

**Minimum Guaranteed Quantity; Maximum Dollar Value of Supplies/Services to be Ordered.**

The minimum guaranteed quantity of supplies/services to be ordered for the Base Contract Period (2 years) is \$100,000. The maximum dollar value of supplies/services to be ordered under this contract, which includes the Base Contract Period and four (4) contract options, were all to be exercised, shall not exceed \$52,000,000.

**B.2 Contract Pricing (Applicable to base contract period and all option years).**

(a) The pricing methods/arrangements set forth at B.3 below will be used in pricing contract effort for all CLINs as described at B.1(a) through B.1(j), as well as elsewhere in Part I—The Schedule, and applicable attachments and exhibits.

(b) For all products/services manufactured, produced or provided by the contractor within its own resources, for which prices are included in the Schedule for CLINs 001-002, 010, 013-014, 016-025, and 030 through 034 for the Base Period, shall not be adjusted. For all corresponding CLINs for Options I through IV identified at B.4 such prices shall not be adjusted except in the event that the prices represent increases to the contractor's established catalog or published price to its distributors for a commercial item sold in substantial quantities to the general public, and is the net price after applying any standard trade discounts offered by the contractor to its distributors. See H.4, Economic Price Adjustment (Supplies), applicable to corresponding CLINs for Options I through IV to CLINs 001-002, 010, 013, and 021. (Note #1: Prices applicable to CLINs 001-002 and corresponding CLINs for Options I through IV identified at B.4 include one set of Operation/Maintenance manuals, and equipment factory test report; Note #2: Prices applicable to CLIN 021 and corresponding CLINs for Options I through IV identified at B.4 will be set forth as "Price Exhibits" D through F at Attachments J.9 through J.11).

(c) For all products/services offered by the contractor through its supplier(s) and/or subcontractor(s), pricing will be in accordance with the actual manufacturer's published price list/catalog, as applicable, less all applicable discounts to the contractor, plus a negotiated material handling cost in accordance with the contractor's accounting procedures.

(1) Prices are to be provided for CLINs 003-009, 011 and 012 (Base Contract period) and shall not be adjusted. Prices are not provided for corresponding option CLINs, however, the proposed discount rate is to be provided for those corresponding Option CLINs.

(2) It is understood that the discount rates provided at CLINs 041-047 and 049-050 to the contractor's supplier(s) and/or subcontractor(s) list/catalog price for Option Period I as well as corresponding CLINs for Options II through IV identified at B.4 shall apply. The contractor shall provide a copy of its supplier(s) and/or subcontractor(s) published price list/catalog along with supporting documentation, and completed Optional Contract Period Section – B CLINs, to the FAA Contracting Officer not later than 60 days before the last day of the Base Contract Period as well as Options I through III. (Note: Prices reflecting the negotiated discount may be rounded up or down to the nearest whole dollar in order to facilitate ordering and invoicing).

(3) The contractor's material handling charge set forth at CLINs 003-009 and 011-012 shall be in accordance with the contractor's established accounting procedures. The contractor shall include its handling charge with its Optional Contract Section – B CLINs as set forth at (c) (2) above for CLINs 041 through 050 as well as corresponding CLINs for Options II through IV identified at B.4. See paragraph (d), H.3, Special Definitions. (Note: CLIN 009 is an optional item, i.e., at the contractor's discretion could be priced or not priced. If priced for the Base Period, corresponding CLINs for Options I through IV identified at B.4 will apply and will no longer be optional for the contractor).

(4) Prices for the contractor's offerings for CLINs 003A through 003G are to be set forth at Exhibits A through C and incorporated at Attachments J.6 through J.8 upon award. Prices for corresponding CLINs for Options I through IV identified at B.4 will be established IAW paragraph (c) (2) above utilizing the format established for the respective Exhibit.

(d) An adjustment will be made to contract prices based on the methods/arrangements as set forth at B.3(a) and (b) below at the time of exercise of any option. Price adjustments agreed to by the parties will become effective at the outset of the respective option period provided the contractor has submitted, in a timely manner, a request for the appropriate adjustment as well as submission of the required supporting documentation. See H.4, Economic Price Adjustment (Supplies), applicable to corresponding CLINs for Options I through IV to CLINs 003-009 and 011-012 (Excludes CLIN 003P—Flooded Cell Battery Installation).

