

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 16, 22, 23, & 28

2. CONTRACT NO. DTPAAC-04-C-00014		3. AWARD/EFFECTIVE DATE 03/19/2004	4. ORDER NUMBER	1. REQUISITION NUMBER AC-04-00644	PAGE OF 1 11
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Carolyn Engelke		b. TELEPHONE NUMBER (No collect calls) 405-954-7825	8. SOLICITATION ISSUE DATE
9. ISSUED BY		CODE AMQ0310-ARC		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE <input type="checkbox"/> SMALL BUSINESS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE

14. DELIVER TO A6973DGF 6973DG FAA AERO CENTER, AVN-27 ACQUISITION SUPPORT TEAM, ARB, 212D 6500 S. MACARTHUR OKLAHOMA CITY OK 731696900 US		CODE A6973DGF	15. ADMINISTERED BY AMQ-340 CONTRACT MANAGEMENT TEAM FAA AERONAUTICAL CENTER PO BOX 25082 MPB ROOM 369 OKLAHOMA CITY OK 73125	12. DISCOUNT TERMS	13. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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18a. CONTRACTOR/OFFEROR C2 TECHNOLOGIES INC SUITE 840 1921 GALLOWS ROAD VIENNA VA 22182		CODE	FACILITY CODE	17a. PAYMENT WILL BE MADE BY FAA AC ACCTG OFC DOT/FAA AMZ-100 PO BOX 25710 OKLAHOMA CITY OK 73125	CODE FAA AC ACCTG O
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16b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		17b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 17a. UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
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18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY	21. UNIT	22. UNIT PRICE	23. AMOUNT
	DISTRIBUTION: DB Contractor shall continue development of the AVN Process Tracking System (APTS) to Continued ...				

24. ACCOUNTING AND APPROPRIATION DATA See schedule	25. TOTAL AWARD AMOUNT (For Contract Authority Use Only) \$565,729.00
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26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	27. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: OFFER
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28a. SIGNATURE OF OFFEROR/CONTRACTOR	28b. NAME AND TITLE OF SIGNER (Type or Print) Carolyn S. Engelke	28c. DATE SIGNED 3/19/04	29. CONTRACT AUTHORITY (SIGNATURE OF CONTRACTING OFFICER) <i>Carolyn Engelke</i>
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30a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	31. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. VOUCHER NUMBER	33. AMOUNT VERIFIED CORRECT FOR
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32b. SIGNATURE OF AUTHORIZED CONTRACT AUTHORITY REPRESENTATIVE	32c. DATE	34. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	35. CHECK NUMBER
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39a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	39b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	39c. DATE	40a. RECEIVED BY (Print)	40b. RECEIVED AT (Location)	40c. DATE RECD (YYMMDD)	40d. TOTAL CONTAINERS
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NAME OF OFFEROR OR CONTRACTOR
C2 TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	<p>include, but not be limited to existing software in use and currently under development. The contractor shall also perform system maintenance, system enhancements, user training, provide incidentals and support AVN in travel as ordered by FAA. The Contractor shall provide qualified personnel, facilities, related equipment, supplies, and services necessary for performance of the Task Performance Work Statement (TPWS).</p> <p>FOB: Destination</p> <p>BASE YEAR (Applicable to CLINs 001 thru 008 only) MARCH 19, 2004 THRU SEPTEMBER 30, 2004.</p> <p>System Maintenance (Labor Hour) Services IAW TPWS Para. 5.1 and 8.3 Obligated Amount: \$76,609.00 ISO9000: N Delivery: 09/30/2004 Project Data: 12XXFAMGTADM.MA0100.AC8N200000.25704.02/20/2004.1240100000.449000 Accounting Info: 1240100000.2004.404P449000.AC8N200000.25704.61006600.0000000000.0000000000.0000000000 acct1: 1240100000 acct2: 2004 acct3: 404P449000 acct4: AC8N200000 acct5: 25704 acct6: 61006600 Period of Performance: 03/19/2004 to 09/30/2004</p>				76,609.00
002	<p>System Enhancements (Labor Hour) Services IAW TPWS Para. 5.2 and 8.4 Obligated Amount: \$102,146.00 ISO9000: N Delivery: 09/30/2004 Project Data: 12XXFAMGTADM.MA0100.AC8N200000.25704.02/20/2004.1240100000.449000 Accounting Info: 1240100000.2004.404P449000.AC8N200000.25704.61006600.0000000000.0000000000.0000000000 acct1: 1240100000 acct2: 2004 acct3: 404P449000 acct4: AC8N200000 acct5: 25704 acct6: 61006600 Period of Performance: 03/19/2004 to 09/30/2004</p>				102,146.00
003	<p>Joint Application Development Report (Labor Hour) IAW TPWS Para. 8.2 Obligated Amount: \$25,536.00 ISO9000: N Delivery: 09/30/2004 Project Data: 12XXFAMGTADM.MA0100.AC8N200000.25704.02/20/2004.1240100000.449000 Accounting Info: 1240100000.2004.404P449000.AC8N200000.25704.61006600.0000000000.0000000000.0000000000 Continued ...</p>				25,536.00

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NAME OF OFFEROR OR CONTRACTOR
C2 TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
004	0.0000000000 acct1: 1240100000 acct2: 2004 acct3: 404P449000 acct4: AC8N200000 acct 5: 25704 acct6: 61006600 Period of Performance: 03/19/2004 to 09/30/2004 Application Development (Labor Hour) Services IAW Para. 5.3 and 8.5 Obligated Amount: \$306,438.00 ISO9000: N Delivery: 09/30/2004 Project Data: 12XXFAMGTADM.MA0100.AC8N200000.25704.02/20/2004.1240100000.449000 Accounting Info: 1240100000.2004.404P449000.AC8N200000.25704.61006600.0000000000.0000000000.0000000000 0.0000000000 acct1: 1240100000 acct2: 2004 acct3: 404P449000 acct4: AC8N200000 acct 5: 25704 acct6: 61006600 Period of Performance: 03/19/2004 to 09/30/2004	404P449000	000	acct4: AC8N200000 acct	200000 acct
005	Travel (Cost Reimbursement) IAW TPWS Para. 9.0 Obligated Amount: \$20,000.00 ISO9000: N Delivery: 09/30/2004 Project Data: 12XXFAMGTADM.MA0100.AC8N200000.25704.02/20/2004.1240100000.449000 Accounting Info: 1240100000.2004.404P449000.AC8N200000.25704.61006600.0000000000.0000000000.0000000000 0.0000000000 acct1: 1240100000 acct2: 2004 acct3: 404P449000 acct4: AC8N200000 acct 5: 25704 acct6: 61006600 Period of Performance: 03/19/2004 to 09/30/2004				20,000.00
006	User Training (Firm Fixed Price) IAW TPWS Para. 10.0 Obligated Amount: \$5,000.00 ISO9000: N Delivery: 09/30/2004 Project Data: 12XXFAMGTADM.MA0100.AC8N200000.25704.02/20/2004.1240100000.449000 Accounting Info: 1240100000.2004.404P449000.AC8N200000.25704.61006600.0000000000.0000000000.0000000000 0.0000000000 acct1: 1240100000 acct2: 2004 acct3: 404P449000 acct4: AC8N200000 acct 5: 25704 acct6: 61006600 Period of Performance: 03/19/2004 to 09/30/2004				5,000.00
007	Incidentals (Cost Reimbursement) IAW TPWS Para. 11.0 Obligated Amount: \$30,000.00 ISO9000: N Delivery: 09/30/2004 Continued ...				30,000.00

