

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES****NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 AND 30.**

2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER	PAGE 1 OF 50
				5. SOLICITATION NUMBER 15M30023QA3700014	6. SOLICITATION ISSUE DATE 06/01/2023
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE / LOCAL TIME 06/29/2023 11:00 CT

9. ISSUED BY JPATS CONTRACTS - FSD United States Marshals Service Justice Prisoner & Alien Transportation System 1251 NW Briarcliff Parkway, Suite 300 Kansas City, MO 64116	CODE 15M300	10. THE ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)	% FOR NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 488190 SIZE STANDARD: \$40,000,000
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11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING
		14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	

15. DELIVER TO United States Marshals Services Air Operations - JPATS Will Rogers Airport 5900 Air Cargo Road Oklahoma City, OK 73159-1198	CODE 15M300	16. ADMINISTERED BY JPATS CONTRACTS - FSD United States Marshals Service Justice Prisoner & Alien Transportation System 1251 NW Briarcliff Parkway, Suite 300 Kansas City, MO 64116	CODE 15M300
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17a. CONTRACTOR/OFFEROR CODE FACILITY CODE	18a. PAYMENT WILL BE MADE BY United States Marshals Services Air Operations - JPATS Will Rogers Airport 5900 Air Cargo Road Oklahoma City, OK 73159-1198	CODE 15M300
TELEPHONE NUMBER		

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Aircraft Maintenance, Line Servicing, and Logistics Support Services in Oklahoma City, OK. and/or Kansas City, MO. for a One (1) Base Period, Four (4) option periods and One (1) option per FAR 52.217-8.  See Continuation Sheet(s) (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Government Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
30b. NAME AND TITLE OF SIGNER (Type or print)	31b. NAME OF THE CONTRACTING OFFICER (Type or print) Julie M. Simpson
30c. DATE SIGNED	31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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## Section 1 - Commodity or Services Schedule

## SCHEDULE OF SUPPLIES/SERVICES

## CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0001	Oklahoma City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support Firm Fixed Price PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	12	MO	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0002	Oklahoma City - Materials, Supplies, and Parts Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0003	Oklahoma City - Ground Support Equipment, Scheduled and Unscheduled Maintenance Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0004	Oklahoma City - Heavy Maintenance Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0005	Oklahoma City - Airworthiness Directives Above Line Maintenance Level Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0006	Oklahoma City - Travel Expenses IAW Federal Acquisition Regulations Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	1	LT	\$ _____		\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0007	Oklahoma City - Overtime Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0008	Kansas City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support Firm Fixed Price PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	12	MO	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0009	Kansas City - Materials, Supplies, and Parts Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0010	Kansas City - Ground Support Equipment, Scheduled and Unscheduled Maintenance Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0011	Kansas City - Heavy Maintenance Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0012	Kansas City - Airworthiness Directives Above Line Maintenance Level Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0013	Kansas City - Travel Expenses IAW Federal Acquisition Regulations Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024	1	LT	\$ _____		\$ _____

	Base Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Kansas City - Overtime Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Base Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Oklahoma City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support Option Year 1: 01 October 2024 – 30 September 2025 Firm Fixed Price PSC: J015 <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025 Option Period	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Oklahoma City - Materials, Supplies, and Parts Option Year 1: 01 October 2024 – 30 September 2025 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Oklahoma City - Ground Support Equipment, Scheduled and Unscheduled Maintenance Option Year 1: 01 October 2024 – 30 September 2025 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Oklahoma City - Heavy Maintenance Option Year 1: 01 October 2024 – 30 September 2025 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2023 - 09/30/2024 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	Oklahoma City - Airworthiness Directives Above Line Maintenance Level Option Year 1: 01 October 2024 – 30 September 2025 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025 Option Period	1	LT	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
1006	Oklahoma City - Travel Expenses IAW Federal Acquisition Regulations Option Year 1: 01 October 2024 – 30 September 2025 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025 Option Period	1	LT	\$		\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
1007	Oklahoma City - Overtime Option Year 1: 01 October 2024 – 30 September 2025 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025 Option Period	1	LT	\$		\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
1008	Kansas City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support Option Year 1: 01 October 2024 – 30 September 2025 Firm Fixed Price PSC: J015 <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025 Option Period	12	MO	\$		\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
1009	Kansas City - Materials, Supplies, and Parts Option Year 1: 01 October 2024 – 30 September 2025 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025 Option Period	1	LT	\$		\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
1010	Kansas City - Ground Support Equipment, Scheduled and Unscheduled Maintenance Option Year 1: 01 October 2024 – 30 September 2025 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025 Option Period	1	LT	\$		\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
1011	Kansas City - Heavy Maintenance Option Year 1: 01 October 2024 – 30 September 2025 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025 Option Period	1	LT	\$		\$

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
1012	Kansas City - Airworthiness Directives Above Line Maintenance Level  Option Year 1: 01 October 2024 – 30 September 2025  Labor Hours  PSC: J015  <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025  Option Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
1013	Kansas City - Travel Expenses IAW Federal Acquisition Regulations  Option Year 1: 01 October 2024 – 30 September 2025  Cost  PSC: J015  <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025  Option Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
1014	Kansas City - Overtime  Option Year 1: 01 October 2024 – 30 September 2025  Labor Hours  PSC: J015  <b>Line Period of Performance:</b> 10/01/2024 - 09/30/2025  Option Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
2001	Oklahoma City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support  Option Year 2: 01 October 2025 – 30 September 2026  Firm Fixed Price  PSC: J015  <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026  Option Period	12	MO	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
2002	Oklahoma City - Materials, Supplies, and Parts  Option Year 2: 01 October 2025 – 30 September 2026  Cost  PSC: J015  <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026  Option Period	1	LT	\$ _____		\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
2003	Oklahoma City - Ground Support Equipment, Scheduled and Unscheduled Maintenance  Option Year 2: 01 October 2025 – 30 September 2026  Cost  PSC: J015  <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026	1	LT	\$ _____		\$ _____



	Option Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Oklahoma City - Heavy Maintenance Option Year 2: 01 October 2025 – 30 September 2026 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	Oklahoma City - Airworthiness Directives Above Line Maintenance Level Option Year 2: 01 October 2025 – 30 September 2026 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	Oklahoma City - Travel Expenses IAW Federal Acquisition Regulations Option Year 2: 01 October 2025 – 30 September 2026 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	Oklahoma City - Overtime Option Year 2: 01 October 2025 – 30 September 2026 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Kansas City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support Option Year 2: 01 October 2025 – 30 September 2026 Firm Fixed Price PSC: J015 <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026 Option Period	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009	Kansas City - Materials, Supplies, and Parts Option Year 2: 01 October 2025 – 30 September 2026 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026	1	LT	\$ _____	\$ _____

	Option Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010	Kansas City - Ground Support Equipment, Scheduled and Unscheduled Maintenance  Option Year 2: 01 October 2025 – 30 September 2026  Cost  PSC: J015  <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026  Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011	Kansas City - Heavy Maintenance  Option Year 2: 01 October 2025 – 30 September 2026  Labor Hours  PSC: J015  <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026  Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012	Kansas City - Airworthiness Directives Above Line Maintenance Level  Option Year 2: 01 October 2025 – 30 September 2026  Labor Hours  PSC: J015  <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026  Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013	Kansas City - Travel Expenses IAW Federal Acquisition Regulations  Option Year 2: 01 October 2025 – 30 September 2026  Cost  PSC: J015  <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026  Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014	Kansas City - Overtime  Option Year 2: 01 October 2025 – 30 September 2026  Labor Hours  PSC: J015  <b>Line Period of Performance:</b> 10/01/2025 - 09/30/2026  Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Oklahoma City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support  Option Year 3: 01 October 2026 – 30 September 2027  Firm Fixed Price  PSC: J015	12	MO	\$ _____	\$ _____

	Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Oklahoma City - Materials, Supplies, and Parts Option Year 3: 01 October 2026 – 30 September 2027 Cost PSC: J015 Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period	1	LT	\$	\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	Oklahoma City - Ground Support Equipment, Scheduled and Unscheduled Maintenance Option Year 3: 01 October 2026 – 30 September 2027 Cost PSC: J015 Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period	1	LT	\$	\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Oklahoma City - Heavy Maintenance Option Year 3: 01 October 2026 – 30 September 2027 Labor Hours PSC: J015 Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period	1	LT	\$	\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	Oklahoma City - Airworthiness Directives Above Line Maintenance Level Option Year 3: 01 October 2026 – 30 September 2027 Labor Hours PSC: J015 Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period	1	LT	\$	\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006	Oklahoma City - Travel Expenses IAW Federal Acquisition Regulations Option Year 3: 01 October 2026 – 30 September 2027 Cost PSC: J015 Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period	1	LT	\$	\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007	Oklahoma City - Overtime Option Year 3: 01 October 2026 – 30 September 2027 Labor Hours PSC: J015	1	LT	\$	\$

	Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	Kansas City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support  Option Year 3: 01 October 2026 – 30 September 2027  Firm Fixed Price  PSC: J015  Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009	Kansas City - Materials, Supplies, and Parts  Option Year 3: 01 October 2026 – 30 September 2027  Cost  PSC: J015  Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010	Kansas City - Ground Support Equipment, Scheduled and Unscheduled Maintenance  Option Year 3: 01 October 2026 – 30 September 2027  Cost  PSC: J015  Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011	Kansas City - Heavy Maintenance  Option Year 3: 01 October 2026 – 30 September 2027  Labor Hours  PSC: J015  Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012	Kansas City - Airworthiness Directives Above Line Maintenance Level  Option Year 3: 01 October 2026 – 30 September 2027  Labor Hours  PSC: J015  Line Period of Performance: 10/01/2026 - 09/30/2027 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013	Kansas City - Travel Expenses IAW Federal Acquisition Regulations  Option Year 3: 01 October 2026 – 30 September 2027  Cost	1	LT	\$ _____	\$ _____

	PSC: J015 <b>Line Period of Performance:</b> 10/01/2026 - 09/30/2027 Option Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014	Kansas City - Overtime Option Year 3: 01 October 2026 – 30 September 2027 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2026 - 09/30/2027 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Oklahoma City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support Option Year 4: 01 October 2027 – 30 September 2028 Firm Fixed Price PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	12	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Oklahoma City - Materials, Supplies, and Parts Option Year 4: 01 October 2027 – 30 September 2028 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Oklahoma City - Ground Support Equipment, Scheduled and Unscheduled Maintenance Option Year 4: 01 October 2027 – 30 September 2028 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	Oklahoma City - Heavy Maintenance Option Year 4: 01 October 2027 – 30 September 2028 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	Oklahoma City - Airworthiness Directives Above Line Maintenance Level Option Year 4: 01 October 2027 – 30 September 2028 Labor Hours	1	LT	\$ _____	\$ _____

	PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	Oklahoma City - Travel Expenses IAW Federal Acquisition Regulations  Option Year 4: 01 October 2027 – 30 September 2028  Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	1	LT	\$	\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007	Oklahoma City - Overtime  Option Year 4: 01 October 2027 – 30 September 2028  Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	1	LT	\$	\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	Kansas City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support  Option Year 4: 01 October 2027 – 30 September 2028  Firm Fixed Price PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	12	MO	\$	\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	Kansas City - Materials, Supplies, and Parts  Option Year 4: 01 October 2027 – 30 September 2028  Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	1	LT	\$	\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	Kansas City - Ground Support Equipment, Scheduled and Unscheduled Maintenance  Option Year 4: 01 October 2027 – 30 September 2028  Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	1	LT	\$	\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011	Kansas City - Heavy Maintenance  Option Year 4: 01 October 2027 – 30 September 2028  Labor Hours	1	LT	\$	\$

	PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012	Kansas City - Airworthiness Directives Above Line Maintenance Level  Option Year 4: 01 October 2027 – 30 September 2028  Labor Hours  PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013	Kansas City - Travel Expenses IAW Federal Acquisition Regulations  Option Year 4: 01 October 2027 – 30 September 2028  Cost  PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014	Kansas City - Overtime  Option Year 4: 01 October 2027 – 30 September 2028  Labor Hours  PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	1	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	Oklahoma City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support  Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029  Firm Fixed Price  PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period	6	MO	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002	Oklahoma City - Materials, Supplies, and Parts  Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029  Cost  PSC: J015 <b>Line Period of Performance:</b> 10/01/2027 - 09/30/2028 Option Period	0.5	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5003	Oklahoma City - Ground Support Equipment, Scheduled and Unscheduled Maintenance	0.5	LT	\$ _____	\$ _____

	Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period				
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004	Oklahoma City - Heavy Maintenance Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period	0.5	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005	Oklahoma City - Airworthiness Directives Above Line Maintenance Level Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period	0.5	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006	Oklahoma City - Travel Expenses IAW Federal Acquisition Regulations Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period	0.5	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007	Oklahoma City - Overtime Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period	0.5	LT	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008	Kansas City - Monthly Aircraft Maintenance, Line Servicing and Logistics Support Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Firm Fixed Price PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period	6	MO	\$ _____	\$ _____



ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
5009	Kansas City - Materials, Supplies, and Parts Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period	0.5	LT	\$		\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
5010	Kansas City - Ground Support Equipment, Scheduled and Unscheduled Maintenance Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period	0.5	LT	\$		\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
5011	Kansas City - Heavy Maintenance Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period	0.5	LT	\$		\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
5012	Kansas City - Airworthiness Directives Above Line Maintenance Level Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Labor Hours PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period	0.5	LT	\$		\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
5013	Kansas City - Travel Expenses IAW Federal Acquisition Regulations Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Cost PSC: J015 <b>Line Period of Performance:</b> 10/01/2028 - 03/31/2029 Option Period	0.5	LT	\$		\$
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
5014	Kansas City - Overtime Option to Extend NTE Six Months: 01 October 2028 – 31 March 2029 Labor Hours	0.5	LT	\$		\$

PSC: J015

Line Period of Performance: 10/01/2028 - 03/31/2029

Option Period

## Section 2 - Contract Clauses

52.212-4 Alt I Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022) - Alternate I (Nov 2021)

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(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. Not Applicable [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate:

Aircraft Cleaning Services; Maintenance and Repairs of Ground Support Equipment; Scheduled Heavy Maintenance of Aircraft  
and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
  - (ii) Invoice date and number;
  - (iii) Contract number, line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:
- (i) *Hourly rate.*
- (A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.
- (B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
- (D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

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

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

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: See Section 2 - Commodity or Services Schedule*[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: None *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.")]*

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

notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

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

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material cost; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary

of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

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

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

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

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.



(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t)[Reserved].

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (*e.g.*, "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

## **A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022) - Alternate I (Nov 2021)**

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

### Clauses By Reference

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

Clause	Title	Fill-ins (if applicable)
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Clause	Title	Fill-ins (if applicable)
52.245-1	Government Property (Sep 2021)	

## Clauses By Full Text

### 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.908.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

(End of clause)

### 52.217-8 Option to Extend Services (Nov 1999)

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 30 days before the contract expires.

(End of clause)

### 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within prior to the expiration of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, including the exercise of any option under the clause at 52.217-8, Option to Extend Services (Mar 2000), which is incorporated into this contract in full text, shall not exceed five (5) years and six months.

(End of clause)

### 52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government'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 Government 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.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

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(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.237-3 Continuity of Services (Jan 1991)

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(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

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

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

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

(End of clause)

DOJ-01 Whistleblower Information Distribution (Oct 2021)

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Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (<https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf>). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.908 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

(End of Clause)

USMS-0001 Release of Residual Funds (\$100 or Less)

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The contractor is advised when submitting the final invoice under this contract to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Information Copy – Final Invoice." If residual funds on the contract total \$100 or less, the government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced contract have been satisfied. Therefore, it is further understood and agreed that the government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract. (Applies to all contracts)

(End of Clause)

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#### USMS-0002 Release of Residual Funds (Greater Than \$100)

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If funds greater than \$100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification within the stated time period shall be considered acceptance of the government's intent to deobligate the residual funds; and releases the Government from any future liability stemming from or related to this contract. (Applies to all contracts.)

(End of Clause)

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#### USMS-0003 Acceleration of Payments to Small Businesses

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In order for the United States Marshals Service Payment Office to comply with OMB Memorandum M-11-32, all invoices from any small business must include the following statement of self-certification of its small business status:

"I hereby certify that [Vendor Name] is a small business concern as defined in Federal Acquisition Regulation (FAR) subpart 2.101." This requirement for certification is in addition to any other invoicing instructions for this contract. Failure to include this certification on invoices may result in delayed payment.

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#### USMS-0008 Productive/Non-Productive Language

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Productive hours are defined as those hours ordered and to be paid by the Government to the Contractor for an equivalent number of actual labor hours worked, except when a condition described below applies. This contract does not prohibit the Contractor and/or subcontractor(s) from paying its employee for non-billable hours from overhead or other accounts.

##### **1. Ordering Productive Hours**

Services under the resulting contract will be ordered by individual task orders, if applicable. If services are ordered under a resulting contract, each individual task order will include the component, location, Contract Line Item Number (CLIN) Labor category, and billing rate. The quantity of hours ordered, will be categorized as productive hours.

##### **2. Productive hours DO NOT include:**

- 2.1 Leave time (holiday, sick, vacation, administrative, disability or child care, leave without pay, jury duty, or military leave).
- 2.2 The time required for "qualification" training of new or substandard contractor employees; or "upgrade" training which is provided by the Contractor.
- 2.3 The time prior to the start of the workday where the operations of the Federal agency have been **shut-down** or curtailed due to unusually severe weather, other Acts of God, **budgetary reasons**, or other unforeseeable circumstances.
- 2.4 Special Holiday Time provided by Executive Order from the President of the United States.

##### **3. Productive hours DO include:**

- 3.1 The time required to attend training specifically ordered by the Government, including reasonable travel time as determined by the Contracting Officer's Representative (COR), Assistant Contracting Officer's Representative (ACOR) or Quality Assurance Evaluator (QAE).
- 3.2 The intermittent time or times, when Government operations are closed for the balance of a work day that has already commenced. The closing of operations during these periods is usually related to concerns regarding the safety of employees. In these rare instances, the contractor may bill for the balance of the scheduled workday(s) with the specific written authorization of the COR, ACOR or QAE.

##### **4. Time Spent Traveling.**

The COR, ACOR or QAE shall grant approval of all travel time **before** the Contractor employee travels. The travel time to attend training, meetings, conferences, etc. specifically ordered by the Government shall be considered Productive Hours if:

- 4.1 The individual is required to travel during regular working hours;
- 4.2 An individual is required to drive a vehicle or perform other work while traveling;
- 4.3 An individual is required to travel as a passenger on a one-day assignment away from the official duty station;
- 4.4 An individual is required to travel as a passenger on an overnight assignment away from the official duty station during hours on **non-workdays** that correspond to the employee's regular working hours; or
- 4.5 When an individual travels directly from home to a temporary duty location outside the limits of a 50 mile radius of his or her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from productive hours of work as specified in paragraphs (4.2) and (4.3) of this section.

**Example:** The COR, ACOR, or QAE requests an individual who lives in Washington, DC, with a duty station in Crystal City, VA, to attend an eight (8) hour training session in Richmond, VA. The individual's normal commute time is one (1) hour from DC to Crystal City. It takes the individual a total of four (4) hours to go to and from the training site in Richmond, VA. The Contractor must deduct two (2) hours from the 12 hour work day. Eight (8) hours of training plus four (4) hours of travel time equals a 12 hour workday. The contractor can only invoice the Government for 10 productive hours worked. The vendor must deduct the individual's normal two (2) hour commute time from the 12 hour workday.

Further, the Contractor must, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the reasons indicated above. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

## USMS-0009 NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

### Non-Disclosure and Confidentiality Agreement

This Non-Disclosure/Confidentiality Agreement is a standard agreement designed for use by \_\_\_\_\_ and its employees and subcontractors assigned to work as a/an Justice, \_\_\_\_\_ for the Department of United States Marshals Service (USMS), under \_\_\_\_\_

The use of this agreement is designed to protect non-public information from disclosure and to prevent violations of federal statutes and regulations.

The contract and the employees working on the contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4705, 41 U.S.C. 4712, and FAR 3.908.

During your assignment, you agree to:

1. Use only for Government purposes any and all confidential business, procurement, and/or other sensitive information to which you are given direct or indirect access.
2. Not to disclose non-public information by any means (in whole or in part, alone or in combination with other information, directly or indirectly or derivatively) to any person except to a Contracting Officer's Representative (COR), Contracting Officer (CO), or other U.S. Government official with a need to know. All distribution of information will be controlled by the CO.
3. Not to use non-public information for any non-governmental purpose including but not limited to: the preparation of bids and proposals, or the development or execution of other business or commercial venture.

The signatory will not disclose any classified information received in the course of such intelligence or intelligence-related activity unless specifically authorized to do so by the United States Government; and this NDA does not bar disclosures to Congress. Or to an authorized office of an executive agency or the Department of Justice, which are essential to report a substantial violation of law.

Except as necessary in the performance of your work assignment, you will not, without the written approval of the COR, CO or USMS Manager:

- a. Disseminate any oral, written or electronic information which constitutes non-public information covered under this Agreement, and that is obtained as a result of the accomplishment of work performed under the aforementioned contract/task order; or,
- b. Remove any documents or electronic media containing non-public information under this Agreement from the place of your work assignment.
- c. Non-public information, as used herein, includes trade secrets, confidential or proprietary business information as defined under the Freedom of Information Act, 5 U.S.C. 552, procurement and any other proprietary information in any form, whether drawings, designs, schedules, plans, studies, software, prototypes, samples, or formulas, whether by verbal, electronic or written communication.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights or liabilities created by existing statutes or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into the agreement and are controlling.

By signing this agreement, you agree that:

1. You have been advised that all data covered by this Agreement that is furnished by the Government, including any copies, notes or working papers derived or produced therefrom, are the property of the Government.
2. You understand that any unexcused failure to surrender such materials promptly, or improper conversion of such materials for use not called for by your work assignment (e.g., delivery of a document, or a copy thereof, or notes containing information taken from the document, to someone not authorized by the Government to receive such information), may be in violation of 18 U.S.C. 461 (theft of Government property).
3. In accordance with the aforementioned contract/task order provisions, this Agreement may be formally modified or changed by the Government in those instances in which the courts (e.g., civil investigative demands), or specific circumstances dictate such a modification or change. You will be afforded an opportunity to review and concur with such changes.
4. You further acknowledge that you understand the provisions of the sections above and will continue to comply with the provisions herein even after your work assignment is completed. Additionally, you understand that you may be required to disclose the information subject to this agreement pursuant to the provisions of a valid court order.

It is understood that this Non-Disclosure/ Confidentiality Agreement is used to ensure that Contractors and contractor's employees are aware of and commit to comply with the confidentiality requirements described above.

**AGREED:**

Name (Print)

Name (Signature)

Date

Title

Company

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USMS-0010 CONTRACT/ORDER CLOSEOUT - FIXED-PRICE, TIME-AND-MATERIALS, OR LABOR HOURS

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Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within thirty (30) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within sixty (60) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

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USMS-0011 RELEASE OF CLAIMS

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At the conclusion of the contract (or task order), the Contractor shall submit with the Final Invoice a release of claims against the United States arising out of the contract (or task order), other than claims specifically excepted from the operation of the release. Copies of the required form may be obtained from the Contracting Officer.

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USMS-0012 Contracting Officer's Representative (COR)

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**CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 2017)**

(a) **Rob Hankins** is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

Phone Number: 405.680.3431

E-mail: [Rob.Hankins@usdoj.gov](mailto:Rob.Hankins@usdoj.gov)

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

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USMS-0013 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS - INVOICE PROCESSING PLATFORM (IPP) (JAN 2018)

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Payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice Required documents provided in PWS.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from IPP Customer Support within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Customer Support Desk via email [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or phone (866) 973-3131.



If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

(End of Local Clause)

#### 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

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(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

#### 52.204-13 System for Award Management Maintenance (Oct 2018)

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(a) *Definitions.* As used in this clause--

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM)" means that--

- (1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes--

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to--

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

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

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

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

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#### 52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)

(a) *Definition.* As used in this clause--

"Commercial and Government Entity (CAGE) code" means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.
- (b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.
- (c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.
- (d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.
- (e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.
- (f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of clause)

#### 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

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The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Mar 2023)

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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved].

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-6.

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

X (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.

☐ (v) Alternate IV (Sep 2021) of 52.219-9.

☐ (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (Mar 2020) of 52.219-13.

☐ (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

☒ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

☐ (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (Mar 2023) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (Mar 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

☐ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 657s).

☒ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☒ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2022) (E.O. 13126).

☒ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

☐ (ii) Alternate I (Feb 1999) of 52.222-26.

☒ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (July 2014) of 52.222-35.

☒ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (July 2014) of 52.222-36.

☒ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (35)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (36) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c) (3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

X (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

\_\_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

X (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

\_\_\_ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

\_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

\_\_\_ (ii) Alternate I (Oct 2022) of 52.225-1.

\_\_\_ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I [Reserved].

\_\_\_ (iii) Alternate II (Dec 2022) of 52.225-3.

\_\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.

\_\_\_ (v) Alternate IV (Oct 2022) of 52.225-3.

X (50) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

\_\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

\_\_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

*[Contracting Officer check as appropriate.]*

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

X (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).



(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**Section 3 - List of Attachments**

Identifier	Title	Number of Pages
1	Kansas City, MO Aircraft Maintenance PWS	50
2	Oklahoma City, OK Aircraft Maintenance PWS	65
3	Addendum to FAR Clause 52.212-1 and 52.212-2	15
4	USMS Small Business Subcontracting Plan Template	16

## Section 4 - Solicitation Provisions

### A.2 ADDENDUM TO FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services (Mar 2023)

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.

#### Provisions By Reference

##### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

Provision	Title	Fill-ins (if applicable)
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services (Mar 2023)	
52.212-2	Evaluation-Commercial Products and Commercial Services (Nov 2021)	
52.212-3	Offeror Representations and Certifications-Commercial Products and Commercial Services (Dec 2022)	

#### Provisions By Full Text

##### 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representations.*

(1) The Offeror represents that it \_\_\_ does, \_\_\_ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it \_\_\_ does, \_\_\_ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

#### 52.217-5 Evaluation of Options (July 1990)

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Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### 2852.233-70 Protests Filed Directly with the Department of Justice (NOV 2020)

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(a) The following definitions apply in this provision:

- (1) "Agency Protest Official" (APO) means the Deciding Official for a procurement protest filed with a contracting activity of DOJ when the contracting officer will not be the Deciding Official because of the protestor's election under JAR 2833.103(b)
- (2) "Deciding Official" means the official who will review and decide a procurement protest filed with the agency. The Deciding Official will be the contracting officer unless the protestor requests pursuant to JAR 2833.103(b) that the protest be decided by an individual above the level of the contracting officer, in which case the HCA will designate an APO to serve as the Deciding Official.
- (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) Only interested parties may file a protest.

(c) An interested party filing a protest with the DOJ has the choice of requesting either that the Contracting Officer or the APO decide the protest.

(d) A protest filed directly with the DOJ shall:

- (1) Indicate that it is a protest to DOJ.
- (2) Be filed with the Contracting Officer.
- (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
  - (i) Name, address, facsimile number and telephone number of the protestor.
  - (ii) Solicitation or contract number.
  - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
  - (iv) Copies of relevant documents.
  - (v) Request for a ruling by the agency.
  - (vi) Statement as to the form of relief requested.
  - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
  - (viii) All information establishing the timeliness of the protest.

(e) The decision by the APO is an alternative to a decision by the Contracting Officer. The APO will not consider appeals from the Contracting Officer's decision on an agency protest and a decision by the APO is final and not appealable.

(f) The Deciding Official may conduct a scheduling conference. The scheduling conference, if conducted, will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(g) Oral conferences may take place either by telephone or in person.

- (h) The protestor has only one opportunity to support or explain the substance of its protest. DOJ procedures do not provide for any discovery. The deciding official may request additional information from the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (i) A protestor may represent itself or be represented by legal counsel. The DOJ will not reimburse the protester for any legal fees related to the agency protest.
- (j) The DOJ will stay award or suspend contract performance in accordance with FAR 33.103(f), unless the contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. The justification or determination shall be approved at a level above the Contracting Officer. The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (k) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision shall be written, and provided to the protestor using a method that provides for evidence of receipt.
- (l) The DOJ may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a forum outside DOJ.
- (End of Clause)

USMS-0004 Representation Regarding Felony Conviction Under Any Federal law or Unpaid Delinquent Tax Liability (Deviation 2012-02) (January 2012)

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- (a) In accordance with sections 543 and 544 of Title V, Division B of the Further Continuing Appropriations Act, 2012 (Pub. L. 112-55), none of the funds made available by that Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation --
- (1) convicted of a felony criminal violation of any Federal law within the preceding 24 months, unless an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,
- unless* an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- (b) The offeror represents that, as of the date in this offer --
- (1) the offeror is \_\_\_ is not \_\_\_ a corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months;
- (2) the offeror is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of Provision)

52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)

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- (a) *Definition.* As used in this provision--

"Commercial and Government Entity (CAGE) code" means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via--

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) *The DLA Contractor and Government Entity (CAGE) Branch*. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) *The appropriate country codification bureau*. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of provision)

#### 52.204-20 Predecessor of Offeror (Aug 2020)

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(a) *Definitions*. As used in this provision--

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it \_\_\_ is or \_\_\_ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_(or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.  
(Do not use a "doing business as" name.)

(End of provision)

#### 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification (May 2014)

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(a) The offeror shall check the following certification:

##### Certification

The offeror \_\_\_does \_\_\_does not certify that--

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Labor Standards statute--

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision--

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

#### 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

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The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision--

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations.* The Offeror represents that--

(1) It \_\_ will, \_\_ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--



It \_\_\_ does, \_\_\_ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is \_\_\_ is not \_\_\_ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

U.S. Marshals Service (USMS)  
Justice Prisoner and Alien Transportation System  
(JPATS) Kansas City, Missouri  
Aircraft Maintenance, Line Servicing, and Logistics  
Support Services Performance Work Statement



Revision 1

May 17, 2023

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## 1. Introduction and Overview

The United States Marshals Service (USMS), Justice Prisoner and Alien Transportation System (JPATS) has a requirement for aircraft maintenance, line servicing, and logistics support services for one (1) Extended Diversion Operations (EDO) (ETOPS) Boeing 737-700 series aircraft. The aircraft is currently owned and operated exclusively by JPATS at their Kansas City, Missouri operational site. The aircraft must be available for dispatch as per all dispatch requirements detailed in the Federal Aviation Administration (FAA) Master Minimum Equipment List (MMEL), as supplemented by the Boeing 737 Dispatch Deviation Guide (DDG), or equivalent aircraft specific MEL as deemed acceptable by the JPATS Contracting Officer's Representative (COR).

Based on current mission flying schedules, JPATS' estimated utilization rate for the aircraft will be approximately five-days per week, or 700 flight hours and 500 cycles annually. The normal flight schedule is most frequently daytime flying, Monday through Friday; however, JPATS' unique mission requires all aircraft be available for dispatch 24 hours a day, 7 days a week. Accordingly, the Contract Maintenance Provider must be prepared to support flight operations beyond normal working hours, including holidays, by responding within a four-hour window at the direction of the JPATS Contracting Officer or the Contracting Officer's Representative (COR).

The aircraft will be operated as Public Aircraft subject to JPATS Deviation Authority as detailed in the JPATS General Maintenance Manual (GMM), Chapter I. In those instances where maintenance cannot be accomplished in accordance with applicable regulatory requirements, aircraft log entries, if required, will be accomplished by appropriately designated JPATS personnel. All aircraft maintenance activities will be subject to discretionary oversight by the JPATS Contracting Officer's Representative (COR).