**B.3 Pricing Methods/Arrangements**

(a) CLINs 001-002, 010, 013-014, 016-023, 025, and 030 through 035 for the Base Period are priced on a firm-fixed-price basis that includes FOB destination delivery within the contiguous 48 States as applicable. Corresponding CLINs for Options I through IV as identified at B.4 are priced on a firm-fixed-price with economic price adjustment basis with adjustments based on B.2(b) above and H.4, Economic Price Adjustment (Supplies). Shipping costs for items requiring delivery outside the 48 States are reimbursed IAW Section F, F.10, Diversion of Shipment under F.O.B. Destination Contracts (R). For CLINs 018, 019, 020, 023 and 030-034 and corresponding CLINs for Options I through IV that identify products or services as "not separately priced (NSP)" prices are considered to be absorbed via the contractor's established commercial "in-house" activities for which no charges are allocated.

(b) CLINs 003-009 and 011-012 for the Base Period are priced on a firm-fixed-price basis. Corresponding CLINs for Options I through IV as identified at B.4 are priced on a fixed-price with economic price adjustment basis with adjustments based on established prices (see B.2(c) above) and H.4, Economic Price Adjustment (Supplies) (See B.2(d) above). Pricing for the Base Period and Options I through IV includes FOB destination delivery within the contiguous 48 States as applicable. Shipping costs for items requiring delivery outside the 48 States are reimbursed IAW Section F, F.10, Diversion of Shipment under F.O.B. Destination Contracts (R). (Note: This pricing arrangement applies for optional CLIN 009 should the contractor opt to provide the respective battery monitors. See B.2(c)(2)).

(c) CLIN 015 and corresponding CLINs for Options I through IV identified at B.4 are priced on a reimbursable basis IAW H.3, Special Definitions.

(d) CLINs 024, 026, 027 and 036 and corresponding CLINs for Options I through IV identified at B.4 are priced on a time-and-materials basis with payments made IAW AMS Clause 3.3.1-5, Payments Under Time-and-Materials and Labor-Hour Contracts.

(e) CLINs 028 and 029 and corresponding CLINs for Options I through IV identified at B.4 are priced on a reimbursable basis IAW the FAA's Travel Policy (FAATP); see H.5, Reimbursement of Travel Costs.

(f) The pricing arrangement for CLIN 037 and corresponding CLINs for Options I through IV identified at B.4 is to be determined (TBD); however, the pricing arrangement will either be firm-fixed-price or time-and-materials.

(g) The pricing arrangement for CLIN 038 and corresponding CLINs for Options I through IV identified at B.4 is firm-fixed-price; however, the firm-fixed-price is To Be Determined (TBD) based on the FAA's need to invoke its option at Statement of Work, Section C, C.1, 3.4.3.4, paragraph 4.

**B.4 Corresponding CLINs for Contract Base Period and Options I through IV.**

Base Period	Option I	Option II	Option III	Option IV
<b>B.1(a)</b>	<b>B.1(a)</b>	<b>B.1(a)</b>	<b>B.1(a)</b>	<b>B.1(a)</b>
001	039	077	115	153
001A-001H	039A-039H	077A-077H	115A-115H	153A-153H
002	040	078	116	154
002A-002K	040A-40K	078A-078K	116A-116K	154A-154K
003	041	079	117	155
003A-003P	041A-041P	079A-079P	117A-117P	155A-155P
004	042	080	118	156
004A-004H	042A-042H	080A-080H	118A-118H	156A-156H

<b>Base Period</b>	<b>Option I</b>	<b>Option II</b>	<b>Option III</b>	<b>Option IV</b>
<b><i>B.1(a)—cont'd</i></b>	<b><i>B.1(a)—cont'd</i></b>	<b><i>B.1(a)—cont'd</i></b>	<b><i>B.1(a)—cont'd</i></b>	<b><i>B.1(a)—cont'd</i></b>
005	043	081	119	157
005A-005C	043A-043C	081A-081C	119A-119C	157A-157C
006	044	082	120	158
006A-006G	044A-044G	082A-084G	120A-120G	158A-158G