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NAME OF OFFEROR OR CONTRACTOR
C2 TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Project Data: 12XXFAMGTADM.MA0100.AC8N200000.25704.02/20/2004.1240100000.449000 Accounting Info: 1240100000.2004.404P449000.AC8N200000.25704.61006600.000000000000.0000000000 0.0000000000 acct1: 1240100000 acct2: 2004 acct3: 404P449000 acct4: AC8N200000 acct 5: 25704 acct6: 61006600 Period of Performance: 03/19/2004 to 09/30/2004				
008	Phase-In/Transition, (Firm-Fixed Price) IAW TPWS Para. 8.1 (Applicable to Base Year only) - Not Separately Priced ISO9000: N Delivery: 09/30/2004 Accounting Info: FIRST OPTION YEAR (Applicable to CLINs 009 thru 015 only) OCTOBER 1, 2004 THRU SEPTEMBER 30, 2005				
009	System Maintenance (Labor Hour) Services IAW TPWS Para. 5.1 and 8.3 ISO9000: N Amount: \$131,370.00 (Option Line Item) Delivery: 09/30/2005 Project Data: 12XXFAMGTADM.MA0100.02/20/2005.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2004 to 09/30/2005				
010	System Enhancements (Labor Hour) Services IAW TPWS Para. 5.2 and 8.4 ISO9000: N Amount: \$175,160.00 (Option Line Item) Delivery: 09/30/2005 Project Data: 12XXFAMGTADM.MA0100.02/20/2005.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2004 to 09/30/2005				
011	Joint Application Development Report (Labor Hour) IAW TPWS Para. 8.2 ISO9000: N Amount: \$10,948.00 (Option Line Item) Delivery: 09/30/2005 Project Data: 12XXFAMGTADM.MA0100.02/20/2005.. Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
C2 TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2004 to 09/30/2005				
012	Application Development (Labor Hour) Services IAW Para. 5.3 and 8.5 ISO9000: N Amount: \$558,323.00 (Option Line Item) Delivery: 09/30/2005 Project Data: 12XXFAMGTADM.MA0100.02/20/2005.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2004 to 09/30/2005				
013	Travel (Cost Reimbursement) IAW TPWS Para. 9.0 ISO9000: N Amount: \$20,000.00 (Option Line Item) Delivery: 09/30/2005 Project Data: 12XXACN00007.MA0100.02/20/2005.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2004 to 09/30/2005				
014	User Training (Firm Fixed Price) IAW TPWS Para. 10.0 ISO9000: N Amount: \$5,000.00 (Option Line Item) Delivery: 09/30/2005 Project Data: 12XXFAMGTADM.MA0100.02/20/2005.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2004 to 09/30/2005				
015	Incidentals (Cost Reimbursement) IAW TPWS Para. 11.0 ISO9000: N Amount: \$30,000.00 (Option Line Item) Delivery: 09/30/2005 Project Data: 12XXFAMGTADM.MA0100.02/20/2005.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2004 to 09/30/2005				
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NAME OF OFFEROR OR CONTRACTOR
C2 TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	SECOND OPTION YEAR (Applicable to CLINs 016 thru 022 only) OCTOBER 1, 2005 THRU SEPTEMBER 30, 2006				
016	System Maintenance (Labor Hour) Services IAW TPWS Para. 5.1 and 8.3 ISO9000: N Amount: \$131,370.00 (Option Line Item) Delivery: 09/30/2006 Project Data: 12XXFAMGTADM.MA0100.02/20/2006.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2005 to 09/30/2006				
017	System Enhancements (Labor Hour) Services IAW TPWS Para. 5.2 and 8.4 ISO9000: N Amount: \$175,160.00 (Option Line Item) Delivery: 09/30/2006 Project Data: 12XXFAMGTADM.MA0100.02/20/2006.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2005 to 09/30/2006				
018	Joint Application Development Report (Labor Hour) IAW TPWS Para. 8.2 ISO9000: N Amount: \$10,948.00 (Option Line Item) Delivery: 09/30/2006 Project Data: 12XXFAMGTADM.MA0100.02/20/2006.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2005 to 09/30/2006				
019	Application Development (Labor Hour) Services IAW Para. 5.3 and 8.5 ISO9000: N Amount: \$558,323.00 (Option Line Item) Delivery: 09/30/2006 Project Data: 12XXFAMGTADM.MA0100.02/20/2006.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2005 to 09/30/2006				
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NAME OF OFFEROR OR CONTRACTOR
C2 TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
020	Travel (Cost Reimbursement) IAW TPWS Para. 9.0 ISO9000: N Amount: \$20,000.00 (Option Line Item) Delivery: 09/30/2006 Project Data: 12XXFAMGTADM.MA0100.02/20/2007.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2005 to 09/30/2006				
021	User Training (Firm Fixed Price) IAW TPWS Para. 10.0 ISO9000: N Amount: \$10,000.00 (Option Line Item) Delivery: 09/30/2006 Project Data: 12XXFAMGTADM.MA0100.02/20/2007.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2005 to 09/30/2006				
022	Incidentals (Cost Reimbursement) IAW TPWS Para. 11.0 ISO9000: N Amount: \$30,000.00 (Option Line Item) Delivery: 09/30/2006 Project Data: 12XXFAMGTADM.MA0100.02/20/2006.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2005 to 09/30/2006 THIRD OPTION YEAR (Applicable to CLINs 023 thru 029 only) OCTOBER 1, 2006 THRU SEPTEMBER 30, 2007				
023	System Maintenance (Labor Hour) Services IAW TPWS Para. 5.1 and 8.3 ISO9000: N Amount: \$131,370.00 (Option Line Item) Delivery: 09/30/2007 Project Data: 12XXFAMGTADM.MA0100.02/20/2007.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2006 to 09/30/2007				
024	System Enhancements (Labor Hour) Services IAW Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
C2 TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	TPWS Para. 5.2 and 8.4 ISO9000: N Amount: \$175,160.00 (Option Line Item) Delivery: 09/30/2007 Project Data: 12XXFAMGTADM.MA0100.02/20/2007.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2006 to 09/30/2007				
025	Joint Application Development Report (Labor Hour) IAW TPWS Para. 8.2 ISO9000: N Amount: \$10,948.00 (Option Line Item) Delivery: 09/30/2007 Project Data: 12XXFAMGTADM.MA0100.02/20/2007.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2006 to 09/30/2007				
026	Application Development (Labor Hour) Services IAW Para. 5.3 and 8.5 ISO9000: N Amount: \$558,323.00 (Option Line Item) Delivery: 09/30/2007 Project Data: 12XXFAMGTADM.MA0100.02/20/2007.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2006 to 09/30/2007				
027	Travel (Cost Reimbursement) IAW TPWS Para. 9.0 ISO9000: N Amount: \$25,000.00 (Option Line Item) Delivery: 09/30/2007 Project Data: 12XXFAMGTADM.MA0100.02/20/2007.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2006 to 09/30/2007				
028	User Training (Firm Fixed Price) IAW TPWS Para. 10.0 ISO9000: N Amount: \$10,000.00 (Option Line Item) Delivery: 09/30/2007 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
C2 TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Project Data: 12XXFAMGTADM.MA0100.02/20/2007.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2006 to 09/30/2007				
029	Incidentals (Cost Reimbursement) IAW TPWS Para. 11.0 ISO9000: N Amount: \$30,000.00 (Option Line Item) Delivery: 09/30/2007 Project Data: 12XXFAMGTADM.MA0100.02/20/2007.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2006 to 09/30/2007				
	FOURTH OPTION YEAR (Applicable to CLINs 030 thru (36 only) OCTOBER 1, 2007 THRU SEPTEMBER 30, 2008				
030	System Maintenance (Labor Hour) Services IAW TPWS Para. 5.1 and 8.3 ISO9000: N Amount: \$131,370.00 (Option Line Item) Delivery: 09/30/2008 Project Data: 12XXFAMGTADM.MA0100.02/20/2008.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2007 to 09/30/2008				
031	System Enhancements (Labor Hour) Services IAW TPWS Para. 5.2 and 8.4 ISO9000: N Amount: \$175,160.00 (Option Line Item) Delivery: 09/30/2008 Project Data: 12XXFAMGTADM.MA0100.02/20/2008.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2007 to 09/30/2008				
032	Joint Application Development Report (Labor Hour) IAW TPWS Para. 8.2 ISO9000: N Amount: \$10,948.00 (Option Line Item) Delivery: 09/30/2008 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
C2 TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Project Data: 12XXFAMGTADM.MA0100.02/20/2008.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2007 to 09/30/2008				
033	Application Development (Labor Hour) Services IAW Para. 5.3 and 8.5 ISO9000: N Amount: \$558,323.00 (Option Line Item) Delivery: 09/30/2008 Project Data: 12XXFAMGTADM.MA0100.02/20/2008.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2007 to 09/30/2008				
034	Travel (Cost Reimbursement) IAW TPWS Para. 9.0 ISO9000: N Amount: \$25,000.00 (Option Line Item) Delivery: 09/30/2008 Project Data: 12XXFAMGTADM.MA0100.02/20/2008.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2007 to 09/30/2008				
035	User Training (Firm Fixed Price) IAW TPWS Para. 10.0 ISO9000: N Amount: \$10,000.00 (Option Line Item) Delivery: 09/30/2008 Project Data: 12XXFAMGTADM.MA0100.02/20/2008.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Period of Performance: 10/01/2007 to 09/30/2008				
036	Incidentals (Cost Reimbursement) IAW TPWS Para. 11.0 ISO9000: N Amount: \$30,000.00 (Option Line Item) Delivery: 09/30/2008 Project Data: 12XXFAMGTADM.MA0100.02/20/2008.. Accounting Info: Amount: \$0.00 (Subject to Availability of Funds) Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
C2 TECHNOLOGIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2007 to 09/30/2008 Total amount of award: \$4,313,933.00.				

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1	OF PGS
2. CONTRACT (Proc. Inst. Ident.) NO. DTFAAC-04-C-00014		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 04-00027/04-00644		
5. ISSUED BY CODE FAA, AMT Acquisition Contracting Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		6. ADMINISTERED BY (If other than Item 5) CODE FAA, AMT Acquisition Contract Mgmt. Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) C2 Technologies, Inc. 1921 Gallows Road, Suite 840 Vienna, VA 22182			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT		
CODE			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM BLOCK 12.
11. SHIP TO/MARK FOR CODE FAA/MM Aeronautical Center Mark for: AVN-40 6500 S. MacArthur Blvd., P. O. Box 25082 Oklahoma City, OK 73125			12. PAYMENT WILL BE MADE BY: CODE FAA, Financial Operations Division (AMZ-100) P.O. Box 25710 Oklahoma City, OK 73125-4913 (405) 954-4304		
13. RESERVED			14. ACCOUNTING AND APPROPRIATION DATA To be shown on delivery order(s) issued hereunder.		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT

Accepted as to items 1 through 8 inclusive, in Part I, Section B, Base Year only. In accordance with Amendment A002 incorporated herein.

15G. TOTAL AMOUNT OF CONTRACT					\$565,729.00

16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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X	B	SUPPLIES OR SERVICES AND PRICES/COST	2-5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	7-8	X	J	LIST OF ATTACHMENTS	25
X	D	PACKAGING AND MARKING	8	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	9		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	INCORPORATED
X	F	DELIVERIES OR PERFORMANCE	9		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	BY REF-
X	G	CONTRACT ADMINISTRATION DATA	10-11		M	EVALUATION FACTORS FOR AWARD	ERENCE
X	H	SPECIAL CONTRACT REQUIREMENTS	11-20				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) CHARLES J. HINKLE, JR. DIRECTOR OF CONTRACTS		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this doc.) Your offer on RFO Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER Carolyn Egelke	
19B. NAME OF CONTRACTOR BY		20B. UNITED STATES OF AMERICA BY	
 (Signature of person authorized to sign)		 (Signature of Contracting Officer)	
19C. DATE SIGNED 05/17/04		20C. DATE SIGNED 3/19/04	

SUPPLIES OR SERVICES AND PRICES/COST

SECTION B – The contractor shall continue development of the AVN Process Tracking System (APTS) to include, but not limited to, existing software in use and currently under development. The contractor shall also perform system maintenance, system enhancements, user training, provide incidentals, and support AVN in travel as ordered by the FAA. The contractor shall provide qualified personnel, facilities, related equipment, supplies, and services necessary for performance of the Task Performance Work Statement (TPWS).

