

SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.		2. SOLICITATION NUMBER 697DCK-23-R-00387		3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		4. DATE ISSUED		5. REQUISITION/PURCHASE NUMBER CS-23-00988	
6. ISSUED BY FEDERAL AVIATION ADMINISTRATION AAQ-500 - REGIONAL ACQUISITIONS 10101 HILLWOOD PARKWAY FORT WORTH TX 76177-1524				7. ADDRESS OFFER TO (If other than Item 6)					

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

SOLICITATION

8. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until 1700 CS local time 06/19/2023 (Hour) (Date)

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

9. FOR INFORMATION CALL	A. NAME Randie N. Thornton	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Randie.n.thornton@faa.gov
		AREA CODE 817	NUMBER 222-8149	EXT.	

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OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by CONTRACT AUTHORITY)

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

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Water Treatment Services for Indianapolis Air Route Traffic Control Center Firm Fixed price contract with option years.</p> <p>Site Location Indianapolis Air Route Traffic Control Center 1850 S. Sigsbee Street Indianapolis, IN 46241</p> <p>Milestone Dates 6/1/23: Optional Site Visit 6/5/23: Questions due 6/19/23: Offers due</p> <p>Period of Performance: 07/01/2023 to 06/30/2028</p>				
00001	<p>Base Year - Period of Performance: 07/01/2023 - 06/30/2024. Provide all personnel, tools, materials, and supervision for Water Treatment Services for Hot Water & Steam Boilers, Chillers & Cooling Towers at Indianapolis Air Route Traffic Control Center (ZID ARTCC), Indianapolis, Indiana; 1850 SIGSBEE ST INDIANAPOLIS IN 462413650, in accordance with the applicable Statement of Work. Electronic & IT: 03 Period of Performance: 07/01/2023 to 06/30/2024</p>	1	MO	\$ _____	\$ _____
00002	<p>Option Year 1 - Period of Performance: 07/01/2024 - 06/30/2025. Provide all personnel, tools, materials, and supervision for Water Treatment Services for Hot Water & Steam Boilers, Chillers & Cooling Towers at Indianapolis Air Route Traffic Control Center (ZID ARTCC), Indianapolis, Indiana; 1850 SIGSBEE ST INDIANAPOLIS IN 462413650, in accordance with the applicable Statement of Work. (Option Line Item) (Expected Exercise Date/Days After Award:)07/01/2024 Period of Performance: 07/01/2024 to 06/30/2025</p>	1	MO	\$ _____	\$ _____
00003	<p>Option Year 2 - Period of Performance: 07/01/2025 - 06/30/2026. Provide all personnel, tools, materials, and supervision for Water Treatment Services for Hot Water & Steam Boilers, Chillers & Cooling Towers at Indianapolis Air Route Traffic Control Center (ZID ARTCC), Indianapolis, Indiana; 1850 SIGSBEE ST INDIANAPOLIS IN Continued ...</p>	1	MO	\$ _____	\$ _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	462413650, in accordance with the applicable Statement of Work. (Option Line Item) (Expected Exercise Date/Days After Award:)07/01/2025 Period of Performance: 07/01/2025 to 06/30/2026				
00004	Option Year 3 - Period of Performance: 07/01/2026 - 06/30/2027. Provide all personnel, tools, materials, and supervision for Water Treatment Services for Hot Water & Steam Boilers, Chillers & Cooling Towers at Indianapolis Air Route Traffic Control Center (ZID ARTCC), Indianapolis, Indiana; 1850 SIGSBEE ST INDIANAPOLIS IN 462413650, in accordance with the applicable Statement of Work. (Option Line Item) (Expected Exercise Date/Days After Award:)07/01/2026 Period of Performance: 07/01/2026 to 06/30/2027	1	MO	\$ _____	\$ _____
00005	Option Year 4 - Period of Performance: 07/01/2027 - 06/30/2028. Provide all personnel, tools, materials, and supervision for Water Treatment Services for Hot Water & Steam Boilers, Chillers & Cooling Towers at Indianapolis Air Route Traffic Control Center (ZID ARTCC), Indianapolis, Indiana; 1850 SIGSBEE ST INDIANAPOLIS IN 462413650, in accordance with the applicable Statement of Work. (Option Line Item) (Expected Exercise Date/Days After Award:)07/01/2027 Period of Performance: 07/01/2027 to 06/30/2028	1	MO	\$ _____	\$ _____

Section B - Supplies or Services/Prices

Section B - Schedule

The contractor is to furnish all labor, materials, equipment, transportation, insurance, notifications, license, permits, fees and supervision necessary to provide Water Treatment Services for Hot Water & Steam Boilers, Chillers & Cooling Towers at Indianapolis Air Route Traffic Control Center (ZID ARTCC), Indianapolis, Indiana; 1850 SIGSBEE ST INDIANAPOLIS IN 462413650, in accordance with specifications, contract clauses, and applicable wage rates. The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges. All pricing must be provided, by Contract Line Item (CLIN) on the Solicitation/Offer/Award page.

(END OF SECTION B)

Clause List

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Section C - Description/Specifications

Scope of Work

The contractor is to furnish all labor, materials, equipment, transportation, insurance, notifications, license, permits, fees and supervision necessary to provide Water Treatment Services for Hot Water & Steam Boilers, Chillers & Cooling Towers at Indianapolis Air Route Traffic Control Center (ZID ARTCC), Indianapolis, Indiana; 1850 SIGSBEE ST INDIANAPOLIS IN 462413650, in accordance with specifications, contract clauses, and applicable wage rates. The full statement of work can be found in attachment number 1 of this document.
(END OF SECTION C)

Clause List

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Section D - Packaging and Marking

Clause List

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Section E - Inspection and Acceptance

Clause List

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

(a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may:

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

(End of clause)

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Section F - Deliveries or Performance

Clause List

3.10.1-9 STOP-WORK ORDER (OCT 1996)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the termination for default or the termination for convenience clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

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

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

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

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

(End of clause)

SA13 HOLIDAYS

The following Federal holidays are observed by the Federal Aviation Administration.

New Year's Day January 1st

Martin Luther King's Birthday Third Monday in January

Presidents Day Third Monday in February

Memorial Day Last Monday in May

Juneteenth June 19th

Independence Day July 4th

Labor Day First Monday in September

Columbus Day Second Monday in October

Veterans Day November 11th

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25th

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Section G - Contract Administration Data

Clause List

3.10.1-22 CONTRACTING OFFICER'S REPRESENTATIVE (APR 2012)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

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

(End of Clause)

SA5 PHOTOGRAPHS

In accordance with FAA Order 1600.69, Paragraph 319 All employees on this contract are strictly prohibited from taking any photographs during the duration of this contract without prior approval of the Facility Manager.

SA14 AUTHORITY OF THE GOVERNMENT

No one other than the Contracting Officer has the authority to authorize or make changes in the terms, conditions, change the scope of work or specifications in the contract, make any commitments or otherwise obligate the Government, or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

SA36 CORRESPONDENCE

The contracting officer prefers to receive written communication and documents electronically via email at randie.n.thornton@faa.gov. All email correspondence to the FAA must state the contract number in the 'Subject' field. Electronic documents must be accompanied by an explanatory email and should be sent in a portable-document-format type file (file extension pdf), such as Adobe Acrobat. Vendors are required to ensure that the quality of the administrative content in electronic files represents a reasonably high business standard. The Government is not responsible for the administrative ordering or legibility of correspondence received electronically. Emailed files/documents may not be in a zipped format. If electronic file sizes (i.e., typically expressed as kilobytes or megabytes) are too large for email attachments, recommend delivery in compact disk (CD) format submitted via hard-copy mail. Any CD mailing or printed-paper, hard-copy correspondence will be sent to the contracting officer at the following address.

[].

(End of Clause)

SA40 FAA FACILITY REGULATIONS

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

(End of Clause)

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Section H - Special Contract Requirements

Clause List

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 2022)

3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2020)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between:

- (1) Contracts written on paper and contracts in electronic form;
- (2) Pen-and-ink signatures and electronic signatures; and
- (3) Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) Certain documents may need to be provided or maintained in original form, such as large-scale drawings impractical to convert to electronic format or a document with a raised seal signifying authenticity. This clause does not change or affect any other requirements that a document must be in paper format to satisfy legal requirements such as for certain real estate transactions.

(d) The use of electronic signature technology is authorized under this solicitation and the resulting contract.

(e) Contractors must not digitally sign any documents with software that uses the Secure Hash Algorithm 1 (SHA-1). All digitally signed documents and contracts sent to the FAA must use a SHA-256 or higher hash algorithm. This is based on the National Institute of Standards and Technology (NIST) Policy Statement on Hash Functions dated August 5, 2015. Further guidance on the use of SHA-256 is in NIST Special Publication (SP) 800-57 Part 1, section 5.6.2 as amended and SP 800-131A, Revision 1 dated November 6, 2015. Additional guidance on the use of SHA-3 is in NIST SP 800-185 as amended.

(f) Contractors do not have to update documents previously digitally signed using SHA-1 hash algorithms unless the document requires updating. The FAA and contractors may continue to use SHA-1 for the following applications: Verifying old digital signatures and time stamps, generating and verifying hash-based message authentication codes (HMACs), key derivation functions (KDFs), and random bit/number generation.

(End of Clause)

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Section I - Contract Clauses

Clause List

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2019)

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

(End of clause)

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3.2.5-3 GRATUITIES OR GIFTS (OCT 2019)

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3.4.1-12 INSURANCE (OCT 2019)

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- 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (OCT 2022)
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- 3.2.4-34 OPTION TO EXTEND SERVICES (OCT 2019)

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 must not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

- 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (JUL 2021)

(a) The Government may extend the term of this contract by written notice (contract modification) to the Contractor prior to the expiration of the current period of performance provided, that the Government will give the Contractor a preliminary written notice of its intent to extend at least 30 days [60 days unless a different number of days is inserted] 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 must be considered to include this option provision.

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

(End of clause)

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

Funds are not presently available for performance under this contract beyond September 30, 2023. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 2023, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-17 PROMPT PAYMENT (JAN 2021)

As indicated below, different language in this clause applies depending on whether standard prompt payment invoicing procedures apply per AMS Guidance T3.3.1A.14, or eInvoicing prompt payment procedures apply based on clause 3.3.31-40 "Electronic Submission of Payment Requests" and AMS Guidance T3.3.1A.15.