Note: JPATS reserves the right to transfer aircraft between operational sites during the period of performance of this contract.

## 2. JPATS Responsibilities

Administer training, as required, for GMM Familiarization, Required Inspection Item (RII) procedures, Airworthiness Release procedures, Discrepancy Deferral procedures, Logbook documentation, and CAMP Task Card documentation.

Provide all required Aircraft Maintenance Manuals (AMMs), Component Maintenance Manuals (CMM), Illustrated Parts Catalogs (IPC), Wiring Diagrams (WD), Structural Repair Manuals (SRM), etc. via downloaded Compressed (zipped) Files to be loaded to the Maintenance Provider's internal technical library website.

Provide the Aircraft Flight Schedule prior to the air operation missions, typically on the Thursday prior to the following week's scheduled missions.

Provide CAMP Fleet Due List Reports for all maintenance requirements. Typically, the CAMP Fleet Due List Reports are sent to the Contract Maintenance Provider weekly and are sent as a 30-day and 90-day preview of upcoming maintenance activities.

Perform Quality Assurance Surveillance on all services provided under this contract.

### 3. Contractor Responsibilities

The Contract Maintenance Provider is responsible to perform all aircraft maintenance, preventative maintenance, line servicing, and logistics support services on one (1) Extended Diversion Operations (EDO) (ETOPS) Boeing 737-700 series aircraft. The Contract Maintenance Provider will provide all labor, supplies, supervision, management, tools, materials, equipment, and transportation necessary to provide the services as outlined in this Performance Work Statement (PWS).

The Contract Maintenance Provider will strictly adhere to the maintenance policies and procedures as detailed in the JPATS General Maintenance Manual (GMM) as well as applicable statutes and regulations as prescribed by the Federal Aviation Administration (FAA), Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), and the National Fire Protection Agency (NFPA). The Contract Maintenance Provider is responsible for the repair or replacement of any damaged aircraft or equipment that is damaged or destroyed due to acts of negligence.

The Contract Maintenance Provider is responsible to perform, or arrange to have performed, both scheduled and unscheduled heavy maintenance events up to and including C Checks, and all scheduled and unscheduled heavy maintenance events on the CFM56-7B series engines up to and including overhaul, performance restoration and life limited parts (LLP) replacement. Note: JPATS reserves the right to obtain airframe, engine, APU, or landing gear heavy maintenance services from a vendor of their choosing.

The Contract Maintenance Provider will designate a Point of Contact (POC) for the JPATS Contracting Officer and Contracting Officer Representative (COR). The Contract Maintenance Provider's POC will coordinate all maintenance events with the JPATS COR and will be available 24 hours a day, 7 days a week.

As a minimum, the Contract Maintenance Provider must implement the following programs:

- Quality Control Program / Plan
- Inspection Program
- Training Program
- Maintenance Control Program
- Safety Management System (SMS)
- Fire Protection Program
- Hazardous Material (HAZMAT) Management Program



- Foreign Object Damage (FOD) Program
- Approved Vendor List Program
- Tool Control Program
- Calibrated Tool Program
- Aircraft Parts Inventory Program
- Shelf-Life Program
- Shipping and Receiving Program
- Scrapped Parts Program
- Occupational Safety and Health Administration (OSHA) Program
- Drug and Alcohol Testing Program

After contract award and before commencing any services required by this contract, the Contract Maintenance Provider must submit the programs listed above for review and approval by the JPATS Contracting Officer's Representative (COR).

### 3.1. Federal Aviation Administration (FAA) Certification Requirements

- 3.1.1. The Contract Maintenance Provider must possess and maintain a 14 CFR Part 145 Repair Station with, as a minimum, a Limited Rating to maintain the Boeing 737-400, Boeing 737-700 aircraft, and Boeing 737-800 aircraft.
- 3.1.2. The Contract Maintenance Provider's maintenance personnel must be FAA Certificated Mechanics with Airframe and Powerplant (A&P) Ratings. The Contract Maintenance Provider may submit a written deviation waiver request for each non-certificated mechanic; however, each deviation waiver request is subject to review by the Contracting Officer's Representative (COR) and must be approved in writing.
- 3.1.3. The Contract Maintenance Provider must obtain FAA Repairman Certificates for maintenance personnel that are not FAA Certificated Mechanics with Airframe and Powerplant (A&P) Ratings.

### 3.2. Scheduled Maintenance

- 3.2.1. The Contract Maintenance Provider is responsible to perform all scheduled maintenance requirements up to and including a 4A Check as required in JPATS Maintenance Inspection Program (MIP). The Contract Maintenance Provider's designated point of contact will immediately notify the Contracting Officer's Representative (COR) if a discrepancy cannot be repaired in time for the aircraft to perform its next scheduled flight. Note: JPATS MIP is equivalent in scope and complexity to a commercial aviation air carrier's Continuous Airworthiness Maintenance Program (CAMP) and is subject to Original Equipment Manufacturers (OEM) revisions after the award of this contract. Reference Section 6 for aircraft specific scheduled maintenance intervals.

- 3.2.2. The Contract Maintenance Provider is responsible to arrange to have performed all engine scheduled maintenance requirements up to and including overhaul, performance restoration, and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of engine overhaul, performance restoration, and life limited part (LLP) replacement.
- 3.2.3. The Contract Maintenance Provider is responsible to arrange to have performed all Auxiliary Power Unit (APU) scheduled maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of APU overhaul and life limited part (LLP) replacement.
- 3.2.4. The Contract Maintenance Provider is responsible to arrange to have performed all landing gear scheduled maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of landing gear overhaul and life limited part (LLP) replacement.
- 3.2.5. After contract award, JPATS and the Contract Maintenance Provider will have weekly scheduled meetings to discuss the aircraft downtimes and acceptable timeframes for the accomplishment of all tasks required under this Performance Work Statement (PWS).
- 3.2.6. The Contract Maintenance Provider is responsible for the accomplishment of the JPATS 737-700 Extended Diversion Operations (EDO) Daily Inspection each flying day. Reference Appendix A: Boeing 737-700 Extended Diversion Operations (EDO) Daily Inspection for additional information. Note: Daily Inspection must be completed after the last flight of each day or not later than 72 hours after the completion of the previous Daily Inspection, whichever occurs first.
- 3.2.7. The Contract Maintenance Provider is responsible for the accomplishment of the JPATS 737-700 Extended Diversion Operations (EDO) Pre-Departure Service Check prior to each flight. Reference Appendix B: Boeing 737-700 Extended Diversion Operations (EDO) Pre-Departure Service Check for additional information.
- 3.2.8. The Contract Maintenance Provider is responsible for performing engine compressor washes as scheduled or as requested by the Contracting Officer's Representative (COR). The Contract Maintenance Provider can anticipate performing three (3) compressor washes on each aircraft during the period of performance of this contract.

- 3.2.9. The Contract Maintenance Provider is responsible for the accomplishment of daily downloads of the aircraft's Quick Access Recorder (QAR) and electronic transmission of the downloaded file to JPATS' Flight Data Monitoring (FDM) contractor within one (1) hour after the completion of the aircraft's mission.
- 3.2.10. The Contract Maintenance Provider is responsible to perform maintenance, preventative maintenance, troubleshooting, and adjustments / rigging of the of the engine, airframe, auxiliary power unit (APU), landing gear, flight controls, doors, aircraft systems, subsystems, etc.
- 3.2.11. The Contract Maintenance Provider will immediately notify the Contracting Officer's Representative (COR) when any required maintenance event exceeds their repair capabilities, giving adequate time for the Contract Maintenance Provider to subcontract the maintenance event or for JPATS to arrange for an alternate maintenance process and / or vendor. For instance, maintenance events that require specialty technical skills or test equipment such as Nondestructive Testing (NDT), fuel cell maintenance, engine borescope inspection, etc. Prior to commencing any services required by this Section, the Contract Maintenance Provider must obtain prior authorization from the COR. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of maintenance required under this Section.

### 3.3. Unscheduled Maintenance

- 3.3.1. The Contract Maintenance Provider will conduct a thorough debrief with the flight crewmembers, after the last flight of the day, and is responsible to troubleshoot, repair, and perform required operational tests of all pilot reported discrepancies. The Contract Maintenance Provider's designated point of contact will immediately notify the Contracting Officer's Representative (COR) if a pilot reported discrepancy cannot be repaired in time for the aircraft to perform its next scheduled mission or serve as an available spare.
- 3.3.2. The Contract Maintenance Provider is responsible to arrange to have performed all engine unscheduled maintenance requirements up to and including overhaul, performance restoration, and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of engine overhaul, performance restoration, and life limited part (LLP) replacement.
- 3.3.3. The Contract Maintenance Provider is responsible to arrange to have performed all Auxiliary Power Unit (APU) unscheduled maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for

labor, parts, materials, and supplies for the accomplishment of APU overhaul and life limited part (LLP) replacement.

- 3.3.4. The Contract Maintenance Provider is responsible to arrange to have performed all landing gear unscheduled maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of landing gear overhaul and life limited part (LLP) replacement.
- 3.3.5. The Contract Maintenance Provider is responsible to perform conditional inspections to include, but not limited to, lightning strike, flap overspeed, severe turbulence, and overweight landing.
- 3.3.6. The Contract Maintenance Provider will immediately notify the Contracting Officer's Representative (COR) when any required maintenance event exceeds their repair capabilities, giving adequate time for the Contract Maintenance Provider to subcontract the maintenance event or for JPATS to arrange for an alternate maintenance process and / or vendor. For instance, maintenance events that require specialty technical skills or test equipment such as Nondestructive Testing (NDT), fuel cell maintenance, engine borescope inspection, etc. Prior to commencing any services required by this Section, the Contract Maintenance Provider must obtain prior authorization from the COR. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of maintenance required under this Section.

#### 3.4. Aircraft On Ground (AOG) Maintenance

- 3.4.1. The Contract Maintenance Provider is responsible for all off-site AOG repairs and coordination of repair activities when an AOG situation is experienced by JPATS flight crewmembers at any off-site location. All AOG repairs will be performed in a timely manner and coordinated with the Contracting Officer's Representative (COR).
- 3.4.2. The Contract Maintenance Provider is responsible to arrange to have performed all engine AOG maintenance requirements up to and including overhaul, performance restoration, and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of engine overhaul, performance restoration, and life limited part (LLP) replacement.
- 3.4.3. The Contract Maintenance Provider is responsible to arrange to have performed all Auxiliary Power Unit (APU) AOG maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials,

and supplies for the accomplishment of APU overhaul and life limited part (LLP) replacement.

3.4.4. The Contract Maintenance Provider is responsible to arrange to have performed all landing gear AOG maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of landing gear overhaul and life limited part (LLP) replacement.

3.4.5. The Contract Maintenance Provider will immediately notify the Contracting Officer's Representative (COR) when any required AOG event exceeds their repair capabilities, giving adequate time for the Contract Maintenance Provider to subcontract the maintenance event or for JPATS to arrange for an alternate maintenance process and / or vendor. For instance, maintenance events that require specialty technical skills or test equipment such as Nondestructive Testing (NDT), fuel cell maintenance, engine borescope inspection, etc. Prior to commencing any services required by this Section, the Contract Maintenance Provider must obtain prior authorization from the COR. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of maintenance required under this Section.

### 3.5. Heavy Maintenance

3.5.1. The Contract Maintenance Provider is responsible to perform, or arrange to have performed, all scheduled heavy maintenance requirements up to and including a 4C Check, as required in JPATS Maintenance Inspection Program (MIP), all unscheduled heavy maintenance events, and all Aircraft on Ground (AOG) heavy maintenance events. The Contract Maintenance Provider must provide separate labor, supplies, supervision, management, tools, materials, equipment, and a facility for the accomplishment of this Section and will be reimbursed for labor, parts, materials, and supplies for the accomplishment of maintenance required under this Section. Note: JPATS MIP is equivalent in scope and complexity to a commercial aviation air carrier's Continuous Airworthiness Maintenance Program (CAMP) and is subject to Original Equipment Manufacturers (OEM) revisions after the award of this contract. Reference Section 6 for aircraft specific scheduled maintenance intervals.

3.5.2. The Contract Maintenance Provider is responsible to arrange to have performed all engine heavy maintenance requirements up to and including overhaul, performance restoration, and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts,

materials, and supplies for the accomplishment of engine overhaul, performance restoration, and life limited part (LLP) replacement.

3.5.3. The Contract Maintenance Provider is responsible to arrange to have performed all Auxiliary Power Unit (APU) heavy maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of APU overhaul and life limited part (LLP) replacement.

3.5.4. The Contract Maintenance Provider is responsible to arrange to have performed all landing gear heavy maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of landing gear overhaul and life limited part (LLP) replacement.

### 3.6. Line Servicing

The Contract Maintenance Provider is responsible to perform aircraft launch and recovery services and perform line servicing activities to include, but not limited to, marshalling, towing, parking, chocking, connecting ground power, connecting ground air conditioning cart, positioning mobile air stairs, servicing lavatories, potable water, nitrogen, oxygen, engine oil, APU oil, hydraulic systems, other fluids as applicable, and extensive interior aircraft cleaning. Reference Section 3.13.1 for interior aircraft cleaning requirements. Reference Appendix C: JPATS Aircraft Launch and Recovery Operations for additional information.

#### 3.6.1. Transient Aircraft

The Contract Maintenance Provider is responsible to perform aircraft launch and recovery services for JPATS owned transient aircraft and perform line servicing activities to include, but not limited to, marshalling, towing, parking, chocking, connecting ground power, connecting ground air conditioning cart, positioning mobile air stairs, servicing lavatories, potable water, nitrogen, oxygen, engine oil, APU oil, hydraulic systems, other fluids as applicable. Additionally, the Contract Maintenance Provider is responsible to troubleshoot, repair, and perform required operational tests of all pilot reported discrepancies. The Contract Maintenance Provider's designated point of contact will immediately notify the Contracting Officer's Representative (COR) if a pilot reported discrepancy cannot be repaired in time for the aircraft to perform its next scheduled mission. Reference Appendix C: JPATS Aircraft Launch and Recovery Operations for additional information.

### 3.7. Additional Supportable Activities

#### 3.7.1. Off-Site Activities

The Contract Maintenance Provider is responsible to support off-site aircraft operations that become necessary in the event of national emergencies, civil insurrections, natural disasters, aircraft evacuations, or facility closures.

#### 3.7.2. Aircraft Recovery

The Contract Maintenance Provider is responsible to assist in the recovery of any JPATS owned aircraft that is involved in an accident, incident, in-flight emergency, or natural disaster.

#### 3.7.3. Audits

The Contract Maintenance Provider is responsible to assist in any internal or external audit of JPATS maintenance program that is affected by the performance of this contract.

#### 3.7.4. Safety Management System (SMS) Program

The Contract Maintenance Provider is responsible to participate in JPATS SMS Program.

### 3.8. Technical Data

The Contract Maintenance Provider is responsible to use and safeguard JPATS provided Aircraft Maintenance Manuals (AMMs), Component Maintenance Manuals (CMM), Illustrated Parts Catalogs (IPC), Wiring Diagrams (WD), Structural Repair Manuals (SRM), etc. and ensure their internal Technical Library is uploaded with the current revisions.

### 3.9. Engineering Support

The Contract Maintenance Provider must have the ability to provide FAA Designated Engineering Representative (DER) support for the following DER Technical Disciplines:

- Powerplant Engineering
- Structural Engineering
- Systems and Equipment Engineering

### 3.10. Logistics Support

The Contract Maintenance Provider is responsible to provide comprehensive logistics support services associated with the aircraft maintenance activities as defined in this Performance Work Statement (PWS). Logistics support services includes, but not limited to, parts, materials, and supplies receiving, receiving

inspections, electronically archiving all certification documentation, identifying and reporting Suspected Unapproved Parts (SUP), packing, crating, shipping, hazardous materials handling and storage, and shelf-life management.

The Contract Maintenance Provider is responsible to purchase all aircraft parts, materials, and supplies. For any purchase exceeding \$3,500, the Contract Maintenance Provider will obtain and provide three (3) competitive quotes to the Contracting Officer's Representative (COR) for evaluation. The COR will notify the Contract Maintenance Provider in writing which vendor to select for purchase. For any repair or overhaul of a rotatable part anticipated to exceed \$3,500, the Contract Maintenance Provider will obtain three (3) competitive quotes for the purchase of the rotatable part and advise the COR if it is more economically feasible to purchase a repaired or overhauled part rather than repairing or overhauling JPATS rotatable part. The Contract Maintenance Provider will be reimbursed for parts, materials, and supplies procured under this Section.

The Contract Maintenance Provider must possess and maintain an Approved Vendor List (AVL), using Repair Station Quality Control Manual (RSQM) procedures, and use only appropriately certificated aviation vendors when purchasing / overhauling aircraft parts and materials.

3.10.1. Receiving Inspection

The Contract Maintenance Provider is responsible to perform a visual receiving inspection on all aircraft parts and materials to ensure conformity to the appropriate certification standards. As a minimum, the Contract Maintenance Provider must use the guidance in the JPATS General Maintenance Manual (GMM) and their Repair Station Quality Control Manual (RSQM).

3.10.2. Certification Documentation

All aircraft parts and materials must be accompanied by an FAA Form 8130-3, EASA Form 1, CAA Form 1, or Original Equipment Manufacturer (OEM) Certificate of Conformance (C of C) unless other appropriate certification documentation is approved by the Contracting Officer's Representative (COR).

3.10.3. Rotable Parts

JPATS maintains a comprehensive inventory of aircraft parts, materials, and supplies for use by the Contract Maintenance Provider. The Contract Maintenance Provider shall utilize this inventory and replenish, by sending rotatable parts out for repair or overhaul, when possible. All repair or overhaul of rotatable parts must be approved by the Contracting Officer's Representative



(COR) when cost estimates are anticipated to exceed \$3,500. The Contract Maintenance Provider will be reimbursed for parts, materials, and supplies procured under this Section.

3.10.4. Hazardous Material (HAZMAT)

The Contract Maintenance Provider is solely responsible for the acquisition, storage, shipping and disposal of all hazardous materials (HAZMAT) associated with the maintenance of aircraft, support equipment, and facilities in accordance with Federal, state, and local statutes. The Contract Maintenance Provider is responsible to obtain and maintain any certifications or licenses required by the State or City, if required, for HAZMAT disposal services. The Contract Maintenance Provider will be reimbursed for materials and supplies procured under this Section.

3.10.5. Shelf-Life Management Program

The Contract Maintenance Provider must have an appropriate shelf-life management program for labeling and electronically tracking all hazardous materials (HAZMAT) and aircraft parts that have shelf-life expiration dates such as emergency escape slides, life rafts, oxygen bottles, oxygen masks, transponders, bleed air valves, etc.

3.10.6. Inventory Management System

The Contract Maintenance Provider must maintain a comprehensive inventory management system capable of generating purchase orders, repair orders, and maintaining effective inventory control of all JPATS assets. Additionally, the inventory management system must be capable of labeling and electronically tracking all calibrated tools, aircraft parts, materials, and supplies.

3.11. Aircraft Flight Mechanic

The Contract Maintenance Provider is responsible to have an aircraft flight mechanic onboard all JPATS flights, unless this responsibility is relieved by the Contracting Officer's Representative (COR), to address maintenance contingencies. The aircraft flight mechanic must be an FAA Certificated Mechanic with Airframe and Powerplant (A&P) Ratings and appropriately authorized under Section 2. Note: The deviation waiver referenced in Section 3.1.2 does not apply to Section 3.11. Reference Appendix D: Aircraft Flight Mechanic Responsibilities for additional information.

### 3.12. Ground Support Equipment (GSE)

The Contract Maintenance Provider is responsible to arrange to have performed all scheduled and unscheduled maintenance for all JPATS owned GSE and to ensure the equipment is protected from improper use, adverse weather, and climatic conditions. Prior to operation, the Contract Maintenance Provider must perform a pre-use inspection on all GSE, utilizing JPATS GSE Pre-Use Inspection Checklist, notify the Contracting Officer's Representative (COR) of any defects, and have a ground spotter with operating or positioning GSE within 10 feet of any aircraft surface. All GSE must be kept neat, clean, presentable, and free of Foreign Object Debris (FOD) at all times. The Contract Maintenance Provider is responsible for the repair or replacement of any damaged aircraft or equipment that is damaged or destroyed due to acts of negligence. Additionally, the Contract Maintenance Provider is responsible to arrange to have performed all required portable fire extinguisher inspections located on JPATS owned GSE. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies procured under this Section. Reference Appendix E: Ground Servicing Equipment (GSE) List for a list of JPATS owned GSE that requires maintenance.

### 3.13. Aircraft Cleanliness

#### 3.13.1. Interior

Due to JPATS unique mission requirements, properly cleaning the aircraft interior is of utmost importance. To assist in the accomplishment of this requirement, JPATS has developed a checklist the Contract Maintenance Provider must follow. Reference Appendix F: JPATS Aircraft Cleaning Checklist for additional information.

#### 3.13.2. Exterior

The Contract Maintenance Provider can anticipate performing a complete aircraft wash, approximately three (3) times per year on each aircraft, when scheduled or as requested by the Contracting Officer's Representative (COR), and daily spot cleaning of the aircraft fuselage and engine cowlings. Following the completion of a complete aircraft wash, the aircraft must be properly lubricated prior to the return to service.

### 3.14. Hangar Cleanliness

If applicable, the Contract Maintenance Provider is responsible to keep the hangar and hangar floor neat, clean, free of Foreign Object Debris (FOD), and presentable at all times. Work areas will be policed at the end of each

shift which includes, but not limited to, removal of waste materials and spilled fluids and the removal of residues from aircraft and workspace surfaces. All support equipment, work stands, and toolboxes / toolkit must be free of Foreign Object Debris (FOD) and kept in a presentable manner at all times.

3.15. Charter Aircraft

When requested by the Contracting Officer's Representative (COR), the Contract Maintenance Provider will hangar JPATS chartered aircraft in inclement weather conditions.

3.16. Contract Personnel

3.16.1. Staffing

The number of contract personnel proposed by the Contract Maintenance Provider is contractually binding and subject to the monthly reporting requirements of Section 4.8. The Contract Maintenance Provider is required to maintain the appropriate number of full-time contract personnel submitted in their proposal.

3.16.2. Security Requirements

The Contractor Maintenance Provider must ensure the person(s) to be utilized in the performance of this contract have submitted to the Federal Government completed security / suitability background investigation required in this clause. The intent and purpose of the investigation is to preclude the assignment of any individual who poses a threat or unacceptable risk to the United States Marshals Service (USMS) due to past unlawful or inappropriate behavior or any issues which negatively affect their suitability for work on a USMS contract. The Contractor Maintenance Provider must ensure each prospective contract or subcontract employee furnishes all required data in the form and format determined by the USMS Office of Security Programs (OSP) or the Security Programs Manager.

The Government reserves the right to reject any personnel proposed to work on this contract if any derogatory information is discovered during or after the background investigation. The Government also reserves the right to reinvestigate any individual working on this contract, as deemed necessary.

After completion of the background investigation, the government will review the results and determine if the individual is suitable to perform the services requested under this contract. The Contractor

Maintenance Provider will be informed of the suitability determination for each person in writing. The Contractor Maintenance Provider is prohibited from allowing or directing any individual to perform services under this contract prior to the authorization from OSP.

Reference Appendix G: Security Requirements for additional security requirements.

3.16.3. Uniforms

The Contract Maintenance Provider must provide and ensure all maintenance personnel wear uniforms that clearly identify them as the Contract Maintenance Provider's employee. As a minimum, this includes a shirt with the Contract Maintenance Provider's name and / or logo in plain sight.

3.17. Airworthiness Directives

The Contract Maintenance Provider is responsible for the accomplishment of all FAA issued Airworthiness Directives. To clarify the expectations required by this contract, this Section is divided into two separate categories – Line Maintenance Responsibilities and Over and Above Responsibilities.

3.17.1. Line Maintenance Responsibilities

The Contract Maintenance Provider will comply with Airworthiness Directives that fall within the line maintenance level of expertise, up to and including repetitive inspections.

3.17.2. Over and Above Responsibilities

The Contract Maintenance Provider will comply with Airworthiness Directives that do not fall within the line maintenance level of expertise, or requires specialty technical skills or test equipment such as Nondestructive Testing (NDT), fuel cell maintenance, etc. Prior to commencing any services required by this Section, the Contract Maintenance Provider must obtain authorization from the Contracting Officer's Representative (COR). The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of Airworthiness Directives required under this Section.

3.18. Service Bulletins

The Contract Maintenance Provider is responsible for the accomplishment of all JPATS requested Service Bulletins. To clarify the expectations

required by this contract, this Section is divided into two separate categories – Line Maintenance Responsibilities and Over and Above Responsibilities.

3.18.1. Line Maintenance Responsibilities

The Contract Maintenance Provider will comply with JPATS requested Service Bulletins that fall within the line maintenance level of expertise.

3.18.2. Over and Above Responsibilities

The Contract Maintenance Provider will comply with JPATS requested Service Bulletins that do not fall within the line maintenance level of expertise, or requires specialty technical skills or test equipment such as Nondestructive Testing (NDT), fuel cell maintenance, etc. Prior to commencing any services required by this Section, the Contract Maintenance Provider must obtain authorization from the Contracting Officer's Representative (COR). The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of JPATS requested Service Bulletins required under this Section.

3.19. Major Repairs / Major Alterations

The Contract Maintenance Provider is responsible to arrange to have performed all JPATS requested major repairs and major alterations. Examples include, but not limited to Supplemental Type Certificate (STC), avionics major alterations, etc. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of JPATS requested major repairs / alterations requested under this Section.

3.20. Maintenance Documentation

The Contract Maintenance Provider is responsible to ensure all maintenance, preventative maintenance, alteration, and inspection records are accurate and complete in accordance with the requirements of the JPATS General Maintenance Manual (GMM), 14 CFR Part 43, and 14 CFR Part 145.

3.20.1. Aircraft Logbooks

The Contract Maintenance Provider is responsible to properly document all discrepancies and ensure all aircraft logbook discrepancies are either corrected or properly deferred prior to flight in accordance with the requirements of the JPATS General Maintenance Manual (GMM).

3.20.2. CAMP Task Cards

The Contract Maintenance Provider is responsible to ensure all CAMP generated task cards are properly completed as instructed in the JPATS training required in Section 2.

3.20.3. Certification Documentation

The Contract Maintenance Provider is responsible to provide all original certification documentation, referenced in Section 3.10.2, and Repair Station Work Order Task Cards to the JPATS Contracting Officer's Representative (COR) after the installation of parts and completion of maintenance.

3.21. Overtime

The Contract Maintenance Provider is responsible to ensure all maintenance activities required by this contract are performed under the Firm Fixed Price (FFP) Monthly Invoice, unless otherwise specified. For instances where this is not practical, or at the request of the Contracting Officer's Representative (COR), the Contract Maintenance Provider must obtain preapproval from the COR for all invoiceable overtime requests and keep invoiceable overtime requests to a practical minimum.

3.22. Travel

Travel for Remain Overnight (RON) aircraft missions, Aircraft on Ground (AOG) repairs, and other supportable activities must be approved in advance by the Contracting Officer's Representative (COR). The Contract Maintenance Provider must submit an invoice to the COR for all reimbursable travel expenses. Reference General Services Administration (GSA) Federal Travel Regulation (FTR) for reimbursable expenses.

JPATS will not reimburse the Contract Maintenance Provider for travel by management personnel not actively engaged in rendering services requested by JPATS.

3.23. Training

Training identified in this Section is the financial responsibility of the Contract Maintenance Provider.

3.23.1. Aircraft Specific General Familiarization

All maintenance personnel must, as a minimum, have completed a Boeing 737 Classic and / or Next Generation (NG) General Familiarization course, or equivalent, consisting of a minimum of 40

hours of classroom instruction. Certificates of Completion must be submitted to the Contracting Officer's Representative (COR).

3.23.2. Employee Training Records

The Contract Maintenance Provider must submit all maintenance personnel training records prior to commencing any services required by this Performance Work Statement (PWS).

3.23.3. Hazardous Material (HAZMAT)

The Contract Maintenance Provider must have a hazardous materials training program that meets the training requirements of 49 CFR Part 172 Subpart H.

3.23.4. Ground Support Equipment (GSE)

The Contract Maintenance Provider must provide appropriate training for the safe and efficient operation of all GSE.

3.24. Tools and Tool Control

The Contract Maintenance Provider is responsible for providing both common and specialty tools, test sets, and currently calibrated Precision Measurement Equipment (PME).

The Contract Maintenance Provider is responsible for maintaining JPATS owned calibrated tools and will be reimbursed for recurring calibration requirements.

Due to JPATS unique mission requirements, personal tools commonly carried by aircraft mechanics, that includes, but not limited to, pocketknife's, Leatherman's, etc., are prohibited in JPATS facilities and JPATS aircraft.

JPATS unique mission requires the Contract Maintenance Provider be diligent in the accountability of all tools and maintain a comprehensive Tool Control Program. Additionally, the Contract Maintenance Provider must immediately notify the Assistant Chief of Maintenance if any tools are lost or misplaced.

3.24.1. Toolboxes / Toolkits

The Contract Maintenance Provider is responsible to ensure all toolboxes / toolkits are kept in a secure location and are:

- Accompanied with a complete inventory list,
- Accompanied with a broken / missing tool list,

- Accompanied with a calibrated tool log including next required calibration date, if applicable,
- Accompanied with a daily inspection log, for each shift, and includes a:
  - Pre-use inspection, and
  - Post-use inspection.
- Shadowed to easily identify the proper location, and
- Free of Foreign Object Debris (FOD).

#### 3.25. Aircraft Flight Schedule

The Contract Maintenance Provider is responsible to safeguard JPATS Aircraft Flight Schedule. JPATS Aircraft Flight Schedule is UNCLASSIFIED / LAW ENFORCEMENT SENSITIVE and contains information that is confidential and should not be released to any personnel who do not have a valid “need to know”.

### 4. Deliverables

Unless otherwise specified, the Contract Maintenance Provider is required to submit the Deliverables outlined in this Section monthly.

#### 4.1. Invoices

The Contract Maintenance Provider is required to submit monthly invoices no later than 30 days after the completion of service rendered under this contract on the appropriate Contract Line Item Number (CLIN). To assist in simplifying what services in this contract are part of the Firm Fixed Price (FFP) Monthly Invoice and Over and Above (O&A) Monthly Invoice, reference Section 4.1.1 and Section 4.1.2.

##### 4.1.1. Firm Fixed Price (FFP) Services

<b>PWS Section</b>	<b>PWS Section</b>
3.2.1	3.2.5
3.2.6	3.2.7
3.2.8	3.2.9
3.2.10	3.3.1
3.3.5	3.4.1
3.6	3.6.1
3.7.1	3.7.2
3.7.3	3.7.4
3.8	3.10
3.10.1	3.10.2
3.10.5	3.10.6



<b>PWS Section</b>	<b>PWS Section</b>
3.11	3.13.1
3.13.2	3.14
3.15	3.16.1
3.16.2	3.16.3
3.17.1	3.18.1
3.20	3.20.1
3.20.2	3.20.3
3.23.1	3.23.2
3.23.3	3.23.4
3.24	3.24.1
3.25	

#### 4.1.2. Over and Above (O&A) Services

<b>PWS Section</b>	<b>PWS Section</b>
3.2.2	3.2.3
3.2.4	3.2.11
3.3.2	3.3.3
3.3.4	3.3.6
3.4.2	3.4.3
3.4.4	3.4.5
3.5.1	3.5.2
3.5.3	3.5.4
3.9	3.10.3
3.10.4	3.12
3.17.2	3.18.2
3.19	3.21
3.22	

#### 4.2. Aircraft Status Report (Shift Turnover Report)

The Contract Maintenance Provider is required to provide an Aircraft Status Report at the completion of each shift. The aircraft status report can be an email to the Contracting Officer's Representative (COR), or other acceptable format, but must include a comprehensive list of all maintenance activities that occurred and a detailed summary of any maintenance activities that prohibit the aircraft from either completing the next scheduled mission or serving as an available spare.