BASE YEAR
Contract Award through September 30, 2004
AVN Process Tracking System (APTS)

<u>CLIN*</u>	<u>ITEM DESCRIPTION</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Cost/ Price^o</u>
				ESTIMATED
0001	System Maintenance (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.1 and 8.3	AS REQUIRED		\$ <u>76,609</u>
0002	System Enhancements (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.2 and 8.4	AS REQUIRED		\$ <u>102,146</u>
0003	Joint Application Development Report (Labor Hour) IAW Task Performance Work Statement (TPWS) Paragraph 8.2	AS REQUIRED		\$ <u>25,536</u>
0004	Application Development (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.3 and 8.5	AS REQUIRED		\$ <u>306,438</u>
0005	Travel (Cost Reimbursable) IAW Task Performance Work Statement (TPWS) Paragraph 9.0	AS REQUIRED		\$ <u>20,000.00</u>
0006	User Training (Firm-Fixed-Price) IAW Task Performance Work Statement (TPWS) Paragraph 10.0	1	Lot	\$ <u>5,000.00</u>
0007	Incidentals (Cost Reimbursable) IAW Task Performance Work Statement (TPWS) Paragraph 11.0	AS REQUIRED		\$ <u>30,000.00</u>
0008	Phase-In / Transition (Firm-Fixed-Price) IAW Task Performance Work Statement (TPWS) Paragraph 8.1 Applicable to base year only.	1	Lot	\$ <u>NSP</u>
TOTAL PRICE BASE YEAR				\$ <u>565,729</u>

Estimated Hours

8168

Section B – Continued

FIRST OPTION YEAR
October 1, 2004 through September 30, 2005
AVN Process Tracking System (APTS)

<u>CLIN*</u>	<u>ITEM DESCRIPTION</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Cost/ Price^a</u>
				ESTIMATED
0001	System Maintenance (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.1 and 8.3	AS REQUIRED		<u>\$131,370.00</u>
0002	System Enhancements (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.2 and 8.4	AS REQUIRED		<u>\$175,160.00</u>
0003	Joint Application Development Report (Labor Hour) IAW Task Performance Work Statement (TPWS) Paragraph 8.2	AS REQUIRED		<u>\$10,948.00</u>
0004	Application Development (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.3 and 8.5	AS REQUIRED		<u>\$558,323.00</u>
0005	Travel (Cost Reimbursable) IAW Task Performance Work Statement (TPWS) Paragraph 9.0	AS REQUIRED		<u>\$ 20,000.00</u>
0006	User Training (Firm-Fixed-Price) IAW Task Performance Work Statement (TPWS) Paragraph 10.0	1	Lot	<u>\$ 5,000.00</u>
0007	Incidentals (Cost Reimbursable) IAW Task Performance Work Statement (TPWS) Paragraph 11.0	AS REQUIRED		<u>\$ 30,000.00</u>
TOTAL PRICE FIRST OPTION YEAR				<u>\$930,801.00</u>
			ESTIMATED HRS	14,020

Section B – Continued

SECOND OPTION YEAR
October 1, 2005 through September 30, 2006
AVN Process Tracking System (APTS)

CLIN*	ITEM DESCRIPTION	Quantity	Unit	Total Cost/ Price ^o
				ESTIMATED
0001	System Maintenance (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.1 and 8.3	AS REQUIRED		<u>\$131,370.00</u>
0002	System Enhancements (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.2 and 8.4	AS REQUIRED		<u>\$175,160.00</u>
0003	Joint Application Development Report (Labor Hour) IAW Task Performance Work Statement (TPWS) Paragraph 8.2	AS REQUIRED		<u>\$10,948.00</u>
0004	Application Development (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.3 and 8.5	AS REQUIRED		<u>\$558,323.00</u>
0005	Travel (Cost Reimbursable) IAW Task Performance Work Statement (TPWS) Paragraph 9.0	AS REQUIRED		<u>\$ 20,000.00</u>
0006	User Training (Firm-Fixed-Price) IAW Task Performance Work Statement (TPWS) Paragraph 10.0	1	Lot	<u>\$ 10,000.00</u>
0007	Incidentals (Cost Reimbursable) IAW Task Performance Work Statement (TPWS) Paragraph 11.0	AS REQUIRED		<u>\$ 30,000.00</u>
TOTAL PRICE SECOND OPTION YEAR				<u>\$935,801.00</u>
ESTIMATED HRS				14,020

Section B – Continued

THIRD OPTION YEAR
October 1, 2006 through September 30, 2007
AVN Process Tracking System (APTS)

CLIN*	ITEM DESCRIPTION	Quantity	Unit	Total Cost/ Price ^o
				ESTIMATED
0001	System Maintenance (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.1 and 8.3	AS REQUIRED		<u>\$131,370.00</u>
0002	System Enhancements (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.2 and 8.4	AS REQUIRED		<u>\$175,160.00</u>
0003	Joint Application Development Report (Labor Hour) IAW Task Performance Work Statement (TPWS) Paragraph 8.2	AS REQUIRED		<u>\$10,948.00</u>
0004	Application Development (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.3 and 8.5	AS REQUIRED		<u>\$558,323.00</u>
0005	Travel (Cost Reimbursable) IAW Task Performance Work Statement (TPWS) Paragraph 9.0	AS REQUIRED		<u>\$ 25,000.00</u>
0006	User Training (Firm-Fixed-Price) IAW Task Performance Work Statement (TPWS) Paragraph 10.0	1	Lot	<u>\$ 10,000.00</u>
0007	Incidentals (Cost Reimbursable) IAW Task Performance Work Statement (TPWS) Paragraph 11.0	AS REQUIRED		<u>\$ 30,000.00</u>
TOTAL PRICE THIRD OPTION YEAR				<u>\$940,801.00</u>
ESTIMATED HRS				14,020

Section B – Continued

FOURTH OPTION YEAR
October 1, 2007 through September 30, 2008
AVN Process Tracking System (APTS)

CLIN*	ITEM DESCRIPTION	Quantity	Unit	Total Cost/ Price ^o
				ESTIMATED
0001	System Maintenance (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.1 and 8.3	AS REQUIRED		<u>\$131,370.00</u>
0002	System Enhancements (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.2 and 8.4	AS REQUIRED		<u>\$175,160.00</u>
0003	Joint Application Development Report (Labor Hour) IAW Task Performance Work Statement (TPWS) Paragraph 8.2	AS REQUIRED		<u>\$10,948.00</u>
0004	Application Development (Labor Hour) Services IAW Task Performance Work Statement (TPWS) Paragraphs 5.3 and 8.5	AS REQUIRED		<u>\$558,323.00</u>
0005	Travel (Cost Reimbursable) IAW Task Performance Work Statement (TPWS) Paragraph 9.0	AS REQUIRED		<u>\$ 25,000.00</u>
0006	User Training (Firm-Fixed-Price) IAW Task Performance Work Statement (TPWS) Paragraph 10.0	1	Lot	<u>\$ 10,000.00</u>
0007	Incidentals (Cost Reimbursable) IAW Task Performance Work Statement (TPWS) Paragraph 11.0	AS REQUIRED		<u>\$ 30,000.00</u>
TOTAL PRICE FOURTH OPTION YEAR				<u>\$940,801.00</u>
ESTIMATED HRS				14,020

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT**C.1 TASK PERFORMANCE WORK STATEMENT**

The contractor shall accomplish the tasks set forth in the Task Performance Work Statement (TPWS), Attachment 1, to Section J of the contract.

C.2 RIGHTS IN SOFTWARE

The Government shall retain unrestricted rights and control to the software and the data produced and derived under this contract and any subcontracts, or previous contracts or subcontracts, which this contract builds upon. Furthermore, the Government retains all rights to the software and will not release the software under the Freedom of Information Act. This clause is not considered to be in conflict with AMS 3.5-13, Rights in Data-General.

C.3 QUALITY PERFORMANCE

C.3.1 Quality Control: The contractor shall develop a quality control plan to assure that the services provided under this contract meet the highest quality control standards. An "initial" plan shall be submitted with the proposal. The contractor shall submit a "final" Quality Control Plan (QCP) to the Contracting Officer for approval by the Contracting Officer prior to performance of the contract.

C.3.2 Quality Assurance: The Government will monitor the contractor's performance under this contract. Performance shall be considered acceptable when it meets requirements of the contract and TPWS. If performance is considered unacceptable, the Government will meet with the project manager to discuss actions to correct the less than satisfactory areas of performance.

C.4 CONTRACTOR FURNISHED PROPERTY AND SERVICES

C.4.1 The contractor shall provide all personnel, labor, services, parts, administrative services and supervision to perform the requirements of the TPWS.

C.4.2 The contractor may be required to purchase miscellaneous equipment and/or materials as authorized by the Government. If these items are provided to the contractor for use in accomplishing the requirements of the TPWS, they shall be considered property of the Government and treated as GFP in accordance with the terms and conditions of the contract.

C.5 REPORTS

The contractor shall keep the Contracting Officer (CO), Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative (COTR) informed of all problems that will impact or may potentially impact contract performance. Reports shall be submitted in accordance with the requirements of the TPWS, Attachment 1, to Section J of the contract.

C.6 DELIVERABLES AND SCHEDULES

The contractor shall furnish deliverables as specified and agreed upon in the contract or in accordance with schedules defined in the TPWS.

C.7 TASK ORDER PROCESS

(a) As tasks are identified, task orders will be issued for the specific requirements covered by the specific Task Performance Work Statement. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order specified, unless written approval is received from the Contracting Officers' Technical Representative (COTR) to deviate from the priority order.

(b) The CO is the only person authorized to issue a task order. The CO will designate, in writing, those individuals authorized to issue call orders.