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment will be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

STANDARD PROMPT PAYMENT INVOICING PROCEDURES

(a) Invoice Payments.

(1) For purposes of this clause, invoice payment means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office will be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance will be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date will be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(iii) For all invoices under contracts with small businesses, "30th day" as indicated in subdivisions (a)(2)(i) and (a)(2)(ii) of this clause is changed to "15th day" to the extent practicable. This does not change whether interest is

owed in accordance with subparagraphs (a)(4) through (a)(6) below. Interest will not be owed unless payment is not made within 30 days of becoming due.

(3) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice must be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(ix) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed and applicable contract line item.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Vendor invoice number, account number and/or any other identifying number agreed under the contract.

(ix) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(4) An interest penalty will be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) The interest penalty will bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate will be the interest rate established by the Secretary of the Treasury, referred to as the 'Renegotiation Board Interest Rate,' (It is published in the Federal Register semiannually on or about January 1 and July 1), which is applicable to the period in which the amount becomes due. The interest penalty amount, interest rate and the period for which the interest penalty was computed, will be separately stated by the designated payment office on the check, in accompanying remittance advice, or, in the case of wire transfers, by an appropriate electronic data message accompanying the wire transfer. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date.

Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance will be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty will be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) Any period of delay caused by incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Federal Aviation Administration (FAA) contract disputes resolution procedures. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties will not accrue for more than one year.

(v) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Contract disputes, and any interest that may be payable, will be resolved in accordance with FAA contract disputes resolution procedures.

(6) An interest penalty will also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(b) Contract Financing Payments.

(1) For purposes of this clause, contract financing payments mean Government disbursements of monies to a Contractor under a contract clause or other authorization without regard to acceptance of supplies or services by the Government. Contract financing payments include but are not limited to payments made according to commercial terms and installment payments. They also include interim vouchers under T&M, labor-hour, and cost reimbursement contracts (regardless of whether goods or services were delivered and received by the Government).

(2) For contracts that provide for contract financing payments, requests for payment must be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Payments will be made on the 30th day after receipt of a proper payment request by the designated billing office. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) Contract financing payments, except for interim vouchers for services under T&M, labor hour, or cost reimbursement contracts, will not be assessed an interest penalty for payment delays.

(4) For purposes of computing late payment interest penalties for interim vouchers for services under T&M, labor hour, or cost reimbursement contracts, the due date for payment is the 30th day after FAA receives a proper invoice. If the invoice is found to be improper, it will be returned within 7 days after the date FAA receives the invoice.

(c) If this contract contains the Fast Payment Procedures, payments will be made within 15 days after the date of receipt of the invoice.

ELECTRONIC INVOICING (eInvoicing) PROMPT PAYMENT PROCEDURES

(d) Invoice Payments.

(1) For purposes of this clause, invoice payment means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (d)(3) and paragraph (f) of this clause, the due date for making invoice payments by the designated payment office will be the later of the following two events:

(i) The 30th day after the Delphi eInvoicing web portal has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance will be deemed to have occurred on the effective date of the contract settlement..

(iii) For all invoices under contracts with small businesses, "30th day" as indicated in subdivisions (d)(2)(i) and (d)(2)(ii) of this clause is changed to "15th day" to the extent practicable. This does not change whether interest is owed in accordance with subparagraphs (d) (4) through (a) (6) below. Interest will not be owed unless payment is not made within 30 days of becoming due.

(3) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice must be prepared and submitted to the Delphi eInvoicing web portal for processing. A proper invoice must include the items listed in part (d) of clause AMS 3.3.1-40 "Electronic Submission of Payment Requests". If the invoice does not comply with these requirements, then the Contractor will be notified by the Contracting Officer in Delphi of the defect within 7 days after receipt of the invoice at the Delphi eInvoicing web portal. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (d) (6) of this clause.

(4) An interest penalty will be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (d) (4) (i) through (d) (4) (iii) of this clause are met, if applicable.

(i) A proper invoice was received by the Delphi eInvoicing web portal.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) The interest penalty will bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate will be the interest rate established by the Secretary of the Treasury, referred to as the 'Renegotiation Board Interest Rate,' (It is published in the Federal Register semiannually on or about January 1 and July 1), which is applicable to the period in which the amount becomes due. The interest penalty amount, interest rate and the period for which the interest penalty was computed, will be separately stated by the designated payment office on the check, in accompanying remittance advice, or, in the case of wire transfers, by an appropriate electronic data message accompanying the wire transfer. If the Contracting Officer failed to notify the Contractor in Delphi of a defective invoice within the periods prescribed in subparagraph (d)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance will be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty will be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) Any period of delay caused by incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Federal Aviation Administration (FAA) contract disputes resolution procedures. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties will not accrue for more than one year.

(v) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Contract disputes, and any interest that may be payable, will be resolved in accordance with FAA contract disputes resolution procedures.

(6) An interest penalty will also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (d)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(e) Contract Financing Payments.

(1) For purposes of this clause, contract financing payments mean Government disbursements of monies to a Contractor under a contract clause or other authorization without regard to acceptance of supplies or services by the Government. Contract financing payments include but are not limited to payments made according to commercial terms and installment payments. They also include interim vouchers under T&M, labor-hour, and cost reimbursement contracts (regardless of whether goods or services were delivered and received by the Government).

(2) For contracts that provide for contract financing payments, requests for payment must be submitted via the Delphi eInvoicing web portal as specified in this contract or as directed by the Contracting Officer. Payments will be made on the 30th day after receipt of a proper payment request via the Delphi eInvoicing web portal. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) Contract financing payments, except for interim vouchers for services under T&M, labor hour, or cost reimbursement contracts, will not be assessed an interest penalty for payment delays.

(4) For purposes of computing late payment interest penalties for interim vouchers for services under T&M, labor hour, or cost reimbursement contracts, the due date for payment is the 30th day after FAA receives a proper invoice. If the invoice is found to be improper, it will be returned within 7 days after the date FAA receives the invoice.

(f) If this contract contains the Fast Payment Procedures, payments will be made within 15 days after the date of receipt of the invoice.

(End of Clause)

3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (APR 2022)

(a) Definitions. As used in this clause

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.

"System for Award Management (SAM) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Unique Entity Identifier (UEI)" (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

"Electronic Funds Transfer indicator" means a 4-character suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

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

(c) If the offeror does not have a UEI, it should contact www.sam.gov directly to obtain one.

The offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and ZIP Code.
- (4) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (5) Company Telephone Number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, <https://vetbiz.va.gov/vip/>.

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

(A) Change the name in the SAM database;

(B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the 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 must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the SAM database. 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.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

3.3.1-37 LIMITATION ON GOVERNMENT'S OBLIGATION (JUL 2018)

(a) Of the total price of contract line item number(s) (CLINs) TBD, \$TBD is presently available for payment and allocated to these CLINs.

(b) The Contractor agrees to perform on these CLINs up to the point at which, in the event of termination of this contract pursuant to the applicable "Termination for Convenience of the Government" clause, the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs,) pursuant to paragraph (c) below, would in the exercise of reasonable judgment by the Contractor approximate the total amount currently allotted to the contract. The Contractor is not authorized to continue work on these CLINs beyond this point. The Government is not obligated to reimburse the Contractor in excess of the amount from time to time allotted to the contract, regardless of anything to the contrary in "Termination for Convenience of the Government."

(c) Funds presently allotted to this contract are estimated to cover the work to be performed until TBD. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until this date, or an agreed substitute date, the Contractor must notify the Contracting Office in writing when within the next 30 days the work will reach a point at which, in the event of termination of this contract pursuant to "Termination for Convenience of the Government," the total amount payable by the Government pursuant to paragraph (e) below, will approximate 85 percent of the total amount then allotted to the contract. The notice must state the estimated date when this point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substitute date. The Contractor must, 30 days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the CLINs for a further period as may be specified in this clause or otherwise agreed to by the parties. If after this notification, additional funds are not allotted by the date above written or by an agreed substitute date, the Contracting Officer will, upon written request of the Contractor, terminate this contract on such date or the date set forth in the request, whichever is later, pursuant to "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the CLINs, the parties will agree on the applicable period of contract performance that will be covered by such funds. Paragraphs (b) and (c) above apply to the additional allotted funds and agreed substituted date and the contract will be modified accordingly.

(e) If the Contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by the reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the CLINs, in the time of delivery, or in both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the "Contract Disputes" Clause.

(f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination will in no way be deemed to limit the rights of the Government under the applicable AMS "Default" clause. The provisions of this clause are limited to the work on and allotment of funds for the CLIN(s) in paragraph (a) above. This clause no longer applies upon the allotment of funds for the total price of the CLINs except for rights and obligations existing under this clause.

(h) Nothing in this clause will affect the right of the Government to terminate this contract pursuant to "Termination for Convenience of the Government." In the event of a conflict between this clause and any other term or condition of this contract, this clause will take precedence.

(End of clause)

3.3.1-40 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2022)

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

(1) "Contract financing" is a contractual authorization for payments to a contractor prior to acceptance of products or services by FAA.

(2) "Payment request" means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in this clause, and the applicable Payment clause and invoicing requirements included in this contract

(3) "Electronic form" means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) "Invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(b) Electronic payment requests. Except as provided in paragraph (f) of this clause, the contractor must submit payment requests in electronic form. Purchases paid with a Government purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) The Federal Aviation Administration utilizes the Delphi eInvoicing web-portal for processing invoices. Contractors submitting invoices are required to submit invoices via the Delphi eInvoicing web portal which is accessed and authenticated via www.login.gov

(d) In order to receive payment and in accordance with prompt payment standards, contractors must submit a proper invoice. All invoices submitted as attachments in the Delphi eInvoicing web-portal must contain the following:

- (1) Invoice number and invoice date.
- (2) Period of performance covered by invoice.