#### 4.3. Accruals

On the 25<sup>th</sup> of each calendar month, the Contract Maintenance Provider is required to provide an Accrual Report to the Contracting Officer's Representative (COR) for each Contract Line Item Number (CLIN). Note:

Accruals are services that have been rendered and have not been invoiced or parts, materials, or supplies that have been received and have not been invoiced.

#### 4.4. Aircraft Parts Inventory Report

On the 15<sup>th</sup> of each calendar month, the Contract Maintenance Provider is required to provide an Aircraft Parts Inventory Report that clearly identifies all scrapped parts and the associated dollar value of those parts.

#### 4.5. Aircraft Scrapped Parts Report

On the 15<sup>th</sup> of each calendar month, the Contract Maintenance Provider is required to provide an Aircraft Scrapped Parts Report that clearly identifies all scrapped parts and the associated dollar value of those parts.

#### 4.6. Calibrated Tool Report

On the 15<sup>th</sup> of each calendar month, the Contract Maintenance Provider is required to provide a Calibrated Tool Report that clearly identifies the next due calibration of each calibrated tool.

#### 4.7. Overtime Report

On the first workday of each week, the Contract Maintenance Provider is required to provide a weekly Overtime Report for any anticipated maintenance activities that cannot be completed during the standard work shift.

#### 4.8. Maintenance Travel Report

On the first workday of each week, the Contract Maintenance Provider is required to provide a weekly Maintenance Travel Report for any anticipated travel.

#### 4.9. Personnel Status Report

On the first workday of each month, the Contract Maintenance Provider is required to provide a monthly Personnel Status Report of any unfilled positions. The Personnel Status Report must include any vacancies that were in the successful offeror's proposal that are not currently filled, the length of the vacancies, and the planned recruitment initiatives to fill the vacancies.

#### 4.10. Scheduled Maintenance Report

On the first workday of each week, the Contract Maintenance Provider is required to provide a weekly Scheduled Maintenance Report of all planned maintenance activities. Typically, this report will be reviewed with the Contract Maintenance Provider at the Weekly Aircraft Maintenance Meeting.

#### 4.11. Flight Mechanic Staffing

On the first workday of each week, the Contract Maintenance Provider is required to provide a Flight Mechanic Staffing Report for the following week which clearly assigns flight mechanics to an assigned aircraft, for all JPATS missions.

#### 4.12. Shelf-Life Items Report

On the 15<sup>th</sup> of each calendar month, the Contract Maintenance Provider is required to provide a Shelf-Life Items Report of all hazardous materials (HAZMAT) and aircraft parts that have shelf-life expiration dates such as emergency escape slides, life rafts, oxygen bottles, oxygen masks, transponders, bleed air valves, etc.

#### 4.13. Accident / Incident Report

When applicable, the Contract Maintenance Provider must immediately notify JPATS' Assistant Chief of Maintenance of any injury to personnel, damage caused or discovered by the Contract Maintenance Provider's employees involving an aircraft, equipment, or facilities. As soon as practical, but no longer than 48 hours after notification to JPATS' Assistant Chief of Maintenance, the Contract Maintenance Provider must submit a written report thoroughly detailing the circumstances surrounding the accident / incident along with a comprehensive solution to mitigate any future reoccurrence.

#### 4.14. Performance Metrics

On the last workday of each month, the Contract Maintenance Provider is required to provide performance metrics to ascertain JPATS' aircraft reliability and availability rates as well as Contractor performance. This monthly report, as a minimum, must include:

- The total number of flights and flight legs,
- Maintenance delays, defined as any maintenance related issue that delays the scheduled departure time by fifteen (15) minutes or more, and a detailed explanation of the delay,
- Maintenance cancellations, and a detailed explanation of the cancellation,
- Requests for changing the JPATS published aircraft flight schedule, and a detailed explanation for the requested change,
- Requests to defer scheduled maintenance, and a detailed explanation of the request,
- Outstanding parts, and the anticipated delivery date,
- Utilization of any MEL, CDL, NEF, DDL, or SFP.

## 5. Period of Performance

The Period of Performance of this Contract is a Base Period of 1 year accompanied by 4 Option Years, if exercised by the Government. Reference the table below for the Base Period and Option Year Period of Performances.

<b>Contract Year</b>	<b>Period of Performance</b>
Base Period	October 1, 2023 – September 30, 2024
Option Period 1	October 1, 2024 – September 30, 2025
Option Period 2	October 1, 2025 – September 30, 2026
Option Period 3	October 1, 2026 – September 30, 2027
Option Period 4	October 1, 2027 – September 30, 2028
52.217-8 Option (6 Months)	October 1, 2028 – March 31, 2029

## 6. Boeing 737-700 Aircraft Maintenance Schedule

<b>Maintenance Task</b>	<b>Inspection Interval</b>
Monthly Check	1 Month
1A Check	6 Months
2A Check	12 Months
4A Check	24 Months
1C Check	3 Years
2C Check	6 Years
3C Check	9 Years
4C Check	12 Years

## 7. Performance Standards

JPATS will primarily utilize the Contract Maintenance Provider's existing Quality Assurance System under Federal Acquisition Regulation (FAR) 12.208, Contract Quality Assurance, but will also assess the Contract Maintenance Provider using a Quality Assurance Surveillance Program, and the Performance Standards referenced in Section 7.1.

### 7.1. Assessing Performance

JPATS will utilize the table below for assessing performance of the Contract Maintenance Provider. The table includes the PWS Section Number, Performance Standard, Acceptable Quality Level, and Monitoring Method.

<b>PWS Number</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>
3	Implement and Maintain the Required Programs listed in Section 3.	100%	Periodic review of documentation and spot-check adherence to policies.

<b>PWS Number</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>
3.1.1 – 3.1.3	Maintain FAA Certification Standards	100%	Periodic review of documentation and spot-check adherence to policies.
3.2.1 – 3.2.11	Aircraft Scheduled Maintenance Requirements Completed	100%	Periodic review of documentation and spot-check adherence to policies.
3.3.1	Correct all Pilot Reported Discrepancies to Ensure Aircraft is Available for Next Scheduled Mission	98%	Aircraft Documentation and Aircraft Availability Rates.
3.3.2 – 3.3.6	Aircraft Unscheduled Maintenance Requirements Completed	100%	Periodic review of documentation and spot-check adherence to policies.
3.4.1 – 3.4.5	Aircraft AOG Maintenance Requirements Completed	100%	Periodic review of documentation and spot-check adherence to policies.
3.5.1 – 3.5.4	Aircraft Heavy Maintenance Requirements Completed	100%	Periodic review of documentation and spot-check adherence to policies.
3.6	Aircraft Line Servicing Requirements Completed	100%	Periodic review of documentation and spot-check adherence to policies.

3.6.1	Aircraft Line Servicing Requirements Completed for Transient Aircraft	100%	Periodic review of documentation and spot-check adherence to policies.
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<b>PWS Number</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>
3.7.1 – 3.7.4	Supporting Additional Activities	100%	Periodic review of documentation and spot-check adherence to policies.
3.8	Using and Safeguarding JPATS Technical Data	100%	Periodic review of documentation and spot-check adherence to policies.
3.10 3.10.1 – 3.10.6	Following Logistics Support Activities for the Acquisition of Aircraft Parts and Materials	100%	Periodic review of documentation and spot-check adherence to policies.
3.11	Aircraft Flight Mechanic Staffing	100%	Periodic review of documentation and spot-check adherence to policies.
3.12	GSE Maintained and Properly Used	90%	Periodic review of documentation and random inspections.
3.13.1 – 3.13.2	Aircraft Cleanliness	95%	Periodic review of aircraft and aircraft documentation.
3.14	Hangar Cleanliness	90%	Periodic review of hangar.

3.16.1 – 3.16.3	Meets Personnel Staffing Requirements, Security Requirements, and Appearance Standards	100%	Monthly review of Personnel Status Report, periodic review of security requirements, and periodic review of personnel appearance.
3.17.1 – 3.17.2	Accomplishment of Airworthiness Directives within Established Timeframes	100%	Periodic review of aircraft documentation.

<b>PWS Number</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>
3.18.1 – 3.18.2	Accomplishment of Service Bulletins within Established Timeframes	90%	Periodic review of aircraft documentation.
3.20 3.20.1 – 3.20.3	Appropriate Maintenance Record Documentation	100%	Periodic review of aircraft maintenance record documentation.
3.24	Tool and Tool Control	100%	Periodic review of aircraft, hangar, toolboxes, and documentation to spot-check adherence to policies.
3.24.1	Toolboxes / Toolkits	100%	Random inspections and periodic review of toolboxes / toolkits documentation.
3.25	Safeguarding JPATS Aircraft Flight Schedule	100%	Periodic review of documentation and spot-check adherence to policies.

## Appendix A: Boeing 737-700 Extended Diversion Operations (EDO) Daily Inspection

Aircraft Registration Number:	
Date and Time Started:	Date and Time Completed:
<b>Aircraft Arrival / Debrief</b>	<b>A&amp;P</b>
1. Upon arrival, ensure external power is applied, APU is shut down, gear pins installed, and all equipment not in use is turned off.	
2. Perform a debrief with the Pilot in Command (PIC) and review all pilot reported discrepancies in the aircraft logbook.	
3. Review deferred discrepancies and ensure the NTE times have not elapsed without proper extension.	
<b>Flight Deck</b>	
1. Inspect all flight deck windows for condition and cleanliness.	
2. Verify all flight deck controls have unrestricted travel.	
3. Perform an operational check all flight deck lighting.	
4. Perform an operational check all external lights. Caution: Only turn on the landing lights to verify proper extension and operation. Do not leave the landing lights on.	
5. Perform an operational check on the Push-to-Test warning lights and operationally test the fire warning lights.	
6. Inspect all flight deck furnishings for damage (i.e. seats, seat cushions, seat belts, oxygen masks, etc.).	
7. Verify oxygen system pressure. Service oxygen system if oxygen system pressure is below 1400 PSI.	
8. Verify main and auxiliary aircraft batteries have a minimum of 24 volts.	
9. Operationally check standby power system. Reference AMM Task 24-34-00-710-802.	
10. Visually check that all emergency exit hatches are secured, and handles are properly stowed.	
11. Download QAR data at the end of each flight day and send data for analysis.	
<b>Cabin</b>	
1. Inspect all cabin furnishings for damage (i.e. seats, seatbacks, seat belts, no smoking / fasten seat belt signs etc.).	
2. Inspect first aid kits and all emergency equipment for proper tamper-proof seals. Inspect Smoke Hoods bags for security, serviceability, and tamper-proof seals. Inspect fire containment bags for security and proper vacuum seal.	



Cabin (Continued)	A&P
3. Inspect door slides for proper bottle pressure, condition, and security. Ensure girt bar floor attach fitting are clean and serviceable.	
4. Inspect lavatories for condition and security.	
5. Inspect L1 door for proper operation and latch control for condition.	
6. Inspect L2 door for proper operation and latch control for condition.	
7. Inspect R1 door for proper operation and latch control for condition.	
8. Inspect R2 door for proper operation and latch control for condition.	
9. Visually inspect all emergency exit hatches are properly secured and handles are in the closed and latched position.	
Aircraft Exterior	
1. Inspect fuselage for damage, check all drains, vents, and inlets for obstructions.	
2. Inspect external wing structure including ailerons, speed brakes, and flaps in the fully extended position. Note: The anti-collision light must be turned on while hydraulic pressure is applied to the aircraft.	
3. Inspect wings for fuel leaks and any surface damage.	
4. Inspect all leading areas for damage and check dent log for previous damage. Evaluate any new damage and record in log.	
5. Inspect the wing fuel vents for obstructions and leaks.	
6. Inspect the fuselage access / service panels, hatches, cabin windows, navigation / communication antennas and radome from ground level, for obvious damage and security.	
7. Inspect the horizontal and vertical stabilizers, including the elevators and rudder for from ground level, for obvious damage.	
8. Verify the fueling station door is secured.	
9. Inspect both main landing gears for damage and signs of fluid leaks.	
10. Inspect and clean the exposed surface of the left and right main landing gear strut pistons with a cloth moistened with MIL-H-5606 hydraulic fluid and wipe dry with a clean cloth. Verify X dimension on strut piston to verify that struts are properly serviced.	
11. Inspect main landing gear brake wear indicators to ensure all brakes are within serviceable limits. Note: Verify parking brake is set prior to inspection.	
12. Inspect main landing gear wheel and tire assemblies for damage and excessive wear.	

Aircraft Exterior (Continued)		A&P								
<p>13. Check the main landing gear tire pressures (205 ± 5 PSI) and service if required. Note: Let the tires cool a minimum of two hours after flight.</p> <p>Time Tire Pressure Checked: _____</p> <table border="1"> <tr> <td>#1 MLG Tire Pressure</td> <td>#2 MLG Tire Pressure</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>#3 MLG Tire Pressure</td> <td>#4 MLG Tire Pressure</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		#1 MLG Tire Pressure	#2 MLG Tire Pressure			#3 MLG Tire Pressure	#4 MLG Tire Pressure			
#1 MLG Tire Pressure	#2 MLG Tire Pressure									
#3 MLG Tire Pressure	#4 MLG Tire Pressure									
<p>14. Inspect the nose landing gear and steering assembly for damage and signs of fluid leaks. Wipe the strut cylinder with a cloth moistened with MIL-H-5606 and wipe dry with a clean cloth. Verify X dimension on strut piston to verify that strut is properly serviced.</p>										
<p>15. Inspect the nose landing gear wheel and tire assemblies for damage and excessive wear.</p>										
<p>16. Check the nose landing gear tire pressures (205 ± 5 PSI) and service if required. Note: Let the tires cool a minimum of two hours after flight.</p> <p>Time Tire Pressure Checked: _____</p> <table border="1"> <tr> <td>Left NLG Tire Pressure</td> <td>Right NLG Tire Pressure</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		Left NLG Tire Pressure	Right NLG Tire Pressure							
Left NLG Tire Pressure	Right NLG Tire Pressure									
<p>17. Inspect all air data system probes and ports for condition and obstruction.</p>										
<b>Main Landing Gear Wheel Well</b>										
<p>1. Inspect all air ducts for evidence of leaks and condition.</p>										
<p>2. Inspect the hydraulic accumulators for proper service.</p>										
<p>3. Inspect hydraulic reservoirs for proper fluid level. Service with Skydrol Type 4 or Type 5 as required.</p>										
<b>Forward Cargo Compartment</b>										
<p>1. Inspect forward cargo compartment door for proper operation and latch mechanism for serviceability.</p>										
<p>2. Inspect forward cargo compartment for condition, security of cargo, and foreign objects.</p>										

Forward Cargo Compartment (Continued)		A&P	
3. Inspect forward cargo compartment smoke detectors for security and condition.			
Aft Cargo Compartment			
1. Inspect aft cargo compartment door for proper operation and latch mechanism for serviceability.			
2. Inspect aft cargo compartment for condition, security of cargo, and foreign objects.			
3. Inspect aft cargo compartment smoke detectors for security and condition.			
4. Verify tamper-proof seals are installed on all fly-away kits. If seal has been disturbed, inventory fly-away kit and reseal.			
E&E Bay			
1. Inspect for proper operation of lights, loose avionics racks, loose avionics system components, foreign objects, and ensure all circuit breakers are closed.			
Forward Accessory Bay			
1. Inspect for proper operation of lights, security of all items, and foreign objects.			
#1 Engine			
1. Inspect for signs of fluid or gas leakage on engine cowling and overboard drain lines for obstructions or excessive leaks.			
2. Inspect for signs of hydraulic fluid leakage from engine drain mast. Note: If you find signs of hydraulic fluid leaks from the drain mast, investigate for failure of the hydraulic pump drive shaft seal.			
3. Visually inspect the exposed areas of the last stage of the LPT blades for cracks, condition, and security of installation. Inspect the thrust reverser, vortex generator, exhaust plug, and exhaust case struts for obvious damage. Inspect for open latches and blow out panels and for signs of fluid leakage.			
4. Inspect the engine cowling, inlet cowl, spinner, and fan blades for obvious damage. Inspect access panels and blowout doors for condition and security also check for open latches and signs of fluid leakage.			
5. Service the engine with Mobil Jet II oil as required. Record oil quantity added in the aircraft logbook. Note: Engine oil should be added not less than 5 minutes and no greater than 60 minutes after engine shutdown. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
6. Verify engine oil cap is secured after servicing. Note: QA signoff required.		QA	
7. Service the IDG with Mobile Jet II oil as required.			

#2 Engine		A&P	
1. Inspect for signs of fluid or gas leakage on engine cowling and overboard drain lines for obstructions or excessive leaks.			
2. Inspect for signs of hydraulic fluid leakage from engine drain mast. Note: If you find signs of hydraulic fluid leaks from the drain mast, investigate for failure of the hydraulic pump drive shaft seal.			
3. Visually inspect the exposed areas of the last stage of the LPT blades for cracks, condition, and security of installation. Inspect the thrust reverser, vortex generator, exhaust plug, and exhaust case struts for obvious damage. Inspect for open latches and blow out panels and for signs of fluid leakage.			
4. Inspect the engine cowling, inlet cowl, spinner, and fan blades for obvious damage. Inspect access panels and blowout doors for condition and security also check for open latches and signs of fluid leakage.			
5. Service the engine with Mobil Jet II oil as required. Record oil quantity added in the aircraft logbook. Note: Engine oil should be added not less than 5 minutes and no greater than 60 minutes after engine shutdown. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
6. Verify engine oil cap is secured after servicing. Note: QA signoff required.		QA	
7. Service the IDG with Mobile Jet II oil as required.			
APU			
1. Service the APU with Mobile Jet II oil as required. APU oil level must be inspected using Oil Sight Glass Procedure. Note: It is recommended the APU oil level is examined after one hour from APU shutdown to let the oil decrease in temperature. After one hour, the oil sight glass will show the correct oil level in the APU gearbox. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
2. Quarts Added: _____			
3. From the APU access door, inspect for fluid leaks and obvious defects.			
Aircraft Cleaning			
1. Perform JPATS Aircraft Cleaning Checklist.			
Final Items			
1. Install engine inlet and exhaust covers.			
2. Install pitot tube covers.			
3. Ensure all switches in the flight compartment are in the off, normal, or safe position.			

Final Items (Continued)	A&P
4. Install sunshades in the flight compartment.	
5. Disconnect external electrical power and remove the external electrical power cord from the aircraft.	
6. Close all doors and windows.	
7. Ensure the MLG wheel chocks are installed (forward and aft side of both MLG) and the aircraft is statically grounded.	
8. If the aircraft is to be parked in JPATS hangar overnight, release the brakes.	
9. Verify all tasks listed in this EDO Daily Inspection labeled as <b>Extended Diversion Operations Dual Signoff Required</b> tasks are completed by FAA Certificated Mechanics with Airframe and Powerplant Ratings appropriately authorized by JPATS to complete EDO Maintenance Tasks.	
10. Sign, date, and annotate the time the Daily Inspection was completed in the Daily Inspection Completed block of the aircraft logbook.	
<p>The signature below certifies "I have personally inspected this aircraft IAW the applicable AMM's / Daily Inspection Checklist, and any and all maintenance / servicing requirements required by the AMM's / Daily Inspection Checklist have been completed."</p> <p>Signature of A&amp;P Mechanic: _____</p>	

**Appendix B: Boeing 737-700 Extended Diversion Operations (EDO) Pre-Departure  
Service Check (PDSC)**

Aircraft Registration Number:		
Date and Time Started:		Date and Time Completed:
<b>Flight Deck</b>		<b>A&amp;P</b>
1. Apply external power to aircraft. Prior to starting the APU, annotate APU Hours and APU Cycles below:		
APU Hours	APU Cycles	
2. Using the APU BITE Procedure, verify the APU oil level shows FULL.		
3. Perform HF Communication System – System Test IAW AMM Task 23-11-00-730-801. Note: This step is only required prior to oceanic flights.		
4. Verify main and auxiliary aircraft batteries have been replaced within the previous two weeks. Note: This step is only required prior to oceanic flights.		
5. Verify main and auxiliary aircraft batteries have a minimum of 24 volts.		
6. Verify all flight deck controls have unrestricted travel.		
7. Verify all flight deck flight deck lighting operates properly.		
8. Verify oxygen system pressure is a minimum of 1400 PSI.		
9. Verify the correct quantity of emergency equipment is installed and properly secured.		
10. Verify the PBE humidity indicator is blue and ensure a proper vacuum seal.		
11. Remove and store the sunshades.		
<b>Cabin</b>		
1. Verify the correct quantity of emergency equipment is installed and properly secured.		
2. Inspect smoke hood bags for security, serviceability and tamper-proof seals.		
3. Verify the PBE humidity indicator is blue and ensure a proper vacuum seal.		
4. Verify fire containment bag for security and proper vacuum seal.		

Cabin (Continued)		A&P
5. Verify lavatories are serviced and flush properly.		
6. Ensure all door handle covers are in the proper location and securely fastened to the aircraft.		
Aircraft Exterior		
1. Perform a General Visual Inspection (GVI) of the fuselage access / service panels, hatches, navigation / communication antennas and the radome from ground level, for obvious damage and wear. Ensure all external lights are operable.		
2. Remove pitot tube covers.		
3. Perform a GVI of the pitot tubes and static ports to ensure no obvious defects or obstructions exist. Perform a GVI of the Total Air Temperature (TAT) probe, Ice Detectors, and Angle-of-Attack (AOA) sensors for obvious damage.		
4. Perform a GVI of the left wing and right wing leading edge, leading edge devices, trailing edge, flaps, spoilers, ailerons, lower wing surface, wing tip area, winglet (if installed), and wing to fuselage section for general condition.		
5. Verify the fueling station door is properly secured after refueling operations.		
6. Perform a GVI of the fuselage and APU areas of drain masts and drains for any evidence of fluid leakage.		
7. Perform a GVI of all air inlet and exhaust doors and cabin pressure outflow valve to ensure the areas are free of obstructions.		
8. Perform a GVI of the vertical stabilizer, rudder, horizontal stabilizer, and elevators for obvious signs of damage.		
9. Check the main landing gear wheel and tire assemblies and brake assemblies for obvious signs of damage, wear, and leaks.		
10. Check main landing gear tire pressures (205 ± 5 PSI) and service if required.		
Time Tire Pressure Checked: _____		
#1 MLG Tire Pressure	#2 MLG Tire Pressure	
#3 MLG Tire Pressure	#4 MLG Tire Pressure	
11. Check the nose landing gear wheel and tire assemblies for obvious signs of damage, wear, and leaks.		

Aircraft Exterior (Continued)		A&P	
12. Check the nose landing gear tire pressures (205 ± 5 PSI) and service if required.  Time Tire Pressure Checked: _____			
Left NLG Tire Pressure	Right NLG Tire Pressure		
Landing Gear Wheel Wells			
1. Inspect access doors and servicing panels for security.			
2. Remove main landing gear downlock pins and stow securely in Tug Box or airplane if not at home station.			
3. Ensure the nose landing gear downlock pin and steering bypass pin are installed during aircraft towing operations and are promptly removed and shown to the Pilot in Command (PIC) prior to aircraft taxi.			
#1 Engine			
1. Remove the engine inlet and exhaust covers.			
2. Perform a GVI of the engine cowling, inlet cowl, spinner, and fan blades for obvious damage.			
3. Perform a GVI of all access panels and blowout doors for condition and security.			
4. Perform a GVI of the engine thrust reverser, exhaust area, strut, and turbine blades for obvious damage and evidence of metal or oil accumulation.			
5. Perform a GVI for any evidence of fluid leakage.			
6. Verify proper engine oil level and service if required. (Engine must be at operating temperature prior to this step being completed.) Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
7. Verify engine oil cap is secured after servicing (only required for oceanic flights). Note: QA signoff required.		QA	
8. Verify all latches are properly secured.			
#2 Engine			
1. Remove the engine inlet and exhaust covers.			
2. Perform a GVI of the engine cowling, inlet cowl, spinner, and fan blades for obvious damage.			



#2 Engine (Continued)		A&P	
3. Perform a GVI of all access panels and blowout doors for condition and security.			
4. Perform a GVI of the engine thrust reverser, exhaust area, strut, and turbine blades for obvious damage and evidence of metal or oil accumulation.			
5. Perform a GVI for any evidence of fluid leakage.			
6. Verify proper engine oil level and service if required. (Engine must be at operating temperature prior to this step being completed.) Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
7. Verify engine oil cap is secured after servicing (only required for oceanic flights). Note: QA signoff required.		QA	
8. Verify all latches are properly secured.			
APU			
1. Service the APU with Mobile Jet II oil as required. APU oil level must be inspected using Oil Sight Glass Procedure. Note: It is recommended the APU oil level is examined after one hour from APU shutdown to let the oil decrease in temperature. After one hour, the oil sight glass will show the correct oil level in the APU gearbox. Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
2. Quarts Added: _____			
3. From the APU access door, inspect for fluid leaks and obvious defects. Note: This step is only required prior to oceanic flights.			
Final Items / Logbook			
1. Ensure all maintenance documentation is properly completed.			
2. Review the previous pilot reported discrepancies for appropriate corrective action and inspect the previous work areas for any obvious abnormalities or foreign objects.			
3. Ensure all deferred discrepancies are within the NTE repair date.			
4. Document the current APU Hours and Cycles in the appropriate section of the aircraft logbook.			
5. Verify all tasks listed in this EDO Pre-Departure Service Check labeled as <b>Extended Diversion Operations Dual Signoff Required</b> tasks are completed by FAA Certificated Mechanics with Airframe and Powerplant Ratings appropriately authorized by JPATS to complete EDO Maintenance Tasks.			

Final Items / Logbook (Continued)		A&P	
6. Verify #1 engine oil consumption rate with JPATS QA Specialist. Ensure engine oil consumption is less than 0.4 quarts per flight hour. Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
7. Verify #2 engine oil consumption rate with JPATS QA Specialist. Ensure engine oil consumption is less than 0.4 quarts per flight hour. Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>			
8. Verify APU oil consumption rate with JPATS QA Specialist. Ensure APU oil consumption is less than 0.162 quarts per flight hour. Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
9. Sign the Airworthiness Release / Approval for Return to Service block of the aircraft logbook.			
10. Ensure the aircraft logbook is onboard the aircraft prior to departure.			
<p>The signature below certifies "I have personally inspected this aircraft IAW the applicable AMM's / EDO PDSC, and any and all maintenance / servicing requirements required by the AMM's / Pre-Departure Checklist have been completed."</p> <p>Signature of A&amp;P Mechanic: _____</p>			

## Appendix C: JPATS Aircraft Launch and Recovery Operations

### General Requirements

- Ensure all aircraft logbook discrepancies are either corrected or properly deferred prior to flight and MEL / CDL / NEF / DDL Not to Exceed (NTE) repair dates have not been exceeded.
- Maintenance personnel must have the aircraft outside at least 2 hours prior to the scheduled departure time to ensure the aircraft is available for refueling operations.
- Ensure all Ground Support Equipment (GSE) is in proper operating condition and ready for use.
- Ensure the ramp is clear of snow, ice, Foreign Object Debris (FOD), or any other potential impediment to safe aircraft operations.
- All aircraft marshalling will be performed with lighted wands.
- Any movement of GSE requires the use of a spotter while within 10 feet of any aircraft surface.

### Aircraft Departure

- Perform Pre-Departure Service Check.
- Position the aircraft outside to the designated refueling location.
- Connect ground power to the aircraft.
- Position the mobile airstairs to the L1 door and connect any other ground support equipment required such as the air-conditioning cart. Note: Air-conditioning cart must be connected to the aircraft from April 1<sup>st</sup> through September 30<sup>th</sup>, unless other guidance is obtained from the Contracting Officer's Representative (COR).
- Verify the flight deck windows are clean.
- Ensure the Daily Inspection was completed. Note: Daily Inspection must be completed after the last flight of each day or not later than 72 hours after the completion of the previous Daily Inspection, whichever occurs first.
- Ensure the Daily Inspection and the Airworthiness Release have been signed off in the aircraft logbook and the aircraft logbook is in the flight deck of the aircraft.
- Ensure all applicable servicing (lavatories, potable water, oxygen, etc.) was accomplished.
- For 737-800 aircraft, utilize the aft fuselage tail stand for passenger loading and unloading operations. Ensure aft fuselage tail stand is properly secured in the aft side of the forward baggage compartment. Reference AMM Task 07-11-08-800-801 for removal and installation instructions.
- After the APU is started and when requested by the Pilot in Command (PIC), remove all ground support equipment from the aircraft.
- Ensure the NLG Downlock Pin and the NLG Steering Bypass Pin are installed.
- Wait for the PIC to tell you brakes are released, and you have the aircraft.

- While utilizing the appropriate number of maintenance personnel to tow the aircraft, push the into the designated position, unless other instructions are received from the PIC.
- Once the aircraft is into the proper position, ask the PIC to set the brakes.
- Once the brakes are set, inform the other ground personnel to remove the NLG Downlock Pin and the NLG Steering Bypass Pin.
- Instruct the ground personnel to hold up the removed NLG pins and the MLG downlock pins so the PIC can clearly observe them from the left window.
- Once all pins are removed, inform the PIC, "If you look out your left window you will see all four landing gear pins."
- The PIC will confirm all landing gear pins are removed and you are cleared to remove the towbar and tug away from the aircraft. Disconnect the tug, towbar, and headset from the aircraft and move all GSE away from the aircraft.
- Once all GSE and ground personnel are clear of the aircraft, give the PIC an all clear signal.
- Reposition the tug and towbar away from the aircraft.

### **Aircraft Arrival**

- As the aircraft is entering from the taxiway, the Pilot in Command (PIC) is looking for guidance from the marshallers. The lead marshaller must be located at the front of the taxi line to ensure the PIC can observe all marshalling instructions.
- After marshalling the aircraft to the hold line, chock the NLG first, then install the NLG Downlock Pin, and the NLG Steering Bypass Pin prior to installing the towbar and hooking the tug to the towbar. Connect the headset to the flight interphone jack.
- Install the MLG Downlock Pins.
- For 737-800 aircraft, utilize the aft fuselage tail stand for passenger loading and unloading operations. Reference AMM Task 07-11-08-800-801 for removal and installation instructions.
- Position the mobile airstairs to the L-1 door and connect electrical ground power and any other ground support equipment required such as the air-conditioning cart. Note: Air-conditioning cart must be connected to the aircraft from April 1<sup>st</sup> through September 30<sup>th</sup>, unless other guidance is obtained from the Contracting Officer's Representative (COR).
- If not performed by the PIC, shutdown the APU as soon as the flight crew leaves the flight compartment.