(c) Routine task orders will be issued upon completion of the following sequence of actions:

- (1) The Contracting Officer or designated individual issues a request for a cost proposal, with a copy of the Task Performance Work Statement attached.
- (2) The contractor submits a proposal, including:
- (i) Proposed completion or delivery date;
 - (ii) Proposed travel costs
 - (iii) A breakdown of the proposed labor hours and costs by category of discipline/skill as shown in the applicable rate schedule attached to Section J of the contract;
- (3) Each task will be negotiated and when mutual agreement is reached, a task order will be issued, with established Ceiling (Not-To-Exceed) Prices, where applicable.
- (d) Task orders may be issued under this contract at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 10 days to commence work under any task order that may be issued, unless a shorter time is needed.
- (e) Whenever, in the opinion of the Contracting Officer/designated individual, the need for services is compelling and of unusual urgency, a task order will be issued, with a copy of the TPWS or Work Statement attached, directing the contractor to proceed with performance of the work specified. Such task order will specify a ceiling price. The contractor will proceed with performance of the work required by the task order. The contractor will submit a cost proposal within 20 days from the date of receipt of the task order. Following receipt of the contractor's proposal, negotiations will be conducted to establish a final cost or new ceiling price, as appropriate.
- (f) Under any completion-type task order (TPWS must state a definite goal or target and specify an end product) issued during the term of this contract and not completed within that term shall be governed by the terms of this contract as fully and to the same extent as if completed by the contractor within the term specified in the task order. The rights and obligations of the contractors and the Government respecting that task order shall be completed during the effective terms of this contract.

C.8 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE (Sep 2001) CLA 454B

- (a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.
- (b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers; management, etc.
- (c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then announced at the time of an exercise, contractor personnel will be excused from /evacuations.
- (d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site. (Applicable when work is being performed on Government Facilities).

PART I - SECTION D PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING (Jan 1997) CLA.2110

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

PART I - SECTION E INSPECTION AND ACCEPTANCE**E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (Jan 1997) CLA.1908**

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Services--Fixed-Price and Cost Reimbursement," AMS 3.10.4-2.

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

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

3.10.4-4 Inspection Of Services--Both Fixed-Price & Cost Reimbursement (April 1996)

**PART I - SECTION F
DELIVERIES OR PERFORMANCE****F.1 CONTRACT PERIOD (Jan 1997) CLA.1604**

The effective period of this contract is date of contract award through the end of FY-04 (Base Year). The base year is followed by four 1-year option periods to be exercised at the sole discretion of the Government.

F.2 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (Jan 1997) CLA.1137

- (a) The delivery schedule(s) of all delivery/call orders issued hereunder shall be established in accordance with the terms of the contract.
- (b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may, at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.
- (c) A delivery/call order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.
- (d) This clause shall not limit the Government's rights under the Default clause.

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section E, Clause 3.1.1.

- 3.10.1-8 Suspension Of Work (August 1998)
- 3.10.1-9 Stop-Work Order (October 1996)
- 3.10.1-11 Government Delay Of Work (April 1996)
- 3.10.1-24 Notice Of Delay (November 1997)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ACCOUNTING AND APPROPRIATION DATA**

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

G.2 INVOICING PROCEDURES - GENERAL (Jan 2002)

CLA.0135

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

- (1) The original to:
 FAA, Mike Monroney Aeronautical Center
 Financial Operations Division (AMZ-100)
 P.O. Box 25710
 Oklahoma City, OK 73125-4913
- (2) One copy to:
 FAA, Mike Monroney Aeronautical Center
 Flight Standards Training Division
 Resource Staff Branch (AVN-20)
 P.O. Box 25082
 Oklahoma City, OK 73125
- (3) One copy to:
 FAA, Mike Monroney Aeronautical Center
 Contract Management Team, (AMQ-340)
 P.O. Box 25082
 Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

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

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

(d) For further instructions, see paragraph 1.5 of the TPWS, Attachment 1, to Section J.

G.3 OPTION TO EXTEND SERVICES (Jan 1997)

CLA.0116

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

G.4 TASK ORDER PROCESSING

The composite hourly rates paid for all services performed to accomplish each task order will be based on GSA Schedule 70 rates in effect at the time the work is performed. The rates in effect shall be those specified in Section J, Attachment #6. These rates are reviewed by GSA on an annual basis and increases, if any, agreed to at that time. If necessary, the FAA and the contractor will renegotiate and modify rates at the beginning of each option year.

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (July 1996)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and

conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

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

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section E, Clause 3.1.1.

- 3.3.1-17 Prompt Payment (Jan 2003))
- 3.9.1-2 Protest After Award (August 1997)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

H.2 SAFETY AND HEALTH (Jun 2002) CLA.0090

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

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

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

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

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

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

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

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

H.3 DIRECT HOURLY LABOR RATE (Jan 1997)

CLA.0125

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

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

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

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

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

NOTE:

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

EXAMPLE

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

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Actual Labor Worked</u>	<u>Hours Dollars</u>	<u>Total Labor</u>
Contract Skill I	Employee A - \$22.00		100	\$ 2,200.00
	Employee B - \$20.00		100	2,000.00
	Employee C - \$19.00		100	1,900.00
	Employee D - \$19.50		100	1,950.00
Invoice Total			400	\$ 8,050.00
Previous Totals (All other invoices)			4,000	79,950.00
Cumulative Total			4,400	\$88,000.00
Cumulative Weighted Average: \$88,000 / 4,400 hours = \$20.00				
Cumulative Amount Billed: \$38.00 x 4,400 hours = \$167,200				
Contract Skill II	Employee G - \$18.00		100	\$ 1,800.00
	Employee H - \$19.00		100	1,900.00
	Employee J - \$18.50		100	1,850.00
Invoice Total			300	\$ 5,550.00
Previous Totals (All other invoices)			4,000	74,400.00
Cumulative Total			4,300	\$79,950.00

Cumulative Weighted Average \$79,950 / 4,300 hours = \$18.59

Cumulative Amount Billed: \$32.00 x 4,300 hours = \$137,600

Final Billing Adjustment

Skill I

Wage ratio 93% (\$20.00/\$21.50), Variance 7% (100%-93%),
Adjustment 5% (98%-93%)
Credit to Government \$8,360 (\$167,200 x 5%)

Skill II

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

H.4 **CONTRACT SHUTDOWN PROCEDURES PENDING** CLA.1051
 APPROPRIATIONS FOR NEW FISCAL YEAR (Jan 1997)

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

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

H.5 **REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL** CLA.1262
 (Jul 2001)

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

(1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.

(2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards - CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.

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

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

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

(2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.

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

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

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

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

(d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request

for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.

(e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.

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

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

(h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security.

(i) The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

H.6

FAA FACILITY REGULATIONS (Jul 2001)

CLA.3402

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

H.7 GOVERNMENT-ISSUED KEYS/IDENTIFICATION BADGES AND VEHICLE DECALS (December 2002) CLA.3403

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

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

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, the contractor will forfeit any amount so withheld.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys and vehicle decals issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

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

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

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

(2) To obtain the ID contractor personnel shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by Clause entitled Security - Unescorted Access Only, is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to the Civil Aviation Security Division, AMC-700 in the Airmen Records Building (ARB), Rm. 124, by the contractor, in a sealed envelope, either hand-carried by the contractor or sent via U.S. Mail to: FAA, Civil Aviation Security Division, AMC-700, P.O. Box 25082, Oklahoma City, OK 73125. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Aeronautical Center guards in the Headquarters Building, Room 151. Arrangements for processing the Identification Cards, including photographs and lamination, can be made by contacting the Aeronautical Center security guards at 405-954-4620.

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

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

H.8 REIMBURSEMENT OF TRAVEL COSTS (Dec 2003)

CLA.4531

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

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

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the FAA's Travel Policy (FAATP), as amended, issued by the Federal Aviation Administration and maintained on its website, http://www2.faa.gov/aba/html_tp/index.html. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FAATP transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

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

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

**H.9 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE
RESOLUTION (April 1998)**

CLA.4540

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

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

H.10 SECURITY FORMS SUBMITTAL REQUIREMENTS (Nov 2003)

CLA.4545

(a) The contractor shall submit complete (meaning every blank filled in), accurate (to the best of their knowledge) and timely (within the time frame specified in the Clause Security - Unescorted Access) security forms with the required transmittal letter to the appropriate Servicing Security Element (SSE). A copy of the transmittal letter shall also be provided to the Contracting Officer.

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

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

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

H.11 QUALIFICATIONS OF EMPLOYEES (Dec 2002) CLA.4552

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on this FAA contract, at their own expense. The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.12 SECURITY – UNESCORTED ACCESS ONLY (September 2003) CLA.4554

(a) Definitions.

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

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

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

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

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

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

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

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

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to FAA: (1) facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the exceptions listed in FAA Order 1600.72, Chapter 4, paragraph 403g, 403i-l and/or 409, pertain.

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

Position

Risk Level

The contractor is required to identify as part of their proposal the labor categories necessary to perform the requirements of the TPWS. This position and risk levels will be completed by the FAA as part of the negotiation process. Offerors should be aware that these positions will require a risk level of 5.

(d) Not later than 30 days after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

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

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

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

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

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

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

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

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:
 NONE

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

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

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

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

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

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

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

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 4, paragraph 403g, 403i-l, and 409 of FAA Order 1600.72 do not apply.

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

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

H.13 LIMITATION OF FAA'S OBLIGATION -- ALLOTMENT OF FUNDS (Applicable to CLINs X001, X002, X003, X004, X005, X006)

(a) The FAA shall not be obligated to pay the contractor any amount in excess of the amount so set forth in each delivery/call order and the contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in each delivery/call order unless and until the Contracting Officer shall have notified the contractor in writing that such amount had been increased and shall have specified in such notice a revised amount which shall thereupon constitute the ceiling for performance of the task/delivery order.

(b) The contractor shall notify the Contracting Officer in writing at the earliest practicable time, whenever it is expected that costs to be incurred within the succeeding thirty (30) days will exceed 85 percent of the amount stated in the delivery/task order. The contractor will also notify the Contracting Officer in writing at any other time if expected costs to be incurred for items chargeable to each delivery/task order will be substantially greater or less than the amount of the task/delivery order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a delivery/call order by way of a "Change to Order" (Optional Form 347-Overprint) or "Amendment of Solicitation/Modification of Contract" (Standard Form 30) on a unilateral basis to the respective task/delivery order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

H.14 CEILING PRICE (Applicable to CLINs X001, X002, X003, X004, X005, X006)

(a) A "ceiling price" (see C.7, Delivery/Call Order Process) is applicable to and will be established for each delivery/call order issued hereunder and will vary depending on the work to be performed.