- (3) Contract number and title.
- (4) Task/Delivery Order number and title (if applicable).
- (5) Amount billed (by CLIN), current and cumulative.
- (6) Total (\$) of billing.
- (7) Cumulative total billed for all contract work to date.
- (8) Name, title, phone number, mailing address, and email address (if available) of person to be contacted in the event of a defective invoice.

If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

(e) Payment system registration. All persons accessing the Delphi eInvoicing web-portal will be required to have their own unique user Delphi eInvoicing ID and password and be credentialed through login.gov.

(1) Electronic authentication. See www.login.gov for instructions. Click on the following link for instructions on establishing a login.gov account: <https://login.gov/help/creating-an-account/how-do-i-create-an-account-with-login.gov/>.

(2) To create a login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then login.gov will reply with an email confirming the email address.

(3) DELPHI registration instructions. New users should request access to Delphi eInvoicing by sending an email to 9-AMC-FAA-iSupplier@faa.gov. Once access is granted, users should navigate to <http://einvoice.esc.gov> to activate the account. Users are required to log in every 45 days to keep it active.

(4) Training on DELPHI. To facilitate use of DELPHI, comprehensive user information is available at <http://einvoice.esc.gov>

(5) Account Management. Contractors are responsible to contact the DELPHI Help Desk when their firm's points of contacts will no longer be submitting invoices so they can be removed from the system. Instructions for contacting the DELPHI Help D can be found at <http://einvoice.esc.gov>

(f) *Waivers*: If the contractor does not believe electronic invoicing can be used if they are awarded this contract, the contractor must respond accordingly to 3.3.1-41 "Electronic Invoicing-Representation". Waiver requests must be approved by the FAA and DOT and will be processed expeditiously upon contract award. If the waiver request is not approved, the contractor must use electronic invoicing consistent with this clause. If the waiver request is approved, conversion to electronic invoicing at a later date may be required. While the waiver is in effect, the current invoicing process must be used per AMS Guidance T3.3.1A.14 and the terms of the contract. The decision regarding a waiver request is not subject to the "Contract Disputes" clause AMS 3.9.1-1.

3.6.4-2 BUY AMERICAN ACT - SUPPLIES (JAN 2023)

(a) The Buy American Act (41 U.S.C. §§ 8301-8305) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government give preference to domestic end products.

(b) Definitions:

(1) "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

(2) "Cost of components" means-

(A) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(B) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (A) of this definition, plus

allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

(3) "Domestic end product," as used in this clause for an end product that does not consist wholly or predominantly of iron or steel or a combination of both, means

(A) an unmanufactured end product mined or produced in the United States, or

(B) an end product manufactured in the United States, if

(i) the cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic, or

(ii) the end product is a COTS item, or

For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

(4) "End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(5) "Fastener" means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

(6) "Foreign End Product" means an end product other than a domestic end product.

(7) "Foreign offer," as used in this clause, means an offered price for a foreign end product, including transportation to destination and duty (whether or not a duty free entry certificate is issued).

(8) "Predominantly of iron or steel or a combination of both" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

(9) "Steel" " means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

(c) The Contractor must deliver only domestic end products, except those--

(1) For use outside the United States;

(2) That the FAA determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality. In accordance with AMS Guidance T3.6.4A.3.c (3) (c), such determinations of non-availability must also be approved by the FAA Acquisition Executive (FAE) and reviewed by the Office of Management and Budget (OMB) Made in America Office (MIAO);

(3) For which the FAA determines that domestic preference would be inconsistent with the public interest;
or

(4) For which the FAA determines the cost to be unreasonable.

(A) Unless the FAA determines otherwise, the offered price of a domestic end product is unreasonable when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer, inclusive of duty, by:

(i) More than 20 percent, if a domestic offer is from a large business that is not a labor surplus area concern; or

(ii) More than 30 percent, if a domestic offer is from a small business concern or any labor surplus area concern.

(B) The evaluation in subparagraph (A) above will be applied on an item by item basis or to any group of items on which award may be made, as specifically provided by the screening information request.

(C) If an award of more than \$250,000 would be made to a domestic concern if the 30 percent factor were applied, but not if the 20 percent factor were applied, the FAA will decide whether award to the domestic concern would involve unreasonable cost.

(End of clause)

3.6.4-25 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2022)

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

Covered article means any hardware, software, or service that-

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means-

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from-

(1) Providing any covered article that the Government will use; and

(2) Using any covered article in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor must report this in writing to the Contracting Officer. For indefinite delivery contracts, the Contractor must report this in writing to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (c) (1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

3.13-16 RECORDS MANAGEMENT (JAN 2020)

(a) *Definitions.*

Federal record as defined in 44 U.S.C. § 3301, means all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record:

- (1) Includes all FAA records.
- (2) Does not include personal materials.
- (3) Applies to records created, received, or maintained by Contractors pursuant to a FAA contract.
- (4) May include deliverables and documentation associated with deliverables.

(b) *Requirements.*

(1) *Compliance.* The contractor must comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by Privacy Act of 1974 (5 U.S.C. 552a), to the extent that the Privacy Act applies to any records maintained by the Contractor. These policies include the preservation of all Federal records, regardless of form or characteristics, mode of transmission, or state of completion.

(2) *Applicability.* All data created for Government use and delivered to, or falling under, the legal control of the Government, are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33. Such Federal

records must be managed and scheduled for disposition only as permitted by the Federal Records Act, relevant statute or regulation, and FAA Order 1350.14 "Records Management" at https://www.faa.gov/documentLibrary/media/Order/FAA_1350.14B.pdf.

(3) *Records maintenance.* While in Contractor's custody, the Contractor is responsible for preventing the alienation or unauthorized destruction of FAA records, including all forms of mutilation. Records may not be removed from the legal custody of FAA or destroyed except in accordance with the provisions of the agency records schedules and with the written concurrence of the FAA Agency Records Officer (ARO) (or the ARO's designate) and Contracting Officer, as appropriate. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report the event to the Contracting Officer in accordance with 36 CFR 1230, Unlawful or Accidental Removal, Defacing, Alteration, or Destruction of Records, for reporting to NARA by FAA Records Management. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

(4) *Unauthorized disclosure.* The Contractor must notify the Contracting Officer within 2 (two) hours of discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor must ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor must not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the FAA ARO (or the ARO's designate) and the Contracting Officer. Destruction of records is expressly prohibited unless in accordance with the contract.

(c) *Records management contracts* - where the contractor is required to design, develop, and/or operate a system of records, the following additional requirements apply:

During the contract, the FAA ARO (or ARO's designate) has the right to inspect where the records are stored (digitally or paper records) in order to ensure they are properly protected from the elements and/or loss. This inspection must be coordinated through the Contracting Officer or the Contracting Officer's Representative. The contractor must be provided 30 calendar days' notice of such inspections. This clause may be tailored to provide for a different notice period. Additional details regarding such inspections consistent with this clause may be specified in the Statement of Work.

For contracts where the contractor is responsible for managing FAA records, when the records are no longer required or at the completion of the contract, the records must be returned to FAA control. Items returned to the FAA must be hand carried, mailed, or securely electronically transmitted to the Contracting Officer or address indicated in the contract.

(d) *Non-public information.* The Contractor must not create or maintain any records containing any non-public FAA information that are not specifically tied to or authorized by the contract.

(e) *Ownership.* Consistent with all applicable data rights clauses in this contract, the FAA is the sole owner of the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which FAA will have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by applicable data rights clauses in this contract.

(f) *Notification of third party access requests.* The Contractor must notify the Contracting Officer promptly of any requests from a third party for access to Federal records, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor must cooperate with the Contracting Officer to take all measures to protect Federal records, from any unauthorized disclosure.

(g) *Training.* All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take FAA-provided records management training upon starting under the contract and annually thereafter as per the FAA Electronic Learning Management System (eLMS). If the contractor does not have access

to eLMS, the contractor is to contact the Contracting Officer or Contracting Officer's Representative (COR) who will advise the ARO who will in turn make arrangements to ensure the contractor has access. The Contractor is responsible for confirming to the Contracting Officer in an annual report due by September 30 of each year under the contract that training, including initial training and annual refresher training, has been completed in accordance with agency policies. This annual report must list the employee names and dates of initial or annual refresher training.

(h) *Agency Records Officer (ARO)* - regarding clause provisions above that cite the ARO or designate, information as to the name of the ARO or the ARO designate for particular locations outside FAA Headquarters may be obtained from the FAA Records and Information Management Team (RIM) at 9-faa-records-management-program@faa.gov.

(i) *Subcontractor flowdown requirements.* The Contractor must incorporate the substance of this clause, its terms and requirements including this paragraph (i), in all subcontracts under this contract.

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (APR 2022)

1. No contractor employee, subcontractor, or consultant will be allowed

unescorted access to any FAA facility;
access to FAA classified information;
access to FAA *Sensitive Unclassified Information (SUI); or
access to FAA systems or resources

unless they have been authorized by the FAA Office of Personnel Security (AXP).

*SUI is defined as unclassified information, in any form including print, electronic, visual, or aural forms, which is protected from uncontrolled release to persons outside the FAA and indiscriminate dissemination within the FAA. It includes aviation security, homeland security, and protected critical infrastructure information. SUI may include information that may qualify for withholding from the public under the Freedom of Information Act (FOIA).

2. Consistent with FAA Order 1600.1F, AXP must approve designated risk levels for the positions under the contract, to be determined by the FAA Operating Office (the organization with the requirement) in coordination with the COR, using the OPM Position Designation Automated Tool (PD Tool).

3. For all contractor employees, subcontractors, or consultants requiring access to FAA facilities, classified information, sensitive unclassified information, systems, or resources, the prime contractor must submit to their responsible AXP office and CO/COR, a point of contact (POC) who will be responsible for entering all contractor applicant data, to include subcontractor data, into the Vendor Applicant Process (VAP) system (vap.faa.gov) for security processing. The contractor must not enter contractor employees in VAP unless they have a legitimate need for access to FAA facilities, classified information, sensitive unclassified information and/or systems according to the terms of the contract. Contractor employees who will not require the aforementioned types of access or who would be under escort of other badged personnel are not be entered in VAP.

4. If an applicant has had a previous US Government conducted background investigation, which meets the investigative requirements for the position and meets established reciprocity guidelines, it will be accepted by the FAA. The FAA reserves the right to conduct further investigations, including requesting additional information from the applicant, if necessary.

