followed by written narrative reports to the Contracting Officer within 5 working days.

**PART II - SECTION I
CONTRACT CLAUSES**

**I.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(DECEMBER 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-5	Disclosure of Conflicts of Interest (May 2001)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 1996)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-10	Availability of Funds (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (January 2003)
3.3.2-1	FAA Cost Principles (October 1996)
3.4.2-6	Taxes—Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-7	Federal, State, and Local Taxes--Fixed Price Contract (April 1996)
3.6.2-1	Contract Work Hours and Safety Standards Act—Overtime Compensation (September 2003)
3.6.2-2	Convict Labor (April 1996)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
3.6.2-13	Affirmative Action for Workers with Disabilities (April 2000)
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)
3.6.2-28	Service Contract Act of 1965, as Amended (April 1996)
3.6.3-1	Clean Air and Water Certification (April 2000)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-12/alt I	Changes--Fixed-Price (April 1996)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.13-11	Plain Language (July 2006)

I.2 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. The option provision may be exercised more than once, but the total extension of performance hereunder must not exceed 6 months. The Contracting Officer

may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

I.3 3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (APRIL 2006)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

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

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

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

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

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

(End of clause)

I.4 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (OCTOBER 2005)

(a) Method of payment.

(1) All payments by the Government under this contract must be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

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

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

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

(e) Liability for uncompleted or erroneous transfers.

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

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

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

(End of clause)

I.5 3.9.1-1 CONTRACT DISPUTES (NOVEMBER 2002)

(a) All contract disputes arising under or related to this contract must be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and must 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 must 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 must 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 must be filed at the following address:

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

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

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

(e) A contract dispute against the FAA must 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 must 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 must 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 must 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 must 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 must be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

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

(End of clause)

I.6 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor must be in writing, and must be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the

Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer must either--

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

(End of clause)

I.7 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS
(JANUARY 2003)

a. In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.

b. For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.

c. The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in FAA Procurement Guidance entitled "Novation and Change-Of-Name Agreements" published at http://fast.faa.gov/procurement_guide/html/3-10-1.htm.

d. When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

(End of Clause)

I.8 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)

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

(End of clause)

I.9 3.14-1 SECURITY REQUIREMENTS-CLASSIFIED CONTRACTS (JULY 2002)

(a) This clause applies to the extent that this contract involves access to information that is classified as "Confidential," "Secret," or "Top Secret."

(b) The Contractor must comply with the requirements in (1) the Contract Security Classification Specification (DD Form 254) included in the current edition of the National Industrial Security Operating Manual (DOD 5220.22-M) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contactor has access to classified information at an FAA owned or FAA leased facility, it must comply with the security requirements of the FAA.

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

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

**I.10 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS
(JULY 2006)**

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

(1) Facilities;

(2) Sensitive information; and/or

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

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

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

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

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

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

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

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

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

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

Headquarters Contracts:

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

Regional and Center Contracts:

None

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

- (d) The contractor must submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.
- (e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.
- (f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.
- (g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.
- (h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.
- (i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.
- (j) The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.
- (k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.
- (l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

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

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

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

(End of clause)

**PART III - SECTION J
LIST OF ATTACHMENTS**

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ATTACHMENT J.1: CUSTOMER SURVEY

PAST PERFORMANCE SURVEY

Individual Score Sheet

Company: _____
 Date: _____
 Contact: _____

Contract Number: _____
 Contract Type and Value: _____
 Period of Performance: _____

Description of products/services: _____

Not Applicable Poor Good Excellent

1. Quality of Service – management of multiple tasks.

- a. How would you rate the Contractor’s compliance with contract or task requirements?
- b. How would you rate Contractor’s timeliness of reports and documentation?
- c. How would you rate Contractor’s completeness and accuracy of work?

	Not Applicable	Poor	Good	Excellent
a.				
b.				
c.				
OVERALL RATING				

OVERALL RATING

2. Sufficiency and efficiency of resource allocation to achieve results.

- a. How would you rate the Contractor’s appropriateness of assigned personnel for project?
- b. How would you rate the Contractor’s effectiveness of contract/subcontract management?

	Not Applicable	Poor	Good	Excellent
a.				
b.				
OVERALL RATING				

OVERALL RATING

3. Ability to provide acceptable services timely and within budget.

- a. How would you rate the Contractor’s overall timeliness in meeting delivery schedules?
- b. How would you rate the Contractor’s overall ability to perform within budget?