(b) The FAA shall not be obligated to pay the Contractor any amount in excess of the ceiling price set forth in the delivery/call order, and the contractor shall not be obligated to continue performance if to

do so would exceed the established ceiling price, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under the respective task/delivery order. When and to the extent that the ceiling price set forth in the delivery/call order has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

H.15 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK

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

H.16 CONTRACTOR TESTIMONY

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

PART II - SECTION I - CONTRACT CLAUSES

1.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (Jan 1997) CLA.3211

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

3.2.4-16 ORDERING (October 1996)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from during the effective period of the contract stated in the Schedule.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-34 OPTION TO EXTEND SERVICES (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once,

but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months..

3.3.1-10 AVAILABILITY OF FUNDS (April 1996)

Funds are not presently available for this contract. The FAA 's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (August 1997)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

- (a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.
 - (b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
- Compute small business subcontracting labor cost percentages as follows:

	Contractor	Subcontractor
Direct Labor	\$ _____	\$ _____
Allowable Overhead	_____	_____
Subtotal	(A) _____	(B) _____
Labor G&A @ _____%	_____	_____
Total Labor Costs	(C) _____	(D) _____

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)* In space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula $(D)/(C) + (D)$, calculate the subcontracting labor cost percentage.

*You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for Item (D), though you should still breakdown the contractor's costs.

3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (April 1996)

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

<u>Employee class</u>	<u>Monetary Wage-Fringe Benefits</u>	<u>SCA/Professional</u>
1. TBI	GS-15 Payband K	Professional, not SCA
2. TBI	GS-14 Payband J	Professional, not SCA
3. TBI	GS-13 Payband I	Professional, not SCA
4. TBI	GS-12 Payband H	Professional, not SCA

3.8.2-17 KEY PERSONNEL AND FACILITIES (July 1996)

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

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

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

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

- Mr. Brent Jordan, Project Manager
- Mr. Carl Johnson, Business Process Analyst
- Mr. Mark Yu, Workflow
- Mr. Mitch Mattek, Application Development Liason for all AVN

[List key personnel and/or facilities]

3.9.1-1 CONTRACT DISPUTES (November 2002)

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

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

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

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

- (6) The signature of a duly authorized representative of the initiating party.
- (d) Contract disputes shall be filed at the following address:
- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or
 - (2) other address as specified in 14 CFR Part 17.
- (e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.
- (f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.
- (g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.
- (h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.
- (i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.
- (j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

3.9.1.2 PROTEST AFTER AWARD (August 1997)

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

Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

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

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or

both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

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

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

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

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

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

NOTICE: The following provision and/or contract clauses pertinent to this section are hereby incorporated by reference in accordance with Section E, Clause 3.1.1.

- 3.1.7-2 Organizational Conflicts Of Interest (August 1997)
- 3.2.2.3-33 Order Of Precedence (January 1999)
- 3.2.2.3-75 Requests for Contract Information (April 2002)
- 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)
- 3.2.5-7 Disclosure Regarding Payments To Influence Certain Federal Transactions (June 1999)
- 3.2.5-8 Whistleblower Protection For Contractor Employees (April 1996)
- 3.2.5-11 Drug Free Workplace (April 1996)
- 3.3.1-1 Payments (April 1996)
- 3.3.1-5 Payment Under Time-And Materials And Labor-Hour Contracts Alternate II (April 2001)
- 3.3.1-6 Discounts For Prompt Payment (April 1996)
- 3.3.1-8 Extras (April 1996)
- 3.3.1-9 Interest (April 1996)
- 3.3.1-15 Assignment Of Claims (April 1996)
- 3.3.1-17 Prompt Payment (January 2003)
- 3.3.1-25 Mandatory Information For Electronic Funds Transfer (Eft) Payment - Central Contractor Registration (Ccr) (June 2001)
- 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)
- 3.4.2-8 Federal, State, And Local Taxes--Sealed Bid And Certain Negotiated Contracts (April 1996)
- 3.5-13 Rights In Data--General (October 1996)
- 3.6.1-8 Notification Of Competition Limited To Eligible SEDB Concerns (April 2000)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-12 Affirmative Action For Special Disabled And Vietnam Era Veterans (January 1998)
- 3.6.2-13 Affirmative Action For Workers With Disabilities (April 2000)
- 3.6.2-14 Employment Reports On Special Disabled Veterans And Veterans Of Vietnam Era (Jan 1998)
- 3.6.2-28 Service Contract Act Of 1965, As Amended (April 1996)
- 3.6.3-2 Clean Air And Clean Water (April 1996)
- 3.10.1-7 Bankruptcy (April 1996)

- 3.10.1-12 Changes--Fixed-Price (April 1996) Alternate I (April 1996)
- 3.10.1-14 Changes--Time and Materials or Labor Hours (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)
- 3.10.6-7 Excusable Delays (October 1996)
- 3.10.1-25 Novation And Change-Of-Name Agreements (January 2003)
- 3.13-10 Contractor Attendance At FAA Sponsored Training (January 2003)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>NO</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	TASK PERFORMANCE WORK STATEMENT	1/6/04	10
2	ADJUDICATIVE STANDARDS: ISSUES	N/A	1
3.	SCREENING STANDARDS – CONTRACTOR	N/A	1
4	LABOR HOUR RATES (BASE YEAR plus 4 OPTION YEARS) (incorporated by reference)	1/29/04	1
5	SAMPLE CALL ORDER FORM	1/4/04	1
6	COMPOSITE BILLING RATE		4
7	WAGE DETERMINATION NO.: 1994-2432 REVISION NO. 16	8/28/03	9

TASK PERFORMANCE WORK STATEMENT
AVN PROCESS TRACKING SYSTEM (APTS)
Combination Labor Hour, Firm-Fixed-Price, and Cost Reimbursement

1.0 GENERAL

1.1 Requiring Office: Federal Aviation Administration (FAA), Aviation System Standards (AVN), Resource Staff (AVN-20).

1.1.1 Task Name: AVN Process Tracking System (APTS).

1.1.2 Performance Time: Contract award through 9/30/04 plus four 1-year options starting 10/1/05. See paragraphs 8.0 and 6.0 for delivery dates.

1.1.3 FAA Contracting Officer's Representatives (COR) and Technical Representatives (COTR):

1.1.3.1 Primary COR:

Donna Stone
Resource Staff, AVN-20
Aviation System Standards
Mike Monroney Aeronautical Center
6500 S. MacArthur Blvd
Oklahoma City, OK 73125
(405) 954-0972

1.1.3.2 Alternate COR

Nina Henson,
Resource Staff, AVN-20
Aviation System Standards
Mike Monroney Aeronautical Center
6500 S. MacArthur Blvd
Oklahoma City, OK 73125
(405) 954-6596

1.1.3.3 Primary COTR:

Daniel Pelman,
Information and Technology Staff, AVN-42
Aviation System Standards
Mike Monroney Aeronautical Center
6500 S. MacArthur Blvd
Oklahoma City OK 73125
(405) 954-9629

Alternate COTR:
Donald E. Smith, AVN-101
Flight Procedures Office
Aviation System Standards
Mike Monroney Aeronautical Center
6500 S. MacArthur Blvd
Oklahoma City OK 73125
(405) 954-1036

- 1.1.3.4 The Contracting Officer (CO) may delegate, in writing, specific user personnel to interact with the contractor during the duration of this contract. These personnel possess no implied or express authority to change the contract or the TPWS or otherwise commit the Government.
- 1.2 **Scope of Work:** The contractor shall furnish personnel to continue development of the AVN Process Tracking System (APTS) to include, but not limited to, existing software currently under development. The system shall use the Oracle Workflow development and engine software already licensed to AVN and shall be developed in the J2EE Architecture. While the existing system provides process tracking for the development of flight procedures, NOTAM, Obstacle and other AVN internal activities, the contractor shall continue to develop workflow software to include areas such as the publication of instrument flight procedures, agreements, aircraft maintenance, aircraft data inquiries, charting and publication and/or other processes as defined in paragraph 8 of this TPWS.
- 1.3 **Personnel Qualifications:** Contractor personnel providing the required services shall have extensive knowledge of Oracle database, Oracle Workflow, Java, Java Script, Active Server Pages, HTML, SQL, and SQL-Plus. Additionally, the contractor shall provide skills to understand and coordinate the deployment of software onto server platforms for Windows 2000 server and Unix. Additionally, contractor must provide the appropriate personnel with project management and cost accounting skills.
- 1.4 **Work Location:** Contractor services for this task shall be primarily performed at Mike Monroney Aeronautical Center (MMAC) in Oklahoma City, Oklahoma, with some services to be accomplished at the contractor's facility as deemed appropriate. Performance may be transferred to the contractor's location at the discretion of the FAA at any time during the performance of this contract at no negative impact to the FAA. Application development will primarily be conducted at MMAC, unless otherwise directed by the FAA. Alpha and Beta testing of software may be conducted at contractor's facility, the MMAC or other sites as required by the FAA.
- 1.5 **Invoice Procedures:**
- 1.5.1 **Labor Hour Invoices (System Maintenance):** The contractor shall submit monthly invoices upon acceptance by the COTR for all maintenance labor hour tasks as delineated in paragraph 8.3 of this TPWS. The invoices shall include the number of hours expended and a description of work accomplished during the month. Contractor approved timesheets shall be required to substantiate all invoices.
- 1.5.2 **Labor Hour Invoices (System Enhancement):** The contractor shall submit monthly invoices upon acceptance by the COTR for all enhancement labor hour tasks as delineated in paragraph 8.4 of this TPWS. The invoices shall include the number of hours expended and a description of work accomplished during the month. Contractor approved timesheets shall be required to substantiate all invoices.
- 1.5.3 **Labor Hour Invoices (Application Development):** The contractor shall submit monthly invoices for all application development labor hour tasks as delineated in paragraph 8.5

of this TPWS. The invoices shall include the number of hours expended and a description of work accomplished during the month. Contractor approved timesheets shall be required to substantiate all invoices. The Government will withhold 10% of each labor hour development invoice until COTR acceptance. The 10% withhold shall be released upon acceptance by the COTR after final product delivery.