5. If no previous investigation exists, or if the previous investigation does not meet investigative requirements for the position, AXP will:

a. Send the applicant an e-mail (this step may be delegated to VAP POC) with instructions for completing investigative requirements.;

b. Instruct the applicant how to enter and complete a background investigation questionnaire through the electronic Questionnaires for Investigation Processing (eQIP) system;

c. Provide where to upload, or send/fax applicable forms; and

d. Provide instructions regarding fingerprinting. (any fees associated with obtaining fingerprints are not the responsibility of the FAA)

The contractor employee must complete the investigative requirements and submit required material within 15-calendar days of receiving the e-mail from AXP. If items are submitted outside of the eQIP system, the contractor must submit the required information, referencing the contract number, to the AXP POC noted in the instruction email.

6. No contract employee, subcontractor, or consultant, identified as requiring a background investigation under the contract will work in any position unless AXP has authorized them to begin work. Authorization will be in the form of an Interim or Final Suitability email notification from AXP to the VAP POC and CO.

7. No contract employees, subcontractor, or consultant will be issued a FAA Personal Identity Verification (PIV) card, or other FAA issued ID card, unless they have been granted an Interim or Final suitability from AXP.

8. The Contractor VAP POC must inform the CO/COR and submit a VAP removal record in VAP within twenty-four (24) hours after any contractor employee resigns, is terminated, transferred, or otherwise removed from the contract. If the FAA issued the contract employee a PIV card, or other ID card, the contractor must collect the card within twenty-four hours, and return it to AXP no later than five business-days of the employee's termination or transfer.

9. The CO will provide notice to the contractor within 24-hours after receipt of a determination that the contractor or its employee has not complied with security related contract requirements, security-related FAA Orders, or if a contractor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the contractor to remove its employee's access to FAA premises or networks, or otherwise remedy the contractor's performance.

10. The contractor must immediately comply with the CO's direction to remedy its security performance at the contractor's expense, including removing the employee from FAA premises and networks. If the contractor employee is working under an interim suitability authorization, the contractor must take appropriate action, including the removal of the contractor employee from working on the FAA contract, at their own expense. Once action has been taken, the contractor must report the action via the VAP within the timeframe prescribed in paragraph 8 of this clause.

11. After coordination with AXP, the CO may require contractor employees to submit any other security information deemed reasonably necessary to protect the interests of the FAA. This includes submitting to additional fingerprinting, responding to letters of inquiry, and background reinvestigations required under Federal Investigative Standards. In this event, the contractor must provide, or cause each of its employees to provide, such security information to AXP. Failure to cooperate with security processing will result in an unfavorable suitability determination.

12. The contractor must retrieve a current roster report through VAP on a quarterly basis to ensure the roster is accurate, and immediately correct any discrepancies with the responsible AXP office. The prime contractor is responsible for the accuracy of their subcontractors' rosters as well.

13. Contractor employees subject to the requirements of this clause must take the FAA Security Awareness Virtual Initiative (SAVI) training within 90 days of reporting to work and annually thereafter. This training is available on the FAA's Electronic Learning Management System (eLMS). Contractors without access to eLMS please see <https://my.faa.gov/org/linebusiness/ash/programs/savi.html> for instructions.

14. The prime contractor must contact the CO or COR, and AXP within one business-day in the event an employee (who has been cleared for FAA access by AXP) is arrested (i.e., taken into custody by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Contractor becomes aware of any information that may raise a question about the suitability of a contractor or subcontractor employee.

15. Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract, and may result in suspension or revoked access to FAA assets for the Contractor's employee.

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

17. The contractor agrees to insert terms that conform substantially to the language of this clause, excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under FAA Order 1600.1F do not apply.

(End of Clause)

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Section J - List of Documents, Exhibits and Other Attachments

Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	SOW_ZID ARTCC Water Treatment	03/01/2023	11
2	WD_Marion county 12-27-22	12/27/2022	14
3	Form-Contractor Staffing Access Questionnaire	05/24/2023	3
4	Customer Satisfaction Survey - 697DCK-23-R-00387	05/25/2023	1

The remainder of this page has been intentionally left blank.

Section K - Representations, Certifications, and Other Statements of Bidders

Clause List

3.2.2.3-82 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (JUL 2012)

3.2.2.3-81 PROHIBITION AGAINST CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (OCT 2015)

(a) Definition: "Inverted Domestic Corporation" and "subsidiary" are defined in AMS clause 3.2.2.3-83 "Contracting with Inverted Domestic Corporations."

(b) The FAA is not permitted to use appropriated or otherwise made available funds for contracts with either an inverted domestic corporation or a subsidiary of an inverted domestic corporation unless the requirement is waived in accordance with applicable AMS guidance)

(c) Representation. By submittal of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Provision)

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2021)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) All representations and certifications as reflected in the System for Award Management (SAM) are current and accurate as of the date the proposal/offer is submitted. The offeror must provide immediate written notice to the Contracting Officer if at any time prior to award the Offeror and/or any of its Principals learns that any certification or representation in SAM was erroneous when this proposal/offer was submitted or has become erroneous by reason of changed circumstances. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, vetbiz.va.gov.

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

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

(B) Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public- (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1) (ii)(B) of this provision. (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. (1) Federal taxes are considered delinquent if both of the following criteria apply: (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted. (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded. (2) Examples- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek

Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights. (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

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

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 CERTIFICATION OF REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (APR 2022)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), the offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the Unique Entity Identifier (UEI) or Electronic Funds Transfer (EFT) indicator.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.3.1-41 ELECTRONIC INVOICING - REPRESENTATION (JAN 2021)

(a) The FAA intends to use electronic invoicing as per AMS clause 3.3.1-40 "Electronic Submission of Payment Requests" for this contract when it is awarded. Offerors must indicate whether they are currently using this form of electronic invoicing on other contract(s), or can easily adapt to it upon award of the contract. [] Yes [] No

(b) If an offeror indicates "No" the offeror must explain in this space why a waiver of this requirement should be approved in the event they were awarded the contract.

[]

(c) Waiver requests will be handled per (f) of clause 3.3.1-40.

3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JAN 2023)

(a)(1) The offeror certifies that each end product, except as listed below in paragraph (b), is a domestic end product.

(2) The offeror must list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the offeror must also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of domestic content is unknown, select "no".

(3) The terms "domestic end product," "end product," and "foreign end product" are defined in the clause AMS 3.6.4-2 "Buy American Act-Supplies."

(b) Foreign End Products

Line Item No.	Country of Origin	Exceeds 55% Domestic Content Yes/No
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[list as necessary]

(c) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer.

(End of provision)

3.6.4-18 CERTIFICATION REGARDING STEEL AND MANUFACTURED GOODS (APR 2022)

In accordance with 49 USC Section 50101, the offeror/contractor certifies that: (Check one) [] The steel and manufactured goods, including components and subcomponents provided in accordance with this contract are entirely produced in United States (or deemed United States produced pursuant to International Agreement) [] The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all

components of the facility or equipment and final assembly of the facility or equipment has occurred in the United States.

(End of clause)

3.6.4-19 PROHIBITION CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATED TO IRAN- REPRESENTATION AND CERTIFICATIONS (APR 2013)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any other entity owned or controlled by, or person controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any other entity owned or controlled by, or person controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act 50 USC 1701 et. seq. (see the Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List on their website).

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

3.6.4-22 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JAN 2021)

(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 AMS clause 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(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 this prohibition will be construed to-

(i) Prohibit the head of the 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 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 part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government. Nothing in this prohibition will be construed to-

(i) Prohibit the head of the 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 must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that 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.

(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 must provide the additional disclosure information required at paragraph (e) if the Offeror indicates "does".

(e) Disclosures. 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 must provide the following information as part of the offer--

(1) For covered equipment

(i) 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;

(ii) 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

(iii) 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.

(2) For covered services-

(i) 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

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses 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.

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

(3) For covered equipment

(i) 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);

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

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

(4) For covered services-

(i) 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

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses 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)

3.6.4-24 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (JAN 2021)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meanings per the clause 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment".

(b) *Procedures.* The offeror must 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) *Representation.*

(1) The offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as 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)

3.13-4 CONTRACTOR IDENTIFICATION NUMBER - UNIQUE ENTITY IDENTIFIER (UEI) (APR 2022)

(a) Definitions. As used in this provision:

"Contractor Identification Number," as used in this provision, means " Unique Entity Identifier" (UEI)(also known as the Unique Entity ID), which is a nine-digit number assigned by the System for Award Management (SAM) to identify unique business entities (taken from AMS Clause 3.3.1-33 "System for Award Management".)

"Electronic Funds Transfer indicator " means the 4-character suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

UEI or EFT indicator: _____

(c) If the offeror does not have a UEI, it should obtain one via www.sam.gov.

(d) The offeror should be prepared to provide the following information when requesting a UEI:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and ZIP Code.
- (4) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (5) Company Telephone Number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

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Section L - Instructions, Conditions, and Notices to Bidders

Clause List

3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JUL 2004)

3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JUL 2004)

3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JUL 2004)

3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JUL 2004)

3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JUL 2004)

3.2.2.3-17 PREPARING OFFERS (JUL 2004)

3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (MAR 2009)

3.2.2.3-19 CONTRACT AWARD (JUL 2004)

3.2.2.3-20 OFFERS (JAN 2018)

(a) The offeror (you) must submit responses to this SIR by the following electronic means e-mail Your offer must arrive at the place and by the time specified in the SIR.

(b) Such offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) Send your offer to randie.n.thornton@faa.gov.

(e) We will not be responsible for any failure attributable to transmitting or receiving the offer, unless it falls under section (a) of AMS provision 3.2.2.3-14 "Late Submissions, Modifications, and Withdrawals of Submittals".

(End of provision)

3.6.1-17 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE (OCT 2022)

The North American Industry Classification System (NAICS) code for this procurement is: 325998.

The small business size standard as defined by the Small Business Administration (SBA) is the following:

For NAICS codes based on SBA's calculation of annual receipts, the annual average receipts cannot exceed [].