## Appendix D: Aircraft Flight Mechanic Responsibilities

### Prior to Departure

- Ensure the aircraft pitot tube covers, engine covers, and landing downlock gear pins are removed.
- Ensure the flight deck windows are clean.
- Ensure the Daily Inspection was completed. Note: Daily Inspection must be completed after the last flight of each day or not later than 72 hours after the completion of the previous Daily Inspection, whichever occurs first.
- Ensure Pre-Departure Service Check was completed prior to the first flight of the day.
- Ensure all discrepancies are either corrected or properly deferred and Not to Exceed (NTE) repair dates have not been exceeded.
- Ensure the Daily Inspection and the Airworthiness Release has been signed off in the aircraft logbook and the aircraft logbook is in the flight deck of the aircraft.
- Connect ground power to the aircraft.
- Position the mobile airstairs to the L1 door and connect any other ground support equipment required such as the air-conditioning cart. Note: Air-conditioning cart must be connected to the aircraft for passenger loading and unloading operations from April 1<sup>st</sup> through September 30<sup>th</sup>, unless other guidance is obtained from the Contracting Officer's Representative (COR).
- Ensure all applicable servicing (lavatories, potable water, oxygen, etc.) was accomplished.
- For 737-800 aircraft, utilize the aft fuselage tail stand for passenger loading and unloading operations. Ensure aft fuselage tail stand is properly secured in the aft side of the forward baggage compartment. Reference AMM Task 07-11-08-800-801 for removal and installation instructions.
- Ensure fuel receipt is given to the Pilot in Command (PIC).

### During Flight

- Notify JPATS Pilot in Command (PIC) of anything abnormal observed in flight such as noise, vibration, fumes, etc.
- Assist JPATS Flight Crewmembers as needed with aircraft and aircraft maintenance related issues.
- Assist JPATS Flight Crew with maintenance issues in the flight deck when requested by the PIC.

### Intermediate Stops

- Communicate with the JPATS Flight Crew before disembarking the aircraft to ensure any pilot reported discrepancies are either corrected or properly deferred prior to the next flight and to receive the outbound fuel load.

- For 737-800 aircraft, utilize the aft fuselage tail stand for passenger loading and unloading operations. Reference AMM Task 07-11-08-800-801 for removal and installation instructions.
- Complete a thorough walk-around inspection of the aircraft.
- Configure the fuel panel with the proper fuel load.
- Provide oversight of the refuel operation adhering to industry standard safety precautions.
- Coordinate with the JPATS Flight Crewmembers before leaving the vicinity of the aircraft.
- Ensure fuel receipt is given to the Pilot in Command (PIC).

### **Final Stop**

- Debrief the JPATS Flight Crewmembers (Pilots and Cabin Crewmembers) before disembarking the aircraft to ensure all discrepancies are properly documented in the aircraft logbook.
- For 737-800 aircraft, install the aft fuselage tail stand for passenger loading and unloading operations. Reference AMM Task 07-11-08-800-801 for removal and installation instructions.
- Notify JPATS Contracting Officer's Representative (COR) of all discrepancies.
- Complete a thorough walk-around inspection of the aircraft.
- Install aircraft pitot tube covers, engine covers, steering bypass pin, and landing gear downlock pins.
- Position the mobile airstairs to the L1 door, connect external electrical power, ensure the APU is shut down as soon as practical, and connect any other ground support equipment required such as the air-conditioning cart. Note: Air-conditioning cart must be connected to the aircraft for passenger loading and unloading operations from April 1<sup>st</sup> through September 30<sup>th</sup>, unless other guidance is obtained from the Contracting Officer's Representative (COR).

## Appendix E: Ground Servicing Equipment (GSE) List

<b>GSE Description</b>	<b>Serial Number</b>	<b>Bar Code</b>
Small GSE Tug (Eagle TT-6)	6114	F00814
Ground Power Unit (Hobart)	301PF05998	F00191
Air Conditioning Cart (Trilectron)	226834	F00711
Forklift (Tusk Model 400PD-16)	210139A	F00718
Kawasaki Mule	H35049	F00709
Mobile Air Stairs (Aero Specialties)	82630	F00450

## Appendix F: JPATS Aircraft Cleaning Checklist

Aircraft Registration Number:		
Date and Time Started: _____	Date and Time Completed: _____	
<b>Flight Deck</b>		<b>Signature</b>
1. Remove all trash.		
2. Clean all windows inside and out. Reference AMM Chapter 12-16-02.		
3. Wipe down displays, flight controls, throttle controls, glare shield and switches. Note: Use only dry microfiber cloth on displays.		
4. Vacuum flight deck floor.		
<b>Lavatories</b>		
1. Service lavatory. Reference AMM Chapter 12-17-00 (737-400's) or AMM Chapter 12-17-01 (NG). Note: If the aircraft is left outside and temperatures are below freezing or expected to be below freezing, lavatory is to remain empty and only reserviced before flight.		
2. Clean the lavatory sink, counters, and toilet with Clorox Clean-Up.		
3. Empty the lavatory trash can.		
4. Clean lavatory floor using Pine-Sol or Clorox Clean-Up. Note: Ensure no excess water remains on floor.		
5. Sanitize surfaces with JPATS provided electrostatic sprayer.		
<b>Cabin</b>		
1. Remove all trash from the cabin to include the floors, seats, and any closets. Note: If any biohazardous waste is discovered while cleaning the cabin, notify the Contracting Officer's Representative (COR) for corrective action.		
2. Vacuum and mop aircraft moon mat with Pine-Sol. Note: Ensure no excess water remains on floor after mopping.		
<b>Galleys</b>		
1. Empty trash cans. Note: The forward galley has 1 trash can and the aft galley has 2 trash cans.		
2. Wipe down all surfaces in the galley to include counter tops, carts and trash can lids with Clorox Disinfecting Wipes or Clorox Clean-Up.		
3. The Biohazardous Bin in the forward galley is the responsibility of the cabin flight crew. If anything is discovered in this receptacle, notify the Contracting Officer's Representative (COR) for corrective action.		



Galleys (Continued)	Signature
4. Vacuum and mop galley moon mat with Pine-Sol. Note: Ensure no excess water remains on floor.	
Potable Water	
1. Service the potable water system. Reference AMM Chapter 12-14-00 (737-400's) or AMM Chapter 12-14-01 (NG). Note: If the aircraft is left outside and temperatures are below freezing or expected to be below freezing, lavatory is to remain empty and only reserviced before flight.	

## Appendix G: Security Requirements

The Contract Maintenance Provider shall ensure that the person(s) to be utilized in the performance of this contract shall have submitted to the federal government completed security / suitability background investigation required in this clause. The intent and purpose of the investigation is to preclude the assignment of any individual who poses a threat or unacceptable risk to the United States Marshals Service (USMS) due to past unlawful / inappropriate behavior or any issues which negatively affect his / her suitability for work on a USMS contract. The contractor shall assure that each prospective contract or sub-contract employee furnishes all required data in the form and format determined by the USMS Office of Security Programs (OSP) or the Security Programs Manager.

The government reserves the right to reject any personnel proposed to work on this contract if any derogatory information is discovered during or after the background investigation. The government also reserves the right to reinvestigate any individual working on this contract, as deemed necessary.

After completion of the background investigation, the government will review the results and determine if the individual is suitable to perform under the contract. The contractor will be informed of the suitability determination for each person in writing. The contractor is prohibited from allowing or directing any individual to perform under this contract prior to the authorization of OSP.

### **Acceptability of Previous Investigations / Clearances**

Whenever a contract employee has been the subject of a prior background investigation that was conducted by an investigative unit of another federal government agency and the investigation meets the standards prescribed in the following paragraphs, an approval may be granted provided that: there has been no continuous (not cumulative) break in federal contract/service employment of more than two (2) years, and the required investigation was conducted no more than 60 months prior to the date of the award and a favorable adjudicative decision was made. If the prior investigation does not meet such standards, a supplemental or additional investigation shall be conducted. Even though a previous investigation is accepted as meeting the standard, a current FBI National Crime Information Center (NCIC) check must be completed. An OF-306, Declaration for Federal Employment and a Department of Justice Form 555 may also be required. Acceptance of a prior investigation does not in and of itself convey approval for access to USMS facilities or information systems. The OSP will be the final authority on the suitability of the previous investigation.

### **Provisions Required by Homeland Security Presidential Directive 12 (HSPD-12)**

These positions are to be considered moderate risk public trust positions. Work under this contract is SENSITIVE BUT UNCLASSIFIED (SBU). Applicants selected, and

subsequently approved by the USMS, will have limited unescorted access to USMS space while in the performance of their duties and during normal business hours.

All personnel employed by the Contract Maintenance Provider under this Performance Work Statement (PWS) are subject to meeting personnel security requirements as set forth by the USMS and other applicable rules and regulations. Contract personnel, who require access to a USMS facility for six months or longer and / or who require "unescorted access" to USMS space and / or access to USMS IT systems, will be subject to identity proofing and other provisions of HSPD-12. A USM-394 is designed for this purpose. Contractor applicants must appear in person before the COR, or other government employee, or an authorized representative of the contracting company and present two original forms of proper identification, one of which is a valid federal, state or county government issued picture identification. Please refrain from using a Social Security card or a copy of a birth certificate. (Photo ID's are usually the best). The USMS representative or other authorized representative must then authenticate the identity of each person and complete sections II of the USM-394 and sign on the appropriate line. The contractor must supply an e-mail address for each applicant and must be included on the USM-394. The OSP team will then create an online account in the Office of Personnel Management (OPM) system known as the Electronic Questionnaire Investigative Processing (e-QIP) and transmit instructions via e-mail to the applicant or point of contact if a new background is needed. The contractor applicant must comply with the instructions as failure to do so could adversely affect their ability to commence work. The OSP will advise the COR of the results of the background investigation by issuing either an approval or disapproval notice.

The Contract Maintenance Provider is responsible for pre-screening prospective employees for suitability to work on this contract and for assuring that all prospective employees have a Government performed background investigation completed prior to assignment to the contract. The Contract Maintenance Provider will ensure that the personnel to be utilized in the performance of this contract have been approved by the USMS Office of Security Programs (OSP) as a result of the Government performed background investigation required by this contract section. The Contract Maintenance Provider will assure that each prospective contract employee or sub-contract employee furnishes all required data in the form and format determined by the USMS OSP. Also, the Contract Maintenance Provider will ensure that each prospective contractor submits the required forms in connection with a Government performed suitability investigation PRIOR to work on this contract.

The OSP may grant a temporary waiver (conditional approval) after receipt of favorable NCIC/NLETS inquiries, a review of a recently completed security questionnaire, favorable results of the FBI fingerprint check and verification of the scheduled date by OPM of the required background investigation, and if a written request was forwarded to and approved by the Assistant Chief in OSP.

For the duration of this contract, the Contract Maintenance Provider or COR shall report to the OSP any significant incidents involving individuals previously cleared and assigned to this contract. Significant incidents include, but are not limited to, arrests, convictions, adverse civil judgments, liens, seriously delinquent financial accounts, or administrative disciplinary actions or any other matter which could negatively affect the integrity and efficiency of the USMS. Based on the information provided, the USMS OSP will make a determination as to whether an employee may continue to work on this contract. Persons convicted of felonies will be considered unsuitable for employment under this contract as well as other serious crimes even if not a felony. Each arrest history will be reviewed carefully. If the Contract Maintenance Provider fails to report current significant incidents and the USMS subsequently uncovers such information, the matter could be referred to the USMS Office of General Counsel and / or the Procurement Office for further review for default. Upon separation, all employees of the Contract Maintenance Provider must submit a USM-199 to the COR.

### **Employment of Foreign Nationals**

In compliance with Section 24, Personnel Security, of DOJ Order 2640.2, as amended, Information Technology Security, foreign nationals are not authorized to access or assist in the development, operation, management or maintenance of Department of Justice IT systems including all component systems unless a waiver is granted by the Head of the Component, with the concurrence of the Department of Justice Department Security Officer (DSO) and the Chief Information Officer (CIO).

### **Background Investigation Documentation**

All JPATS Contract Employees must undergo a background investigation comparable to that of a JPATS employee occupying a position of the same sensitivity level or having access to the same or similar types of information. Contract Employees must submit the following documentation to begin the background investigation process:

- USM-394, Personal Identity Verification (PIV)\Building Access Card Request Form
  - Must complete Section I and II
- DOJ-555, Fair Credit Reporting
- OF-306, Declaration of Federal Employment
- Applicants Resume
- Two (2) forms of ID's (for acceptable forms of ID, see I-9 Form)

U.S. Marshals Service (USMS)  
Justice Prisoner and Alien Transportation System  
(JPATS) Oklahoma City, Oklahoma  
Aircraft Maintenance, Line Servicing, and Logistics  
Support Services Performance Work Statement



Revision 1

May 17, 2023

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## 1. Introduction and Overview

The United States Marshals Service (USMS), Justice Prisoner and Alien Transportation System (JPATS) has a requirement for aircraft maintenance, line servicing, and logistics support services for two (2) Boeing 737-400 series aircraft and one (1) Extended Diversion Operations (EDO) (ETOPS) Boeing 737-800 series aircraft. All three aircraft are currently owned and operated exclusively by JPATS at their Oklahoma City, Oklahoma operational site. All aircraft must be available for dispatch as per all dispatch requirements detailed in the Federal Aviation Administration (FAA) Master Minimum Equipment List (MMEL), as supplemented by the Boeing 737 Dispatch Deviation Guide (DDG), or equivalent aircraft specific MEL as deemed acceptable by the JPATS Contracting Officer's Representative (COR).

Based on current mission flying schedules, JPATS' estimated utilization rate for each aircraft will be approximately five-days per week, or 700 flight hours each, for a total of 2,100 flight hours annually, or 500 cycles each for a total of 1,500 cycles annually. The normal flight schedule is most frequently daytime flying, Monday through Friday; however, JPATS' unique mission requires all aircraft be available for dispatch 24 hours a day, 7 days a week. Accordingly, the Contract Maintenance Provider must be prepared to support flight operations beyond normal working hours, including holidays, by responding within a four-hour window at the direction of the JPATS Contracting Officer or the Contracting Officer's Representative (COR).

All aircraft will be operated as Public Aircraft subject to JPATS Deviation Authority as detailed in the JPATS General Maintenance Manual (GMM), Chapter I. In those instances where maintenance cannot be accomplished in accordance with applicable regulatory requirements, aircraft logbook entries, if required, will be accomplished by appropriately designated JPATS personnel. All aircraft maintenance activities will be subject to discretionary oversight by the JPATS Contracting Officer's Representative (COR).

Note: It is JPATS intention to replace both Boeing 737-400 aircraft, with Boeing 737-700 or Boeing 737-800 aircraft during the Period of Performance of this contract. For the purposes of this Performance Work Statement, JPATS will continue to reference the current fleet configuration; however, the successful offeror will be required to maintain future aircraft purchases with no additional increase in Firm Fixed Price (FFP) Monthly Invoices. Additionally, JPATS reserves the right to transfer aircraft between operational sites during the period of performance of this contract.

## 2. JPATS Responsibilities

Administer training, as required, for GMM Familiarization, Required Inspection Item (RII) procedures, Airworthiness Release procedures, Discrepancy Deferral procedures, Logbook documentation, and CAMP Task Card documentation.

Provide all required Aircraft Maintenance Manuals (AMMs), Component Maintenance Manuals (CMM), Illustrated Parts Catalogs (IPC), Wiring Diagrams (WD), Structural Repair Manuals (SRM), etc. via downloaded Compressed (zipped) Files to be loaded to the Maintenance Provider's internal technical library website.

Provide the Aircraft Flight Schedule prior to the air operation missions, typically on the Thursday prior to the following week's scheduled missions.

Provide CAMP Fleet Due List Reports for all maintenance requirements. Typically, the CAMP Fleet Due List Reports are sent to the Contract Maintenance Provider weekly and are sent as a 30-day and 90-day preview of upcoming maintenance activities.

Perform Quality Assurance Surveillance on all services provided under this contract.

### 3. Contractor Responsibilities

The Contract Maintenance Provider is responsible to perform all aircraft maintenance, preventative maintenance, line servicing, and logistics support services on two (2) Boeing 737-400 series aircraft and one (1) Extended Diversion Operations (EDO) (ETOPS) Boeing 737-800 series aircraft. The Contract Maintenance Provider will provide all labor, supplies, supervision, management, tools, materials, equipment, and transportation necessary to provide the services as outlined in this Performance Work Statement (PWS).

The Contract Maintenance Provider will strictly adhere to the maintenance policies and procedures as detailed in the JPATS General Maintenance Manual (GMM) as well as applicable statutes and regulations as prescribed by the Federal Aviation Administration (FAA), Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), and the National Fire Protection Agency (NFPA). The Contract Maintenance Provider is responsible for the repair or replacement of any damaged aircraft or equipment that is damaged or destroyed due to acts of negligence.

The Contract Maintenance Provider is responsible to perform, or arrange to have performed, both scheduled and unscheduled heavy maintenance events up to and including C Checks, and all scheduled and unscheduled heavy maintenance events on the CFM56-3C1 and CFM56-7B series engines up to and including overhaul, performance restoration and life limited parts (LLP) replacement. Note: JPATS reserves the right to obtain airframe, engine, APU, or landing gear heavy maintenance services from a vendor of their choosing.

The Contract Maintenance Provider will designate a Point of Contact (POC) for the JPATS Contracting Officer and Contracting Officer Representative (COR). The Contract Maintenance Provider's POC will coordinate all maintenance events with the JPATS COR and will be available 24 hours a day, 7 days a week.

As a minimum, the Contract Maintenance Provider must implement the following programs:

- Quality Control Program / Plan
- Inspection Program
- Training Program
- Maintenance Control Program
- Safety Management System (SMS) Program
- Fire Protection Program
- Hazardous Material (HAZMAT) Management Program
- Foreign Object Damage (FOD) Program
- Approved Vendor List Program
- Tool Control Program
- Calibrated Tool Program
- Aircraft Parts Inventory Program
- Shelf-Life Program
- Shipping and Receiving Program
- Scrapped Parts Program
- Occupational Safety and Health Administration (OSHA) Program
- Drug and Alcohol Testing Program

After contract award and before commencing any services required by this contract, the Contract Maintenance Provider must submit the programs listed above for review and approval by the JPATS Contracting Officer's Representative (COR).

### 3.1. Federal Aviation Administration (FAA) Certification Requirements

3.1.1. The Contract Maintenance Provider must possess and maintain a 14 CFR Part 145 Repair Station with, as a minimum, a Limited Rating to maintain the Boeing 737-400, Boeing 737-700 aircraft, and Boeing 737-800 aircraft.

3.1.2. The Contract Maintenance Provider's maintenance personnel must be FAA Certificated Mechanics with Airframe and Powerplant (A&P) Ratings. The Contract Maintenance Provider may submit a written deviation waiver request for each non-certificated mechanic; however, each deviation waiver request is subject to review by the Contracting Officer's Representative (COR) and must be approved in writing.

3.1.3. The Contract Maintenance Provider must obtain FAA Repairman Certificates for maintenance personnel that are not FAA Certificated Mechanics with Airframe and Powerplant (A&P) Ratings.

### 3.2. Scheduled Maintenance

3.2.1. The Contract Maintenance Provider is responsible to perform all scheduled maintenance requirements up to and including a 4A Check as

required in JPATS Maintenance Inspection Program (MIP). The Contract Maintenance Provider's designated point of contact will immediately notify the Contracting Officer's Representative (COR) if a discrepancy cannot be repaired in time for the aircraft to perform its next scheduled flight. Note: JPATS MIP is equivalent in scope and complexity to a commercial aviation air carrier's Continuous Airworthiness Maintenance Program (CAMP) and is subject to Original Equipment Manufacturers (OEM) revisions after the award of this contract. Reference Section 6 for aircraft specific scheduled maintenance intervals.

- 3.2.2. The Contract Maintenance Provider is responsible to arrange to have performed all engine scheduled maintenance requirements up to and including overhaul, performance restoration, and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of engine overhaul, performance restoration, and life limited part (LLP) replacement.
- 3.2.3. The Contract Maintenance Provider is responsible to arrange to have performed all Auxiliary Power Unit (APU) scheduled maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of APU overhaul and life limited part (LLP) replacement.
- 3.2.4. The Contract Maintenance Provider is responsible to arrange to have performed all landing gear scheduled maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of landing gear overhaul and life limited part (LLP) replacement.
- 3.2.5. After contract award, JPATS and the Contract Maintenance Provider will have weekly scheduled meetings to discuss the aircraft downtimes and acceptable timeframes for the accomplishment of all tasks required under this Performance Work Statement (PWS).
- 3.2.6. The Contract Maintenance Provider is responsible for the accomplishment of the JPATS 737-400 Daily Inspection each flying day. Reference Appendix A: Boeing 737-400 Daily Inspection for additional information. Note: Daily Inspection must be completed after the last flight of each day or not later than 72 hours after the completion of the previous Daily Inspection, whichever occurs first.
- 3.2.7. The Contract Maintenance Provider is responsible for the accomplishment of the JPATS 737-400 Pre-Departure Service Check prior to each flight.

Reference Appendix B: Boeing 737-400 Pre-Departure Service Check for additional information.

- 3.2.8. The Contract Maintenance Provider is responsible for the accomplishment of the JPATS 737-800 Extended Diversion Operations (EDO) Daily Inspection each flying day. Reference Appendix C: Boeing 737-800 Extended Diversion Operations (EDO) Daily Inspection for additional information. Note: Daily Inspection must be completed after the last flight of each day or not later than 72 hours after the completion of the previous Daily Inspection, whichever occurs first.
- 3.2.9. The Contract Maintenance Provider is responsible for the accomplishment of the JPATS 737-800 Extended Diversion Operations (EDO) Pre-Departure Service Check prior to each flight. Reference Appendix D: Boeing 737-800 Extended Diversion Operations (EDO) Pre-Departure Service Check for additional information.
- 3.2.10. The Contract Maintenance Provider is responsible for performing engine compressor washes as scheduled or as requested by the Contracting Officer's Representative (COR). The Contract Maintenance Provider can anticipate performing three (3) compressor washes on each aircraft during the period of performance of this contract.
- 3.2.11. The Contract Maintenance Provider is responsible for the accomplishment of daily downloads of the aircraft's Quick Access Recorder (QAR) and electronic transmission of the downloaded file to JPATS' Flight Data Monitoring (FDM) contractor within one (1) hour of the aircraft's arrival at JPATS hangar.
- 3.2.12. The Contract Maintenance Provider is responsible to perform maintenance, preventative maintenance, troubleshooting, and adjustments / rigging of the of the engine, airframe, auxiliary power unit (APU), landing gear, flight controls, doors, aircraft systems, subsystems, etc.
- 3.2.13. The Contract Maintenance Provider will immediately notify the Contracting Officer's Representative (COR) when any required maintenance event exceeds their repair capabilities, giving adequate time for the Contract Maintenance Provider to subcontract the maintenance event or for JPATS to arrange for an alternate maintenance process and / or vendor. For instance, maintenance events that require specialty technical skills or test equipment such as Nondestructive Testing (NDT), fuel cell maintenance, engine borescope inspection, etc. Prior to commencing any services required by this Section, the Contract Maintenance Provider must obtain prior authorization from the COR. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of maintenance required under this Section.

### 3.3. Unscheduled Maintenance

- 3.3.1. The Contract Maintenance Provider will conduct a thorough debrief with the flight crewmembers, after the last flight of the day, and is responsible to troubleshoot, repair, and perform required operational tests of all pilot reported discrepancies. The Contract Maintenance Provider's designated point of contact will immediately notify the Contracting Officer's Representative (COR) if a pilot reported discrepancy cannot be repaired in time for the aircraft to perform its next scheduled mission or serve as an available spare.
- 3.3.2. The Contract Maintenance Provider is responsible to arrange to have performed all engine unscheduled maintenance requirements up to and including overhaul, performance restoration, and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of engine overhaul, performance restoration, and life limited part (LLP) replacement.
- 3.3.3. The Contract Maintenance Provider is responsible to arrange to have performed all Auxiliary Power Unit (APU) unscheduled maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of APU overhaul and life limited part (LLP) replacement.
- 3.3.4. The Contract Maintenance Provider is responsible to arrange to have performed all landing gear unscheduled maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of landing gear overhaul and life limited part (LLP) replacement.
- 3.3.5. The Contract Maintenance Provider is responsible to perform conditional inspections to include, but not limited to, lightning strike, flap overspeed, severe turbulence, and overweight landing.
- 3.3.6. The Contract Maintenance Provider will immediately notify the Contracting Officer's Representative (COR) when any required maintenance event exceeds their repair capabilities, giving adequate time for the Contract Maintenance Provider to subcontract the maintenance event or for JPATS to arrange for an alternate maintenance process and / or vendor. For instance, maintenance events that require specialty technical skills or test equipment such as Nondestructive Testing (NDT), fuel cell maintenance, engine borescope inspection, etc. Prior to commencing any services required by this Section, the Contract Maintenance Provider must obtain prior authorization from the COR. The Contract Maintenance Provider will be

reimbursed for labor, parts, materials, and supplies for the accomplishment of maintenance required under this Section.

### 3.4. Aircraft On Ground (AOG) Maintenance

- 3.4.1. The Contract Maintenance Provider is responsible for all off-site AOG repairs and coordination of repair activities when an AOG situation is experienced by JPATS flight crewmembers at any off-site location. All AOG repairs will be performed in a timely manner and coordinated with the Contracting Officer's Representative (COR).
- 3.4.2. The Contract Maintenance Provider is responsible to arrange to have performed all engine AOG maintenance requirements up to and including overhaul, performance restoration, and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of engine overhaul, performance restoration, and life limited part (LLP) replacement.
- 3.4.3. The Contract Maintenance Provider is responsible to arrange to have performed all Auxiliary Power Unit (APU) AOG maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of APU overhaul and life limited part (LLP) replacement.
- 3.4.4. The Contract Maintenance Provider is responsible to arrange to have performed all landing gear AOG maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of landing gear overhaul and life limited part (LLP) replacement.
- 3.4.5. The Contract Maintenance Provider will immediately notify the Contracting Officer's Representative (COR) when any required AOG event exceeds their repair capabilities, giving adequate time for the Contract Maintenance Provider to subcontract the maintenance event or for JPATS to arrange for an alternate maintenance process and / or vendor. For instance, maintenance events that require specialty technical skills or test equipment such as Nondestructive Testing (NDT), fuel cell maintenance, engine borescope inspection, etc. Prior to commencing any services required by this Section, the Contract Maintenance Provider must obtain prior authorization from the COR. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of maintenance required under this Section.

### 3.5. Heavy Maintenance

- 3.5.1. The Contract Maintenance Provider is responsible to perform, or arrange to have performed, all scheduled heavy maintenance requirements up to and including a 6C Check, as required in JPATS Maintenance Inspection Program (MIP), all unscheduled heavy maintenance events, and all Aircraft on Ground (AOG) heavy maintenance events. The Contract Maintenance Provider must provide separate labor, supplies, supervision, management, tools, materials, equipment, and a facility for the accomplishment of this Section and will be reimbursed for labor, parts, materials, and supplies for the accomplishment of maintenance required under this Section. Note: JPATS MIP is equivalent in scope and complexity to a commercial aviation air carrier's Continuous Airworthiness Maintenance Program (CAMP) and is subject to Original Equipment Manufacturers (OEM) revisions after the award of this contract. Reference Section 6 for aircraft specific scheduled maintenance intervals.
- 3.5.2. The Contract Maintenance Provider is responsible to arrange to have performed all engine heavy maintenance requirements up to and including overhaul, performance restoration, and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of engine overhaul, performance restoration, and life limited part (LLP) replacement.
- 3.5.3. The Contract Maintenance Provider is responsible to arrange to have performed all Auxiliary Power Unit (APU) heavy maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of APU overhaul and life limited part (LLP) replacement.
- 3.5.4. The Contract Maintenance Provider is responsible to arrange to have performed all landing gear heavy maintenance requirements up to and including overhaul and life limited part (LLP) replacement. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of landing gear overhaul and life limited part (LLP) replacement.

### 3.6. Line Servicing

The Contract Maintenance Provider is responsible to perform aircraft launch and recovery services, from JPATS hangar and the Federal Bureau of Prisons (BOP) Federal Transfer Center (FTC), and perform line servicing activities to include, but not limited to, marshalling, towing, parking, chocking, connecting ground power, connecting ground air conditioning cart, positioning mobile air stairs, servicing lavatories, potable water, nitrogen, oxygen, engine oil, APU oil,



hydraulic systems, other fluids as applicable, and extensive interior aircraft cleaning. Reference Section 3.13.1 for interior aircraft cleaning requirements. Reference Appendix E: JPATS Hangar Aircraft Launch and Recovery Operations for additional information. Reference Appendix F: Federal Bureau of Prisons (BOP) Federal Transfer Center (FTC) Aircraft Launch and Recovery Operations for additional information.

#### 3.6.1. Transient Aircraft

The Contract Maintenance Provider is responsible to perform aircraft launch and recovery services for JPATS owned transient aircraft, from JPATS hangar and the Federal Bureau of Prisons (BOP) Federal Transfer Center (FTC), and perform line servicing activities to include, but not limited to, marshalling, towing, parking, chocking, connecting ground power, connecting ground air conditioning cart, positioning mobile air stairs, servicing lavatories, potable water, nitrogen, oxygen, engine oil, APU oil, hydraulic systems, other fluids as applicable. Additionally, the Contract Maintenance Provider is responsible to troubleshoot, repair, and perform required operational tests of all pilot reported discrepancies. The Contract Maintenance Provider's designated point of contact will immediately notify the Contracting Officer's Representative (COR) if a pilot reported discrepancy cannot be repaired in time for the aircraft to perform its next scheduled mission. Reference Appendix E: JPATS Hangar Aircraft Launch and Recovery Operations for additional information. Reference Appendix F: Federal Bureau of Prisons (BOP) Federal Transfer Center (FTC) Aircraft Launch and Recovery Operations for additional information.

### 3.7. Additional Supportable Activities

#### 3.7.1. Off-Site Activities

The Contract Maintenance Provider is responsible to support off-site aircraft operations that become necessary in the event of national emergencies, civil insurrections, natural disasters, aircraft evacuations, or facility closures.

#### 3.7.2. Aircraft Recovery

The Contract Maintenance Provider is responsible to assist in the recovery of any JPATS owned aircraft that is involved in an accident, incident, in-flight emergency, or natural disaster.

#### 3.7.3. Audits

The Contract Maintenance Provider is responsible to assist in any internal or external audit of JPATS maintenance program that is affected by the performance of this contract.

#### 3.7.4. Safety Management System (SMS) Program

The Contract Maintenance Provider is responsible to participate in JPATS SMS Program.

#### 3.7.5. Stormwater Pollution Prevention Plan (SWPPP)

The Contract Maintenance Provider is responsible to participate in JPATS Oklahoma Department of Environmental Quality (DEQ) SWPPP.

### 3.8. Technical Data

The Contract Maintenance Provider is responsible to use and safeguard JPATS provided Aircraft Maintenance Manuals (AMMs), Component Maintenance Manuals (CMM), Illustrated Parts Catalogs (IPC), Wiring Diagrams (WD), Structural Repair Manuals (SRM), etc. and ensure their internal Technical Library is uploaded with the current revisions.

### 3.9. Engineering Support

The Contract Maintenance Provider must have the ability to provide FAA Designated Engineering Representative (DER) support for the following DER Technical Disciplines:

- Powerplant Engineering
- Structural Engineering
- Systems and Equipment Engineering

### 3.10. Logistics Support

The Contract Maintenance Provider is responsible to provide comprehensive logistics support services associated with the aircraft maintenance activities as defined in this Performance Work Statement (PWS). Logistics support services includes, but not limited to, parts, materials, and supplies receiving, receiving inspections, electronically archiving all certification documentation, identifying and reporting Suspected Unapproved Parts (SUP), packing, crating, shipping, hazardous materials handling and storage, and shelf-life management.