- 1.5.4 Firm-Fixed-Price Invoices: The contractor shall invoice for firm-fixed-price tasks upon acceptance by the COTR. Paragraphs 8.1 and 10.0 apply.
- 1.5.5 Cost Reimbursable Invoices (Incidentals): The contractor shall invoice monthly for any items authorized by paragraph 11.0 (Incidentals). The invoice shall include a description of the materials procured and evidence of government approval by both the COTR.
- 1.5.6 Cost Reimbursable Invoices (Travel): The contractor shall submit travel invoices in accordance with paragraph 9.0 of this TPWS and Special Requirement H.8 of the contract.

2.0 DEFINITION OF TERMS/ACRONYMS:

Unless otherwise defined in this TPWS, all terms and conditions shall be defined in the contract.

AMS -- Acquisition Management System
APTS - AVN Process Tracking System
ASIS - Aviation Standards Information System
AVN - Aviation System Standards
CO - Contracting Officer
COR - Contracting Officer's Representative
COTR - Contracting Officer's Technical Representative
CFMSS - Centralized Flight Monitoring and Scheduling System
DAFIS - Departmental Accounting and Finance Information System
Delphi - FAA accounting system
DMZ - FAA Network Security
DOD NOTAM - Department of Defense Notice to Airmen
DOT - Department of Transportation
FAA - Federal Aviation Administration
GUI - Graphic User Interface
IFP - Instrument Flight Procedure
IPPS - Integrated Personnel and Payroll System
LIS - Logistics Information System
MMAC - Mike Monroney Aeronautical Center
NASR - National Aerospace System Resource
NOTAM - Notice to Airmen
TBN - To Be Negotiated
TPWS - Task Performance Work Statement

3.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

The Government will provide adequate and necessary workspace including basic office equipment, software and hardware, utilities, telephone, related services and vehicle parking space, when performance is required at a Government facility. The FAA will provide functional and operational access to existing materials to facilitate the completion of projects in accordance with applicable contract terms.

4.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES

- 4.1 The contractor shall provide qualified personnel, facilities, related equipment, supplies, and services necessary for performance of this TPWS. The contractor shall bear the cost of training and certifying personnel supporting the requirements of this contract.
- 4.2 The skills and level of effort necessary to fulfill the requirements of this TPWS should be based on workspace to accommodate a maximum of 8 personnel on the MMAC and between 14,000 and 15,000 labor hours during a one (1) year time frame.

5.0 REQUIRED TASKS AND ORDERING OF WORK:

5.1 System Maintenance:

The contractor shall provide system maintenance, as ordered by the COTR on a call order. Maintenance can include, but not limited to, software deficiencies, hardware upgrades, software changes, database changes, and minor criteria changes to include any support for deployment of the application. System maintenance requirements will be defined by the FAA using a minor statement of work and require the contractor to submit a proposal which could include a task plan, as required by the COTR. The COTR shall issue a request for proposal for each requirement to the contractor using the initial section of the call order form. For tracking purposes the maintenance requirement will be assigned a number, priority and requested time for completion or as otherwise specified by the FAA. The contractor shall issue a proposal for the maintenance requirement that includes the following information:

- 5.1.1 Description of the maintenance needed,
- 5.1.2 The skill categories required to accomplish the task(s),
- 5.1.3 The man-hours per skill type identified,
- 5.1.4 Total cost for the entire maintenance requirement,
- 5.1.5 Estimated delivery schedule,
- 5.1.6 The COTR shall review the proposal and negotiate if appropriate. The contractor is not authorized to commence work on the maintenance requirement until the COTR approves the proposal on the call order form.
- 5.1.7 Any deviation in cost, labor, specifications, or delivery schedule from the proposal must be approved before the contractor performs work.
- 5.1.8 The contractor shall finish the task as prescribed and issue a request for acceptance of the maintenance requirement to the COTR on the call order form.

5.2 System Enhancements:

The contractor shall provide system enhancements, as ordered by the COTR on a call order. Enhancements can include, but not limited to, software deficiencies, hardware upgrades, software changes, database changes, and minor criteria changes to include any support for deployment of the application. Based on the magnitude of the enhancement, alpha and beta testing may be required by and ordered by the COTR pursuant to paragraph 8 of this TPWS. System enhancements will be defined by the FAA using a minor, if applicable, statement of work and require the contractor to submit a proposal which could include a task plan, as required by the COTR. The COTR shall issue a request for proposal for each requirement to the contractor using

the initial section of the call order form. For tracking purposes all enhancements will be assigned a control number, priority and requested time for completion. The contractor shall issue a proposal for the enhancement that includes the following information:

- 5.2.1 Description of the enhancement,
- 5.2.2 The skill categories required,
- 5.2.3 The man-hours and skill type identified,
- 5.2.4 Total cost for the entire enhancement,
- 5.2.5 Estimated delivery schedule,
- 5.2.6 The COTR shall review the proposal and negotiate if appropriate. The contractor is not authorized to commence work on the enhancement until the COTR approves the proposal on the middle portion of the call order form.
- 5.2.7 Any deviation in cost, labor, specifications, or delivery schedule from the authorized call order must be approved before the contractor performs work.
- 5.2.8 The contractor shall finish the task as prescribed and issue a request for acceptance of the enhancement to the COTR on lower portion of the call order form.

5.3 Application Development:

- 5.3.1 The contractor shall develop unique software, for use on and with FAA hardware and software, as ordered by the FAA and in accordance with paragraph 8 of this TPWS. This software shall be compatible and interface with existing and anticipated government software systems in accordance with security and technical standards made available by the COTR. This software will be defined in a joint effort between the FAA and the contractor. Inasmuch as this software is developed in modules, this process is anticipated to occur multiple times over the course of this contract. In the event that hardware, software or a specification change occurs during the course of this contract, the FAA will work in a joint effort with the contractor to determine the impact and make appropriate changes to cost and schedule. Any development not approved by the FAA shall be at the contractor's expense.
- 5.3.2 The contractor shall develop a system that provides information in a functional format. Specific functionality and requirements documented in the joint effort between the FAA and the contractor may need to support typical areas such as: (these are not inclusive)
 - 5.3.2.1 Personnel
 - 5.3.2.1.1 Office
 - 5.3.2.1.2 Workload
 - 5.3.2.1.3 Status
 - 5.3.2.1.4 Assignment
 - 5.3.2.2 Administration
 - 5.3.2.2.1 User rights
 - 5.3.2.2.2 User code
 - 5.3.2.2.3 User organization
 - 5.3.2.3 Government Forms: The contractor shall develop a system using the data elements of FAA electronic or paper forms and additional elements as defined in

paragraph 8 of this TPWS. The system may populate data tables using a functional user interface or through Internet services. Electronic forms developed in the application shall be viewable and printable and emulate the official paper forms as required. Forms may be required to be interactive or automatically populate with data from other governmental databases.

- 5.3.2.4 Work Process Status: The system shall provide work process statuses at multiple access levels. Some statuses may include additional functionality, which provides information to individuals outside the FAA.
- 5.3.2.5 Cost: The contractor may be required to provide functionality for tracking cost accounting data, including the capability of interfacing with the FAA accounting system(s).
- 5.3.2.6 Reports: The contractor shall include, the ability to produce standard and unique reports. Standard reports will be considered the baseline in each application. Unique reports are available only to specific users. Standard and unique reports may include multiple filters and sorts. Future requirements for reporting content or volume are anticipated and the system software architecture shall support the evolution of this function.
- 5.3.2.7 Data: Database structures and tables are estimated to vary to some degree and shall be negotiated in a joint effort with the FAA, and shall be documented by the contractor. Data elements, data sources, and other database criteria will be documented as part of the task plan for each module. Other technical specifications may be issued by the COTR in order to meet technical and security requirements of the FAA.
- 5.3.2.8 Workflow: Software shall be developed utilizing a workflow engine and designer as specified by the COTR. The workflow software should track the roles, users, and processes that occur within AVN. Additionally, any workflow software developed may track data such as stage, status, date and time. Examples of status for processes may include terms such as in-work, on-hold, in-work, and completed. Each process may include varied sub-statuses.
- 5.3.2.9 System Use: The system shall provide the users with the ability to: (this list is not inclusive)
 - 5.3.2.9.1.1 make initial entries
 - 5.3.2.9.2 assign and move work from one role to another
 - 5.3.2.9.3 move work from one organization to another
 - 5.3.2.9.4 ascertain and amend statuses
 - 5.3.2.9.5 quickly identify problem areas in work flow
 - 5.3.2.9.6 make alterations to workflow
 - 5.3.2.9.7 build work history
 - 5.3.2.9.8 store metric data such as time, status, role, organization, etc.

5.3.3 The system shall be a web-based application with clients accessing and utilizing the system through Internet Explorer 5.5 or higher. The application shall be written in the J2EE architecture and interface, as needed, with web servers operating under a Unix and/ or Windows 2000 operating system. Most users will access through the FAA intranet, Windows Terminal Server, or through the FAA secure firewall for some Internet clients. The FAA reserves the right to unilaterally change any or all of the software or hardware requirements during the course of this contract to meet mission requirements.

- 5.3.4 The minimum hardware requirements for system operation will be a Pentium based PC, running at 400mhz with 32 meg of RAM and one gig of hard drive space.
- 5.3.5 The FAA shall order Application Development by letter using the following process:
- 5.3.5.1 Initial funding will be obligated on the contract by the Contracting Officer from the Phase-In Report in paragraph 8 of this TPWS for the module, which the COTR elects to order.
 - 5.3.5.2 A letter will be issued by the COTR to the contractor requesting a joint application development (JAD) with the FAA. The contractor will be required to respond within seven business days to the COTR with an estimated completion date of the draft task plan. The draft task plan will include 1) Title, 2) Requirements, including constraints, and risks, etc, 3) Deliverable, 4) Cost estimate, 5) List of activities, 6) Period of performance, 7) Labor categories, 8) constraints, risks. The forecasted schedule shall be based on monthly billing cycles so that cost control can be monitored.
 - 5.3.5.3 The COTR will review and approve/disapprove and/or negotiate the draft task plan with the contractor. The COTR shall approve the draft task plan by letter to the contractor and any negotiated changes shall be documented in a final task plan, if required. If no changes were required, the contractor shall resubmit as the draft as final for clarity.
 - 5.3.5.4 The Contracting Officer will issue a contract modification based on the final task plan and the COTR shall authorize the contractor to proceed by letter.
 - 5.3.5.5 The contractor shall conduct and document weekly status meetings with the COR and the COTR on each module. The contractor shall identify open, closed and new action items. The contractor shall identify outstanding issues. The contractor shall report on cost control and schedule control.