For NAICS codes based on the number of employees, the average number of employees over the last 24-month period cannot exceed 500.

(End of provision)

3.9.1-3 PROTEST (JAN 2020)

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

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

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

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

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

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

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

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

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

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

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

(f) Protests shall be filed at:

(1) For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration

800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or

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

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

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

(End of provision)

SA18 PROPOSAL CONTENT

Submission of Offer. An Offeror shall submit an offer which shall include the following.

Proposal (Provide 1 copy).

NOTE: The contractor's proposal shall include:

Cover letter stating that no exceptions are taken to any specification requirements or contract terms and condition, or detailed summary of all exceptions taken

Signed SOLICITATION, OFFER, AND AWARD form (amendments if issued)

Part I, Section B, SUPPLIES/SERVICES & PRICE/COST thru Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS (Note: ensure Offeror completes Section I, clause 3.6.3-3 Hazardous Material Identification and Material Safety Data) The FAA does not follow the FAR therefore submission of your SAM registration with clauses does not meet this requirement.

A certificate of liability from your insurance company that shows you can meet the requirements identified in Part I, Section H, SW.H-1 Insurance Requirements Schedule.

No less than three (3) Past Experience References of similar work (e.g. must be chiller maintenance services of a similar size and scope) within the past five (5) years to the requirements in this SIR.

No less than three (3) Past Performance Submittals (Customer Satisfaction Surveys) completed and submitted by a third party that show completion of similar work, e.g. must be chiller maintenance work of a similar size and scope to the requirements in this SIR.

SA19 QUESTIONS REGARDING THE SOLICITATION

If you need clarification or an interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted no later than June 5, 2023, by 5:00 PM CST. Submit your request to the contracting officer by the means listed in SW.L-2 above. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

THIS IS A REQUEST FOR PROPOSALS. NO FORMAL OPENING OF PROPOSALS WILL OCCUR, AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. UNSUCCESSFUL OFFERORS WILL BE NOTIFIED BY LETTER, AND AN AWARD ANNOUNCEMENT WILL BE POSTED ON THE FAA CONTRACT OPPORTUNITIES WEBSITE FOR PUBLIC VIEWING.

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Section M - Evaluation Factors for Award

Clause List

3.2.4-31 EVALUATION OF OPTIONS (APR 1996)

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

(End of provision)

SA23 BASIS OF AWARD FOR LOW PRICE WITH OPTIONAL BID ITEMS

The Government may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Award shall be in accordance with clause 3.2.2.3-19, entitled 'CONTRACT AWARD' (JULY 2004)

Contractors must make an offer on ALL items or the entire offer will be rejected as

non-responsive. The evaluation of options will not obligate the government to exercise the options. The government reserves the right to award any or all option(s) in any order.

Only one (1) contract award shall be made as a result of this solicitation. If options are not selected, award will be made to the otherwise responsive offeror whose offer results in the lowest price for the base bid. If options are selected, award will be made to the otherwise responsive offeror whose offer results in the lowest aggregate price for the base bid and those option(s) exercised.

(End of Provision)

SA56 EVALUATION FACTORS FOR AWARD - SERVICES

The Government will make award to the contractor offering the lowest priced, technically acceptable offer. The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. Proposals shall be evaluated as either 'acceptable' or 'unacceptable' on the basis of the following criteria:

A. Past Experience. STANDARD FOR REVIEW: An acceptable proposal must demonstrate at least three (3) successful relevant projects in the past five (5) years standard, three (3) years minimum, years similar to the current requirement. The FAA reserves the right to contact the customers listed as references, and to apply that information in its final determination.

B. Past Performance. STANDARD FOR REVIEW: At least three (3) Customer Satisfaction Surveys must be received, directly from the customer reference, before the solicitation deadline. The FAA reserves the right to contact customers listed as references and conduct a Customer Satisfaction Survey by telephone. If Contractor does not have an applicable performance history, then, within the cover letter, the Contractor must indicate the reason for such absence of past performance history and provide a proposed project management plan to ensure the quality of the services to be performed. Keep in mind that the Agency may use information other than that provided by the Contractor in connection with this solicitation.

C. Project Management. STANDARD FOR REVIEW: An acceptable proposal must include a Quality Management Plan. Plan must include 1) list of proposed sub-contractors; 2) a detailed project approach description to include a proposed project manager that has at least 3 years overseeing comparable services; 3) example of work schedule to be used; and 4) Quality Control Plan. This information will be used by the FAA in its final determination.

(End of Provision)

SA61 CONSIDERATION OF PRICE - LOWEST PRICED TECHNICALLY ACCEPTABLE (LPTA)
SOURCE SELECTION

The offeror must submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer. Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award will be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

(End of Provision)

**U.S. Department of Transportation
Federal Aviation Administration**

SPECIFICATIONS



Provide water treatment services for Hot Water, Steam Boilers, Chillers, & Cooling Towers

Indianapolis Air Route Traffic Control Center

**1850 S. Sigsbee Street
Indianapolis, IN 46241**

March 2023

1. Water treatment Scope of Work

These specifications, together with the standards specified and contract documents cover the requirements for all work associated with providing water treatment services including chemical treatment, materials, services, testing and documentation for the closed loop heating hot water boiler, humidification/steam system, chilled water system, and open loop condenser water system at the Indianapolis Air Route Traffic Control Center (ARTCC), located at 1850 S. Sigsbee Street, Indianapolis, Indiana 46241.

Furnish all material, consulting services, equipment, labor and supervision required to maintain trouble free performance on all waterside components of the following environmental equipment.

- a. Closed loop hot water system
- b. Closed loop chilled water system
- c. Open loop steam humidification system
- d. Open loop condenser, cooling tower water system

Refer to attached specification for further details.

2. Work Hours and Performance Period

All work shall be performed during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday. Contractor shall perform complete analysis, testing and documentation **weekly**. The duration of this contract is for one year with the possibility of four (4) option renewals.

3. Notifications of Planned Overtime Work

In the event the Contractor intends to work overtime or on holidays, approval of the Contracting Officer's Representative (COR) shall be obtained at least 24 hours in advance of commencement of the overtime work and 48 hours prior to weekend or holiday work.

4. Security Concerns

All contractor personnel, possessions, equipment, materials, vehicles etc. are subject to inspections at the discretion of FAA security personnel while on FAA property. Access to the ARTCC is restricted to authorized personnel only. The contractor shall advise the COR of all personnel requiring access so that security arrangements can be made. All contractor personnel will be required to register with security personnel and wear official identification badges at all times while on site.

5. Instructions to Bidders

The contractor shall read and understand the contract documents thoroughly before submitting a formal quote to the FAA. It is the contractor's responsibility to understand and recognize all specifications and requirements necessary to perform this project.

6. Site Investigations and Walk-through

Contractors quoting on this project are encouraged to visit the site to determine the scope of work and existing conditions under which the work is to be performed, prior to quote submission. Arrangements for site visits can be made by calling the COR.

7. Coordination

Note: Coordination with the COR, telephone number (317) 247-2211 is mandatory throughout the duration of this service contract.

8. Contractor's Qualifications

The contractor shall have been regularly engaged in the Industrial Water Treatment field for a minimum period of five years.

9. Contracting Officer's Representative (COR)

The COR shall be contacted concerning all technical matters relative to this contract. The COR is located at the site on a full time basis. The **Contracting Officer** is the only person who can authorize changes to the Statement of Work or contract prices.

10. Contractor's Responsibilities

The contractor's responsibilities include, but are not limited to providing the following:

- a. Necessary safeguard to ensure the health and safety of the FAA employees in and around the work area.
- b. Supplying all material, equipment, and labor to accomplish the work.
- c. The ARTCC is a 24 hour a day, seven days a week facility, critical to aviation safety. Disruptions of any major systems supporting the National Airspace System must be avoided.

11. Government Owned Equipment

The following government owned equipment is installed at the site and is available for the contractor's use: (subject to change)

- a. Cooling Tower Equipment
 - (1) Watson / Marlow Qdos 30 Universal+ PFPE right hand pump
 - (3) Chem Tech XP Series pumps
 - (1) PULSAtrol Series 900o Controller

- b. Steam Boiler Equipment
 - (2) LMI Model P151-398SI chemical pumps
 - (1) Dayton 0-60 timer
 - (1) Feed water tank
 - (1) Water Softener system

12. Contractor Furnished Equipment

The contractor shall provide any additional treatment equipment required. Relocation of any water treatment equipment must be performed and supervised by the contractor and approved by the COR.

13. Submittals

Prior to award of a contract, the contractor shall submit for approval, detailed submittal literature for the proposed water treatment.

Technical data sheets, MSDS data sheets shall be clearly marked to identify pertinent products or models.

The contractor shall provide the following information in an organized manner to the Contracting Officer.

Submittal No.

Item

01	Closed Loop Hot Water Treatment Chemicals and Process
02	Closed Loop Chilled Water Treatment Chemicals and Process
03	Open Loop Steam Boiler Water Treatment Chemicals and Process
04	Open Loop Cooling Tower Water Treatment Chemicals and Process
05	MSDS Sheets on all proposed Chemicals
06	Testing and Reporting Format on 01 through 04
07	Qualification of the Person Performing the Test

Submission Requirements

All required submittals shall be forwarded to the CO for approval or disapproval action prior to installation. Three (3) copies of each submittal shall be forwarded to the CO not later than ten calendar days after receipt of a purchase order. One (1) copy will be returned to the contractor, indicating approval or disapproval.

Submittal Approval Requirements and Time

All submittals shall be approved prior to their incorporation into the work. Required submittals will be approved or disapproved within thirty (30) days after receipt from the contractor. All materials and services for work shall match the approved submittals. After a submission has been approved, no substitution will be permitted without prior approval by the CO/COR.

Disapproved Submittals:

Disapproved submittals must be corrected to comply with specification requirements and resubmitted to the CO for approval not later than ten (10) calendar days after receipt from the CO. Corrected submittals will be approved or disapproved and returned to the contractor within ten (10) working days.

14. Code Compliance

All work shall be performed in accordance with the state and local code requirements. In the case where regulations and/or Contract documents are conflicting, or discrepancies occur, the more stringent shall be followed and enforced.