The Contract Maintenance Provider is responsible to purchase all aircraft parts, materials, and supplies. For any purchase exceeding \$3,500, the Contract Maintenance Provider will obtain and provide three (3) competitive quotes to the Contracting Officer's Representative (COR) for evaluation. The COR will notify the Contract Maintenance Provider in writing which vendor to select for

purchase. For any repair or overhaul of a rotatable part anticipated to exceed \$3,500, the Contract Maintenance Provider will obtain three (3) competitive quotes for the purchase of the rotatable part and advise the COR if it is more economically feasible to purchase a repaired or overhauled part rather than repairing or overhauling JPATS rotatable part. The Contract Maintenance Provider will be reimbursed for parts, materials, and supplies procured under this Section.

The Contract Maintenance Provider must possess and maintain an Approved Vendor List (AVL), using Repair Station Quality Control Manual (RSQM) procedures, and use only appropriately certificated aviation vendors when purchasing / overhauling aircraft parts and materials.

3.10.1. Receiving Inspection

The Contract Maintenance Provider is responsible to perform a visual receiving inspection on all aircraft parts and materials to ensure conformity to the appropriate certification standards. As a minimum, the Contract Maintenance Provider must use the guidance in the JPATS General Maintenance Manual (GMM) and their Repair Station Quality Control Manual (RSQM).

3.10.2. Certification Documentation

All aircraft parts and materials must be accompanied by an FAA Form 8130-3, EASA Form 1, CAA Form 1, or Original Equipment Manufacturer (OEM) Certificate of Conformance (C of C) unless other appropriate certification documentation is approved by the Contracting Officer's Representative (COR).

3.10.3. Rotable Parts

JPATS maintains a comprehensive inventory of aircraft parts, materials, and supplies for use by the Contract Maintenance Provider. The Contract Maintenance Provider shall utilize this inventory and replenish, by sending rotatable parts out for repair or overhaul, when possible. All repair or overhaul of rotatable parts must be approved by the Contracting Officer's Representative (COR) when cost estimates are anticipated to exceed \$3,500. The Contract Maintenance Provider will be reimbursed for parts, materials, and supplies procured under this Section.

3.10.4. Hazardous Material (HAZMAT)

The Contract Maintenance Provider is solely responsible for the acquisition, storage, shipping and disposal of all hazardous materials (HAZMAT) associated with the maintenance of aircraft,

support equipment, and facilities in accordance with Federal, state, and local statutes. The Contract Maintenance Provider is responsible to obtain and maintain any certifications or licenses required by the State or City, if required, for HAZMAT disposal services. The Contract Maintenance Provider will be reimbursed for materials and supplies procured under this Section.

3.10.5. Shelf-Life Management Program

The Contract Maintenance Provider must have an appropriate shelf-life management program for labeling and electronically tracking all hazardous materials (HAZMAT) and aircraft parts that have shelf-life expiration dates such as emergency escape slides, life rafts, oxygen bottles, oxygen masks, transponders, bleed air valves, etc.

3.10.6. Inventory Management System

The Contract Maintenance Provider must maintain a comprehensive inventory management system capable of generating purchase orders, repair orders, and maintaining effective inventory control of all JPATS assets. Additionally, the inventory management system must be capable of labeling and electronically tracking all calibrated tools, aircraft parts, materials, and supplies.

3.11. Aircraft Flight Mechanic

The Contract Maintenance Provider is responsible to have an aircraft flight mechanic onboard all JPATS flights, unless this responsibility is relieved by the Contracting Officer's Representative (COR), to address maintenance contingencies. The aircraft flight mechanic must be an FAA Certificated Mechanic with Airframe and Powerplant (A&P) Ratings and appropriately authorized under Section 2. Note: The deviation waiver referenced in Section 3.1.2 does not apply to Section 3.11. Reference Appendix G: Aircraft Flight Mechanic Responsibilities for additional information.

3.12. Ground Support Equipment (GSE)

The Contract Maintenance Provider is responsible to arrange to have performed all scheduled and unscheduled maintenance for all JPATS owned GSE and to ensure the equipment is protected from improper use, adverse weather, and climatic conditions. Prior to operation, the Contract Maintenance Provider must perform a pre-use inspection on all GSE, utilizing JPATS GSE Pre-Use Inspection Checklist, notify the Contracting Officer's Representative (COR) of any defects, and have a ground spotter

with operating or positioning GSE within 10 feet of any aircraft surface. All GSE must be kept neat, clean, presentable, and free of Foreign Object Debris (FOD) at all times. The Contract Maintenance Provider is responsible for the repair or replacement of any damaged aircraft or equipment that is damaged or destroyed due to acts of negligence. Additionally, the Contract Maintenance Provider is responsible to arrange to have performed all required portable fire extinguisher inspections located on JPATS owned GSE and at the Federal Bureau of Prisons (BOP) Federal Transfer Center (FTC). The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies procured under this Section. Reference Appendix H: Ground Servicing Equipment (GSE) List for a list of JPATS owned GSE that requires maintenance.

### 3.13. Aircraft Cleanliness

#### 3.13.1. Interior

Due to JPATS unique mission requirements, properly cleaning the aircraft interior is of utmost importance. To assist in the accomplishment of this requirement, JPATS has developed a checklist the Contract Maintenance Provider must follow. Reference Appendix I: JPATS Aircraft Cleaning Checklist for additional information.

#### 3.13.2. Exterior

The Contract Maintenance Provider can anticipate performing a complete aircraft wash, approximately three (3) times per year on each aircraft, when scheduled or as requested by the Contracting Officer's Representative (COR), and daily spot cleaning of the aircraft fuselage and engine cowlings. Following the completion of a complete aircraft wash, the aircraft must be properly lubricated prior to the return to service.

### 3.14. Hangar Cleanliness

The Contract Maintenance Provider is responsible to keep the hangar and hangar floor neat, clean, free of Foreign Object Debris (FOD), and presentable at all times. Work areas will be policed at the end of each shift which includes, but not limited to, removal of waste materials and spilled fluids and the removal of residues from aircraft and workspace surfaces. All support equipment, work stands, and toolboxes / toolkit must be free of Foreign Object Debris (FOD) and kept in a presentable manner at all times.

### 3.15. Charter Aircraft

When requested by the Contracting Officer's Representative (COR), the Contract Maintenance Provider will hangar JPATS chartered aircraft in inclement weather conditions.

### 3.16. Contract Personnel

#### 3.16.1. Staffing

The number of contract personnel proposed by the Contract Maintenance Provider is contractually binding and subject to the monthly reporting requirements of Section 4.8. The Contract Maintenance Provider is required to maintain the appropriate number of full-time contract personnel submitted in their proposal.

#### 3.16.2. Security Requirements

The Contractor Maintenance Provider must ensure the person(s) to be utilized in the performance of this contract have submitted to the Federal Government completed security / suitability background investigation required in this clause. The intent and purpose of the investigation is to preclude the assignment of any individual who poses a threat or unacceptable risk to the United States Marshals Service (USMS) due to past unlawful or inappropriate behavior or any issues which negatively affect their suitability for work on a USMS contract. The Contractor Maintenance Provider must ensure each prospective contract or subcontract employee furnishes all required data in the form and format determined by the USMS Office of Security Programs (OSP) or the Security Programs Manager.

The Government reserves the right to reject any personnel proposed to work on this contract if any derogatory information is discovered during or after the background investigation. The Government also reserves the right to reinvestigate any individual working on this contract, as deemed necessary.

After completion of the background investigation, the government will review the results and determine if the individual is suitable to perform the services requested under this contract. The Contractor Maintenance Provider will be informed of the suitability determination for each person in writing. The Contractor Maintenance Provider is prohibited from allowing or directing any individual to perform services under this contract prior to the authorization from OSP.

Reference Appendix J: Security Requirements for additional security requirements.

3.16.3. Uniforms

The Contract Maintenance Provider must provide and ensure all maintenance personnel wear uniforms that clearly identify them as the Contract Maintenance Provider's employee. As a minimum, this includes a shirt with the Contract Maintenance Provider's name and / or logo in plain sight.

3.17. Airworthiness Directives

The Contract Maintenance Provider is responsible for the accomplishment of all FAA issued Airworthiness Directives. To clarify the expectations required by this contract, this Section is divided into two separate categories – Line Maintenance Responsibilities and Over and Above Responsibilities.

3.17.1. Line Maintenance Responsibilities

The Contract Maintenance Provider will comply with Airworthiness Directives that fall within the line maintenance level of expertise, up to and including repetitive inspections.

3.17.2. Over and Above Responsibilities

The Contract Maintenance Provider will comply with Airworthiness Directives that do not fall within the line maintenance level of expertise, or requires specialty technical skills or test equipment such as Nondestructive Testing (NDT), fuel cell maintenance, etc. Prior to commencing any services required by this Section, the Contract Maintenance Provider must obtain authorization from the Contracting Officer's Representative (COR). The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of Airworthiness Directives required under this Section.

3.18. Service Bulletins

The Contract Maintenance Provider is responsible for the accomplishment of all JPATS requested Service Bulletins. To clarify the expectations required by this contract, this Section is divided into two separate categories – Line Maintenance Responsibilities and Over and Above Responsibilities.

3.18.1. Line Maintenance Responsibilities

The Contract Maintenance Provider will comply with JPATS requested Service Bulletins that fall within the line maintenance level of expertise.

3.18.2. Over and Above Responsibilities

The Contract Maintenance Provider will comply with JPATS requested Service Bulletins that do not fall within the line maintenance level of expertise, or requires specialty technical skills or test equipment such as Nondestructive Testing (NDT), fuel cell maintenance, etc. Prior to commencing any services required by this Section, the Contract Maintenance Provider must obtain authorization from the Contracting Officer's Representative (COR). The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of JPATS requested Service Bulletins required under this Section.

3.19. Major Repairs / Major Alterations

The Contract Maintenance Provider is responsible to arrange to have performed all JPATS requested major repairs and major alterations. Examples include, but not limited to Supplemental Type Certificate (STC), avionics major alterations, etc. The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of JPATS requested major repairs / alterations requested under this Section.

3.20. Maintenance Documentation

The Contract Maintenance Provider is responsible to ensure all maintenance, preventative maintenance, alteration, and inspection records are accurate and complete in accordance with the requirements of the JPATS General Maintenance Manual (GMM), 14 CFR Part 43, and 14 CFR Part 145.

3.20.1. Aircraft Logbooks

The Contract Maintenance Provider is responsible to properly document all discrepancies and ensure all aircraft logbook discrepancies are either corrected or properly deferred prior to flight in accordance with the requirements of the JPATS General Maintenance Manual (GMM).



3.20.2. CAMP Task Cards

The Contract Maintenance Provider is responsible to ensure all CAMP generated task cards are properly completed as instructed in the JPATS training required in Section 2.

3.20.3. Certification Documentation

The Contract Maintenance Provider is responsible to provide all original certification documentation, referenced in Section 3.10.2, and Repair Station Work Order Task Cards to the JPATS Contracting Officer's Representative (COR) after the installation of parts and / or completion of maintenance.

3.21. Overtime

The Contract Maintenance Provider is responsible to ensure all maintenance activities required by this contract are performed under the Firm Fixed Price (FFP) Monthly Invoice, unless otherwise specified. For instances where this is not practical, or at the request of the Contracting Officer's Representative (COR), the Contract Maintenance Provider must obtain preapproval from the COR for all invoiceable overtime requests and keep invoiceable overtime requests to a practical minimum.

3.22. Travel

Travel for Remain Overnight (RON) aircraft missions, Aircraft on Ground (AOG) repairs, and other supportable activities must be approved in advance by the Contracting Officer's Representative (COR). The Contract Maintenance Provider must submit an invoice to the COR for all reimbursable travel expenses. Reference General Services Administration (GSA) Federal Travel Regulation (FTR) for reimbursable expenses.

JPATS will not reimburse the Contract Maintenance Provider for travel by management personnel not actively engaged in rendering services requested by JPATS.

3.23. Training

Training identified in this Section is the financial responsibility of the Contract Maintenance Provider.

3.23.1. Aircraft Specific General Familiarization

All maintenance personnel must, as a minimum, have completed a Boeing 737 Classic and / or Next Generation (NG) General Familiarization course, or equivalent, consisting of a minimum of 40

hours of classroom instruction. Certificates of Completion must be submitted to the Contracting Officer's Representative (COR).

3.23.2. Employee Training Records

The Contract Maintenance Provider must submit all maintenance personnel training records prior to commencing any services required by this Performance Work Statement (PWS).

3.23.3. Hazardous Material (HAZMAT)

The Contract Maintenance Provider must have a hazardous materials training program that meets the training requirements of 49 CFR Part 172 Subpart H.

3.23.4. Ground Support Equipment (GSE)

The Contract Maintenance Provider must provide appropriate training for the safe and efficient operation of all GSE.

3.23.5. Federal Transfer Center (FTC) Jetbridge Operation

The Contract Maintenance Provider must provide appropriate training for the safe and efficient operation of the Federal Bureau of Prisons (BOP) FTC Jetbridge.

3.24. Tools and Tool Control

The Contract Maintenance Provider is responsible for providing both common and specialty tools, test sets, and currently calibrated Precision Measurement Equipment (PME).

The Contract Maintenance Provider is responsible for maintaining JPATS owned calibrated tools and will be reimbursed for recurring calibration requirements.

Due to JPATS unique mission requirements, personal tools commonly carried by aircraft mechanics, that includes, but not limited to, pocketknife's, Leatherman's, etc., are prohibited in JPATS facilities, JPATS aircraft, and at the Federal Bureau of Prisons (BOP) Federal Transfer Center (FTC).

JPATS unique mission requires the Contract Maintenance Provider be diligent in the accountability of all tools and maintain a comprehensive Tool Control Program. Additionally, the Contract Maintenance Provider must immediately notify the Assistant Chief of Maintenance if any tools are lost or misplaced.

#### 3.24.1. Toolboxes / Toolkits

The Contract Maintenance Provider is responsible to ensure all toolboxes / toolkits are kept in a secure location and are:

- Accompanied with a complete inventory list,
- Accompanied with a broken / missing tool list,
- Accompanied with a calibrated tool log including next required calibration date, if applicable,
- Accompanied with a daily inspection log, for each shift, and includes a:
  - Pre-use inspection, and
  - Post-use inspection.
- Shadowed to easily identify the proper location, and
- Free of Foreign Object Debris (FOD).

#### 3.25. Federal Bureau of Prisons (BOP) Federal Transfer Center (FTC) Jetbridge

##### 3.25.1. Preventative Maintenance

The Contract Maintenance Provider is responsible to arrange to have performed all preventative maintenance on the BOP FTC Jetbridge. If any discrepancies are discovered during the performance of preventative maintenance, the Contract Maintenance Provider must notify the Contracting Officer's Representative (COR). The Contract Maintenance Provider will be reimbursed for labor, parts, materials, and supplies for the accomplishment of preventative maintenance required under this Section.

##### 3.25.2. Operation

The Contract Maintenance Provider is responsible to perform a daily pre-use inspection and daily operation of the BOP FTC Jetbridge during passenger loading and unloading operations. If any discrepancies are discovered during the operation of the FTC Jetbridge, the Contract Maintenance Provider must immediately notify the Contracting Officer's Representative (COR).

#### 3.26. Aircraft Flight Schedule

The Contract Maintenance Provider is responsible to safeguard JPATS Aircraft Flight Schedule. JPATS Aircraft Flight Schedule is UNCLASSIFIED / LAW ENFORCEMENT SENSITIVE and contains information that is confidential and should not be released to any personnel who do not have a valid "need to know".

#### 4. Deliverables

Unless otherwise specified, the Contract Maintenance Provider is required to submit the Deliverables outlined in this Section monthly.

##### 4.1. Invoices

The Contract Maintenance Provider is required to submit monthly invoices no later than 30 days after the completion of service rendered under this contract on the appropriate Contract Line Item Number (CLIN). To assist in simplifying what services in this contract are part of the Firm Fixed Price (FFP) Monthly Invoice and Over and Above (O&A) Monthly Invoice, reference Section 4.1.1 and Section 4.1.2.

##### 4.1.1. Firm Fixed Price (FFP) Services

<b>PWS Section</b>	<b>PWS Section</b>
3.2.1	3.2.5
3.2.6	3.2.7
3.2.8	3.2.9
3.2.10	3.2.11
3.2.12	3.3.1
3.3.5	3.4.1
3.6	3.6.1
3.7.1	3.7.2
3.7.3	3.7.4
3.7.5	3.8
3.10	3.10.1
3.10.2	3.10.5
3.10.6	3.11
3.13.1	3.13.2
3.14	3.15
3.16.1	3.16.2
3.16.3	3.17.1
3.18.1	3.20
3.20.1	3.20.2
3.20.3	3.23.1
3.23.2	3.23.3
3.23.4	3.23.5
3.24	3.24.1
3.25.2	3.26

#### 4.1.2. Over and Above (O&A) Services

<b>PWS Section</b>	<b>PWS Section</b>
3.2.2	3.2.3
3.2.4	3.2.13
3.3.2	3.3.3
3.3.4	3.3.6
3.4.2	3.4.3
3.4.4	3.4.5
3.5.1	3.5.2
3.5.3	3.5.4
3.9	3.10.3
3.10.4	3.12
3.17.2	3.18.2
3.19	3.21
3.22	3.25.1

#### 4.2. Aircraft Status Report (Shift Turnover Report)

The Contract Maintenance Provider is required to provide an Aircraft Status Report at the completion of each shift. The aircraft status report can be an email to the Contracting Officer's Representative (COR), or other acceptable format, but must include a comprehensive list of all maintenance activities that occurred and a detailed summary of any maintenance activities that prohibit the aircraft from either completing the next scheduled mission or serving as an available spare.

#### 4.3. Accruals

On the 25<sup>th</sup> of each calendar month, the Contract Maintenance Provider is required to provide an Accrual Report to the Contracting Officer's Representative (COR) for each Contract Line Item Number (CLIN). Note: Accruals are services that have been rendered and have not been invoiced or parts, materials, or supplies that have been received and have not been invoiced.

#### 4.4. Aircraft Parts Inventory Report

On the 15<sup>th</sup> of each calendar month, the Contract Maintenance Provider is required to provide an Aircraft Parts Inventory Report that clearly identifies all parts in JPATS inventory and the associated dollar value of those parts.

#### 4.5. Aircraft Scrapped Parts Report

On the 15<sup>th</sup> of each calendar month, the Contract Maintenance Provider is required to provide an Aircraft Scrapped Parts Report that clearly identifies all scrapped parts and the associated dollar value of those parts.

#### 4.6. Calibrated Tool Report

On the 15<sup>th</sup> of each calendar month, the Contract Maintenance Provider is required to provide a Calibrated Tool Report that clearly identifies the next due calibration of each calibrated tool.

#### 4.7. Overtime Report

On the first workday of each week, the Contract Maintenance Provider is required to provide a weekly Overtime Report for any anticipated maintenance activities that cannot be completed during the standard work shift.

#### 4.8. Maintenance Travel Report

On the first workday of each week, the Contract Maintenance Provider is required to provide a weekly Maintenance Travel Report for any anticipated travel.

#### 4.9. Personnel Status Report

On the first workday of each month, the Contract Maintenance Provider is required to provide a monthly Personnel Status Report of any unfilled positions. The Personnel Status Report must include any vacancies that were in the successful offeror's proposal that are not currently filled, the length of the vacancies, and the planned recruitment initiatives to fill the vacancies.

#### 4.10. Scheduled Maintenance Report

On the first workday of each week, the Contract Maintenance Provider is required to provide a weekly Scheduled Maintenance Report of all planned maintenance activities. Typically, this report will be reviewed with the Contract Maintenance Provider at the Weekly Aircraft Maintenance Meeting.

#### 4.11. Flight Mechanic Staffing

On the first workday of each week, the Contract Maintenance Provider is required to provide a Flight Mechanic Staffing Report for the following week which clearly assigns flight mechanics to an assigned aircraft, for all JPATS missions.

#### 4.12. Shelf-Life Items Report

On the 15<sup>th</sup> of each calendar month, the Contract Maintenance Provider is required to provide a Shelf-Life Items Report of all hazardous materials (HAZMAT) and aircraft parts that have shelf-life expiration dates such as emergency escape slides, life rafts, oxygen bottles, oxygen masks, transponders, bleed air valves, etc.

#### 4.13. Accident / Incident Report

When applicable, the Contract Maintenance Provider must immediately notify JPATS' Assistant Chief of Maintenance of any injury to personnel, damage caused or discovered by the Contract Maintenance Provider's employees involving an aircraft, equipment, or facilities. As soon as practical, but no longer than 48 hours after notification to JPATS' Assistant Chief of Maintenance, the Contract Maintenance Provider must submit a written report thoroughly detailing the circumstances surrounding the accident / incident along with a comprehensive solution to mitigate any future reoccurrence.

#### 4.14. Performance Metrics

On the last workday of each month, the Contract Maintenance Provider is required to provide performance metrics to ascertain JPATS' aircraft reliability and availability rates as well as Contractor performance. This monthly report, as a minimum, must include:

- The total number of flights and flight legs,
- Maintenance delays, defined as any maintenance related issue that delays the scheduled departure time by fifteen (15) minutes or more, and a detailed explanation of the delay,
- Maintenance cancellations, and a detailed explanation of the cancellation,
- Requests for changing the JPATS published aircraft flight schedule, and a detailed explanation for the requested change,
- Requests to defer scheduled maintenance, and a detailed explanation of the request,
- Outstanding parts, and the anticipated delivery date, and
- Utilization of any MEL, CDL, NEF, DDL, or SFP.

#### 5. Period of Performance

The Period of Performance of this Contract is a Base Period of 1 year accompanied by 4 Option Years, if exercised by the Government. Reference the table below for the Base Period and Option Year Period of Performances.

<b>Contract Year</b>	<b>Period of Performance</b>
Base Period	October 1, 2023 – September 30, 2024
Option Period 1	October 1, 2024 – September 30, 2025
Option Period 2	October 1, 2025 – September 30, 2026
Option Period 3	October 1, 2026 – September 30, 2027
Option Period 4	October 1, 2027 – September 30, 2028
52.217-8 Option (6 Months)	October 1, 2028 – March 31, 2029

## 6. Aircraft Maintenance Schedule

### 6.1. Boeing 737-400 Aircraft

<b>Maintenance Task</b>	<b>Inspection Interval</b>
Service Check	3 Months
1A Check	6 Months
2A Check	12 Months
1C Check	2 Years
2C Check	4 Years
3C Check	6 Years
4C Check	8 Years
5C Check	10 Years
6C Check	12 Years

### 6.2. Boeing 737-700 / -800 Aircraft

<b>Maintenance Task</b>	<b>Inspection Interval</b>
Monthly Check	1 Month
1A Check	6 Months
2A Check	12 Months
4A Check	24 Months
1C Check	3 Years
2C Check	6 Years
3C Check	9 Years
4C Check	12 Years

## 7. Performance Standards

JPATS will primarily utilize the Contract Maintenance Provider's existing Quality Assurance System under Federal Acquisition Regulation (FAR) 12.208, Contract Quality Assurance, but will also assess the Contract Maintenance Provider using a Quality Assurance Surveillance Program, and the Performance Standards referenced in Section 7.1.

### 7.1. Assessing Performance

JPATS will utilize the table below for assessing performance of the Contract Maintenance Provider. The table includes the PWS Section Number, Performance Standard, Acceptable Quality Level, and Monitoring Method.



<b>PWS Number</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>
3	Implement and Maintain the Required Programs listed in Section 3.	100%	Periodic review of documentation and spot-check adherence to policies.
3.1.1 – 3.1.3	Maintain FAA Certification Standards	100%	Periodic review of documentation and spot-check adherence to policies.
3.2.1 – 3.2.13	Aircraft Scheduled Maintenance Requirements Completed	100%	Periodic review of documentation and spot-check adherence to policies.
3.3.1	Correct all Pilot Reported Discrepancies to Ensure Aircraft is Available for Next Scheduled Mission	98%	Aircraft Documentation and Aircraft Availability Rates.
3.3.2 – 3.3.6	Aircraft Unscheduled Maintenance Requirements Completed	100%	Periodic review of documentation and spot-check adherence to policies.
3.4.1 – 3.4.5	Aircraft AOG Maintenance Requirements Completed	100%	Periodic review of documentation and spot-check adherence to policies.
3.5.1 – 3.5.4	Aircraft Heavy Maintenance Requirements Completed	100%	Periodic review of documentation and spot-check adherence to policies.
3.6	Aircraft Line Servicing Requirements Completed	100%	Periodic review of documentation and spot-check adherence to policies.

<b>PWS Number</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>
3.6.1	Aircraft Line Servicing Requirements Completed for Transient Aircraft	100%	Periodic review of documentation and spot-check adherence to policies.
3.7.1 – 3.7.5	Supporting Additional Activities	100%	Periodic review of documentation and spot-check adherence to policies.
3.8	Using and Safeguarding JPATS Technical Data	100%	Periodic review of documentation and spot-check adherence to policies.
3.10 3.10.1 – 3.10.6	Following Logistics Support Activities for the Acquisition of Aircraft Parts and Materials	100%	Periodic review of documentation and spot-check adherence to policies.
3.11	Aircraft Flight Mechanic Staffing	100%	Periodic review of documentation and spot-check adherence to policies.
3.12	GSE Maintained and Properly Used	90%	Periodic review of documentation and random inspections.
3.13.1 – 3.13.2	Aircraft Cleanliness	95%	Periodic review of aircraft and aircraft documentation.
3.14	Hangar Cleanliness	90%	Periodic review of hangar.
3.16.1 – 3.16.3	Meets Personnel Staffing Requirements, Security Requirements, and Appearance Standards	100%	Monthly review of Personnel Status Report, periodic review of security requirements, and periodic review of personnel appearance.

<b>PWS Number</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>
3.17.1 – 3.17.2	Accomplishment of Airworthiness Directives within Established Timeframes	100%	Periodic review of aircraft documentation.
3.18.1 – 3.18.2	Accomplishment of Service Bulletins within Established Timeframes	90%	Periodic review of aircraft documentation.
3.20 3.20.1 – 3.20.3	Appropriate Maintenance Record Documentation	100%	Periodic review of aircraft maintenance record documentation.
3.24	Tool and Tool Control	100%	Periodic review of aircraft, hangar, toolboxes, and documentation to spot-check adherence to policies.
3.24.1	Toolboxes / Toolkits	100%	Random inspections and periodic review of toolboxes / toolkits documentation.
3.25.1 – 3.25.2	BOP FTC Jetbridge Preventative Maintenance and Operation	95%	Periodic review of documentation and spot-check adherence to policies.
3.26	Safeguarding JPATS Aircraft Flight Schedule	100%	Periodic review of documentation and spot-check adherence to policies.

## Appendix A: Boeing 737-400 Daily Inspection

Aircraft Registration Number:	
Date and Time Started: _____	Date and Time Completed: _____
<b>Aircraft Arrival / Debrief</b>	<b>A&amp;P</b>
1. Upon arrival, ensure external power is applied, APU is shut down, gear pins installed, and all equipment not in use is turned off.	
2. Perform a debrief with the Pilot in Command (PIC) and review all pilot reported discrepancies in the aircraft logbook.	
3. Review deferred discrepancies and ensure the NTE times have not elapsed without proper extension.	
<b>Flight Deck</b>	
1. Inspect all flight deck windows for condition and cleanliness.	
2. Verify all flight deck controls have unrestricted travel.	
3. Perform an operational check all flight deck lighting.	
4. Perform an operational check all external lights. Caution: Only turn on the landing lights to verify proper extension and operation. Do not leave the landing lights on.	
5. Perform an operational check on the Push-to-Test warning lights and operationally test the fire warning lights.	
6. Inspect all flight deck furnishings for damage (i.e. seats, seat cushions, seat belts, oxygen masks, etc.).	
7. Verify oxygen system pressure, service if oxygen system pressure is below 1400 PSI, and turn oxygen system off.	
8. Verify main aircraft batteries have a minimum of 24 volts.	
9. Operationally check standby power system IAW Task Card 24-054-00-01 or Task Card 24-054-06-01.	
10. Visually check that all emergency exit hatches are secured, and handles are properly stowed.	
11. Download QAR data at the end of each flight day and send data for analysis.	
<b>Cabin</b>	
1. Inspect all cabin furnishings for damage (i.e. seats, seatbacks, seat belts, no smoking / fasten seat belt signs, etc.).	
2. Inspect first aid kits and all emergency equipment for proper tamper-proof seals. Inspect Smoke Hoods bags for security, serviceability, and tamper-proof seals. Inspect fire containment bags for security and proper vacuum seal.	

Cabin (Continued)	A&P
3. Inspect door slides for proper bottle pressure, condition, and security. Ensure girt bar floor attach fitting are clean and serviceable.	
4. Inspect lavatories for condition and security.	
5. Inspect L1 door for proper operation and latch control for condition.	
6. Inspect L2 door for proper operation and latch control for condition.	
7. Inspect R1 door for proper operation and latch control for condition.	
8. Inspect R2 door for proper operation and latch control for condition.	
9. Visually inspect all emergency exit hatches are properly secured and handles are in the closed and latched position.	
Aircraft Exterior	
1. Inspect fuselage for damage, check all drains, vents, and inlets for obstructions.	
2. Inspect external wing structure including ailerons, speed brakes, and flaps in the fully extended position. Note: The anti-collision light must be turned on while hydraulic pressure is applied to the aircraft.	
3. Inspect wings for fuel leaks and any surface damage.	
4. Inspect all leading areas for damage and check dent log for previous damage. Evaluate any new damage and record in log.	
5. Inspect the wing fuel vents for obstructions and leaks.	
6. Inspect the fuselage access / service panels, hatches, cabin windows, navigation / communication antennas and radome from ground level for obvious damage and security.	
7. Inspect the horizontal and vertical stabilizers, including the elevators and rudder for from ground level, for obvious damage.	
8. Verify the fueling station door is secured.	
9. Verify condition of the nose landing gear and main landing gear viewing windows and clean as required.	
10. Inspect both main landing gears for damage and signs of fluid leaks.	
11. Inspect and clean the exposed surface of the left and right main landing gear strut pistons with a cloth moistened with MIL-H-5606 hydraulic fluid and wipe dry with a clean cloth. Verify X dimension on strut piston to verify that struts are properly serviced.	
12. Inspect main landing gear brake wear indicators to ensure all brakes are within serviceable limits. Note: Verify parking brake is set prior to inspection.	

Aircraft Exterior (Continued)		A&P
13. Inspect main landing gear wheel and tire assemblies for damage and excessive wear.		
14. Check the main landing gear tire pressures (181 +5 / -0 PSI) and service if required. Note: Let the tires cool a minimum of two hours after flight.  Time Tire Pressure Checked: _____		
#1 MLG Tire Pressure	#2 MLG Tire Pressure	
#3 MLG Tire Pressure	#4 MLG Tire Pressure	
15. Inspect the nose landing gear and steering assembly for damage and signs of fluid leaks. Wipe the strut cylinder with a cloth moistened with MIL-H-5606 and wipe dry with a clean cloth. Verify X dimension on strut piston to verify that strut is properly serviced.		
16. Inspect the nose landing gear wheel and tire assemblies for damage and excessive wear.		
17. Check the nose landing gear tire pressures (173 +5 / -0 PSI) and service if required. Note: Let the tires cool a minimum of two hours after flight.  Time Tire Pressure Checked: _____		
Left NLG Tire Pressure	Right NLG Tire Pressure	
18. Inspect all air data system probes and ports for condition and obstruction.		
19. Visually inspect the tail skid crushable cartridge decal is intact with no damage (no strike occurred).		
<b>Main Landing Gear Wheel Well</b>		
1. Inspect all air ducts for evidence of leaks and condition.		
2. Inspect the hydraulic accumulators for proper service.		
3. Inspect hydraulic reservoirs for proper fluid level. Service with Skydrol Type 4 or Type 5 as required.		
4. Verify the Nitrogen Generation System (NGS) Green Light is illuminated on N640CS.		