Base Period	Option I	Option II	Option III	Option IV
<i>B.1(a)—cont'd</i>	<i>B.1(a)—cont'd</i>	<i>B.1(a)—cont'd</i>	<i>B.1(a)—cont'd</i>	<i>B.1(a)—cont'd</i>
007	045	083	121	159
007A-007C	045A-045C	083A-083C	121A-121C	159A-159C
008	046	084	122	160
009	047	085	123	161
009A-009D	047A-047D	085A-085D	123A-123D	161A-161D
010	048	086	124	162
011	049	087	125	163
011A-011S	049A-049S	087A-087S	125A-125S	163A-163S
012	050	088	126	164
012A-112S	050A-050S	088A-088S	126A-126S	164A-164S
013	051	089	127	165
013A-013B	051A-051B	089A-089B	127A-127B	165A-165B
<b><i>B.1(b)</i></b>	<b><i>B.1(b)</i></b>	<b><i>B.1(b)</i></b>	<b><i>B.1(b)</i></b>	<b><i>B.1(b)</i></b>
014	052	090	128	166
014A-014G	052A-052G	090A-090G	128A-128G	166A-166G
015	053	091	129	167
015A-015C	053A-053C	091A-091C	129A-129C	167A-167C
016	054	092	130	168
016A-016B	054A-054B	092A-092B	130A-130B	168A-168B
017	055	093	131	169
017A-017F	055A-055F	093A-093F	131A-131F	169A-169F
<b><i>B.1(c)</i></b>	<b><i>B.1(c)</i></b>	<b><i>B.1(c)</i></b>	<b><i>B.1(c)</i></b>	<b><i>B.1(c)</i></b>
018	056	094	132	170
<b><i>B.1(d)</i></b>	<b><i>B.1(d)</i></b>	<b><i>B.1(d)</i></b>	<b><i>B.1(d)</i></b>	<b><i>B.1(d)</i></b>
019	057	095	133	171
<b><i>B.1(e)</i></b>	<b><i>B.1(e)</i></b>	<b><i>B.1(e)</i></b>	<b><i>B.1(e)</i></b>	<b><i>B.1(e)</i></b>
020	058	096	134	172
021	059	097	135	173
021A-021C	059A-059C	097A-097C	135A-135C	173A-173C
022	060	098	136	174
023	061	099	137	175
024	062	100	138	176
024A-024B	062A-062B	100A-100B	138A-138B	176A-176B
025	063	101	139	177

Base Period	Option I	Option II	Option III	Option IV
<b>B.1(f)</b>	<b>B.1(f)</b>	<b>B.1(f)</b>	<b>B.1(f)</b>	<b>B.1(f)</b>
026	064	102	140	178
026A-026C	064A-064C	102A-102C	140A-140C	178A-178C
<b>B.1(g)</b>	<b>B.1(g)</b>	<b>B.1(g)</b>	<b>B.1(g)</b>	<b>B.1(g)</b>
027	065	103	141	179
<b>B.1(h)</b>	<b>B.1(h)</b>	<b>B.1(h)</b>	<b>B.1(h)</b>	<b>B.1(h)</b>
028	066	104	142	180
029	067	105	143	181
<b>B.1(i)</b>	<b>B.1(i)</b>	<b>B.1(i)</b>	<b>B.1(i)</b>	<b>B.1(i)</b>
030	068	106	144	182
030A-030B	068A-068B	106A-106B	144A-144B	182A-182B
031	069	107	145	183
031A-031B	069A-069B	107A-107B	145A-145B	183A-183B
032	070	108	146	184
033	071	109	147	185
033A-033E	071A-071E	109A-109E	147A-147E	185A-185E
034	072	110	148	186
034A-034L	072A-072L	110A-110L	148A-148L	186A-186L
<b>B.1(j)</b>	<b>B.1(j)</b>	<b>B.1(j)</b>	<b>B.1(j)</b>	<b>B.1(j)</b>
035	073	111	149	187
036	074	112	150	188
037	074	113	151	189
038	076	114	152	190

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

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

**PART I - SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 Work Statement**

**1.0 INTRODUCTION**

The Federal Aviation Administration (FAA) has a requirement for the acquisition, and life cycle in-service support of Uninterruptible Power Systems (UPS). This Statement of Work (SOW) defines the FAA's requirements for life cycle National Airspace Integrated Logistics Support (NAILS) technical support services, and UPS equipment requirements.