15. Storage

Adequate storage area is available at the site for a reasonable amount of water treatment chemicals. This area is enclosed and heated. The contractor shall maintain adequate inventories so that the designated storage area is not overcrowded. The contractor will deliver the water treatment chemicals to the designated storage/use area. The contractor shall provide on-site reusable bulk storage containers. The contractor shall haul away all used containers within thirty days after emptying the chemicals and haul away all unused containers and chemicals at the end of the contract.

16. Chemical Safeguards

The contractor shall warrant that the chemicals used in the water treatment program will not endanger the health or safety of persons coming into contact with the materials and will not damage personal and real property as long as contractor's written instructions are followed. The contractor also warrants that the chemicals used in the water treatment program shall have no detrimental effect on the metallic or non-metallic materials in the equipment being treated.

17. Packaging

The treatment supplied by the contractor shall be pre-mixed and shall be especially designed and formulated for the type of water being used in the system. Each package of treatment shall be labeled describing the contents and directions for use.

18. Scale and Corrosion Control

The use of essentially toxic and staining corrosion inhibitors such as chromates will not be permitted. Corrosion inhibitors shall have been proven effective by at least one year's use by the contractor. Poly-phosphates are not considered as effective corrosion inhibitors. The use of the organic phosphorous type will be permitted. The use of either pH adjustment or chelating type seal prevention will be permitted (No use of acids).

19. Testing and Reporting

The contractor shall provide the following testing and reporting services.

- a. Initial dosages and blow down schedules by the first service date.
- b. Written instructions, including dosages and schedules for control of all water treatment services under this contract by the first service date.
- c. Instructions to operating personnel regarding proper methods of applying treatment within two weeks from the first service date.
- d. Investigate unusual conditions and make recommendations for their corrections. The response time for the corrective action shall be within three days after the investigations.
- e. Provide water sample containers for on-site and laboratory sample analysis.
- f. Provide appropriate test kits with reagents for on-site sample analysis. Provide replacement kits as necessary.

- g. Provide log sheets for maintaining necessary records.

20. Service Calls

Service calls by the contractor shall be made during normal business hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. The contractor shall call the ARTCC and set up an appointment at the convenience of the technicians, with a minimum of two days of advanced notice, and shall perform the following on a bi-weekly basis:

- a. Review water analysis records, correspondence and reports since previous calls.
- b. Make necessary test of water samples to assure proper operation of water treatment program.
- c. Consult with operating personnel and COR on methods of increasing overall efficiency and effectiveness of water treatment program.
- d. Submit a written report to the COR on the day of the service call.

21. Monthly Inspection and Work Acceptance

Certification of Completion. When the contractor considers each monthly test complete, a written certification will be submitted, identifying that all requirements of the monthly visit have been met.

Final Inspection. The COR will schedule the final inspection upon approval and endorsement of the contractor's test completion certification.

Punch List. The COR will furnish the contractor with a list of any discrepancies in the work, material, and equipment noted during the final inspection.

Acceptance of Work. The contractor shall correct discrepancies noted during the final inspection, and notify the COR that the test/work is ready for re-inspection and acceptance.

22. General Notes

Chemicals

All chemicals shall be registered with the United States Department of Agriculture (USDA) or the United States Environmental Protection Agency (EPA) and labeled, as required, by law.

Chemical productions shall comply with both local and state pollution control regulation.

Water Analysis

The chemical treatment contractor shall provide their services of a testing laboratory to perform the site water analysis in accordance with ASTM Standards.

- 1. D 859 – Silica in water and wastewater
- 2. D 1067 – Acidity or alkalinity of water
- 3. D 1068 – Iron in water
- 4. D 1126 – Hardness in water

5. D 1293 – pH of water
6. D 1888 – Particulate and dissolved matter, solids or residue in water
7. D 1889 – Turbidity in water
8. D 3370 – Standard practices for sampling water
9. Take water samples in accordance with ASTM D 3370
10. Prepare test report in accordance with ASTM D 596 for each of the tests conducted
11. Submit the test reports to the COR

Chemical Treatment

The chemical treatment contractor shall provide complete services necessary for chemically treating for the following systems:

1. Heating hot water system
2. Cooling chilled water system
3. Steam boiler water system
4. Cooling tower water system (condenser water)

The chemical treatment contractor shall provide, but not be limited to the following:

1. Testing equipment for daily analysis by FAA personnel.
2. Chemicals
3. Analytical and testing work
4. Inspection
5. Calculations and results
6. Detailed explanations and inspections of the tests
7. Instruction to the owner
8. Determine which chemical to use from the results of the site water analysis. Provide the chemicals necessary to achieve the desired water condition.
9. Charge with chemicals then start-up and operate the chemical treatment equipment to provide steady, stable characteristics for the system treated.

10. After the chemical treatment is functioning as intended, the chemical treatment agency shall demonstrate to the COR and technicians the chemical treatment operations.
11. Any laxity or failure on the contractor's responsibility to maintain the overall water treatment system at its optimum operating point can have an adverse impact to the operational state of the ARTCC and hence, will not be tolerated. The treatment system shall be designed to extend the life of the complete environmental systems. The contractor may be held liable for any damages to the equipment resulting from negligence or lack of knowledge in the proper water treatment of the environmental systems.
12. Furnish two copies of the MSDS sheets for each chemical and test reagents no later than the time of delivery. If any chemicals or test reagents are changed over the course of the contract, two new MSDS of each new chemical etc. are required prior to or no later than time of delivery.

Technicians and Engineer Training

The chemical treatment agency, in conjunction with the chemical treatment equipment manufacturer's factory representative shall train the technicians and the engineer to operate and maintain the chemical treatment system as a whole and in part for each piece of equipment.

The COR will be furnished a chemical treatment administration manual covering the chemical treatment program for each of the systems treated. The manual shall include, but not be limited to:

1. Name, address and telephone number of the chemical treatment agency and each of the equipment manufacturers.
2. Operation and maintenance manual
3. Test reports
4. Chemical data sheets
5. A narrative describing the chemical treatment program for each of the systems being treated
6. A flowchart of the entire water treatment procedures and processes on each of the systems
7. Provide not less than eight hours of on-site training to the technicians and the COR

During each visit:

1. Check and adjust the chemical treatment equipment
2. Check the chemistry of the treated system to confirm the chemicals are maintaining the systems as intended
3. Advise and instruct the technician on operation changes made to the chemical treatment program

4. Take a water sample of each system being chemically treated and have the samples tested. Prepare a report for each water sample and submit it to the Owner. Include the test report changes that need to be made to the chemical treatment program.
5. Perform tests of the cooling tower water for legionella pneumophila. Submit reports stating bacteria count per milliliter and the results from previous tests. Submit the report in writing once a year.
6. Maintain complete records of the treatment program for each system at the project site. Keep the records in a hardbound manual with the COR. A second copy shall be maintained by the agency for the agency's records.
7. Add liquid dispersant for all systems as required. The dispersant shall be a blend of penetrants, surfactants, and polymeric dispersants used in the cleanup of cooling water systems to improve microbiological control.

Corrosion Coupons

Owner will install a corrosion coupon rack on the open loop cooling tower water system. Contractor shall furnish and install corrosion coupons at least two times a year. The coupons shall be monitored and the results shall be reported to the COR. All testing of the corrosion coupons shall be done by an independent laboratory. Provide written report on the condition of the coupons. The number of coupons that will be installed and their installation locations shall be coordinated with the COR.

23. Closed Loop Boilers and Chillers Water Treatment

The closed loop waters of boilers and chillers shall be treated with the best chemicals selected by the contractor, and approved by the COR. The treatment shall provide complete protection of the boiler and chiller system against corrosion, scale formation and sludge.

For close loop water systems, provide chemicals which:

1. Form a protective film to prevent corrosion and scale formation
2. Scavenge oxygen and protect against scale
3. Remain stable throughout the operating temperature range
4. Are compatible with pump seals and other elements in the system
5. Are similar to a boron-nitrate/molybdate scale inhibitor compound

Furnish water treatment chemicals in polyethylene drums, fiber drums with plastic liners, or plastic-lined "liqui-paks" as best suited to the materials. Paper bags or unlined cardboard cartons **are not** acceptable.

Multiple chemicals used in a common system shall be compatible.

Levels of Water Treatment

Closed loop chilled and hot water systems shall maintain the following parameters:

1. PH: 7.8 – 8.5
2. Provide either:
 - a. Buffered nitrate at the rate of 500 parts per million for chilled water systems
 - b. Molybdate at the rate of 50 to 100 parts per million

24. Steam Boiler Water Treatment

The make-up water to the steam boiler shall be treated with the best chemicals selected by the contractor and approved by the COR. The treatment shall provide complete protection of the boiler system against corrosion, scale formation, sludge, boiler water carry over due to foaming and condensate system corrosion. The contractor shall maintain the following characteristics of water within the operating boiler.