6.0 REPORTS

- 6.1 The contractor shall submit monthly reports to the COR and COTR to effectively manage the expenditure of funds and assess the estimated completion dates of each call order. The contractor shall provide weekly progress reports to the COR and COTR. These reports may be submitted electronically. Written Monthly Progress Reports shall be required, and the contractor shall keep a detailed record of all authorized projects in Microsoft Project and deliver an updated milestone and timeline schedule to the COR and COTR along with the weekly reports. The Monthly Report shall consist of tasks accomplished during the reporting period, labor hours and funds expended, and a description of work planned for the upcoming reporting period. The Monthly Report is due no later than five business days after the close of the calendar month. The format of the reports will be defined by the COR during the orientation identified during the orientation specified in paragraph 8.1. The FAA reserves the unilateral right to change the reporting criteria to effectively manage cost and schedule.
- 6.2 As requested by the COR and the COTR, the contractor shall accomplish mission critical reports. Mission critical is defined as items that have an impact on schedule or the overall accomplishment of tasks delineated by the TPWS.

7.0 REGULATIONS AND MANUALS

Performance under this task shall be accomplished in accordance with applicable procedures, guidelines and direction referenced in the contract.

8.0 DELIVERABLES

8.1 Phase-In/Transition (Firm-Fixed-Price):

- 8.1.1 Immediately following the contract award date, a period not-to-exceed 30 calendar days will be allowed for the transition from one contractor to another to be accomplished in a well-planned, orderly, and efficient manner. This transition period will be the time for initial orientation for contract administration and will provide a time for detailed operational orientation for contract personnel. It will include a time for transition of administrative processes from the current contract to the new contract.
- 8.1.2 The FAA will provide a transition team, that will be used to provide technical and administrative orientation to contractor personnel, familiarize the contractor with required services, and provide other guidance and assistance as mutually determined necessary by the FAA and the contractor.
- 8.1.3 The contractor shall be responsible for the transition of their personnel and the assumption of ongoing tasks during the transition period.
- 8.1.4 The FAA's transition team will remain available to answer technical and administrative questions throughout the transition period.
- 8.1.5 Seven (7) calendar days after completion of the phase-in, the contractor shall provide a "Phase-In Report". This written report provides written details to the COTR regarding any areas of concern about the requirements of the contract.

8.2 **Joint Application Development Report (Labor Hour).** The contractor shall coordinate with the COTR and conduct a joint application development (JAD) review. This initial effort shall be high level for the purpose of documenting the forecasted development of the application for the next and subsequent fiscal year(s), as applicable. The contractor shall document the findings of the JAD and provide a report to the COR and COTR 60 days after submittal of the "Phase-In Report" in paragraph 8.1.5 above. The Report shall contain two primary objectives; 1) Completion of modules which were completed in the previous fiscal year, and 2) New or Proposed APTS modules. Schedules should include sufficient time for alpha and beta testing.

8.3 **System Maintenance (Labor Hour).** The contractor shall perform system maintenance immediately upon completion of phase-in under paragraph 8.1 of the TPWS and as ordered and accepted by the COTR on call orders under paragraph 5 of this TPWS.

8.4 **System Enhancements (Labor Hour).** The contractor shall perform system enhancements immediately upon completion of phase-in under paragraph 8.1 of the TPWS and as ordered and accepted by the COTR on call orders under paragraph 5 of this TPWS.

8.5 Application Development (Labor Hour).

- 8.5.1 Due to the complexity and time required for this deliverable, the contractor shall develop software modules that are segmented into modules making it easier to illustrate progress and performance. Deliverables shall also be segmented by the government's fiscal year.

For example:

Module 1 "Continued" Instrument Flight Procedures Tracking version 5.5

Module 2 "Continued" Obstacle Evaluation version 2.3

Module 3 "Continued" NOTAM version 2.1

Module 4 "New" AVN Agreements version 1.0

Etc.

8.5.2 Each defined APTS module shall contain milestones to ensure that the application is completed within budget and on schedule. The COTR shall monitor module changes as new milestones. If a milestone is changed, the contractor shall be responsible for updating the project profile with updated milestones. If a change cannot be negotiated and completed within the allotted schedule and budget, the contractor shall provide documentation that illustrates alternatives, in the form of an option year development or alternatives, which allow partial completion of the requirement within the funding and schedule limitations of the contract. The FAA reserves the unilateral right to conclude the development on a specific module at any time.

Each APTS process shall contain milestones, but are not limited to:

- Business design
- Workflow modeling
- Notification design
- Database design
- GUI modeling
- Code development
- Reports
- Computer based training
- Text Help

8.5.3 **Alpha Tests.** The contractor shall conduct alpha testing of each module defined in paragraph 8.5.1 and 8.5.2 of this TPWS. The alpha test(s) shall be conducted in a joint effort with the FAA in a controlled system environment using "pseudo" data to populate the database. Tests shall be performed to determine if the system and interface operate in a manner acceptable to the FAA. Special emphasis shall be placed on throughput of the system based on anticipated user load. Following the alpha test(s), the contractor shall gather user comments and make the appropriate revisions. Each APTS module shall include a milestone identifying the start and end of the test(s). Alpha test will not conclude until all deficiencies are resolved to the satisfaction of the COTR.

8.5.4 **Beta Tests.** In a joint effort, the contractor and the FAA shall conduct beta testing of each APTS module defined in paragraph 8.5.1 and 8.5.2 of the TPWS. The beta tests shall be conducted using a controlled group using "real" data to populate the database. The beta test will verify that the system is fully operational and ready for deployment. Beta test will not conclude until all deficiencies are resolved to the satisfaction of the COTR.

8.5.5 **Final Product Delivery.** The contractor shall deliver to the CO, COR and COTR all data structures, source code, and all associated material no later than 15 calendar days following the acceptance of the beta testing or each FAA fiscal year which ever is earlier. The COTR shall confirm by letter to the contractor that all deliverables of this paragraph are acceptable.

9.0 Travel: (Cost Reimbursable):

Contractor personnel who are directed by the COTR to travel away from the contractor's facility shall do so pursuant to the contract. All travel must be approved by the COR in advance of actual travel. Travel reimbursement shall be in accordance with Special Requirement in Section H of the contract.

10.0 User Training (Firm-Fixed-Price):

The Contractor shall provide user training starting no later than TBN calendar days after Final Product Delivery acceptance by the COTR and completed TBN between the contractor and the FAA. Training shall be conducted during normal weekday business hours at the Mike Monroney Aeronautical Center, Oklahoma City, OK, or at other FAA locations as approved by the COTR. The contractor shall invoice for its travel costs per paragraph 1 of this TPWS.

11.0 Incidentals (Cost Reimbursable):

The contractor may be reimbursed for incidental purchases in support of this contact as approved by the COTR. Incidental costs may include such materials, hardware, or software necessary to meet the requirements of this TPWS. The contractor shall invoice only those costs that have been approved by the COTR.

***ADJUDICATIVE STANDARDS: ISSUES
CLA 1262 (JUL 2001)**

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

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

**SCREENING STANDARDS-CONTRACTOR
CLA 1262 (JUL 2001)**

1. Record of conviction for illegal use or possession of intoxicants;
2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;
5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

94-2432 OK, OKLAHOMA CITY

WAGE DETERMINATION NO: 94-2432 REV (16) AREA: OK, OKLAHOMA CITY

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD: 94-2431**

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR
By direction of the Secretary of Labor		EMPLOYMENT STANDARDS ADMINISTRATION
		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

William W. Gross Director		Wage Determination No.: 1994-2432
Division of Wage Determinations		Revision No.: 16
		Date Of Revision: 08/28/2003

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.70
01012 - Accounting Clerk II	10.67
01013 - Accounting Clerk III	13.68
01014 - Accounting Clerk IV	18.28
01030 - Court Reporter	15.59
01050 - Dispatcher, Motor Vehicle	14.81
01060 - Document Preparation Clerk	11.00
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	10.51
01110 - Film/Tape Librarian	11.96
01115 - General Clerk I	9.11
01116 - General Clerk II	9.87
01117 - General Clerk III	12.50
01118 - General Clerk IV	18.00
01120 - Housing Referral Assistant	18.26
01131 - Key Entry Operator I	8.96
01132 - Key Entry Operator II	10.16
01191 - Order Clerk I	10.18
01192 - Order Clerk II	14.08
01261 - Personnel Assistant (Employment) I	11.72
01262 - Personnel Assistant (Employment) II	12.79
01263 - Personnel Assistant (Employment) III	14.34
01264 - Personnel Assistant (Employment) IV	16.63
01270 - Production Control Clerk	16.28
01290 - Rental Clerk	11.33
01300 - Scheduler, Maintenance	12.64
01311 - Secretary I	12.64
01312 - Secretary II	15.76