**1.1 Background**

The Federal Aviation Administration is currently acquiring Commercial Off-The-Shelf/Non Developmental Items (COTS/NDI) UPS equipment. This COTS/NDI approach provides the FAA with the most efficient approach to acquire UPSs. An UPS is required to provide conditioned, uninterruptible electrical power to support critical National Air Space electronic systems.

**1.2 Scope**

This Statement of Work (SOW) defines the requirements for project management, configuration management, technical support services, test and evaluation, logistics support, training, and quality control for the UPS being acquired.

**2.0 APPLICABLE DOCUMENTS**

**2.1 Specifications, Standards, and Publications**

The Specifications Standards and Publications referenced are part of this SOW to the extent specified. In the event there are conflicts between FAA documents and industry standards, the FAA documentation shall take precedence..

**2.2 FAA Standards**

FAA-STD-028

Contract Training Programs

**2.3 Industry Standards**

ASTM-D-3951

Standard Practice for Commercial Packaging

EIA/IS 649

National Consensus Standard for Configuration Management

ISO-9000

Quality Management and Quality Assurance Standards

MIL-HDBK-61

Configuration Management, Appendix A

**3.0 REQUIREMENTS**

The contractor shall furnish the necessary personnel, plant, equipment, facilities, materials, and other necessary resources to produce, test, and deliver the items described in this SOW. All such items shall be supplied in conformance with the terms and conditions of this SOW and the SIR documentation. The contractor shall execute the terms of the negotiated prime contract in accordance with the task/delivery orders and be solely responsible for the administration/management of any of its subcontracts.

**3.1 Program Management**

The contractor shall designate a single Point-of-Contact (POC) referred to as the Program Manager (PM) to organize, schedule, and report on all elements of this contract. The Program Manager and his/her Alternate Program Manager (APM) are designated as "Key Personnel." The individual PM and APM will possess a minimum of one (1) year of program management experience with a contract of similar size and scope in a Government or corporate environment. The PM (APM as may be necessary from time to time) shall be the focal point within the contractor's organization for all required program efforts involving equipment orders, logistics, and training. The PM shall be prepared to discuss the status of contract activities with the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR). The contractor shall provide all of the necessary management, business and administrative planning, and coordination required to successfully perform all SOW tasking or associated task/delivery orders. The contractor shall also manage and administer submission of all data items required in each task/delivery order. Other function areas considered part of Program Management are:

- Integrated Logistics Support (ILS), SOW Paragraph 3.4.1.1
- Contractor Depot Level Support (CDLS), SOW Paragraph 3.4.3
- Training, SOW Paragraph 3.5

**3.1.1 Program Plan CDRL: M001 Program Plan**

The contractor shall provide their existing Program Plan, indicating method in which the FAA's work (equipment, logistics, and training) will be functionally integrated into the Contractor's existing management structure.

**3.1.2 Program Management Report CDRL: M002 Program Management Report**

The Contractor shall maintain a spreadsheet of equipment, training and service task orders indicating status of each. A soft copy of the report is to be e-mailed to the FAA CO or COTR not more frequent than once per month.

**3.1.3 Conferences/Meetings**

**3.1.3.1 Post Award Conference**

The contractor shall participate with Government representatives in a Post Award Conference (PAC) to be held at the contractor's facility or facility designated by the Contracting Officer (CO) not later than 30 days after contract award. The conference will be held to thoroughly review the contract and SOW to ensure all parties have a clear understanding of all contractual requirements. The Government shall propose the agenda and record minutes for the post award conference. The Program Management, Logistics Guidance Conference, Contractor Depot Logistics Support (CDLS) initial conference, and Training Guidance Conference will be held concurrently with the Post Award Conference.

**3.1.3.2 Program Management Reviews (PMR)**

At the request of the Government, the contractor shall conduct Program Management Reviews (PMR's) to review the contract status in terms of Performance, and Schedule. The CO or the CO's Representative shall notify the contractor at least 20 calendar days in advance of all required briefings, reviews, and agenda items. All program review dates will be designated by the FAA CO or the CO's designated representative.