Forward Cargo Compartment		A&P
1. Inspect forward cargo compartment door for proper operation and latch mechanism for serviceability.		
2. Inspect forward cargo compartment for condition, security of cargo, and foreign objects.		
3. Inspect forward cargo compartment smoke detectors for security and condition.		
Aft Cargo Compartment		
1. Inspect aft cargo compartment door for proper operation and latch mechanism for serviceability.		
2. Inspect aft cargo compartment for condition, security of cargo, and foreign objects.		
3. Inspect aft cargo compartment smoke detectors for security and condition.		
4. Verify tamper-proof seals are installed on all fly-away kits. If seal has been disturbed, inventory fly-away kit and reseal.		
E&E Bay		
1. Inspect for proper operation of lights, loose avionics racks, loose avionics system components, foreign objects, and ensure all circuit breakers are closed.		
Forward Accessory Bay		
1. Inspect for proper operation of lights, security of all items, and foreign objects.		
#1 Engine		
1. Inspect for signs of fluid or gas leakage on engine cowling and overboard drain lines for obstructions or excessive leaks.		
2. Inspect for signs of hydraulic fluid leakage from engine drain mast. Note: If you find signs of hydraulic fluid leaks from the drain mast, investigate for failure of the hydraulic pump drive shaft seal.		
3. Visually inspect the exposed areas of the last stage of the LPT blades for cracks, condition, and security of installation. Inspect the thrust reverser, vortex generator, exhaust plug, and exhaust case struts for obvious damage. Inspect for open latches and blow out panels and for signs of fluid leakage.		
4. Inspect the engine cowling, inlet cowl, spinner, and fan blades for obvious damage. Inspect access panels and blowout doors for condition and security also check for open latches and signs of fluid leakage.		
5. Service the engine with Mobil Jet II oil as required. Record oil quantity added in the aircraft logbook. Note: Engine oil should be added not less than 5 minutes and no greater than 60 minutes after engine shutdown.		
6. Verify engine oil cap is secured after servicing. Note: QA signoff required.		QA

<b>#1 Engine (Continued)</b>	<b>A&amp;P</b>
7. Service the CSD with Mobile Jet II oil as required.	
<b>#2 Engine</b>	
1. Inspect for signs of fluid or gas leakage on engine cowling and overboard drain lines for obstructions or excessive leaks.	
2. Inspect for signs of hydraulic fluid leakage from engine drain mast. Note: If you find signs of hydraulic fluid leaks from the drain mast, investigate for failure of the hydraulic pump drive shaft seal.	
3. Visually inspect the exposed areas of the last stage of the LPT blades for cracks, condition, and security of installation. Inspect the thrust reverser, vortex generator, exhaust plug, and exhaust case struts for obvious damage. Inspect for open latches and blow out panels and for signs of fluid leakage.	
4. Inspect the engine cowling, inlet cowl, spinner, and fan blades for obvious damage. Inspect access panels and blowout doors for condition and security also check for open latches and signs of fluid leakage.	
5. Service the engine with Mobil Jet II oil as required. Record oil quantity added in the aircraft logbook. Note: Engine oil should be added not less than 5 minutes and no greater than 60 minutes after engine shutdown.	
6. Verify engine oil cap is secured after servicing. Note: QA signoff required.	<b>QA</b>
7. Service the CSD with Mobile Jet II oil as required.	
<b>APU</b>	
1. Service the APU with Mobile Jet II oil as required.	
2. Quarts Added: _____	
3. From the APU access door, inspect for fluid leaks and obvious defects.	
<b>Aircraft Cleaning</b>	
1. Perform JPATS Aircraft Cleaning Checklist.	
<b>Final Items</b>	
1. Install engine inlet and exhaust covers.	
2. Install pitot tube covers.	
3. Ensure all switches in the flight compartment are in the off, normal, or safe position.	
4. Install sunshades in the flight compartment.	
5. Disconnect external electrical power and remove the external electrical power cord from the aircraft.	



Final Items (Continued)	A&P
6. Close all doors and windows.	
7. Ensure the MLG wheel chocks are installed (forward and aft side of both MLG) and the aircraft is statically grounded.	
8. If the aircraft is to be parked in JPATS hangar overnight, release the brakes.	
9. Sign, date, and annotate the time the Daily Inspection was completed in the Daily Inspection Completed block of the aircraft logbook.	
<p>The signature below certifies "I have personally inspected this aircraft IAW the applicable AMM's / Daily Inspection Checklist, and any and all maintenance / servicing requirements required by the AMM's / Daily Inspection Checklist have been completed."</p> <p>Signature of A&amp;P Mechanic: _____</p>	

## Appendix B: Boeing 737-400 Pre-Departure Service Check

Aircraft Registration Number:	
Date and Time Started: _____	Date and Time Completed: _____
<b>Flight Deck</b>	<b>A&amp;P</b>
1. Apply external power to aircraft.	
2. Verify main aircraft batteries have a minimum of 24 volts.	
3. Verify all flight deck controls have unrestricted travel.	
4. Verify all flight deck lighting operates properly.	
5. Verify oxygen system pressure is a minimum of 1400 PSI and oxygen system shutoff valve is set to the fully open position.	
6. Verify the correct quantity of emergency equipment is installed and properly secured.	
7. Verify the PBE humidity indicator is blue and ensure a proper vacuum seal.	
8. Remove and store the sunshades.	
<b>Cabin</b>	
1. Verify the correct quantity of emergency equipment is installed and properly secured.	
2. Inspect smoke hood bags for security, serviceability and tamper-proof seals.	
3. Verify the PBE humidity indicator is blue and ensure a proper vacuum seal.	
4. Verify fire containment bag for security and proper vacuum seal.	
5. Verify lavatories are serviced and flush properly.	
6. Ensure all door handle covers are in the proper location and securely fastened to the aircraft.	
<b>Aircraft Exterior</b>	
1. Perform a General Visual Inspection (GVI) of the fuselage access / service panels, hatches, navigation / communication antennas and the radome from ground level, for obvious damage and wear. Ensure all external lights are operable.	
2. Remove pitot tube covers.	
3. Perform a GVI of the pitot tubes and static ports to ensure no obvious defects or obstructions exist. Perform a GVI of the Total Air Temperature (TAT) probe, Ice Detectors, and Angle-of-Attack (AOA) sensors for obvious damage.	

Aircraft Exterior (Continued)	A&P								
4. Perform a GVI of the left wing and right wing leading edge, leading edge devices, trailing edge, flaps, spoilers, ailerons, lower wing surface, wing tip area, and wing to fuselage section for general condition.									
5. Verify the fueling station door is properly secured after refueling operations.									
6. Perform a GVI of the fuselage and APU areas of drain masts and drains for any evidence of fluid leakage.									
7. Perform a GVI of all air inlet and exhaust doors and cabin pressure outflow valve to ensure the areas are free of obstructions.									
8. Perform a GVI of the vertical stabilizer, rudder, horizontal stabilizer, and elevators for obvious signs of damage.									
9. Check the main landing gear wheel and tire assemblies and brake assemblies for obvious signs of damage, wear, and leaks.									
10. Check main landing gear tire pressures (181 +5 / -0 PSI) and service if required.  Time Tire Pressure Checked: _____  <table border="1" style="width: 100%;"> <tr> <td>#1 MLG Tire Pressure</td> <td>#2 MLG Tire Pressure</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>#3 MLG Tire Pressure</td> <td>#4 MLG Tire Pressure</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	#1 MLG Tire Pressure	#2 MLG Tire Pressure			#3 MLG Tire Pressure	#4 MLG Tire Pressure			
#1 MLG Tire Pressure	#2 MLG Tire Pressure								
#3 MLG Tire Pressure	#4 MLG Tire Pressure								
11. Check the nose landing gear wheel and tire assemblies for obvious signs of damage, wear, and leaks.									
12. Check the nose landing gear tire pressures (173 +5 / -0 PSI) and service if required.  Time Tire Pressure Checked: _____  <table border="1" style="width: 100%;"> <tr> <td>Left NLG Tire Pressure</td> <td>Right NLG Tire Pressure</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Left NLG Tire Pressure	Right NLG Tire Pressure							
Left NLG Tire Pressure	Right NLG Tire Pressure								
<b>Landing Gear Wheel Wells</b>									
1. Inspect access doors and servicing panels for security.									
2. Verify the Nitrogen Generation System (NGS) Green Light is illuminated on N640CS.									

Landing Gear Wheel Wells (Continued)	A&P
3. Verify condition of the nose landing gear and main landing gear viewing windows and clean as required.	
4. Remove main landing gear downlock pins and stow securely in Tug Box or airplane if not at home station.	
5. Ensure the nose landing gear downlock pin and steering bypass pin are installed during aircraft towing operations and are promptly removed and shown to the Pilot in Command (PIC) prior to aircraft taxi.	
#1 Engine	
1. Remove the engine inlet and exhaust covers.	
2. Perform a GVI of the engine cowling, inlet cowl, spinner, and fan blades for obvious damage.	
3. Perform a GVI of all access panels and blowout doors for condition and security.	
4. Perform a GVI of the engine thrust reverser, exhaust area, strut, and turbine blades for obvious damage and evidence of metal or oil accumulation.	
5. Perform a GVI for any evidence of fluid leakage.	
6. Verify all latches are properly secured.	
#2 Engine	
1. Remove the engine inlet and exhaust covers.	
2. Perform a GVI of the engine cowling, inlet cowl, spinner, and fan blades for obvious damage.	
3. Perform a GVI of all access panels and blowout doors for condition and security.	
4. Perform a GVI of the engine thrust reverser, exhaust area, strut, and turbine blades for obvious damage and evidence of metal or oil accumulation.	
5. Perform a GVI for any evidence of fluid leakage.	
6. Verify all latches are properly secured.	
Final Items / Logbook	
1. Ensure all maintenance documentation is properly completed.	
2. Review the previous pilot reported discrepancies for appropriate corrective action and inspect the previous work areas for any obvious abnormalities or foreign objects.	
3. Ensure all deferred discrepancies are within the NTE repair date.	

Final Items / Logbook (Continued)	A&P
4. Sign the Airworthiness Release / Approval for Return to Service block of the aircraft logbook.	
5. Ensure the aircraft logbook is onboard the aircraft prior to departure.	
<p>The signature below certifies "I have personally inspected this aircraft IAW the applicable AMM's / Pre-Departure Checklist, and any and all maintenance / servicing requirements required by the AMM's / Pre-Departure Checklist have been completed."</p> <p>Signature of A&amp;P Mechanic: _____</p>	

Appendix C: Extended Diversion Operations (EDO) Boeing 737-800 Daily Inspection

Aircraft Registration Number:	
Date and Time Started:	Date and Time Completed:
<b>Aircraft Arrival / Debrief</b>	<b>A&amp;P</b>
1. Upon arrival, ensure external power is applied, APU is shut down, gear pins installed, and all equipment not in use is turned off.	
2. Perform a debrief with the Pilot in Command (PIC) and review all pilot reported discrepancies in the aircraft logbook.	
3. Review deferred discrepancies and ensure the NTE times have not elapsed without proper extension.	
<b>Flight Deck</b>	
1. Inspect all flight deck windows for condition and cleanliness.	
2. Verify all flight deck controls have unrestricted travel.	
3. Perform an operational check all flight deck lighting.	
4. Perform an operational check all external lights. Caution: Only turn on the landing lights to verify proper extension and operation. Do not leave the landing lights on.	
5. Perform an operational check on the Push-to-Test warning lights and operationally test the fire warning lights.	
6. Inspect all flight deck furnishings for damage (i.e. seats, seat cushions, seat belts, oxygen masks, etc.).	
7. Verify oxygen system pressure. Service oxygen system if oxygen system pressure is below 1400 PSI.	
8. Verify main aircraft and auxiliary batteries have a minimum of 24 volts.	
9. Operationally check standby power system. Reference AMM Task 24-34-00-710-802.	
10. Visually check that all emergency exit hatches are secured, and handles are properly stowed.	
11. Download QAR data at the end of each flight day and send data for analysis.	
<b>Cabin</b>	
1. Inspect all cabin furnishings for damage (i.e. seats, seatbacks, seat belts, no smoking / fasten seat belt signs etc.).	
2. Inspect first aid kits and all emergency equipment for proper tamper-proof seals. Inspect Smoke Hoods bags for security, serviceability, and tamper-proof seals. Inspect fire containment bags for security and proper vacuum seal.	

Cabin (Continued)	A&P
3. Inspect door slides for proper bottle pressure, condition, and security. Ensure girt bar floor attach fittings are clean and serviceable.	
4. Inspect lavatories for condition and security.	
5. Inspect L1 door for proper operation and latch control for condition.	
6. Inspect L2 door for proper operation and latch control for condition.	
7. Inspect R1 door for proper operation and latch control for condition.	
8. Inspect R2 door for proper operation and latch control for condition.	
9. Visually inspect all emergency exit hatches are properly secured and handles are in the closed and latched position.	
Aircraft Exterior	
1. Inspect fuselage for damage, check all drains, vents, and inlets for obstructions.	
2. Inspect external wing structure including ailerons, speed brakes, and flaps in the fully extended position. Note: The anti-collision light must be turned on while hydraulic pressure is applied to the aircraft.	
3. Inspect wings for fuel leaks and any surface damage.	
4. Inspect all leading areas for damage and check dent log for previous damage. Evaluate any new damage and record in log.	
5. Inspect the wing fuel vents for obstructions and leaks.	
6. Inspect the fuselage access / service panels, hatches, cabin windows, navigation / communication antennas and radome from ground level, for obvious damage and security.	
7. Inspect the horizontal and vertical stabilizers, including the elevators and rudder for from ground level, for obvious damage.	
8. Verify the fueling station door is secured.	
9. Inspect both main landing gears for damage and signs of fluid leaks.	
10. Inspect and clean the exposed surface of the left and right main landing gear strut pistons with a cloth moistened with MIL-H-5606 hydraulic fluid and wipe dry with a clean cloth. Verify X dimension on strut piston to verify that struts are properly serviced.	
11. Inspect main landing gear brake wear indicators to ensure all brakes are within serviceable limits. Note: Verify parking brake is set prior to inspection.	
12. Inspect main landing gear wheel and tire assemblies for damage and excessive wear.	

Aircraft Exterior (Continued)		A&P
13. Check the main landing gear tire pressures ( $205 \pm 5$ PSI) and service if required. Note: Let the tires cool a minimum of two hours after flight.  Time Tire Pressure Checked: _____		
#1 MLG Tire Pressure	#2 MLG Tire Pressure	
#3 MLG Tire Pressure	#4 MLG Tire Pressure	
14. Inspect the nose landing gear and steering assembly for damage and signs of fluid leaks. Wipe the strut cylinder with a cloth moistened with MIL-H-5606 and wipe dry with a clean cloth. Verify X dimension on strut piston to verify that strut is properly serviced.		
15. Inspect the nose landing gear wheel and tire assemblies for damage and excessive wear.		
16. Check the nose landing gear tire pressures ( $205 \pm 5$ PSI) and service if required. Note: Let the tires cool a minimum of two hours after flight.  Time Tire Pressure Checked: _____		
Left NLG Tire Pressure	Right NLG Tire Pressure	
17. Inspect all air data system probes and ports for condition and obstruction.		
18. Visually inspect the tail skid crushable cartridge decal is intact with no damage (no strike occurred).		
<b>Main Landing Gear Wheel Well</b>		
1. Inspect all air ducts for evidence of leaks and condition.		
2. Inspect the hydraulic accumulators for proper service.		
3. Inspect hydraulic reservoirs for proper fluid level. Service with Skydrol Type 4 or Type 5 as required.		
4. Verify the Nitrogen Generation System (NGS) Green Light is illuminated.		



Forward Cargo Compartment		A&P	
1. Inspect forward cargo compartment door for proper operation and latch mechanism for serviceability.			
2. Inspect forward cargo compartment for condition, security of cargo, and foreign objects.			
3. Inspect forward cargo compartment smoke detectors for security and condition.			
Aft Cargo Compartment			
1. Inspect aft cargo compartment door for proper operation and latch mechanism for serviceability.			
2. Inspect aft cargo compartment for condition, security of cargo, and foreign objects.			
3. Inspect aft cargo compartment smoke detectors for security and condition.			
4. Verify tamper-proof seals are installed on all fly-away kits. If seal has been disturbed, inventory fly-away kit and reseal.			
E&E Bay			
1. Inspect for proper operation of lights, loose avionics racks, loose avionics system components, foreign objects, and ensure all circuit breakers are closed.			
Forward Accessory Bay			
1. Inspect for proper operation of lights, security of all items, and foreign objects.			
#1 Engine			
1. Inspect for signs of fluid or gas leakage on engine cowling and overboard drain lines for obstructions or excessive leaks.			
2. Inspect for signs of hydraulic fluid leakage from engine drain mast. Note: If you find signs of hydraulic fluid leaks from the drain mast, investigate for failure of the hydraulic pump drive shaft seal.			
3. Visually inspect the exposed areas of the last stage of the LPT blades for cracks, condition, and security of installation. Inspect the thrust reverser, vortex generator, exhaust plug, and exhaust case struts for obvious damage. Inspect for open latches and blow out panels and for signs of fluid leakage.			
4. Inspect the engine cowling, inlet cowl, spinner, and fan blades for obvious damage. Inspect access panels and blowout doors for condition and security also check for open latches and signs of fluid leakage.			
5. Service the engine with Mobil Jet II oil as required. Record oil quantity added in the aircraft logbook. Note: Engine oil should be added not less than 5 minutes and no greater than 60 minutes after engine shutdown. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P

#1 Engine (Continued)		A&P	
6. Verify engine oil cap is secured after servicing. Note: QA signoff required.		QA	
7. Service the IDG with Mobile Jet II oil as required.			
#2 Engine			
1. Inspect for signs of fluid or gas leakage on engine cowling and overboard drain lines for obstructions or excessive leaks.			
2. Inspect for signs of hydraulic fluid leakage from engine drain mast. Note: If you find signs of hydraulic fluid leaks from the drain mast, investigate for failure of the hydraulic pump drive shaft seal.			
3. Visually inspect the exposed areas of the last stage of the LPT blades for cracks, condition, and security of installation. Inspect the thrust reverser, vortex generator, exhaust plug, and exhaust case struts for obvious damage. Inspect for open latches and blow out panels and for signs of fluid leakage.			
4. Inspect the engine cowling, inlet cowl, spinner, and fan blades for obvious damage. Inspect access panels and blowout doors for condition and security also check for open latches and signs of fluid leakage.			
5. Service the engine with Mobil Jet II oil as required. Record oil quantity added in the aircraft logbook. Note: Engine oil should be added not less than 5 minutes and no greater than 60 minutes after engine shutdown. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
6. Verify engine oil cap is secured after servicing. Note: QA signoff required.		QA	
7. Service the IDG with Mobile Jet II oil as required.			
APU			
1. Service the APU with Mobile Jet II oil as required. APU oil level must be inspected using Oil Sight Glass Procedure. Note: It is recommended the APU oil level is examined after one hour from APU shutdown to let the oil decrease in temperature. After one hour, the oil sight glass will show the correct oil level in the APU gearbox. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
2. Quarts Added: _____			
3. From the APU access door, inspect for fluid leaks and obvious defects.			
Aircraft Cleaning			
1. Perform JPATS Aircraft Cleaning Checklist.			

Final Items	A&P
1. Install engine inlet and exhaust covers.	
2. Install pitot tube covers.	
3. Ensure all switches in the flight compartment are in the off, normal, or safe position.	
4. Install sunshades in the flight compartment.	
5. Disconnect external electrical power and remove the external electrical power cord from the aircraft.	
6. Close all doors and windows.	
7. Ensure the MLG wheel chocks are installed (forward and aft side of both MLG) and the aircraft is statically grounded.	
8. If the aircraft is to be parked in JPATS hangar overnight, release the brakes.	
9. Verify all tasks listed in this EDO Daily Inspection labeled as <b>Extended Diversion Operations Dual Signoff Required</b> tasks are completed by FAA Certificated Mechanics with Airframe and Powerplant Ratings appropriately authorized by JPATS to complete EDO Maintenance Tasks.	
10. Sign, date, and annotate the time the Daily Inspection was completed in the Daily Inspection Completed block of the aircraft logbook.	
<p>The signature below certifies "I have personally inspected this aircraft IAW the applicable AMM's / Daily Inspection Checklist, and any and all maintenance / servicing requirements required by the AMM's / Daily Inspection Checklist have been completed."</p> <p>Signature of A&amp;P Mechanic: _____</p>	

Appendix D: Extended Diversion Operations (EDO) Boeing 737-800 Pre-Departure  
Service Check

Aircraft Registration Number:						
Date and Time Started:		Date and Time Completed:				
<b>Flight Deck</b>		<b>A&amp;P</b>				
1. Apply external power to aircraft. Prior to starting the APU, annotate APU Hours and APU Cycles below: <table border="1" data-bbox="191 611 1222 688"> <tr> <td>APU Hours</td> <td>APU Cycles</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		APU Hours	APU Cycles			
APU Hours	APU Cycles					
2. Using the APU BITE Procedure, verify the APU oil level shows FULL.						
3. On N311MS, enable free-dialing of SATCOM system by performing the following steps: <ul style="list-style-type: none"> <li>• Press "MENU" key on MCDU,</li> <li>• Select "&lt;SAT-IR" on MCDU,</li> <li>• Select "Next Page" key on MCDU,</li> <li>• Select "SYSCONFIG&gt;" on MCDU,</li> <li>• Enter "MAXLINK" into scratchpad,</li> <li>• Select "MAINT&gt;" on MCDU,</li> <li>• Select "ENABLE" below "FREE DIALING" on the MCDU,</li> <li>• Ensure "DISABLE" shows below "FREE DIALING on the MCDU,</li> <li>• Press "Menu" key on the MCDU, and</li> <li>• Select "&lt;FMC" on MCDU.</li> </ul>						
4. Perform HF Communication System – System Test IAW AMM Task 23-11-00-730-801. Note: This step is only required prior to oceanic flights.						
5. Verify main and auxiliary aircraft batteries have been replaced within the previous two weeks. Note: This step is only required prior to oceanic flights.						
6. Verify main and auxiliary aircraft batteries have a minimum of 24 volts.						
7. Verify all flight deck controls have unrestricted travel.						
8. Verify all flight deck flight deck lighting operates properly.						
9. Verify oxygen system pressure is a minimum of 1400 PSI.						
10. Verify the correct quantity of emergency equipment is installed and properly secured.						

Flight Deck (Continued)	A&P
11. Verify the PBE humidity indicator is blue and ensure a proper vacuum seal.	
12. Remove and store the sunshades.	
Cabin	
1. Verify the correct quantity of emergency equipment is installed and properly secured.	
2. Inspect smoke hood bags for security, serviceability and tamper-proof seals.	
3. Verify the PBE humidity indicator is blue and ensure a proper vacuum seal.	
4. Verify fire containment bag for security and proper vacuum seal.	
5. Verify lavatories are serviced and flush properly.	
6. Ensure all door handle covers are in the proper location and securely fastened to the aircraft.	
Aircraft Exterior	
1. Perform a General Visual Inspection (GVI) of the fuselage access / service panels, hatches, navigation / communication antennas and the radome from ground level, for obvious damage and wear. Ensure all external lights are operable.	
2. Remove pitot tube covers.	
3. Perform a GVI of the pitot tubes and static ports to ensure no obvious defects or obstructions exist. Perform a GVI of the Total Air Temperature (TAT) probe, Ice Detectors, and Angle-of-Attack (AOA) sensors for obvious damage.	
4. Perform a GVI of the left wing and right wing leading edge, leading edge devices, trailing edge, flaps, spoilers, ailerons, lower wing surface, wing tip area, winglet (if installed), and wing to fuselage section for general condition.	
5. Verify the fueling station door is properly secured after refueling operations.	
6. Perform a GVI of the fuselage and APU areas of drain masts and drains for any evidence of fluid leakage.	
7. Perform a GVI of all air inlet and exhaust doors and cabin pressure outflow valve to ensure the areas are free of obstructions.	
8. Perform a GVI of the vertical stabilizer, rudder, horizontal stabilizer, and elevators for obvious signs of damage.	
9. Check the main landing gear wheel and tire assemblies and brake assemblies for obvious signs of damage, wear, and leaks.	

Aircraft Exterior (Continued)		A&P								
10. Check main landing gear tire pressures (205 ± 5 PSI) and service if required.  Time Tire Pressure Checked: _____										
<table border="1"> <tr> <td>#1 MLG Tire Pressure</td> <td>#2 MLG Tire Pressure</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>#3 MLG Tire Pressure</td> <td>#4 MLG Tire Pressure</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>			#1 MLG Tire Pressure	#2 MLG Tire Pressure			#3 MLG Tire Pressure	#4 MLG Tire Pressure		
#1 MLG Tire Pressure	#2 MLG Tire Pressure									
#3 MLG Tire Pressure	#4 MLG Tire Pressure									
11. Check the nose landing gear wheel and tire assemblies for obvious signs of damage, wear, and leaks.										
12. Check the nose landing gear tire pressures (205 ± 5 PSI) and service if required.  Time Tire Pressure Checked: _____										
<table border="1"> <tr> <td>Left NLG Tire Pressure</td> <td>Right NLG Tire Pressure</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		Left NLG Tire Pressure	Right NLG Tire Pressure							
Left NLG Tire Pressure	Right NLG Tire Pressure									
<b>Landing Gear Wheel Wells</b>										
1. Inspect access doors and servicing panels for security.										
2. Verify the Nitrogen Generation System (NGS) Green Light is illuminated.										
3. Remove main landing gear downlock pins and stow securely in Tug Box or airplane if not at home station.										
4. Ensure the nose landing gear downlock pin and steering bypass pin are installed during aircraft towing operations and are promptly removed and shown to the Pilot in Command (PIC) prior to aircraft taxi.										
<b>#1 Engine</b>										
1. Remove the engine inlet and exhaust covers.										
2. Perform a GVI of the engine cowling, inlet cowl, spinner, and fan blades for obvious damage.										
3. Perform a GVI of all access panels and blowout doors for condition and security.										
4. Perform a GVI of the engine thrust reverser, exhaust area, strut, and turbine blades for obvious damage and evidence of metal or oil accumulation.										
5. Perform a GVI for any evidence of fluid leakage.										

#1 Engine (Continued)		A&P	
6. Verify proper engine oil level and service if required. (Engine must be at operating temperature prior to this step being completed.) Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
7. Verify engine oil cap is secured after servicing. Note: This step is only required prior to oceanic flights. Note: QA signoff required.		QA	
8. Verify all latches are properly secured.			
#2 Engine			
1. Remove the engine inlet and exhaust covers.			
2. Perform a GVI of the engine cowling, inlet cowl, spinner, and fan blades for obvious damage.			
3. Perform a GVI of all access panels and blowout doors for condition and security.			
4. Perform a GVI of the engine thrust reverser, exhaust area, strut, and turbine blades for obvious damage and evidence of metal or oil accumulation.			
5. Perform a GVI for any evidence of fluid leakage.			
6. Verify proper engine oil level and service if required. (Engine must be at operating temperature prior to this step being completed.) Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
7. Verify engine oil cap is secured after servicing. Note: This step is only required prior to oceanic flights. Note: QA signoff required.		QA	
8. Verify all latches are properly secured.			
APU			
1. Service the APU with Mobile Jet II oil as required. APU oil level must be inspected using Oil Sight Glass Procedure. Note: It is recommended the APU oil level is examined after one hour from APU shutdown to let the oil decrease in temperature. After one hour, the oil sight glass will show the correct oil level in the APU gearbox. Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>		A&P	A&P
2. Quarts Added: _____			
3. From the APU access door, inspect for fluid leaks and obvious defects. Note: This step is only required prior to oceanic flights.			
Final Items / Logbook			
1. Ensure all maintenance documentation is properly completed.			

Final Items / Logbook (Continued)	A&P	
2. Review the previous pilot reported discrepancies for appropriate corrective action and inspect the previous work areas for any obvious abnormalities or foreign objects.		
3. Ensure all deferred discrepancies are within the NTE repair date.		
4. Document the current APU Hours and Cycles in the appropriate section of the aircraft logbook.		
5. Verify all tasks listed in this EDO Pre-Departure Service Check labeled as <b>Extended Diversion Operations Dual Signoff Required</b> tasks are completed by FAA Certificated Mechanics with Airframe and Powerplant Ratings appropriately authorized by JPATS to complete EDO Maintenance Tasks.		
6. Verify #1 engine oil consumption rate with JPATS QA Specialist. Ensure engine oil consumption is less than 0.4 quarts per flight hour. Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>	A&P	A&P
7. Verify #2 engine oil consumption rate with JPATS QA Specialist. Ensure engine oil consumption is less than 0.4 quarts per flight hour. Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>	A&P	A&P
8. Verify APU oil consumption rate with JPATS QA Specialist. Ensure APU oil consumption is less than 0.162 quarts per flight hour. Note: This step is only required prior to oceanic flights. <b>Extended Diversion Operations Dual Signoff Required.</b>	A&P	A&P
9. Sign the Airworthiness Release / Approval for Return to Service block of the aircraft logbook.		
10. Ensure the aircraft logbook is onboard the aircraft prior to departure.		
<p>The signature below certifies "I have personally inspected this aircraft IAW the applicable AMM's / EDO PDSC, and any and all maintenance / servicing requirements required by the AMM's / Pre-Departure Checklist have been completed."</p> <p>Signature of A&amp;P Mechanic: _____</p>		



## Appendix E: JPATS Hangar Aircraft Launch and Recovery Operations

### General Requirements

- Ensure all aircraft logbook discrepancies are either corrected or properly deferred prior to flight and MEL / CDL / NEF / DDL Not to Exceed (NTE) repair dates have not been exceeded.
- Maintenance personnel must have the aircraft outside at least 2 hours prior to aircraft's scheduled departure time to ensure the aircraft is available for refueling operations.
- Ensure all Ground Support Equipment (GSE) is in proper operating condition and ready for use.
- Ensure JPATS ramp is clear of snow, ice, Foreign Object Debris (FOD), or any other potential impediment to safe aircraft operations.
- All aircraft marshalling will be performed with lighted wands.
- Any movement of GSE requires the use of a spotter while within 10 feet of any aircraft surface.

### Aircraft Departure

- Perform Pre-Departure Service Check.
- Position the aircraft outside to the designated refueling location.
- Connect ground power to the aircraft.
- Position the mobile airstairs to the L1 door and connect any other ground support equipment required such as the air-conditioning cart. Note: Air-conditioning cart must be connected to the aircraft from April 1<sup>st</sup> through September 30<sup>th</sup>, unless other guidance is obtained from the Contracting Officer's Representative (COR).
- Verify the flight deck windows are clean.
- Ensure the Daily Inspection was completed. Note: Daily Inspection must be completed after the last flight of each day or not later than 72 hours after the completion of the previous Daily Inspection, whichever occurs first.
- Ensure the Daily Inspection and the Airworthiness Release have been signed off in the aircraft logbook and the aircraft logbook is in the flight deck of the aircraft.
- Ensure all applicable servicing (lavatories, potable water, oxygen, etc.) was accomplished.
- For 737-800 aircraft, utilize the aft fuselage tail stand for passenger loading and unloading operations. Ensure aft fuselage tail stand is properly secured in the aft side of the forward baggage compartment. Reference AMM Task 07-11-08-800-801 for removal and installation instructions.
- After the APU is started and when requested by the Pilot in Command (PIC), remove all ground support equipment from the aircraft.
- Ensure the NLG Downlock Pin and the NLG Steering Bypass Pin are installed.
- Wait for the PIC to tell you brakes are released, and you have the aircraft.