1. PH: Recommended PH with a maximum of 10.5
2. Conductance: 2000 – 3000 micromhos
3. Total sulfite: 30 – 50 parts per million
4. Silica: Not to exceed 60 parts per million
5. Sludge conditioner: Determined by the contractor

25. Open Loop Condenser, Cooling Tower Water Treatment

The cooling tower make-up water shall be treated with the best available chemicals selected by the contractor and approved COR. The treatment shall provide complete protection of the condenser system against corrosion, scale formation, and biological growth. The contractor shall maintain the following water characteristics within the condenser water system:

- a. Water Concentration: Based on four (4) cycles of concentration by chlorides
- b. Inhibitor: Inhibitor shall contain tolytriazole
- c. Phosphonate (PBCTA) Based Program: Chemicals shall not be degraded with the presence of oxidizing biocides
- d. Biological Growth: Zero

For cooling tower water systems, provide:

1. Chemicals and dilution rates that will not decay or deteriorate the concrete and embedded reinforcing steel in a concrete cooling tower, sump and basin
2. Chemicals and dilution rates that will not decay or deteriorate the cooling tower and its associated component.
3. PH chemicals

4. A corrosion inhibitor
5. A scale inhibitor
6. A dispersant
7. Biocides

Level of Water Treatment

Cooling Tower Water Systems: Provide a system of chemical treatment, which will maintain the system within plus or minus 10 percent of the following parameters:

1. PH: 7.8 – 8.2 to a level that corresponds to the desired total alkalinity
2. Inhibitor for scale and corrosion: Corrosion rate not to exceed 5 mils per year and zero scale
3. Cycle of concentration: 7 maximum, 3.5 minimum
 - a. Calculate cycles of concentration based on a sample of the system make up water and the following formula: Cycle of concentration equals the target value divided by the actual value of the make-up water.
 - 1) Silica, target value: not to exceed 150 ppm
 - 2) Total alkalinity, target value: 500 ppm
 - 3) Total hardness, target value: 1200 ppm
 - b. Provide acid feed when total alkalinity or total hardness of sample makes up water yield a cycle of concentration value less than 3.0.
4. Organic growths: None

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations
Wage Determination No.: 2015-4787 Revision No.: 22 Date Of Last Revision: 12/27/2022	

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Indiana

Area: Indiana Counties of Boone, Hamilton, Hancock, Hendricks, Johnson, Madison, Marion, Morgan, Putnam, Shelby

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
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01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	16.11***
01012 - Accounting Clerk II	18.10
01013 - Accounting Clerk III	20.24
01020 - Administrative Assistant	29.42
01035 - Court Reporter	19.20
01041 - Customer Service Representative I	14.65***
01042 - Customer Service Representative II	15.99***
01043 - Customer Service Representative III	17.94
01051 - Data Entry Operator I	14.10***
01052 - Data Entry Operator II	15.39***
01060 - Dispatcher, Motor Vehicle	19.17
01070 - Document Preparation Clerk	18.13
01090 - Duplicating Machine Operator	18.13
01111 - General Clerk I	14.67***
01112 - General Clerk II	16.00***
01113 - General Clerk III	17.96
01120 - Housing Referral Assistant	20.59
01141 - Messenger Courier	14.04***
01191 - Order Clerk I	17.36
01192 - Order Clerk II	18.94
01261 - Personnel Assistant (Employment) I	17.54
01262 - Personnel Assistant (Employment) II	19.63
01263 - Personnel Assistant (Employment) III	21.88
01270 - Production Control Clerk	22.42
01290 - Rental Clerk	15.07***
01300 - Scheduler, Maintenance	16.51
01311 - Secretary I	18.12
01312 - Secretary II	20.27
01313 - Secretary III	22.60
01320 - Service Order Dispatcher	17.76
01410 - Supply Technician	29.42
01420 - Survey Worker	18.13
01460 - Switchboard Operator/Receptionist	15.24***
01531 - Travel Clerk I	20.41
01532 - Travel Clerk II	21.76
01533 - Travel Clerk III	23.22
01611 - Word Processor I	15.46***
01612 - Word Processor II	17.36
01613 - Word Processor III	19.42
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.84
05010 - Automotive Electrician	21.49
05040 - Automotive Glass Installer	20.43
05070 - Automotive Worker	20.43
05110 - Mobile Equipment Servicer	18.40
05130 - Motor Equipment Metal Mechanic	22.58
05160 - Motor Equipment Metal Worker	20.43
05190 - Motor Vehicle Mechanic	22.58

05220 - Motor Vehicle Mechanic Helper	17.25
05250 - Motor Vehicle Upholstery Worker	19.49
05280 - Motor Vehicle Wrecker	20.43
05310 - Painter, Automotive	21.87
05340 - Radiator Repair Specialist	20.43
05370 - Tire Repairer	14.84***
05400 - Transmission Repair Specialist	22.58
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.35***
07041 - Cook I	14.54***
07042 - Cook II	16.14***
07070 - Dishwasher	10.69***
07130 - Food Service Worker	12.98***
07210 - Meat Cutter	14.48***
07260 - Waiter/Waitress	10.73***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.52
09040 - Furniture Handler	15.60***
09080 - Furniture Refinisher	20.52
09090 - Furniture Refinisher Helper	17.34
09110 - Furniture Repairer, Minor	19.02
09130 - Upholsterer	22.51
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.57***
11060 - Elevator Operator	14.03***
11090 - Gardener	20.48
11122 - Housekeeping Aide	14.03***
11150 - Janitor	14.03***
11210 - Laborer, Grounds Maintenance	15.99***
11240 - Maid or Houseman	12.75***
11260 - Pruner	14.37***
11270 - Tractor Operator	19.21
11330 - Trail Maintenance Worker	15.99***
11360 - Window Cleaner	15.61***
12000 - Health Occupations	
12010 - Ambulance Driver	18.04
12011 - Breath Alcohol Technician	21.22
12012 - Certified Occupational Therapist Assistant	29.03
12015 - Certified Physical Therapist Assistant	29.42
12020 - Dental Assistant	22.38
12025 - Dental Hygienist	39.04
12030 - EKG Technician	29.26
12035 - Electroneurodiagnostic Technologist	29.26
12040 - Emergency Medical Technician	18.04
12071 - Licensed Practical Nurse I	18.97
12072 - Licensed Practical Nurse II	21.22
12073 - Licensed Practical Nurse III	23.66
12100 - Medical Assistant	18.20
12130 - Medical Laboratory Technician	23.08

12160 - Medical Record Clerk	20.32
12190 - Medical Record Technician	22.73
12195 - Medical Transcriptionist	19.72
12210 - Nuclear Medicine Technologist	37.84
12221 - Nursing Assistant I	11.78***
12222 - Nursing Assistant II	13.23***
12223 - Nursing Assistant III	14.44***
12224 - Nursing Assistant IV	16.22
12235 - Optical Dispenser	15.22***
12236 - Optical Technician	22.15
12250 - Pharmacy Technician	17.68
12280 - Phlebotomist	17.79
12305 - Radiologic Technologist	30.68
12311 - Registered Nurse I	25.55
12312 - Registered Nurse II	31.25
12313 - Registered Nurse II, Specialist	31.25
12314 - Registered Nurse III	37.80
12315 - Registered Nurse III, Anesthetist	37.80
12316 - Registered Nurse IV	45.32
12317 - Scheduler (Drug and Alcohol Testing)	26.30
12320 - Substance Abuse Treatment Counselor	22.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.84
13012 - Exhibits Specialist II	24.59
13013 - Exhibits Specialist III	30.06
13041 - Illustrator I	19.93
13042 - Illustrator II	24.69
13043 - Illustrator III	30.20
13047 - Librarian	24.08
13050 - Library Aide/Clerk	13.82***
13054 - Library Information Technology Systems Administrator	25.49
13058 - Library Technician	16.41
13061 - Media Specialist I	15.68***
13062 - Media Specialist II	17.53
13063 - Media Specialist III	19.55
13071 - Photographer I	17.57
13072 - Photographer II	19.66
13073 - Photographer III	24.34
13074 - Photographer IV	29.78
13075 - Photographer V	36.03
13090 - Technical Order Library Clerk	17.12
13110 - Video Teleconference Technician	19.46
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.36
14042 - Computer Operator II	21.66
14043 - Computer Operator III	24.15
14044 - Computer Operator IV	26.84
14045 - Computer Operator V	30.26

14071 - Computer Programmer I	(see 1)	21.92
14072 - Computer Programmer II	(see 1)	27.18
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		19.36
14160 - Personal Computer Support Technician		26.97
14170 - System Support Specialist		32.15
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.63
15020 - Aircrew Training Devices Instructor (Rated)		35.84
15030 - Air Crew Training Devices Instructor (Pilot)		42.96
15050 - Computer Based Training Specialist / Instructor		29.63
15060 - Educational Technologist		30.94
15070 - Flight Instructor (Pilot)		42.96
15080 - Graphic Artist		23.25
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.93
15086 - Maintenance Test Pilot, Rotary Wing		39.93
15088 - Non-Maintenance Test/Co-Pilot		39.93
15090 - Technical Instructor		24.20
15095 - Technical Instructor/Course Developer		29.60
15110 - Test Proctor		19.53
15120 - Tutor		19.53
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.64***
16030 - Counter Attendant		10.64***
16040 - Dry Cleaner		13.22***
16070 - Finisher, Flatwork, Machine		10.64***
16090 - Presser, Hand		10.64***
16110 - Presser, Machine, Drycleaning		10.64***
16130 - Presser, Machine, Shirts		10.64***
16160 - Presser, Machine, Wearing Apparel, Laundry		10.64***
16190 - Sewing Machine Operator		14.14***
16220 - Tailor		15.05***
16250 - Washer, Machine		11.33***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		25.46
19040 - Tool And Die Maker		30.19
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.41
21030 - Material Coordinator		22.42
21040 - Material Expediter		22.42
21050 - Material Handling Laborer		17.11
21071 - Order Filler		14.39***
21080 - Production Line Worker (Food Processing)		18.41
21110 - Shipping Packer		17.60
21130 - Shipping/Receiving Clerk		17.60

21140 - Store Worker I	15.89***
21150 - Stock Clerk	21.94
21210 - Tools And Parts Attendant	18.41
21410 - Warehouse Specialist	18.41
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.28
23019 - Aircraft Logs and Records Technician	29.17
23021 - Aircraft Mechanic I	33.09
23022 - Aircraft Mechanic II	34.28
23023 - Aircraft Mechanic III	35.49
23040 - Aircraft Mechanic Helper	26.87
23050 - Aircraft, Painter	31.96
23060 - Aircraft Servicer	29.17
23070 - Aircraft Survival Flight Equipment Technician	31.96
23080 - Aircraft Worker	30.48
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	30.48
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	33.09
23110 - Appliance Mechanic	21.60
23120 - Bicycle Repairer	18.00
23125 - Cable Splicer	38.38
23130 - Carpenter, Maintenance	23.85
23140 - Carpet Layer	18.61
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	27.54
23182 - Electronics Technician Maintenance II	28.98
23183 - Electronics Technician Maintenance III	30.45
23260 - Fabric Worker	23.80
23290 - Fire Alarm System Mechanic	23.24
23310 - Fire Extinguisher Repairer	22.47
23311 - Fuel Distribution System Mechanic	34.65
23312 - Fuel Distribution System Operator	28.47
23370 - General Maintenance Worker	19.09
23380 - Ground Support Equipment Mechanic	33.09
23381 - Ground Support Equipment Servicer	29.17
23382 - Ground Support Equipment Worker	30.48
23391 - Gunsmith I	22.47
23392 - Gunsmith II	24.94
23393 - Gunsmith III	27.57
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.49
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.44
23430 - Heavy Equipment Mechanic	26.53
23440 - Heavy Equipment Operator	30.31
23460 - Instrument Mechanic	34.22
23465 - Laboratory/Shelter Mechanic	26.25
23470 - Laborer	16.64