**3.1.3.3 Technical Interchange Meetings (TIMs).**

The Contractor shall support and participate in TIMs. The purpose of these meetings is to promote a free exchange of ideas between the Contractor and the Government in order to identify and resolve technical problems. Contractor shall have available the appropriate subject matter experts to respond to Government questions. Unless otherwise stated, all meetings shall be conducted at Government facilities or at the Contractor's facilities, or by teleconference as directed by the Government Contracting Officer.

The Contracting Officer shall notify the Contractor of the Government's readiness at least twenty (20) calendar days in advance of the planned start of each TIM. The Government will prepare and submit to the Contractor an agenda for each TIM. The Government will prepare minutes and action item list in support of all meetings.

**3.1.3.4 Integrated Logistics Support Management Team (ILSMT) Meeting**

SOW paragraph 3.4.1.2.1

**3.1.3.5 Contractor Depot Logistics Support Management Review (CDLSMR)**

SOW paragraph 3.4.3.3

**3.1.3.6 Training. Post-Award Training Conference and Training Reviews (TR)**

SOW paragraph 3.5

**3.2 Quality Control Program CDRL: Q001 Quality Assurance Plan**

The Contractor shall provide a copy of their existing Quality Assurance Plan (QAP) for the design, development, evaluation, and furnishing of hardware, software, firmware supplies, services, and associated documentation (including any modification to existing hardware and software). This plan should integrate the FAA's quality control needs into the existing practices without developing a new quality assurance program. The contractor shall conduct its quality assurance program in accordance with the approved QAP.

**3.2.1 Configuration Management CDRL: Q002 Contractor's Configuration Management Plan**

The Contractor shall incorporate the FAA into their established configuration management program and reporting system. Where applicable, the contractor in-place Configuration Management Program will use, EIA-649 and MIL-HDBK-61, Appendix A, as guidance, by using the integrated activities of Configuration Identification, Configuration Control, Configuration Status Accounting, and Configuration Audits. A copy of the Configuration Management Plan describing the contractor's Configuration Management Program shall be provided to the Government for review. The Program Manager (PM) shall be the point of contact for all communications on CM related issues.

3.2.1.1 Configuration Identification: The Contractor will have a system to identify Hardware Configuration Items (HWCI), Computer Software Configuration Items (CSCI), and Firmware associated with each interior electric distribution equipment.

3.2.1.2 Configuration Control: The Contractor will notify the FAA of any anticipated or scheduled changes to HWCI, CSCI, Firmware, or documentation associated with the interior electric distribution equipment using the offeror's established configuration management notification system. The Contractor shall notify the FAA via "E mail" and Formal letter of any "Field Service Bulletins" associated with any interior electric distribution equipment procured for the FAA. Access to the information contained within a Field Service Bulletin shall be available from the Vendor's Electronic Bulletin Board.

3.2.1.3 Configuration Status Accounting: The FAA will utilize the Contractor's Configuration Status Accounting (CSA) system that includes the recording and reporting of baseline data, changes to configuration controlled items and any other items identified in the Configuration Management Plan. CM Changes applicable to UPS equipment at FAA sites, shall be reported to the FAA within ten working days of vendor engineering changes.

3.2.2 Software Quality Assurance. The Vendor shall develop and implement a software quality assurance program aimed at comprehensively eliminating software bugs prior to factory testing. All functions shall be tested on a software simulator by someone different than the person responsible for the original code or any subsequent changes. The Vendor shall also develop and implement an organized plan for ensuring all previous software corrections or enhancements developed for previous clients have been incorporated in this project. Configuration management processes must be capable of identifying code changes and software revision levels. Proper functioning of the software shall be demonstrated on a simulator.

### 3.3 Commercial Off-the-Shelf Equipment

The UPS shall consist of Commercial-off-the-Shelf /Non-Developmental Item (COTS/NDI) equipment conforming to requirements in "Uninterruptible Power Supply Equipment Specification" (UES) found in the contract Section J, Attachment J.1.