	Not Applicable	Poor	Good	Excellent
a.				
b.				
OVERALL RATING				

OVERALL RATING

4. Responsiveness to customer requests.

a. How would you rate the Contractor’s response time in addressing customer’s concerns and inquiries?

b. How would you rate the Contractor’s early identification of problems/timely resolution capability?

c. How would you assess the overall quality of customer service/assistance rendered?

Additional Comments related to Contractor’s performance on this contract:

Rating Definitions

Excellent	Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach, innovative technology; effective management and administration; commitment to quality and customer satisfaction.
Good	Performance met or exceeded all contract or task requirements and exceeded minimal requirements in some areas. No exceptional strengths, features or innovations. No problem with quality, timeliness or cost issues. Management was responsive.
Poor	Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.
N/A = Not applicable	Survey criteria not applicable to this contract or task.

ATTACHMENT J.2: CLIENT AUTHORIZATION LETTER

Sample Client Authorization Letter

Dear "Client":

We are currently responding to the Federal Aviation Administration (FAA) Request for Proposal: _____. They are placing increased emphasis in their procurements on past performance as source selection factor. They are requiring that clients of entities responding to their solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. _____, of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to: _____.

Sincerely,

ATTACHMENT J.3 DELPHI VENDOR ENTRY FORM

**Bold/Yellow indicates required fields

NAME: _____ PHONE: _____ DATE: _____
E-MAIL ADDRESS: _____

SUPPLIER NAME: _____ New Modifying
TAXPAYER ID: _____ DUNS or DUNS + 4 NO. _____

CLASSIFICATION/TYPE: No Cost Lease/Award Vendor Federal Agency

FEDERAL AGENCY LOCATION CODE (ALC): _____ * For New Agencies

GENERAL: Parent Supplier Name: _____
Tax ID Number: _____

ORGANIZATION TYPE: Corporation Government Agency
 Individual Partnership
 Foreign Corp / Govt Agency / Indiv / Partner
 Reimbursable Non-Govt (Supplier/Grant Sponsor/State & Local Govt)

CCR: VENDOR IS REGISTERED: Yes No

SUPPLIER SITES: (Additional sites or additional Tax Reporting Address forward as attachment)
 New Adding Site Modifying Site

Supplier Number: _____ Supplier Site Name: _____
Country: United States Other: _____
Address _____

City: _____ State: _____
County: _____ Zip Code: _____

PAYMENT: Payment Method: Electronic Check (Waiver Required)

SITE USES AND TELEPHONE:
Purchasing Site Pay Site Primary
Voice (Area Code & Number) _____
Fax (Area Code & Number) _____

Note: Provide this information only if obtained at Contract award.

SUPPLIER CONTACTS:
1. Last Name: _____ First: _____ MI _____
Title: _____ Telephone: _____
2. Last Name: _____ First: _____ MI _____
Title: _____ Telephone: _____

BANK: Bank Name: _____
Account Name: _____
Bank ABA Routing No: _____
Account Number: _____
Account Type: Checking Savings

ATTACHMENT J.4 BUSINESS DECLARATION FORM

1. Name of Firm: _____ Tax Identification No.: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
5. Controlling Interest in Company ("X" all appropriate boxes)
- a. Black American b. Hispanic American c. Native American d. Asian American
- e. Other Minority (Specify) _____ f. Other (Specify) _____
- g. Female h. Male i. 8(a) Certified (Certification letter attached) j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- a. Yes b. No (If "NO," provide the name and telephone number of the person who has this authority.)

7. Nature of Business (Specify all services/products (NAIC)) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: a. Sole Ownership b. Partnership
- c. Other (Explain) _____
10. Gross receipts of the firm for the last 3 Yrs.
- | | | | |
|------|-------|------|-------|
| a.1 | _____ | b.1. | _____ |
| a.2. | _____ | b.2. | _____ |
| a.3 | _____ | b.3. | _____ |
11. Is the firm a small business? a. Yes b. No
12. Is the firm a service disabled veteran owned small business? a. Yes b. No
13. Is the firm a socially and economically disadvantaged small business? a. Yes b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING

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

14. a. Signature _____ b. Date: _____
- c. Typed Name _____ d. Title: _____

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

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

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-35 Annual Representations and Certifications (July 2004)**
3.2.5-2 Independent Price Determination (October 1996)

K.2 3.2.2.3-23 PLACE OF PERFORMANCE (JULY 2004)

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

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street:
 City:
 State:
 Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

K.3 3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

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

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

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

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

(c) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other--State basis. _____.