- While utilizing the appropriate number of maintenance personnel to tow the aircraft, push the aircraft back and position the aircraft so it is pointing south, unless other instructions are received from the PIC.
- Once the aircraft is into the proper position, ask the PIC to set the brakes.
- Once the brakes are set, inform the other ground personnel to remove the NLG Downlock Pin and the NLG Steering Bypass Pin.
- Instruct the ground personnel to hold up the removed NLG pins and the MLG downlock pins so the PIC can clearly observe them from the left window.
- Once all pins are removed, inform the PIC, "If you look out your left window you will see all four landing gear pins."
- The PIC will confirm all pins are removed and you are cleared to remove the towbar and tug away from the aircraft. Disconnect the tug, towbar, and headset from the aircraft and move all GSE away from the aircraft.
- Once all GSE and ground personnel are clear of the aircraft, give the PIC an all clear signal
- Reposition the tug and towbar away from the aircraft.

### **Aircraft Arrival**

- As the aircraft is entering JPATS ramp from the taxiway, the Pilot in Command (PIC) is looking for guidance from the marshallers. The lead marshaller must be located at the front of the taxi line to ensure the PIC can observe all marshalling instructions.
- After marshalling the aircraft to the hold line, chock the NLG first, then install the NLG Downlock Pin, and the NLG Steering Bypass Pin prior to installing the towbar and hooking the tug to the towbar. Connect the headset to the flight interphone jack.
- Install the MLG Downlock Pins.
- For 737-800 aircraft, utilize the aft fuselage tail stand for passenger loading and unloading operations. Reference AMM Task 07-11-08-800-801 for removal and installation instructions.
- Position the mobile airstairs to the L1 door and connect electrical ground power and any other ground support equipment required such as the air-conditioning cart. Note: Air-conditioning cart must be connected to the aircraft from April 1<sup>st</sup> through September 30<sup>th</sup>, unless other guidance is obtained from the Contracting Officer's Representative (COR).
- If not performed by the PIC, shutdown the APU as soon as the flight crew leaves the flight compartment.

## Appendix F: Federal Bureau of Prisons (BOP) Federal Transfer Center (FTC) Aircraft Launch and Recovery Operations

### General Requirements

- Maintenance personnel must arrive at the BOP FTC at least 1 hour prior to aircraft's scheduled departure time.
- Ensure all Ground Support Equipment (GSE) is in proper operating condition and ready for use.
- Ensure BOP FTC ramp is clear of snow, ice, debris, or any other potential impediment to safe aircraft operations.
- Ensure all GSE and vehicle lights and beacons are turned off to ensure pilots are not distracted during taxiing operations.
- All aircraft marshalling will be performed with lighted wands.
- Any movement of GSE requires the use of a spotter while within 10 feet of any aircraft surface.
- Do not attempt to unlock or open any external service door to mitigate the potential for inadvertent emergency escape slide deployment.

### Aircraft Arrival

- As the aircraft is entering the BOP FTC Ramp from Gulf Taxiway, the Pilot In Command (PIC) is looking for guidance from the marshallers. The lead marshaller must be located at the front of the taxi line next to the jetbridge to ensure the PIC can observe all marshalling instructions.
- After marshalling the aircraft to the hold line for jetbridge operations, chock the NLG first, then install the NLG Downlock Pin, and the NLG Steering Bypass Pin prior to installing the towbar and hooking the tug to the towbar. Connect the headset to the flight interphone jack.
- For 737-800 aircraft, utilize the aft fuselage tail stand for passenger loading and unloading operations. Reference AMM Task 07-11-08-800-801 for removal and installation instructions.
- Position airstairs at the L2 door and adjust the height as needed.
  - Approach the aircraft slowly and follow the instructions of the ground spotter to ensure sufficient clearance is maintained between the aircraft and airstairs.
  - Ensure airstair railing is verified to be in the locked position to avoid inadvertent contact with the aircraft.
  - Ensure the airstairs are at the appropriate distance from the aircraft for safe door opening and closing and safe passenger loading and unloading operations.
  - Notify the cabin crew, through visual hand signals, the airstairs are in the proper location and the L2 door is safe to open.
- Connect the electrical ground power cart to the aircraft.

- Connect air-conditioning cart to the aircraft for passenger loading and unloading operations from April 1<sup>st</sup> through September 30<sup>th</sup>, unless other guidance is obtained from the Contracting Officer's Representative (COR), or the PIC.
- Complete a thorough walk-around inspection of the aircraft and assist the Flight Mechanic as needed.

## **Aircraft Departure**

- Observe cabin crew when heading back to the L2 door for departure. After all personnel have boarded the aircraft and the L2 door is closed and the exterior door handle is in the proper stowed position, lower airstairs, or mobile airstair truck, and back out, with the assistance of a ground spotter, to the parking area on the south end of BOP FTC ramp next to the curb.
  - Note: Ensure extreme caution is utilized when backing out the mobile airstair truck and sufficient clearance is maintained from all aircraft surfaces.
  - Note: The bottom step on the mobile airstair truck is moveable and will not clear the curb or any other obstacle that are higher than 8 inches.
- Ensure the electrical ground power cart is removed from the aircraft.
- Ensure the air-conditioning cart is removed from the aircraft.
- Monitor flight interphone on headset for instructions from the PIC.
- After the jetbridge is removed from the aircraft, ensure the L1 door is closed and the exterior door handle is in proper stowed position.
- For 737-800 aircraft, remove the aft fuselage tail stand. Reference AMM Task 07-11-08-800-801 for removal instructions.
- The PIC will ask for clearance for the B System hydraulic pressure; confirm with "hydraulics are clear".
- Ensure the NLG Downlock Pin and the NLG Steering Bypass Pin are installed.
- Wait for the PIC to tell you brakes are released, and you have the aircraft.
- While utilizing the appropriate number of maintenance personnel to tow the aircraft, push the aircraft back and position the aircraft so it is pointing towards the Gulf Taxiway entrance, unless other instructions are received from the PIC.
- Once the aircraft is into the proper position, ask the PIC to set the brakes.
- Once the brakes are set, inform the other ground personnel to remove the NLG Downlock Pin and the NLG Steering Bypass Pin.
- Instruct the ground personnel to hold up the removed NLG pins so the PIC can clearly observe them from the left window.
- Once both pins are removed, inform the PIC, "If you look out your left window you will see both NLG pins."
- The PIC will confirm both pins are removed and you are cleared to remove the towbar and tug away from the aircraft. Disconnect the tug, towbar, and headset from the aircraft and move all GSE away from the aircraft.

- Once all GSE and ground personnel are clear of the aircraft, give the PIC an all clear signal
- Reposition the tug and towbar if additional aircraft will be arriving or secure the equipment in the locked garage for the return of the aircraft in the evening.

### **Alternate Procedures**

- When requested by the JPATS Contracting Officer's Representative (COR), position the aircraft on the south end of the ramp south of the south jetbridge so the nose of the aircraft is facing west.
- Follow all other requirements listed in the Aircraft Arrival and Aircraft Departure Sections.

## Appendix G: Aircraft Flight Mechanic Responsibilities

### Prior to Departure

- Ensure the aircraft pitot tube covers, engine covers, and landing downlock gear pins are removed.
- Ensure the flight deck windows are clean.
- Ensure the Daily Inspection was completed. Note: Daily Inspection must be completed after the last flight of each day or not later than 72 hours after the completion of the previous Daily Inspection, whichever occurs first.
- Ensure Pre-Departure Service Check was completed prior to the first flight of the day.
- Ensure all discrepancies are either corrected or properly deferred and Not to Exceed (NTE) repair dates have not been exceeded.
- Ensure the Daily Inspection and the Airworthiness Release has been signed off in the aircraft logbook and the aircraft logbook is in the flight deck of the aircraft.
- Connect ground power to the aircraft.
- Position the mobile airstairs to the L1 door and connect any other ground support equipment required such as the air-conditioning cart. Note: Air-conditioning cart must be connected to the aircraft for passenger loading and unloading operations from April 1<sup>st</sup> through September 30<sup>th</sup>, unless other guidance is obtained from the Contracting Officer's Representative (COR).
- Ensure all applicable servicing (lavatories, potable water, oxygen, etc.) was accomplished.
- For 737-800 aircraft, utilize the aft fuselage tail stand for passenger loading and unloading operations. Ensure aft fuselage tail stand is properly secured in the aft side of the forward baggage compartment. Reference AMM Task 07-11-08-800-801 for removal and installation instructions.
- Ensure fuel receipt is given to the Pilot in Command (PIC).

### During Flight

- Notify JPATS Pilot in Command (PIC) of anything abnormal observed in flight such as noise, vibration, fumes, etc.
- Assist JPATS Flight Crewmembers as needed with aircraft and aircraft maintenance related issues.
- Assist JPATS Flight Crew with maintenance issues in the flight deck when requested by the PIC.

### Intermediate Stops

- Communicate with the JPATS Flight Crew before disembarking the aircraft to ensure any pilot reported discrepancies are either corrected or properly deferred prior to the next flight and to receive the outbound fuel load.

- For 737-800 aircraft, utilize the aft fuselage tail stand for passenger loading and unloading operations. Reference AMM Task 07-11-08-800-801 for removal and installation instructions.
- Complete a thorough walk-around inspection of the aircraft.
- Configure the fuel panel with the proper fuel load.
- Provide oversight of the refuel operation adhering to industry standard safety precautions.
- Coordinate with the JPATS Flight Crewmembers before leaving the vicinity of the aircraft.
- Ensure fuel receipt is given to the Pilot in Command (PIC).

### **Final Stop**

- Debrief the JPATS Flight Crewmembers (Pilots and Cabin Crewmembers) before disembarking the aircraft to ensure all discrepancies are properly documented in the aircraft logbook.
- For 737-800 aircraft, install the aft fuselage tail stand for passenger loading and unloading operations. Reference AMM Task 07-11-08-800-801 for removal and installation instructions.
- Notify JPATS Contracting Officer's Representative (COR) of all discrepancies.
- Complete a thorough walk-around inspection of the aircraft.
- Install aircraft pitot tube covers, engine covers, steering bypass pin, and landing gear downlock pins.
- Position the mobile airstairs to the L1 door, connect external electrical power, ensure the APU is shut down as soon as practical, and connect any other ground support equipment required such as the air-conditioning cart. Note: Air-conditioning cart must be connected to the aircraft for passenger loading and unloading operations from April 1<sup>st</sup> through September 30<sup>th</sup>, unless other guidance is obtained from the Contracting Officer's Representative (COR).

## Appendix H: Ground Servicing Equipment (GSE) List

<b>GSE Description</b>	<b>Serial Number</b>	<b>Bar Code</b>
Large Aircraft Tug (Eagle TT-12)	12213	F00713
Large Aircraft Tug (Eagle TT-12)	12263	F00708
Large Aircraft Tug (JBT B250)	155348	F00464
Large Aircraft Tug (International)		F00190
Small GSE Tug (NMC Wollard)	09C3200	F00746
Small GSE Tug (NMC Wollard)	09C3199	F00221
Small GSE Tug (NMC Wollard)	09C3201	F00406
Ground Power Unit (Tug Technologies)	10434	F00714
Ground Power Unit (Hobart)	301PS05976	F00115
Ground Power Unit (Hobart)	1951PS01004	F00761
Ground Power Unit (Hobart)	302PS06662	F00781
Ground Power Unit (Hobart)	109PS14168	F00816
Air Conditioning Cart (DAVCO)	7263	F00227
Air Conditioning Cart (Trilectron)	244168	F00445
Forklift (Tusk)	215120A	F00229
Forklift (Nissan)	BF05300014	F00108
Mobile Airstair Truck (Ford)	1FD3F36598EC87915	K36740
Ride-On Floor Scrubber (Tennant T7)	27-10987629	F00479
Ride-On Floor Scrubber (Eagle CT230)	800246442	F00498
Genie Lift (Model GS-3246)	GS4615A-137862	F00563
Lavatory Service Cart (Model LC180-RJ2-E)	30089	F00750



## Appendix I: JPATS Aircraft Cleaning Checklist

Aircraft Registration Number:	
Date and Time Started: _____	Date and Time Completed: _____
<b>Flight Deck</b>	<b>Signature</b>
1. Remove all trash.	
2. Clean all windows inside and out. Reference AMM Chapter 12-16-02.	
3. Wipe down displays, flight controls, throttle controls, glare shield and switches. Note: Use only dry microfiber cloth on displays.	
4. Vacuum flight deck floor.	
<b>Lavatories</b>	
1. Service lavatory. Reference AMM Chapter 12-17-00 (737-400's) or AMM Chapter 12-17-01 (NG). Note: If the aircraft is left outside and temperatures are below freezing or expected to be below freezing, lavatory is to remain empty and only reserviced before flight.	
2. Clean the lavatory sink, counters, and toilet with Clorox Clean-Up.	
3. Empty the lavatory trash can.	
4. Clean lavatory floor using Pine-Sol or Clorox Clean-Up. Note: Ensure no excess water remains on floor.	
5. Sanitize surfaces with JPATS provided electrostatic sprayer.	
<b>Cabin</b>	
1. Remove all trash from the cabin to include the floors, seats, and any closets. Note: If any biohazardous waste is discovered while cleaning the cabin, notify the Contracting Officer's Representative (COR) for corrective action.	
2. Vacuum and mop aircraft moon mat with Pine-Sol. Note: Ensure no excess water remains on floor after mopping.	
<b>Galleys</b>	
1. Empty trash cans. Note: The forward galley has 1 trash can and the aft galley has 2 trash cans.	
2. Wipe down all surfaces in the galley to include counter tops, carts and trash can lids with Clorox Disinfecting Wipes or Clorox Clean-Up.	
3. The Biohazardous Bin in the forward galley is the responsibility of the cabin flight crew. If anything is discovered in this receptacle, notify the Contracting Officer's Representative (COR) for corrective action.	

Galleys (Continued)	Signature
4. Vacuum and mop galley moon mat with Pine-Sol. Note: Ensure no excess water remains on floor.	
Potable Water	
1. Service the potable water system. Reference AMM Chapter 12-14-00 (737-400's) or AMM Chapter 12-14-01 (NG). Note: If the aircraft is left outside and temperatures are below freezing or expected to be below freezing, lavatory is to remain empty and only reserviced before flight.	

## Appendix J: Security Requirements

The Contract Maintenance Provider shall ensure that the person(s) to be utilized in the performance of this contract shall have submitted to the federal government completed security / suitability background investigation required in this clause. The intent and purpose of the investigation is to preclude the assignment of any individual who poses a threat or unacceptable risk to the United States Marshals Service (USMS) due to past unlawful / inappropriate behavior or any issues which negatively affect his / her suitability for work on a USMS contract. The contractor shall assure that each prospective contract or sub-contract employee furnishes all required data in the form and format determined by the USMS Office of Security Programs (OSP) or the Security Programs Manager.

The government reserves the right to reject any personnel proposed to work on this contract if any derogatory information is discovered during or after the background investigation. The government also reserves the right to reinvestigate any individual working on this contract, as deemed necessary.

After completion of the background investigation, the government will review the results and determine if the individual is suitable to perform under the contract. The contractor will be informed of the suitability determination for each person in writing. The contractor is prohibited from allowing or directing any individual to perform under this contract prior to the authorization of OSP.

### **Acceptability of Previous Investigations / Clearances**

Whenever a contract employee has been the subject of a prior background investigation that was conducted by an investigative unit of another federal government agency and the investigation meets the standards prescribed in the following paragraphs, an approval may be granted provided that: there has been no continuous (not cumulative) break in federal contract/service employment of more than two (2) years, and the required investigation was conducted no more than 60 months prior to the date of the award and a favorable adjudicative decision was made. If the prior investigation does not meet such standards, a supplemental or additional investigation shall be conducted. Even though a previous investigation is accepted as meeting the standard, a current FBI National Crime Information Center (NCIC) check must be completed. An OF-306, Declaration for Federal Employment and a Department of Justice Form 555 may also be required. Acceptance of a prior investigation does not in and of itself convey approval for access to USMS facilities or information systems. The OSP will be the final authority on the suitability of the previous investigation.

### **Provisions Required by Homeland Security Presidential Directive 12 (HSPD-12)**

These positions are to be considered moderate risk public trust positions. Work under this contract is SENSITIVE BUT UNCLASSIFIED (SBU). Applicants selected, and

subsequently approved by the USMS, will have limited unescorted access to USMS space while in the performance of their duties and during normal business hours.

All personnel employed by the Contract Maintenance Provider under this Performance Work Statement (PWS) are subject to meeting personnel security requirements as set forth by the USMS and other applicable rules and regulations. Contract personnel, who require access to a USMS facility for six months or longer and / or who require "unescorted access" to USMS space and / or access to USMS IT systems, will be subject to identity proofing and other provisions of HSPD-12. A USM-394 is designed for this purpose. Contractor applicants must appear in person before the COR, or other government employee, or an authorized representative of the contracting company and present two original forms of proper identification, one of which is a valid federal, state or county government issued picture identification. Please refrain from using a Social Security card or a copy of a birth certificate. (Photo ID's are usually the best). The USMS representative or other authorized representative must then authenticate the identity of each person and complete sections II of the USM-394 and sign on the appropriate line. The contractor must supply an e-mail address for each applicant and must be included on the USM-394. The OSP team will then create an online account in the Office of Personnel Management (OPM) system known as the Electronic Questionnaire Investigative Processing (e-QIP) and transmit instructions via e-mail to the applicant or point of contact if a new background is needed. The contractor applicant must comply with the instructions as failure to do so could adversely affect their ability to commence work. The OSP will advise the COR of the results of the background investigation by issuing either an approval or disapproval notice.

The Contract Maintenance Provider is responsible for pre-screening prospective employees for suitability to work on this contract and for assuring that all prospective employees have a Government performed background investigation completed prior to assignment to the contract. The Contract Maintenance Provider will ensure that the personnel to be utilized in the performance of this contract have been approved by the USMS Office of Security Programs (OSP) as a result of the Government performed background investigation required by this contract section. The Contract Maintenance Provider will assure that each prospective contract employee or sub-contract employee furnishes all required data in the form and format determined by the USMS OSP. Also, the Contract Maintenance Provider will ensure that each prospective contractor submits the required forms in connection with a Government performed suitability investigation PRIOR to work on this contract.

The OSP may grant a temporary waiver (conditional approval) after receipt of favorable NCIC/NLETS inquiries, a review of a recently completed security questionnaire, favorable results of the FBI fingerprint check and verification of the scheduled date by OPM of the required background investigation, and if a written request was forwarded to and approved by the Assistant Chief in OSP.

For the duration of this contract, the Contract Maintenance Provider or COR shall report to the OSP any significant incidents involving individuals previously cleared and assigned to this contract. Significant incidents include, but are not limited to, arrests, convictions, adverse civil judgments, liens, seriously delinquent financial accounts, or administrative disciplinary actions or any other matter which could negatively affect the integrity and efficiency of the USMS. Based on the information provided, the USMS OSP will make a determination as to whether an employee may continue to work on this contract. Persons convicted of felonies will be considered unsuitable for employment under this contract as well as other serious crimes even if not a felony. Each arrest history will be reviewed carefully. If the Contract Maintenance Provider fails to report current significant incidents and the USMS subsequently uncovers such information, the matter could be referred to the USMS Office of General Counsel and / or the Procurement Office for further review for default. Upon separation, all employees of the Contract Maintenance Provider must submit a USM-199 to the COR.

### **Employment of Foreign Nationals**

In compliance with Section 24, Personnel Security, of DOJ Order 2640.2, as amended, Information Technology Security, foreign nationals are not authorized to access or assist in the development, operation, management or maintenance of Department of Justice IT systems including all component systems unless a waiver is granted by the Head of the Component, with the concurrence of the Department of Justice Department Security Officer (DSO) and the Chief Information Officer (CIO).

### **Background Investigation Documentation**

All JPATS Contract Employees must undergo a background investigation comparable to that of a JPATS employee occupying a position of the same sensitivity level or having access to the same or similar types of information. Contract Employees must submit the following documentation to begin the background investigation process:

- USM-394, Personal Identity Verification (PIV) / Building Access Card Request Form
  - Must complete Section I and II
- DOJ-555, Fair Credit Reporting
- OF-306, Declaration of Federal Employment
- Applicants Resume
- Two (2) forms of ID's (for acceptable forms of ID, see USCIS Form I-9)

# ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2

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**U.S. Marshals Service (USMS)**  
**Justice Prisoner & Alien Transportation System**  
Aircraft Full Maintenance and Logistics Support Services

## **General**

The date/time for quote submission is June 29, 2023 @ 11:00 am CST.

Period of acceptance of offers: 120 days

Each Offeror shall submit a written proposal(s) to be considered for the award of a contract. Offeror's proposal(s) shall be submitted in two (2) separate parts -- one titled "Technical Proposal" and the other titled "Business/Price Proposal," in accordance with instructions set forth in this section.

The quote(s) shall be prepared simply and economically, providing a straightforward, concise description of aircraft maintenance services being offered and the Offeror's capabilities to perform satisfactorily under the contract being solicited. The quote shall therefore be practical, legible, clear and coherent. In order for the evaluations to be accomplished strictly on the merit of technical material submitted, **no pricing information is to be included in the technical quote.**

The Offerors shall not propose any additional/different CLINs other than that as shown in this solicitation.

Offerors are cautioned against discussing the preparation of their proposal or technical questions with Government technical personnel. The circumstances of such contact, when verified, may result in the non-consideration of the Offeror's proposal. Discussions with Government technical personnel concerning the specifications, the documents incorporated by reference, pricing, or any other technical matters are strictly forbidden. Accordingly, all communications prior to award shall be directed to the Contracting Officer.

## **Proposal Organization and Content**

Proposals submitted in response to this solicitation shall be formatted in accordance with the instructions provided in this section. Offerors shall furnish proposals in separately bound volumes in the quantities specified below. Each volume shall be complete in itself in order that evaluation of one volume may be accomplished independently of, and concurrently with the evaluation of the others.

To aid in evaluation of the proposals, all proposals shall follow a format that mirrors the evaluation factors set forth in the solicitation. Each Offeror shall submit the following number of proposals:

### **Volume 1 - Technical Proposal(s)**

### **Volume 2 - Business/Price Proposal(s)**

The information set forth in this Section is required to insure that Offerors have fully indicated their understanding of the Government's requirement. Failure to furnish full and complete information requested may cause an offer to be determined unacceptable.

# **ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2**

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**U.S. Marshals Service (USMS)**  
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Each page within each volume shall be numbered using a consistent numbering scheme. This scheme shall also be used for all supporting documentation such as charts, figures, etc. included in each volume. This means each attachment, appendix; chart, etc. may be pre-numbered or sequentially numbered within itself.

All pages shall have appropriate left margins. The technical proposal shall not exceed 100 pages in length. Type (font) size must be no less than 10 point and no more than 12 point for general text.

An Executive Summary (or cover letter) shall accompany the proposal to set forth which Operational Site (Oklahoma City, Kansas City, or both sites) is being proposed and any information (or limitations) that the Offeror wishes to bring to the attention of the Government. The Government will evaluate the proposals it receives to service the Oklahoma City site and Kansas City site separately from each other. If an Offeror submits a proposal for both the Oklahoma City and Kansas City sites, the Government retains the unilateral right to award a contract to the Offeror for one, both, or none of the sites proposed. If the Offeror submits a proposal covering both sites and intends to perform the contract only if it is awarded both sites, the Offeror's proposal must clearly indicate such condition prohibiting the Government from awarding the offeror a contract for only one of the two sites. This letter shall be considered part of the Offeror's proposal and shall be included in Volume 1 - Technical Proposal.

## **VOLUME 1 – TECHNICAL**

The technical proposal shall be crafted to address the following technical evaluation factors succinctly and clearly without excess verbiage.

### **Factor 1: Maintenance Approach**

The Offeror must submit their 14 CFR Part 25, 91, and 145 Repair Station Certificate and Operations Specifications (OpSpec) to clearly identify they possess the appropriate ratings to maintain the Boeing 737-400, 737-700, and 737-800 Aircraft. Offerors must clearly identify their maintenance approach for both scheduled and unscheduled maintenance at the:

- Oklahoma City, Oklahoma Operational Site, and / or
- Kansas City, Missouri Operational Site, and
- At any location nationwide where the aircraft may require unscheduled maintenance

Offerors must clearly demonstrate how their intended approach meets the standards for 14 CFR Part 25, 91, and 145. Offerors must clearly identify their maintenance approach to schedule, track, and document all maintenance and inspections, as well as the type and format for providing an appropriate technical data library. Offerors must clearly identify their approach to provide adequate levels of logistical support.

# **ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2**

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**U.S. Marshals Service (USMS)**  
**Justice Prisoner & Alien Transportation System**  
Aircraft Full Maintenance and Logistics Support Services

## **Factor 2: Staffing Plan / Key Personnel**

Offerors must provide a staffing plan (for each operational site proposed) detailing the number of personnel, level, roles, and responsibilities. Offerors must identify all Key Personnel and provide their resumes (3-page limit per resume) along with their Letter of Intent or evidence that the key personnel will be available for performance if the Offeror receives the award(s). Key Personnel are to be full-time and dedicated solely to this requirement. Key Personnel cannot be added, replaced, or removed without JPATS approval.

## **Factor 3: Recruitment and Retention Plan**

Offerors must provide their company's recruitment and retention plan. Offerors are required to explain the method use to recruit personnel to ensure that services will commence on the date set forth in the solicitation, and describe a recruitment and replacement plan demonstrating how required staffing would be maintained throughout the life of the contract.

## **Factor 4: Aircraft Maintenance Experience**

The Offeror must describe their experience during the past five (5) years in providing aircraft maintenance, line servicing, and logistics support service of similar size, complexity, and scope to either public or private sector entities. The government requires this information to assess whether the Offeror has sufficient experience performing similar work.

The Offerors must provide up to five (5) references, no more than one (1) page each in length. At a minimum, the references must include:

- The Customer's Name
- Point of Contact
- Period of Performance
- Total Dollar Value of the Contract, and
- A Brief Description of the Work Performed

## **Factor 5: Transition Plan**

For each Operational Site, the Offeror must provide a transition plan that clearly identifies all required actions for a successful implementation of this contract in accordance with the Performance Work Statement (PWS). The Contractor's Transition-In Plan shall:

- Include provisions for a seamless transition from the out-going incumbent Contractor(s) to the new incoming Contractor.
- Encompass a comprehensive understanding of the USMS transition imperatives and establish plan with detailed timelines and activities to transition, including the proposed process, requirements, and transition management guidance.
- Include a Transition Approach summary element including proposed schedule and milestones to ensure minimal disruption of service.



# ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2

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**U.S. Marshals Service (USMS)**  
**Justice Prisoner & Alien Transportation System**  
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- Identify and discuss the roles and responsibilities of the departing Contractor(s) and the information expected from the departing Contractor(s) staff for successful transition.
- Identify any actions for consideration on the part of the Government.
- Incorporate constant monitoring of activities in order to complete all tasks on schedule, identify and mitigate all risks to successful transition, and to address all issues in a timely manner.

The transition plan must include dates after receipt of award, significant actions, and identification of any action(s) that may require Government support.

## **VOLUME 2 – BUSINESS / PRICE PROPOSAL(S)**

The Business/Price proposal(s) shall be submitted in the following format:

**Business:** Offerors shall submit their Business proposal consisting of a Cover Letter including Contractor/Offeror Name, Address, Telephone Number, CAGE Code, and UEI Number and any Discount Terms. The letter shall be signed by an authorized representative with the authority to bind the Offeror to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document.

### **Factor 6: Price**

Offerors shall complete the Contract Line Item (CLIN) structure provided for the Base Year and all Option Years for the JPATS operational site in Oklahoma City and/or Kansas City.

Offerors must submit a price proposal for each operational site proposed (Oklahoma City, Oklahoma and / or Kansas City, Missouri).

**Exceptions:** to Terms and Conditions or Conditional Assumptions – Indicate the Section number and paragraph of the requirements to which the exception or conditional assumption is taken, Paragraph Title/Page no., and the reason for the exception or conditional assumption. This response shall also include any exceptions to the pricing requirements and the Statement of Work. Exceptions will not, in and of themselves, automatically cause a proposal to be deemed unacceptable unless they result in material deviation(s) from the requirements.

**Representations and Certifications:** The Offeror must check or complete all applicable boxes or blocks in the paragraphs under FAR Clause 52.212-3, Offeror Representations and Certifications – Commercial Items of this solicitation and resubmit the completed section as part of the proposal or certify that such information is available under the System for Award Management (SAM).

**Small Business Subcontracting Plan:** The Offeror, if a large business concern (i.e. any prime that does not qualify as a “small business” as defined in this Solicitation) shall prepare and submit its small business subcontracting plan with this solicitation. The U.S. Marshals Service’s overall subcontracting goals for procurement dollars spent each fiscal year are:

# ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2

**U.S. Marshals Service (USMS)**  
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- Small Business (SB) – 38%
- Small Disadvantaged Business (SDB) – 5%
- Women-Owned Small Business (WOSB) – 5%
- Service-Disabled Veteran Owned Small Business (SDVOSB) – 3%
- HUBZone – 3%

The plan should be submitted in accordance with the USMS Small Business Subcontracting Plan Template which is attached to this solicitation.

**Certification of Conditions Under FAR 22.1003-4(d)(2)(ii) through (v):** The offer must certify that services under this requirement meet the conditions list in clause 52.222-52. There is a check box to provide certification under provision 52.222-52, which is attached to this solicitation. If the offeror does not certify, then they will be determined to be unresponsive.

## **Inquiries/Site Visit**

Any questions concerning the RFQ must be submitted in writing via email: Victor.J.Stamps@usdoj.gov to Victor J. Stamps, Contracting Officer, not later than 11:00 am CST, June 22, 2023.

The Government plans to answer questions and publish a consolidated set of questions (redacted to remove questioner identities) and Government responses, as an Amendment to the Solicitation. Any questions received after the above date shall be answered on an optional, best-effort basis only.

The Government plans to hold two (2) Site Visits (one at each location). The purpose is to clarify any concerns interested Offerors may have with the solicitation documents, scope of work and other details of the requirement. The Site Visit(s) will also provide interested Offerors an opportunity to tour the facilities.

<b><u>Facility</u></b>	<b><u>Date</u></b>	<b><u>Time</u></b>
Oklahoma City OK	June 13th	1:30 pm CST
Kansas City MO	June 15th	1:30 pm CST

Interested Offerors must provide the Contracting Officer (via e-mail) the name of the company and a list of individuals that plan on attending and which facility. This information must be provided not later than 11:00 am CST, June 9, 2023. Due to the limit amount of space, no more than three (3) individuals per company may attend. Attendance is not required to submit a proposal. The results of the Site Visit along with any questions/responses will be published as an Amendment to the Request for Proposal.

## **Proposal Submission**

The due date and time for submission of offers is no later than June 29, 2023 at 11:00 am Central Standard Time.