23510 - Locksmith	21.45
23530 - Machinery Maintenance Mechanic	28.94
23550 - Machinist, Maintenance	23.27
23580 - Maintenance Trades Helper	17.34
23591 - Metrology Technician I	34.22
23592 - Metrology Technician II	35.45
23593 - Metrology Technician III	36.69
23640 - Millwright	31.43
23710 - Office Appliance Repairer	21.45
23760 - Painter, Maintenance	23.40
23790 - Pipefitter, Maintenance	29.73
23810 - Plumber, Maintenance	28.40
23820 - Pneudraulic Systems Mechanic	27.57
23850 - Rigger	30.53
23870 - Scale Mechanic	24.94
23890 - Sheet-Metal Worker, Maintenance	25.00
23910 - Small Engine Mechanic	20.33
23931 - Telecommunications Mechanic I	27.20
23932 - Telecommunications Mechanic II	28.18
23950 - Telephone Lineman	23.52
23960 - Welder, Combination, Maintenance	22.42
23965 - Well Driller	25.82
23970 - Woodcraft Worker	27.57
23980 - Woodworker	22.47
24000 - Personal Needs Occupations	
24550 - Case Manager	17.69
24570 - Child Care Attendant	11.21***
24580 - Child Care Center Clerk	13.97***
24610 - Chore Aide	11.87***
24620 - Family Readiness And Support Services Coordinator	17.69
24630 - Homemaker	17.69
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.39
25040 - Sewage Plant Operator	23.12
25070 - Stationary Engineer	29.39
25190 - Ventilation Equipment Tender	22.79
25210 - Water Treatment Plant Operator	23.12
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.74
27007 - Baggage Inspector	14.23***
27008 - Corrections Officer	18.80
27010 - Court Security Officer	24.38
27030 - Detection Dog Handler	17.22
27040 - Detention Officer	18.80
27070 - Firefighter	30.65
27101 - Guard I	14.23***
27102 - Guard II	17.22
27131 - Police Officer I	32.24

27132 - Police Officer II	35.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59***
28042 - Carnival Equipment Repairer	14.50***
28043 - Carnival Worker	10.17***
28210 - Gate Attendant/Gate Tender	16.18***
28310 - Lifeguard	12.16***
28350 - Park Attendant (Aide)	18.10
28510 - Recreation Aide/Health Facility Attendant	13.21***
28515 - Recreation Specialist	21.19
28630 - Sports Official	14.41***
28690 - Swimming Pool Operator	18.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.32
29020 - Hatch Tender	31.32
29030 - Line Handler	31.32
29041 - Stevedore I	29.03
29042 - Stevedore II	32.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.63
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.71
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.62
30021 - Archeological Technician I	20.44
30022 - Archeological Technician II	23.07
30023 - Archeological Technician III	28.33
30030 - Cartographic Technician	28.33
30040 - Civil Engineering Technician	28.90
30051 - Cryogenic Technician I	30.66
30052 - Cryogenic Technician II	33.86
30061 - Drafter/CAD Operator I	20.44
30062 - Drafter/CAD Operator II	23.07
30063 - Drafter/CAD Operator III	25.49
30064 - Drafter/CAD Operator IV	31.37
30081 - Engineering Technician I	16.48
30082 - Engineering Technician II	18.50
30083 - Engineering Technician III	21.32
30084 - Engineering Technician IV	27.03
30085 - Engineering Technician V	31.36
30086 - Engineering Technician VI	37.94
30090 - Environmental Technician	23.53
30095 - Evidence Control Specialist	27.69
30210 - Laboratory Technician	22.62
30221 - Latent Fingerprint Technician I	30.02
30222 - Latent Fingerprint Technician II	33.16
30240 - Mathematical Technician	28.36
30361 - Paralegal/Legal Assistant I	19.43
30362 - Paralegal/Legal Assistant II	24.08
30363 - Paralegal/Legal Assistant III	29.45
30364 - Paralegal/Legal Assistant IV	35.63

30375 - Petroleum Supply Specialist	33.86
30390 - Photo-Optics Technician	28.33
30395 - Radiation Control Technician	33.86
30461 - Technical Writer I	24.91
30462 - Technical Writer II	30.48
30463 - Technical Writer III	36.88
30491 - Unexploded Ordnance (UXO) Technician I	26.46
30492 - Unexploded Ordnance (UXO) Technician II	32.02
30493 - Unexploded Ordnance (UXO) Technician III	38.37
30494 - Unexploded (UXO) Safety Escort	26.46
30495 - Unexploded (UXO) Sweep Personnel	26.46
30501 - Weather Forecaster I	31.37
30502 - Weather Forecaster II	38.16
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.49
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 28.33
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	32.02
31020 - Bus Aide	16.77
31030 - Bus Driver	22.75
31043 - Driver Courier	18.19
31260 - Parking and Lot Attendant	10.71***
31290 - Shuttle Bus Driver	17.52
31310 - Taxi Driver	14.19***
31361 - Truckdriver, Light	19.40
31362 - Truckdriver, Medium	22.44
31363 - Truckdriver, Heavy	23.88
31364 - Truckdriver, Tractor-Trailer	23.88
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.61***
99030 - Cashier	11.14***
99050 - Desk Clerk	12.41***
99095 - Embalmer	29.92
99130 - Flight Follower	26.46
99251 - Laboratory Animal Caretaker I	15.86***
99252 - Laboratory Animal Caretaker II	16.92
99260 - Marketing Analyst	28.90
99310 - Mortician	29.92
99410 - Pest Controller	18.26
99510 - Photofinishing Worker	14.37***
99710 - Recycling Laborer	22.57
99711 - Recycling Specialist	27.12
99730 - Refuse Collector	20.28
99810 - Sales Clerk	13.63***
99820 - School Crossing Guard	15.46***
99830 - Survey Party Chief	28.20
99831 - Surveying Aide	17.35
99832 - Surveying Technician	22.62
99840 - Vending Machine Attendant	17.20

99841 - Vending Machine Repairer	20.36
99842 - Vending Machine Repairer Helper	17.20

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, 4 weeks after 15 years, and 5 weeks after 30 years.

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin

Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

Contractor Staffing Access Questionnaire

Purpose: The purpose of this questionnaire is to identify the access needs of a potential contractor's employees so the FAA may determine the appropriate investigation requirements and badging needs for the contractor in the event of contract award.

Instructions: Please complete and return.

(a) What is the estimated number of employees (both full and part-time including subcontractor personnel) anticipated to support this contract throughout the life of the contract?*

*If available, attach a list of personnel proposed to work on the contract.

(b) Please provide the following information for each labor category anticipated on this contract. Where the labor categories are specified in advance by the FAA, these labor categories must be used. Where the labor categories are not specified in advance, use contractor labor categories:

Labor Category 1:

1. Position Title(s)-
2. Estimated number of employees in this category-
3. Will employees in this category require routine (defined as more than (1) day per week), access to an FAA facility for more than 180 days?
YES NO
4. Will employees in this category require access to FAA computer systems or FAA networks (i.e. computer access, etc.)?
YES NO
5. Will employees in the category require access to FAA Sensitive Unclassified Information (SUI) (e.g.; building or land designs, drawings, research and development material, operations plans, etc.)?
YES NO

Labor Category 2:

1. Position Title(s)-
2. Estimated number of employees in this category-
3. Will employees in this category require routine (defined as more than (1) day per week), access to an FAA facility for more than 180 days?
YES NO

Contractor Staffing Access Questionnaire

4. Will employees in this category require access to FAA computer systems or FAA networks (i.e. computer access, etc.)?

YES NO

4. Will employees in the category require access to FAA Sensitive Unclassified Information (SUI) (e.g., building or land designs, drawings, research and development material, operations plans, etc.)?

YES NO

Labor Category 3:

1. Position Title(s)-

2. Estimated number of employees in this category-

3. Will employees in this category require routine (defined as more than (1) day per week), access to an FAA facility for more than 180 days?

YES NO

4. Will employees in this category require access to FAA computer systems or FAA networks (i.e. computer access, etc.)?

YES NO

5. Will employees in the category require access to FAA Sensitive Unclassified Information (e.g., building or land designs, drawings, research and development material, operations plans, etc.)?

YES NO

(Add additional labor categories as needed)

Customer Satisfaction Survey

Date: _____

_____ (Contractor Name) is submitting a proposal on a Federal Aviation Administration solicitation and provided your name as a customer reference. Part of the evaluation process requires information on the firm's past performance. Your input is important to us and responses are required by 06/19/2023 5 PM CST (date & time) for inclusion of this evaluation. Your assistance is greatly appreciated.

Please rate your current level of satisfaction with the overall service performance:

____ Excellent (5) ____ Very Good (4) ____ Good (3) ____ Needs Improvement (2) ____ Unacceptable (1)

Comments: _____

How quickly do we respond to your needs, requests, or complaints?

____ Excellent (5) ____ Very Good (4) ____ Good (3) ____ Needs Improvement (2) ____ Unacceptable (1)

Comments: _____

How would you rate the problem solving capabilities and follow-up of our Operations Management?

____ Excellent (5) ____ Very Good (4) ____ Good (3) ____ Needs Improvement (2) ____ Unacceptable (1)

Comments: _____

How would you rate the performance of our on-site employees providing various services for your facility?

____ Excellent (5) ____ Very Good (4) ____ Good (3) ____ Needs Improvement (2) ____ Unacceptable (1)

Comments: _____

Organization Name: _____ Date: _____

Contact: _____

Phone #: _____

Thank you for completing this survey.

**THIS FORM IS TO BE COMPLETED BY THE CUSTOMER REFERENCE AND
EMAILED DIRECTLY BY THE CUSTOMER REFERENCE TO:
randie.n.thornton@faa.gov**