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity

Not a corporate entity

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

A common parent does not own or control the offeror as defined in paragraph (a).

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.4 3.2.2.7-7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APRIL 1996)

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

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

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

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

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

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

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror

knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

K.5 3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APRIL 2006)

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

Name: _____

Title: _____

Phone Number: _____

(End of provision)

K.6 3.8.2-18 CERTIFICATION OF DATA (OCTOBER 1996)

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

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

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

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

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

(End of provision)

K.7 3.13-4 CONTRACTOR IDENTIFICATION NUMBER/DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)

(a) Definitions. As used in this clause

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

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

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

DUNS OR DUNS+4 NUMBER: _____

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

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

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

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

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-19 Contract Award (July 2004)**

L.2 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of a basic firm fixed price contract resulting from this Request for Proposal (RFP).

(End of provision)

L.3 3.9.1-3 PROTEST (NOVEMBER 2002)

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

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts must be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and must 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 must apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

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

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

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

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

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

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

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

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

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

(f) Protests must be filed at:

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

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

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

(g) At the same time as filing the protest with the ODRA, the protester must serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same

day as it is to be received by the ODRA. The protest must include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

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

(End of provision)

L.4 PERIOD OF OFFER

Proposals must be considered binding for 120 calendar days from the solicitation closing date. Proposals may offer more than 120 days, however proposals offering less than 120 days may be deemed to be unacceptable.

L.5 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The FAA will not pay for the information solicited, nor reimburse the Offerors for any costs incurred in the preparation of, or the submission of any response to this SIR or in making necessary studies or designs for the preparation thereof.

Furthermore, no pre-contract costs will be allowed on this contract. Pre-contract cost are defined as any costs incurred at the Offeror's risk in anticipation that any such costs may later be charged to any resulting contract, and to the extent that they would have been allowable if incurred after the date of the contract and to the extent authorized by the Contracting Officer.

L.6 DISCUSSIONS WITH OFFERORS

The Contracting Officer reserves the right to conduct written or oral discussions with all, some or none of the Offerors. Offerors will be notified of the date, time, and place for any such oral discussions. Any such discussions will be conducted in accordance with FAA acquisition policies and procedures.

L.7 DISPOSITION OF PROPOSALS

Proposals will not be returned, except for timely withdrawals.

L.8 RESPONSIBILITY DETERMINATION

Contract award will be made only to a contractor determined by the Contracting Officer to be responsible. To be determined responsible, a prospective contractor must:

- have adequate resources (financial, technical, etc.) to perform the contract, or the ability to obtain them;
- be able to comply with the required or proposed delivery or performance schedule, considering all existing business commitments;
- have a satisfactory performance record;
- have a satisfactory record of integrity and business ethics; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

L.9 COMMUNICATIONS WITH OFFERORS

The government may, at any time, communicate with offerors on an individual basis to explain or clarify particular aspects of the competition, to negotiate as appropriate the terms and conditions of the proposed contract, or to seek clarification of offerors' submissions. Offerors should provide in their submissions a Point of Contact (POC), both voice and facsimile telephone numbers, and e-mail addresses for this purpose. The corresponding government information is:

POC: Liz A. Sandoval, Contract Specialist AJA-482
Telephone: (202) 267-3163
FAX: (202) 267-5142
e-mail: Liz.A.Sandoval@faa.gov

Any questions should be submitted electronically to the Contract Specialist, Liz A. Sandoval, liz.a.sandoval@faa.gov, no later than 12:00PM November 5, 2007. Only responses provided or endorsed by the Contract Specialist or Contracting Officer are to be relied upon by the Offeror in preparing and submitting its offer.

L.10 INSTRUCTIONS TO OFFERORS

Offerors' responses to this solicitation must be submitted in two volumes.

1. Volume I, Technical Proposal, is to consist of the Management Capabilities, Past Performance, and Key Personnel with resumes.

2. Volume II, Offer and Price Proposal, is to contain the Offer which is to consist of sections A through K of this solicitation with all fill-ins completed in accordance with instructions below and the Price Proposal. Any subsequent contract will consist of Sections A through K.