# **ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2**

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**U.S. Marshals Service (USMS)**  
**Justice Prisoner & Alien Transportation System**  
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All cost or pricing information shall be addressed ONLY in the Supplies or Services and Costs/Prices section for each line item unit and extended prices. Be sure to fill in the line items for each option, if applicable.

## **Preparation of Proposal**

You must submit the following documentation as part of your proposal:

1. Signed and Dated SF-1449 and completed Offeror's Information
2. Signed and Dated Standard Form SF-30 (Amendment of Solicitation/Modification Of Contract) [If any amendments were issued]
3. Technical Proposal
4. Business/Price Proposal(s) – Pricing for all line items

Quotations may be emailed to the following address: Victor.J.Stamps@usdoj.gov

Proposal Validity – By submission of its signed offer, the Offeror attests to its validity for evaluation, acceptance and award purposes for a period not less than one hundred and twenty (120) calendar days from the Solicitation Closing Date. If the Offeror wishes to propose a longer proposal validity period, it may so state its length in the Business Proposal cover letter.

Confirmation of receipt of quotes is the sole responsibility of the Contractor.

## **ADDENDUM TO FAR CLAUSE 52.212-2, EVALUATION – COMMERCIAL ITEMS.**

### **General**

Award will be made to the Offeror whose quote pursuant to the RFQ is determined to be in the best interests of the Government.

The Offeror's compliance with those minimum standards is a prerequisite to an affirmative determination of responsibility as defined by Section 9.104-1 of the Federal Acquisition Regulation.

### **Basis for Award**

The Government intends to award a Hybrid Contract that includes Firm Fixed Price and Time and Materials Contract Line Items (CLINs) to the responsible Offeror or Offerors whose quotes represent the best value to the Government based on the following criteria:

- Factor 1: Maintenance Approach
- Factor 2: Staffing Plan/Key Personnel Qualifications
- Factor 3: Recruitment and Retention Plan
- Factor 4: Aircraft Maintenance Experience
- Factor 5: Transition Plan
- Factor 6: Price

A description of what is required and will be evaluated for each factor is provided below.

# ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2

**U.S. Marshals Service (USMS)**  
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A comparative analysis will be performed for each evaluation factor identified in the solicitation. Confidence ratings provided below under Evaluation Criteria will be utilized when evaluating Factors 1 through 4 and will be used to support the best value tradeoff decision.

For the purposes of conducting the comparative analysis and identifying the tradeoff for best value, the following will be considered:

- A lower price may be traded off for more advantageous offer.
- Quote with highest non-factor merit may not be in the best interest of the Government or
- Price may be the tiebreaker for equal non-price factors.

## **Evaluation Criteria**

The evaluation will be performed using confidence ratings (Table 1).

**Table 1 – Confidence Ratings**

<b>High Confidence</b>	The Government has <i>high confidence</i> that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention.
<b>Some Confidence</b>	The Government has <i>some confidence</i> that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with <i>some</i> Government intervention.
<b>Low Confidence</b>	The Government has <i>low confidence</i> that the Offeror understands the requirement, does not propose a sound approach, or will be successful in performing the contract even with Government intervention.

The Government will evaluate the Offeror's proposed maintenance approach based on their demonstrated understanding of the objectives of the PWS and planned execution of the project and will be assigned a confidence rating Factors 1 through 4. The following elements will be evaluated:

### **Factor 1: Maintenance Approach**

The Government will evaluate the feasibility, effectiveness, efficiency, and soundness of the Offerors approach to the performance of maintenance, both line maintenance and heavy maintenance (including scheduled and unscheduled), line servicing, logistics support services, and all other activities required by the Performance Work Statement (PWS). The Government will assess the offeror's approach to respond to rapidly emerging issues, conditions, and the implementation of risk mitigation strategies to maintain performance, quality, schedule, and mission requirements. The Government will evaluate the Offeror's 14 CFR Part 25, 91, and 145 Repair Station Certificate and Operations Specifications

# **ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2**

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**U.S. Marshals Service (USMS)**  
**Justice Prisoner & Alien Transportation System**  
Aircraft Full Maintenance and Logistics Support Services

(OpSpec) to ensure the Offerors possess the appropriate ratings to maintain the Boeing 737-400, 737-700, and 737-800 Aircraft.

## **Factor 2: Staffing Plan / Key Personnel**

The Government will evaluate the Offeror's staffing plan to determine if it appears realistic and reasonable and will meet the requirements of the Performance Work Statement (PWS). The Government will evaluate the education, experience, certifications, and accomplishments of Key Personnel to determine the degree to which they possess the qualifications to perform their proposed duties under the contract.

## **Factor 3: Recruitment and Retention Plan**

The Government will evaluate the Offeror's innovation in its approach to recruit as well as retain a skilled workforce.

## **Factor 4: Aircraft Maintenance Experience**

The Government will evaluate the extent and relevance of the Offeror's experience in providing aircraft maintenance, line servicing, and associated logistics support services similar in size, scope, and complexity to what is described in the Performance Work Statement (PWS). In other words, the Government will review whether the Offeror has performed similar work, the frequency it performed such work, and for how long it has performed such work.

## **Factor 5: Transition Plan**

The Transition Plan will be evaluated as compliant or non-compliant with the instructions provided. Failure to submit a transition plan with the minimum criteria provided and, in the format, required in the instructions may result in the quote being considered non-conforming to the solicitation and at the sole discretion of the Contracting Officer the offer will not be further considered for the award.

## **Factor 6: Price**

Based on the responses received the Government will determine the avenue that best meets its needs on whether to award two awards, one for each operation site propose or one award for both operational sites proposed.

For the purposes of the price evaluation, the total evaluated price will be the sum of the base period and all options years for the Monthly Aircraft Maintenance, Line Servicing, and Logistics Support Services for each operational site proposed.

# ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2

**U.S. Marshals Service (USMS)**  
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Aircraft Full Maintenance and Logistics Support Services

Pricing should be complete and subjective to each individual location. Vendors shall make sure costs for Oklahoma City, Oklahoma location are wholly confined to Oklahoma City, Oklahoma and costs for Kansas City, Missouri are wholly confined to Kansas City, Missouri. Even if an Offeror you can provide services at both locations there is no guarantee that offeror will receive an award for get awarded both locations.

Oklahoma City, Oklahoma Base Period: October 1, 2023 to September 30, 2024					
CLIN	Services	U/I	QTY	Price	Total
0001	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	12		
0002	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	1		
0003	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	1		
0004	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	1		
0005	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	1		
0006	Travel Expenses (Reimbursable at Cost)	LT	1		
0007	Overtime (Labor Rate at \$_____ Per Hour)	LT	1		
Base Year Total					

Oklahoma City, Oklahoma Option Year 1: October 1, 2024 to September 30, 2025					
CLIN	Services	U/I	QTY	Price	Total
1001	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	12		
1002	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	1		
1003	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	1		
1004	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	1		
1005	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	1		
1006	Travel Expenses (Reimbursable at Cost)	LT	1		
1007	Overtime (Labor Rate at \$_____ Per Hour)	LT	1		
Option Year 1 Total					

# ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2

U.S. Marshals Service (USMS)  
Justice Prisoner & Alien Transportation System  
Aircraft Full Maintenance and Logistics Support Services

Oklahoma City, Oklahoma Option Year 2: October 1, 2025 to September 30, 2026					
CLIN	Services	U/I	QTY	Price	Total
2001	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	12		
2002	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	1		
2003	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	1		
2004	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	1		
2005	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	1		
2006	Travel Expenses (Reimbursable at Cost)	LT	1		
2007	Overtime (Labor Rate at \$_____ Per Hour)	LT	1		
Option Year 2 Total					

Oklahoma City, Oklahoma Option Year 3: October 1, 2026 to September 30, 2027					
CLIN	Services	U/I	QTY	Price	Total
3001	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	12		
3002	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	1		
3003	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	1		
3004	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	1		
3005	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	1		
3006	Travel Expenses (Reimbursable at Cost)	LT	1		
3007	Overtime (Labor Rate at \$_____ Per Hour)	LT	1		
Option Year 3 Total					

# ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2

U.S. Marshals Service (USMS)  
Justice Prisoner & Alien Transportation System  
Aircraft Full Maintenance and Logistics Support Services

## Oklahoma City, Oklahoma Option Year 4: October 1, 2027 to September 30, 2028

CLIN	Services	U/I	QTY	Price	Total
4001	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	12		
4002	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	1		
4003	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	1		
4004	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	1		
4005	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	1		
4006	Travel Expenses (Reimbursable at Cost)	LT	1		
4007	Overtime (Labor Rate at \$_____ Per Hour)	LT	1		
Option Year 4 Total					

## Oklahoma City, Oklahoma Option to Extend per FAR 52.217-8: October 1, 2028 to March 31, 2029

CLIN	Services	U/I	QTY	Price	Total
5001	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	6		
5002	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	.5		
5003	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	.5		
5004	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	.5		
5005	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	.5		
5006	Travel Expenses (Reimbursable at Cost)	LT	.5		
5007	Overtime (Labor Rate at \$_____ Per Hour)	LT	.5		
Option to Extend NTE Six Months Total					



# ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2

U.S. Marshals Service (USMS)  
Justice Prisoner & Alien Transportation System  
Aircraft Full Maintenance and Logistics Support Services

Kansas City, Missouri Base Period: October 1, 2023 to September 30, 2024					
CLIN	Services	U/I	QTY	Price	Total
0008	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	12		
0009	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	1		
0010	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	1		
0011	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	1		
0012	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	1		
0013	Travel Expenses (Reimbursable at Cost)	LT	1		
0014	Overtime (Labor Rate at \$_____ Per Hour)	LT	1		
Base Year Total					

Kansas City, Missouri Option Year 1: October 1, 2024 to September 30, 2025					
CLIN	Services	U/I	QTY	Price	Total
1008	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	12		
1009	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	1		
1010	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	1		
1011	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	1		
1012	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	1		
1013	Travel Expenses (Reimbursable at Cost)	LT	1		
1014	Overtime (Labor Rate at \$_____ Per Hour)	LT	1		
Option Year 1 Total					

# ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2

U.S. Marshals Service (USMS)  
Justice Prisoner & Alien Transportation System  
Aircraft Full Maintenance and Logistics Support Services

Kansas City, Missouri Option Year 2: October 1, 2025 to September 30, 2026					
CLIN	Services	U/I	QTY	Price	Total
2008	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	12		
2009	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	1		
2010	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	1		
2011	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	1		
2012	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	1		
2013	Travel Expenses (Reimbursable at Cost)	LT	1		
2014	Overtime (Labor Rate at \$_____ Per Hour)	LT	1		
Option Year 2 Total					

Kansas City, Missouri Option Year 3: October 1, 2026 to September 30, 2027					
CLIN	Services	U/I	QTY	Price	Total
3008	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	12		
3009	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	1		
3010	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	1		
3011	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	1		
3012	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	1		
3013	Travel Expenses (Reimbursable at Cost)	LT	1		
3014	Overtime (Labor Rate at \$_____ Per Hour)	LT	1		
Option Year 3 Total					

# ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2

**U.S. Marshals Service (USMS)**  
**Justice Prisoner & Alien Transportation System**  
Aircraft Full Maintenance and Logistics Support Services

<b>Kansas City, Missouri Option Year 4: October 1, 2027 to September 30, 2028</b>					
<b>CLIN</b>	<b>Services</b>	<b>U/I</b>	<b>QTY</b>	<b>Price</b>	<b>Total</b>
<b>4008</b>	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	12		
<b>4009</b>	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	1		
<b>4010</b>	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	1		
<b>4011</b>	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	1		
<b>4012</b>	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	1		
<b>4013</b>	Travel Expenses (Reimbursable at Cost)	LT	1		
<b>4014</b>	Overtime (Labor Rate at \$_____ Per Hour)	LT	1		
<b>Option Year 4 Total</b>					

<b>Kansas City, Missouri Option to Extend per FAR 52.217-8: October 1, 2028 to March 31, 2029</b>					
<b>CLIN</b>	<b>Services</b>	<b>U/I</b>	<b>QTY</b>	<b>Price</b>	<b>Total</b>
<b>5008</b>	Aircraft Maintenance, Line Servicing, and Logistics Support Services (Firm Fixed Price)	MO	6		
<b>5009</b>	Materials, Supplies, and Parts (Reimbursable at Cost)	LT	.5		
<b>5010</b>	Ground Support Equipment Maintenance Services (Reimbursable at Cost)	LT	.5		
<b>5011</b>	Heavy Maintenance (Labor Rate at \$_____ Per Hour)	LT	.5		
<b>5012</b>	Airworthiness Directive and Service Bulletins (Labor Rate at \$_____ Per Hour)	LT	.5		
<b>5013</b>	Travel Expenses (Reimbursable at Cost)	LT	.5		
<b>5014</b>	Overtime (Labor Rate at \$_____ Per Hour)	LT	.5		
<b>Option to Extend NTE Six Months Total</b>					

**Best Value and Award Determination** – The U.S. Marshals Service contemplates the award of a contract to the Offeror whose proposal, meeting the requirements of this RFQ, offers the best value to the Government. In determining which offer represents the best overall value, the Government will consider Maintenance Approach, Staffing Plan / Key Personnel Qualifications, Recruitment and Retention Plan, Aircraft Maintenance Experience, and Transition Plan.

# **ADDENDUM TO FAR CLAUSE 52.212-1 & 52.212-2**

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**U.S. Marshals Service (USMS)**  
**Justice Prisoner & Alien Transportation System**  
Aircraft Full Maintenance and Logistics Support Services

For award purposes, the technical evaluation factors (Maintenance Approach, Staffing Plan / Key Personnel Qualifications, Recruitment and Retention Plan, Aircraft Maintenance Experience, and Transition Plan) when combined, are significantly more important than price. The best value determination will be made as follows:

The total evaluated price will be the determining factor for award where two or more proposals are considered substantially technically equal. That is, where the government determines that the technical factors (Maintenance Approach, Staffing Plan / Key Personnel Qualifications, Recruitment and Retention Plan, Aircraft Maintenance Experience, and Transition Plan) of each Offeror are NOT significantly different among competing proposals, then the proposal with the lowest evaluated price will be selected for award.

If the Government determines that there are significant technical differences between the capabilities of two or more Offerors, then a more expensive offer may be selected for award where the Government determines that the value of the selected proposal is worth the price differential.

## USMS Small Business Subcontracting Plan Template

Notice to Offerors: USMS provides this model plan as a tool. You must adapt this model plan to fit your subcontracting situation. The plan is NOT a fill-in-the-blank form and **you must remove instructional language**. USMS expects offerors to thoroughly review the requirements set forth in FAR 19.704, Subcontracting Plan Requirements and FAR clause 52.219-9, Small Business Subcontracting Plan before submitting their subcontracting plans.

### SUBCONTRACTING GOALS: How to do the math tips

Subcontracting goals are subject to change, based on recent achievement levels and as negotiated with the Small Business Administration (SBA). SBA is responsible for the Federal Government Goaling Program and their website at [www.sba.gov](http://www.sba.gov) includes details and background on the goaling process.

- Total estimated subcontracting dollars (or spend) planned to all types of business concerns must be provided, then separately state the dollars that will be subcontracted to each category. All percents for each category will be expressed as a percentage of the total subcontracting dollars to all concerns (both large and small)\*.
- The Small business dollar amount must include all sub-group category amounts; i.e., HUBZone, SDB, WOSB, VOSB, SDVOSB (plus any “other small” businesses that do not fall within one of these specified subgroups). Again note that Alaskan Native Corporations (ANCs) and Indian tribes will be included in the SDB and total small amounts.

\* Only the large plus all small should equal the total in both dollars and percents. Do **not** add together subgroups to reach the total Small figure, as the same dollars can be double and triple counted for each group as applicable to the company receiving the order.

	<b>Sample Dollars</b>	<b>Example</b>
Total dollars to be subcontracted (to both Large and Small Business)	\$1,000,000	100%
*To Large Businesses	\$700,000*	*70%
*To all Small Businesses (includes HUBZone Small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, Service-Disabled Veteran-Owned Small, and Other Small Business Concerns)	\$300,000*	*30%
To HUBZone Small Businesses	\$30,000	3%
To Small Disadvantaged Businesses (includes ANC or Indian Tribes)	\$50,000	5%
To Women-Owned Small Businesses	\$50,000	5%
To Veteran-Owned Small Businesses (includes SDVOSB below in this total)	\$30,000	3%
To Service-Disabled Veteran-Owned Small Businesses	\$30,000	3%

**NOTE:** The total \$300,000 to all Small businesses already includes each subgroup (HUBZone, SDB, ANCs, WOSB, VOSB, and SDVOSB), plus other small businesses that are only small and do not fall into a specified category.

\*\*\*\*ACTUAL USMS SUBCONTRACTING TARGET GOALS FOR FY 2023\*\*\*\*

Category	Subcontracting
Small Business	38%
SDB	5%
WOSB	5%
SDVOSB	3%
HUBZone	3%

**PLEASE REMOVE THE COVER PAGES (every thing above the --- below) BEFORE SUBMITTING THE SUBCONTRACTING PLAN TO USMS**

**Instructional Language is RED**

**Example Language and Fill Ins are GREEN**

1. IDENTIFICATION DATA:

Company Name:

Address:

Date Prepared:

Description of Supplies/Services:

Solicitation Number: (Completed for Individual Plans; N/A for commercial plans)

Contract Number: (Completed for Individual Plans during option period; N/A for commercial plans)

If submitting an Individual Contract Plan, insert dates below for the contract duration, if known or insert N/A if the contract does not include specified option period.

Contract Period of Performance and Estimated Value: The fill ins in the chart below are provided for example purposes only. Fill in the chart below based on the particulars of the contract. Delete or add rows as necessary.

Covered Periods	Anticipated/Period of Performance	Estimated Value
Base Period	10/01/23 – 09/30/24	\$1,000,000.00
Option 1 (if applicable)	10/01/24 – 09/30/25	\$1,000,000.00
Option 2 (if applicable)	10/01/25 – 09/30/26	\$1,000,000.00
Option 3 (if applicable)	10/01/26 – 09/30/27	\$1,000,000.00
Option 4 (if applicable)	10/01/27 – 09/30/28	\$1,000,000.00
52.217-8 (if applicable)	10/01/28 – 03/31/29	\$500,000.00
		\$5,500,000.00

Place of Performance:  
DUNS Number:

If submitting a Commercial Plan, insert dates below:

Commercial Plan Period: [insert fiscal year for contractor/offeror]

Projected annual sales (Company-wide): \$\_\_\_\_\_

**2. TYPE OF PLAN - FAR 19.701 (Check the appropriate type of plan being submitted. For definitions see FAR clause 52.219-9):**

\_\_\_\_ Commercial Plan

\_\_\_\_ Individual Plan

\_\_\_\_ Master Plan (incorporated into Individual Plan)

**3. GOALS:**

The FAR clause at 52.219-9(d) states that the subcontracting plan shall include (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns as subcontractors; and (2) A statement of total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan. FAR 19.704(a)(1) requires separate percentage goals for using small business (including Alaskan Native Corporations (ANCs) and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business concerns as subcontractors; and (3) A statement of the total dollars planned to be subcontracted and a statement of the total dollars planned to be subcontracted to small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business concerns.

**Commercial plans will always reflect annual company-wide goals.** Individual plans will reflect contract-specific goals and shall contain separate statements and goals for the basic contract (period) and separately for each option (period). Note that dollars and percentages to large and total small businesses (all inclusive) must equal the total subcontracted to all categories in both dollars and percentages. EACH CONTRACTOR IS EXPECTED TO OFFER THE MAXIMUM PRACTICABLE OPPORTUNITIES TO EACH TYPE OF SMALL BUSINESS CONCERN CONSISTENT WITH THEIR BEST FAITH EFFORTS AND SUPPORTED BY THEIR REPORTS AND RECORDS.

COMPLETE FORMAT BELOW IF SUBMITTING AN INDIVIDUAL PLAN and note that a separate part is required for the base contract period and for each option period, if any. (Please remove this section and following page if submitting a commercial plan.)

[**Company Name**] provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

**BASE GOALS are expressed in dollars and percentages of the total dollars planned to be subcontracted.**

<b>PLANNED SUBCONTRACTING TO:</b>	<b>DOLLARS</b>	<b>PERCENT</b>
1. Total Dollars to be Subcontracted (The sum of Line 2 + Line 3 = This line) large and all small businesses must equal total amount to be subcontracted (both \$ and %)		100%
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

**1st OPTION PERIOD GOALS if applicable, otherwise delete this table.**

**The goals are to expressed in dollars and percentages of the total dollars planned to be subcontracted.**

<b>PLANNED SUBCONTRACTING TO:</b>	<b>DOLLARS</b>	<b>PERCENT</b>
1. Total Dollars to be Subcontracted (The sum of Line 2 + Line 3 = This line) large and all small businesses must equal total amount to be subcontracted (both \$ and %)		100%
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		



**2nd OPTION PERIOD GOALS if applicable, otherwise delete this table.**

**The goals are to expressed in dollars and percentages of the total dollars planned to be subcontracted.**

<b>PLANNED SUBCONTRACTING TO:</b>	<b>DOLLARS</b>	<b>PERCENT</b>
1. Total Dollars to be Subcontracted (The sum of Line 2 + Line 3 = This line) large and all small businesses must equal total amount to be subcontracted (both \$ and %)		100%
2. Large Businesses (Other than Small)		
3. All Small Businesses (including ANCs & Indian tribes)		
4. Veteran-Owned Small Businesses (VOSB)		
5. Service-Disabled Veteran-Owned Small Businesses (SDVOSB)		
6. HUBZone Small Business (HUBZone)		
7. Small Disadvantaged Businesses (SDB) (including ANCs & Indian tribes)		
8. Women-Owned Small Businesses (WOSB)		

**\*\*\*\*CONTINUE TO INSERT TABLES AS APPLICABLE TO CAPTURE THE PERIOD OF PERFORMANCE OF THE CONTRACT, INCLUDING A PERIOD OF PERFORMANCE FOR 52.217-8 IF APPLICABLE\*\*\*\***

**COMPLETE FORMAT BELOW IF SUBMITTING A COMMERCIAL PLAN (please remove this page/section (every thing highlighted) if submitting an individual plan).**

1. Estimated total dollars planned to be subcontracted to all types of concerns (generally for both commercial and government business, in support of commercial items sold during company fiscal year):

**Annual Commercial Purchases/Spend: \$ \_\_\_\_\_ = 100% subcontracted**

2. Total dollars planned to be subcontracted to large business concerns (or classified as other than small):

**Annual Commercial Purchases/Spend: \$ \_\_\_\_ = \_\_\_\_ % of Total**

3. Total dollars planned to be subcontracted to all small business concerns (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB small business concerns:

**Annual Commercial Purchases/Spend: \$ \_\_\_\_ = \_\_\_\_ % of Total**

4. Total dollars planned to be subcontracted to veteran-owned small business concerns (including service-disabled veteran-owned small businesses):

**Annual Commercial Purchases/Spend: \$ \_\_\_\_ = \_\_\_\_ % of Total**

5. Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns (subset of VOSB above and cannot be higher than #4 above):

**Annual Commercial Purchases/Spend: \$ \_\_\_\_ = \_\_\_\_ % of Total**

6. Total dollars planned to be subcontracted to HUBZone small business concerns:

**Annual Commercial Purchases/Spend: \$ \_\_\_\_ = \_\_\_\_ % of Total**

7. Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes):

**Annual Commercial Purchases/Spend: \$ \_\_\_\_ = \_\_\_\_ % of Total**

8. Total dollars planned to be subcontracted to women-owned small business concerns:

**Annual Commercial Purchases/Spend: \$ \_\_\_\_ = \_\_\_\_ % of Total**

#### 4. DESCRIPTION OF THE PRINCIPAL TYPES OF SUPPLIES OR SERVICES

FAR 19.704(a)(3) and the clause at 52.219-9(d)(3) requires a description of the principal types of supplies and services to be subcontracted and an identification of types planned for subcontracting to SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns. Check all that apply below, ensuring that at least one item is indicated for each column. If assistance is needed to locate small business sources, contact your local Small Business Administration Commercial Market Representative via [www.sba.gov/localresources](http://www.sba.gov/localresources), or access the Central Contractor Registration (CCR) Dynamic Small Business Search database at [www.ccr.gov](http://www.ccr.gov). You may also post solicitations for small business opportunities on SBA's SUB-Net at <https://eweb1.sba.gov/subnet/search/index.cfm>.

The principal types of supplies and/or services that **[Company Name]** anticipates to be subcontracted and the identification of the type of business concern planned are as follows:

Fill in the chart and add/delete lines as necessary

<b>Description of Supplies/Service</b>	<b>Large</b>	<b>Small</b>	<b>VOSB</b>	<b>SDVOSB</b>	<b>HUBZone</b>	<b>SDB</b>	<b>WOSB</b>
Janitorial Cleaning Supplies	X	X				X	
Recruiting/Staffing Agency							X
Payroll Support				X			

## 5. DESCRIPTION OF THE METHOD USED TO DEVELOP SUBCONTRACTING GOALS

FAR 19.704(a)(4) and the clause at 52.219-9(d)(4) require a description of the method used to develop the subcontracting goals.

[Company Name] used the following method to develop the subcontracting goals in paragraph (d)(1) of clause 52.219-9:

Explain or state the basis for establishing your proposed goals (i.e. based on historical data and experience, market research, etc.); and provide justification for any goal(s) that are lower than the stated solicitation goals or the federal minimums.

## 6. DESCRIPTION OF THE METHOD(S) USED TO IDENTIFY POTENTIAL SOURCES

FAR 19.704(a)(5) and clause 52.219-9(d)(5) require a description of the method used to identify potential sources for solicitation purposes

[Company Name] identifies potential subcontractors using the following source lists and organizations:

Describe how your firm identifies potential subcontractors. e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, veteran owned small, service disabled veteran owned small, HUBZone, small disadvantaged, and women-owned small business source list).

A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source list. **Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.**

## 7. STATEMENT OF INDIRECT COSTS

FAR 19.704(a)(6) and clause 52.219-9(d)(6) require a statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

**NOTE:** indirect costs represent the expenses of doing business that are NOT easily identified with a specific project (i.e. contract or grant) but are generally recognized as ordinary and necessary for the general operation of the contractor's organization and the conduct of activities it performs. **Types of indirect costs include overhead (e.g., facility/utility & supplies cost), general and administrative (G&A), and fringe benefits (e.g., services or benefits provided to employees such as health insurance, payroll taxes, pension contribution, etc).**

**Indirect costs \_\_\_\_ HAVE BEEN (or) \_\_\_\_ HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.**

IF indirect costs HAVE been included, describe the method used to determine the proportionate share of indirect costs to be incurred with small business concerns or delete this section

## 8. PROGRAM ADMINISTRATOR:

FAR 19.704(a)(7) and clause 52.219-9(d)(7) require the name of an individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person (telephone number and/or email address), in case of questions and provide an alternate point of contact if applicable.

Name:

Title/Position:

Address:

City/State/Zip Code:

Telephone number:

Email Address:

Alternate POC with contact information: **if applicable, other wise delete**

**Duties:** In accordance with clause 52.219-9(e), in order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

- Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with [52.219-8\(d\)\(2\)](#).
- Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, in which a small business

concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

- Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.
- Additional Duties:

IF YOUR PROGRAM ADMINISTRATOR WILL PERFORM ADDITIONAL SUBCONTRACTING DUTIES NOT SHOWN ABOVE, PLEASE IDENTIFY THEM HERE OR INSERT "N/A":

#### 9. EQUITABLE OPPORTUNITY:

FAR 19.704(a)(8) and clause 52.219-9(d)(8) require a description of the efforts the offeror will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts.

[Company Name] will make every effort to ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB have an equitable opportunity to compete for subcontracts. These efforts may include..... provide a description of the efforts or indicate which of the following apply or adapt the example list to fit your company's efforts.

##### A. Outreach efforts to obtain sources:

\_\_\_Contacting minority and small business trade associations.

\_\_\_Contacting business development organizations.

\_\_\_Requesting sources from SAM, Dynamic Small Business Search, which integrated data from the SBA PRO-Net database.

\_\_\_Attending small and minority business trade fairs and procurement conferences.

##### B. Internal efforts to guide and encourage purchasing personnel:

\_\_\_Presenting workshops, seminars and training programs.

\_\_\_Establishing, maintaining and using small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts.

\_\_\_Monitoring activities to evaluate compliance with the subcontracting plan.

##### C. Other Additional efforts:

Please describe additional efforts or insert "N/A"

## **10. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:**

FAR 19.704(a)(9) and clause 52.219-9(d)(9) require assurances that the offeror will include the clause at 52.219-8, Utilization of Small Business Concerns (see 19.708(a)), in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause (see 19.708(b)).

[Company Name] agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause, 52.219-9, Small Business Subcontracting Plan.

## **11. REPORTING AND COOPERATION:**

FAR 19.704(a)(10) and clause 52.219-9(d)(10) require assurances that the offeror will do the following:

[Company Name] agrees to:

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;
- (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
- (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS;
- (vi) Provide its prime contract number, its unique entity identifier, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting

the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and  
(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

Reports will be submitted within 30 days after the close of each calendar period as indicated in the following chart:

<b><i>Calendar Period</i></b>	<b><i>Report Due</i></b>	<b><i>Date Due</i></b>	<b><i>Submit Reports to eSRS with email address for:</i></b>
10/01–03/31	ISR	04/30	Contracting Officer /SBTA
04/01–09/30	ISR	10/30	Contracting Officer /SBTA
10/01–09/30	SSR	10/30	Contracting Officer /SBTA

## **12.RECORDKEEPING:**

FAR 19.704(a)(11) and clause 52.219-9(d)(11) require a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them.

[Company Name] will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

1. Source lists (e.g., SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
2. Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
3. Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, indicating:
  - (A) Whether small business concerns were solicited and, if not, why not;
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;



(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

4. Records of any outreach efforts to contact:

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

5. Records of internal guidance and encouragement provided to buyers through:

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

6. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. **Contractors having commercial plans need not comply with this requirement.**

7. Other records to support your compliance with the subcontracting plan:

Please describe additional efforts or insert "N/A"

**13. DESCRIPTION OF THE GOOD FAITH EFFORT**

**[Company Name]** will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--



- (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
- (ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

#### **14. OTHER ASSURANCES REQUIRED BY FAR 52.219-9(d)(13)-(15)**

- (i) **[Company Name]** will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- (ii) **[Company Name]** will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.
- (iii) **[Company Name]** will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

#### **15. OTHER STATUTORY REQUIREMENTS**

**[Company Name]** hereby acknowledges the following statutory requirements:

- (i) **FAR 19.702:** Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
- (ii) **15 U.S.C. 637(d)(8):** Any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages (see 19.702(c) and 19.705-7).

#### **16. SUBMITTAL AND APPROVAL:**

The above requirements will be negotiated with the contracting officer prior to approval. The contracting officer must ensure per FAR 19.705-5(a)(5) that an acceptable plan is incorporated into and made a material part of the contract.

Plan must be signed and dated by a company official. The plan is not considered accepted until the CO signs the plan.

This subcontracting plan was SUBMITTED by:

Name:

Title:

Signature:

Government Contracting Officer APPROVAL:

Name:

Title:

Signature:

## **REPORTING INSTRUCTIONS FOR CONTRACTORS**

Electronic Subcontracting Reporting System web-based reporting requirements found at FAR clause 52.219-9(l):

The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) **ISR.** This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) **SSR.** (i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g., plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1,500,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) **Reports submitted under a commercial plan—**

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) **All reports** submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System

(NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.