01313 - Secretary III	18.26
01314 - Secretary IV	20.53
01315 - Secretary V	21.74
01320 - Service Order Dispatcher	13.07
01341 - Stenographer I	10.51
01342 - Stenographer II	12.37
01400 - Supply Technician	20.53
01420 - Survey Worker (Interviewer)	13.25
01460 - Switchboard Operator-Receptionist	10.02
01510 - Test Examiner	15.76
01520 - Test Proctor	15.76
01531 - Travel Clerk I	9.94
01532 - Travel Clerk II	10.44
01533 - Travel Clerk III	10.93
01611 - Word Processor I	8.98
01612 - Word Processor II	10.75
01613 - Word Processor III	11.61
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	8.88
03041 - Computer Operator I	10.91
03042 - Computer Operator II	13.43
03043 - Computer Operator III	18.01
03044 - Computer Operator IV	19.48
03045 - Computer Operator V	21.59
03071 - Computer Programmer I (1)	19.89
03072 - Computer Programmer II (1)	22.83
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.46
03102 - Computer Systems Analyst II (1)	26.26
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.12
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.64
05010 - Automotive Glass Installer	15.47
05040 - Automotive Worker	14.08
05070 - Electrician, Automotive	16.35
05100 - Mobile Equipment Servicer	12.54
05130 - Motor Equipment Metal Mechanic	15.64
05160 - Motor Equipment Metal Worker	14.08
05190 - Motor Vehicle Mechanic	15.64
05220 - Motor Vehicle Mechanic Helper	11.98
05250 - Motor Vehicle Upholstery Worker	13.31
05280 - Motor Vehicle Wrecker	14.08
05310 - Painter, Automotive	14.86
05340 - Radiator Repair Specialist	14.08
05370 - Tire Repairer	12.12
05400 - Transmission Repair Specialist	15.64
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.87
07010 - Baker	9.04
07041 - Cook I	7.94
07042 - Cook II	9.56
07070 - Dishwasher	6.73
07130 - Meat Cutter	11.33
07250 - Waiter/Waitress	7.05
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.86
09040 - Furniture Handler	10.36
09070 - Furniture Refinisher	14.86

09100 - Furniture Refinisher Helper	11.75
09110 - Furniture Repairer, Minor	13.31
09130 - Upholsterer	14.86
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.37
11060 - Elevator Operator	8.17
11090 - Gardener	10.37
11121 - House Keeping Aid I	7.27
11122 - House Keeping Aid II	8.57
11150 - Janitor	8.51
11210 - Laborer, Grounds Maintenance	8.72
11240 - Maid or Houseman	7.27
11270 - Pest Controller	11.28
11300 - Refuse Collector	8.17
11330 - Tractor Operator	9.73
11360 - Window Cleaner	9.02
12000 - Health Occupations	
12020 - Dental Assistant	12.42
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.19
12071 - Licensed Practical Nurse I	10.19
12072 - Licensed Practical Nurse II	11.46
12073 - Licensed Practical Nurse III	12.82
12100 - Medical Assistant	10.04
12130 - Medical Laboratory Technician	11.43
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.67
12222 - Nursing Assistant II	8.62
12223 - Nursing Assistant III	9.41
12224 - Nursing Assistant IV	10.55
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.16
12311 - Registered Nurse I	16.67
12312 - Registered Nurse II	20.39
12313 - Registered Nurse II, Specialist	20.39
12314 - Registered Nurse III	24.66
12315 - Registered Nurse III, Anesthetist	24.66
12316 - Registered Nurse IV	29.57
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.49
13011 - Exhibits Specialist I	18.53
13012 - Exhibits Specialist II	20.67
13013 - Exhibits Specialist III	24.88
13041 - Illustrator I	17.00
13042 - Illustrator II	18.79
13043 - Illustrator III	23.46
13047 - Librarian	17.58
13050 - Library Technician	11.07
13071 - Photographer I	10.96
13072 - Photographer II	13.53
13073 - Photographer III	16.34
13074 - Photographer IV	20.40
13075 - Photographer V	23.41
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.03
15030 - Counter Attendant	7.03
15040 - Dry Cleaner	8.83
15070 - Finisher, Flatwork, Machine	7.03
15090 - Presser, Hand	7.03
15100 - Presser, Machine, Drycleaning	7.03

15130 - Presser, Machine, Shirts	7.03
15160 - Presser, Machine, Wearing Apparel, Laundry	7.03
15190 - Sewing Machine Operator	9.46
15220 - Tailor	10.09
15250 - Washer, Machine	7.69
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.99
19040 - Tool and Die Maker	24.44
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.39
21020 - Material Coordinator	16.28
21030 - Material Expediter	16.28
21040 - Material Handling Laborer	10.95
21050 - Order Filler	11.74
21071 - Forklift Operator	13.81
21080 - Production Line Worker (Food Processing)	12.68
21100 - Shipping/Receiving Clerk	11.78
21130 - Shipping Packer	11.78
21140 - Store Worker I	11.27
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.62
21210 - Tools and Parts Attendant	12.68
21400 - Warehouse Specialist	12.68
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.12
23040 - Aircraft Mechanic Helper	12.43
23050 - Aircraft Quality Control Inspector	17.40
23060 - Aircraft Servicer	14.08
23070 - Aircraft Worker	14.90
23100 - Appliance Mechanic	14.94
23120 - Bicycle Repairer	12.12
23125 - Cable Splicer	18.10
23130 - Carpenter, Maintenance	14.95
23140 - Carpet Layer	14.17
23160 - Electrician, Maintenance	16.72
23181 - Electronics Technician, Maintenance I	15.03
23182 - Electronics Technician, Maintenance II	22.61
23183 - Electronics Technician, Maintenance III	25.36
23260 - Fabric Worker	13.39
23290 - Fire Alarm System Mechanic	15.64
23310 - Fire Extinguisher Repairer	12.61
23340 - Fuel Distribution System Mechanic	18.88
23370 - General Maintenance Worker	14.08
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.64
23430 - Heavy Equipment Mechanic	15.64
23440 - Heavy Equipment Operator	16.82
23460 - Instrument Mechanic	17.02
23470 - Laborer	9.23
23500 - Locksmith	15.07
23530 - Machinery Maintenance Mechanic	16.70
23550 - Machinist, Maintenance	15.64
23580 - Maintenance Trades Helper	11.98
23640 - Millwright	16.24
23700 - Office Appliance Repairer	14.95
23740 - Painter, Aircraft	14.86
23760 - Painter, Maintenance	14.86
23790 - Pipefitter, Maintenance	18.23
23800 - Plumber, Maintenance	17.52
23820 - Pneudraulic Systems Mechanic	15.64
23850 - Rigger	16.14
23870 - Scale Mechanic	14.17

23890 - Sheet-Metal Worker, Maintenance	17.74
23910 - Small Engine Mechanic	14.08
23930 - Telecommunication Mechanic I	19.01
23931 - Telecommunication Mechanic II	19.93
23950 - Telephone Lineman	19.01
23960 - Welder, Combination, Maintenance	15.64
23965 - Well Driller	17.20
23970 - Woodcraft Worker	15.64
23980 - Woodworker	12.54
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.41
24580 - Child Care Center Clerk	12.06
24600 - Chore Aid	7.72
24630 - Homemaker	15.64
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.49
25040 - Sewage Plant Operator	15.27
25070 - Stationary Engineer	19.78
25190 - Ventilation Equipment Tender	11.82
25210 - Water Treatment Plant Operator	14.86
27000 - Protective Service Occupations	
(not set) - Police Officer	18.72
27004 - Alarm Monitor	11.41
27006 - Corrections Officer	17.95
27010 - Court Security Officer	17.95
27040 - Detention Officer	17.95
27070 - Firefighter	17.18
27101 - Guard I	10.07
27102 - Guard II	14.77
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.79
28020 - Hatch Tender	15.20
28030 - Line Handler	15.20
28040 - Stevedore I	16.43
28050 - Stevedore II	18.34
29000 - Technical Occupations	
21150 - Graphic Artist	18.92
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	15.46
29024 - Archeological Technician II	18.59
29025 - Archeological Technician III	23.01
29030 - Cartographic Technician	21.03
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.02
29040 - Civil Engineering Technician	18.18
29061 - Drafter I	12.17
29062 - Drafter II	14.05
29063 - Drafter III	18.53
29064 - Drafter IV	21.63
29081 - Engineering Technician I	14.93
29082 - Engineering Technician II	18.70
29083 - Engineering Technician III	20.55
29084 - Engineering Technician IV	26.62
29085 - Engineering Technician V	30.72
29086 - Engineering Technician VI	35.25
29090 - Environmental Technician	18.73
29100 - Flight Simulator/Instructor (Pilot)	26.55
29160 - Instructor	19.76
29210 - Laboratory Technician	14.80

29240 - Mathematical Technician	22.75
29361 - Paralegal/Legal Assistant I	15.04
29362 - Paralegal/Legal Assistant II	19.60
29363 - Paralegal/Legal Assistant III	23.97
29364 - Paralegal/Legal Assistant IV	29.01
29390 - Photooptics Technician	21.60
29480 - Technical Writer	20.46
29491 - Unexploded Ordnance (UXO) Technician I	18.66
29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	27.05
29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	22.14
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.24
29622 - Weather Observer, Upper Air (3)	19.24
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.84
31260 - Parking and Lot Attendant	8.00
31290 - Shuttle Bus Driver	11.10
31300 - Taxi Driver	9.49
31361 - Truckdriver, Light Truck	11.10
31362 - Truckdriver, Medium Truck	12.54
31363 - Truckdriver, Heavy Truck	15.40
31364 - Truckdriver, Tractor-Trailer	15.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.25
99030 - Cashier	7.32
99041 - Carnival Equipment Operator	9.13
99042 - Carnival Equipment Repairer	9.74
99043 - Carnival Worker	7.09
99050 - Desk Clerk	8.41
99095 - Embalmer	18.49
99300 - Lifeguard	9.80
99310 - Mortician	20.05
99350 - Park Attendant (Aide)	12.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.09
99500 - Recreation Specialist	11.65
99510 - Recycling Worker	9.26
99610 - Sales Clerk	9.83
99620 - School Crossing Guard (Crosswalk Attendant)	7.01
99630 - Sport Official	9.80
99658 - Survey Party Chief (Chief of Party)	19.52
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.74
99660 - Surveying Aide	10.97
99690 - Swimming Pool Operator	12.58
99720 - Vending Machine Attendant	10.45
99730 - Vending Machine Repairer	12.58
99740 - Vending Machine Repairer Helper	10.16

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order (proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage

rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.