Specific instructions for these volumes are as follows:

L.10.1 Volume I - Technical Proposal

The Technical Proposal must consist of three sections:

Section 1 – Management Capability (35%): The offeror must provide evidence of substantial knowledge and experience with the administration of child care subsidy programs as per the SOW (Section C.2), including the processing of applications, determining eligibility of subsidies, reporting requirements, and childcare database maintenance.

Section 2 – Past Performance (35%): The offeror must provide a description of past experience in child care subsidy program administration, both public agencies and private businesses.

Each offeror is to include a list of references for not more than 3 of the offeror's contracts for similar effort of comparable size, complexity and scope where performance occurred during the last three years. The offeror must include for each such contract the following information: contract type, period of performance, contract dollar value, customer point-of-contact and telephone number, description of products or services provided, and whether the offeror was a prime or subcontractor. Additionally, the offeror must include a customer survey (see attachment J.1) for each such contract which must be submitted to the FAA Contract Specialist by the customer point-of-contact the proposal due date specified in Section L.12.

Section 3 – Key Personnel (30%): The offeror must demonstrate that personnel to perform the contract services effectively are available, including relevant experience. A resume must be submitted for each person proposed in each labor category.

L.10.2 Volume II – Offer and Price Proposal

Propose firm fixed price for the base period and each option year outlined in Section B, summarizing the total potential contract value.

A. Offer and Other Documents - Volume II, Part A includes the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and other statements of the Offeror, and any other administrative information. Volume II, Part A must be organized as follows:

Section A

Standard Form 33 Solicitation, Offer, and Award (SF-33), blocks 12-18 contractor fill-ins are self-explanatory. The SF-33, block 17 must be signed by an agent of the company authorized to make the offer.

Section B

The offeror must complete Section B according to the instructions in Part B – Price Proposal of L.10.2.

Section J

The offeror must have the Customer Surveys (Attachment J.1) submitted via e-mail directly to the Contract Specialist by the Company/Government Point of Contact filling out the form. Also, the offeror must provide a completed Delphi Vendor form (Attachment J-3) with the information marked with asterisks on the Delphi Vendor form. The offeror must provide the Business Declaration Form (Attachment J.4).

Section K

The offeror must complete Section K, Representation, Certifications, and Other Statements of offerors.

Financial Information

The offeror must demonstrate financial viability and provide its balance sheets and income statements for the last three years and its credit lines of reference. The financial statements must include all notes to them, and if the statements have been audited, they must include the auditors' report. It is not necessary to submit financial statements of proposed subcontractors.

Part B – Price Proposal**a. General Instructions and Notices**

Unrealistically low proposed prices will be grounds for eliminating a proposal from competition on the basis that the offeror does not understand the requirement.

The Government reserves the right to request additional information from offerors subsequent to the receipt of proposals.

b. Section B

The offeror must include in its price proposal a completed Section B. The offeror must insert rates in Section B. Rates are required for each of the five contractual periods. All rates must be in dollars and cents.

L.11 PROPOSAL PRESENTATION

- a. Binding and Labeling - A binder cover sheet must be affixed to each volume, which clearly identifies each volume, volume number, Solicitation number and identification, and offeror's name. Volume number must appear on the edge of the binder to allow for rapid accountability when placed in a vertical position in a storage cabinet. All documentation must be three-hole punched and assembled in three-ring binders. If material for a volume requires more than one book, then that volume must be labeled with the name and number of the volume and book number, if any, i.e., Volume I, Technical Proposal, Book 1 of 2.
- b. Indexing - Tab indexing must be used to identify all proposal sections. Each volume must be organized such that an extensive search of the proposal is not necessary for its review. Information not in its appropriate section and not appropriately referenced may be assumed to have been omitted.
- c. Page Size, Font, Spacing and Page Numbering - Page size must be 8-1/2 by 11 inches. Pages must be consecutively numbered. The font size must not be less than 12-point with single line spacing.

L.12 TIME, DATE, PLACE, AND SUBMISSION OF PROPOSALS

- a. METHOD – Offerors must submit:
 - Four hard copies of Volume I, Technical Proposal
 - Two hard copies of Volume II, Offer and Price Proposal
 - One soft copy of Volumes I and II (Technical and Price Proposals) in Microsoft Word or PDF file submitted in a CD-Rom.
- b. ADDRESSES--Proposals must be sent to the Contracting Officer at the following address:

Liz A. Sandoval, AJA-482, Room 402
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, DC 20591
- c. TIME AND DATE – **Complete proposals must be received by the Contact Specialist by no later than 12:00 P.M., Eastern Standard Time on November 26, 2007.**

- d. SIGNED ORIGINALS – One copy of the proposal must contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.
- e. PROPOSAL SUBMISSION – Offerors assume the full responsibility of ensuring that proposals are received at the place and time specified above. Late proposals will not be accepted.
- f. ALTERNATE PROPOSALS – Offerors must submit only one proposal. Alternate proposals will not be considered.

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD
M.1.1 GENERAL

(a) This is a best value source selection conducted in accordance with the FAA Acquisition Management System. Award will be made to the offeror whose proposal is judged to represent the best value to the government. Best value will be based on an evaluation of all factors considered against the stated evaluation criteria. To arrive at a best value decision, the Source Selection Official (SSO) will integrate the source selection team's evaluations of the specific criteria described below. While the government source selection evaluation team and the SSO will strive for maximum objectivity, the source selection process, by nature, is subjective and professional judgment is implicit throughout the entire process. The government intends to select one contractor. However, the government reserves the right to award no contract at all, depending on the quality of the proposals submitted and the availability of funds.

(b) Proposals will be evaluated with respect to Management Capability, Past Performance, Key Personnel, and Price.

(c) In determining the best value, the non-price factors are collectively more important than price. The weighted scores for the non-price factors will be used during the evaluations as follows: Management Capability (35%), Past Performance (35%), Key Personnel (30%). The closer the Offerors are rated in the non-price factors, the more important price becomes.

M.2 EVALUATION FACTORS AND RATING DEFINITIONS

M.2.1 Technical Evaluation

The technical evaluation team (TET) must conduct an evaluation of the offeror's technical volume of their proposal, which will consist of the evaluation of offerors' responses to the following three areas (Management Capability, Past Performance, and Key Personnel) as further described below and as depicted in Section M of the SIR:

Section 1 – Management Capability (35%). This section must provide evidence of substantial knowledge and experience with the administration of child care subsidy programs as per the SOW (Section C), including the processing of applications, determining eligibility, reporting requirements, and childcare database maintenance. Within each of these knowledge areas the TET will use the listed criteria (section C.2) to evaluate completeness of the offeror's response. The TET may consider the entire text of the offeror's technical proposal to support their evaluation of the required knowledge areas as per the SOW (Section C).

Section 2 – Past Performance (35%). This section of the offeror's technical proposal addresses the offeror's past performance submission.

With the information provided in accordance with Section L, the TET will evaluate the experience of the vendor against the following criteria, all of which are of equal importance:

- 1) Ability to process child care subsidy application efficiently effectively.
- 2) Ability to provide child care subsidy services to a large employee population
- 3) Ability to provide customized reports
- 4) Responsiveness to customer requests and overall satisfaction.

Section 3 – Key Personnel (30%). This section of the offeror’s technical proposal addresses the offeror’s proposed key personnel. Key Personnel’s resumes will be evaluated for experience requirements as per Section C.5 in the SOW.

M.2.2 Technical Evaluation Rating Definitions

Technical Rating Definitions (other than past performance)

General Description	Description and Definition
Exceptional	Proposal demonstrates/indicates elements that exceed the Government’s requirements. Several strengths are identified and are presented as beneficial to the Government.
Acceptable	Proposal is responsive to the requirement and meets, but does not exceed, the specified requirements. Few strengths and minor deficiencies are identified.
Unacceptable	Proposal fails to meet minimum requirements and has significant deficiencies identified.

Past Performance Rating Definitions

Excellent	Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach, innovative technology; effective management and administration; commitment to quality and customer satisfaction.
Good	Performance met or exceeded all contract or task requirements and exceeded minimal requirements in some areas. No exceptional strengths, features or innovations. No problem with quality, timeliness or cost issues. Management was responsive.
Poor	Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.
N/A=Not applicable	Survey criteria not applicable to this contract or task.

M.2.3 Price Evaluation

The Government will evaluate the reasonableness of the offeror's proposed prices for the base year and all option years. A price is "reasonable" if it does not exceed that which a prudent person would pay in the conduct of a competitive business. When determining reasonableness, the Government reserves the right to compare each offeror's proposed prices to competing offerors' proposed prices.