#### 3.3.1 Software, Firmware and Documentation Copyright, Development and License Rights: **CDRL: E001 Software Firmware Documentation.**

3.3.1.1 The Contractor shall develop or provide Government access to UPS RMM interface software information. This information will be used by the Government to develop FAA RMM system equipment software that interfaces to the UPS.

3.3.1.2 The Government shall have full and complete rights to all system software, system firmware and all supporting documentation. The contractor shall furnish to the government any software or firmware necessary to alter or modify the "application" software. The "executable" source code shall be furnished. The executable code shall be properly annotated and commented. The Government shall have the right to reproduce, copy, alter, use, modify, all data, documentation, software, and firmware. The Government agrees to maintain this data in a reasonable secure manner and agrees not to divulge the data to any competitors. The manufacturer shall be required to license the Government to use all applicable software.

3.3.1.3 UPS software shall also be able to communicate using Modbus protocol.

### 3.4 Logistics

#### 3.4.1 Integrated Logistics Support

The contractor shall plan, manage, and execute an Integrated Logistics Support (ILS) program that addresses all elements of integrated logistics identified in this SOW.

The objective of the ILS Program is to execute and integrate support tasks with the production, and testing, of the UPS units to ensure the system is fully supportable throughout its life cycle. The contractor shall support the FAA ILS Program by performing the tasks included in this section of this SOW.

#### 3.4.1.1 ILS Program Planning (CDRL: L001 Integrated Support Plan)

The contractor shall establish and manage an integrated product support program which provides integrated logistics support for the UPS. The contractor shall conduct the Integrated Logistics Support Program in accordance with an FAA approved Integrated Support Plan (ISP). The Contractor may demonstrate compliance with the above requirement by providing the Government with either the applicable portions of their ISO 9000 series certification documentation or internal corporate documentation that support both the scope and intent of the ISP, as described in DI-FAA ISP-001. The Contractor shall update the FAA approved ISP or the FAA approved applicable portions of their ISO 9000 series documentation or internal corporate documentation to reflect approved changes emanating from program changes, reviews, and other actions affecting the integrated logistics aspects of this program and shall deliver the updated ISP/ISO 9000 series documentation or internal corporate documentation to the Government on an as required basis in accordance with the offeror's normal update process. The offeror's Logistic Support Program shall be developed to support the following maintenance concept:

1. FAA technicians will perform all of the tasks that the Contractor's Customer service Engineer or Field Service Engineers perform during an assistance visit to a customer site(s). Tasks shall include, but are not limited to, inspection of equipment, troubleshoot/diagnosis to fault, removal of failed parts/LRU(s), replacement of failed parts/LRU(s) and validation and certification (if applicable) that the system is operational and available for operation.
2. The level of documentation and training provided to FAA technicians shall therefore be commensurate to that of the Contractor's Customer Service Engineers or Field Service Engineers.
3. Supply, support, and maintenance/technical services shall be provided via Contractor Logistics Support (CDLS), which will be administered by the FAA Logistics Center (FAALC).

#### 3.4.1.2 ILS Management

An Integrated Logistics Support (ILS) Program will enable the Government to support operational UPS units. In support of the ILS Program, the offeror's PM or existing ILS Manager to ensure that integrated logistics considerations and integrated logistics planning are integrated into the UPS engineering. The ILS Manager shall be responsible for:

1. Establishing tasks and milestones for planning, developing and validating logistics support.
2. Planning and coordinating the efforts of the following functional logistics elements:
  - a. Maintenance Planning
  - b. Technical Data/Documentation
  - c. Supply Support
  - d. Support and Test Equipment
  - e. Maintenance Support Facilities
  - f. Direct Work Maintenance Staffing
  - g. Training and Training Support
  - h. Software Support
  - i. Packaging, Handling, Storage, & Transportation
  - j. Tracking equipment obsolescence and provide notification with recommendation.
  - k. Tracking failures during installation.
3. Coordinating integrated logistics inputs to and outputs from the Government's ILS Manager, Integrated Logistics Support Management Team (ILSMT), subcontractors/vendors and the contractor's internal management, engineering, manufacturing, financial, reliability, maintainability, quality control, field services, and contracts administration organizations.

#### 3.4.1.2.1 ILS Management Team

A joint Government/Contractor sponsored ILS Management Team (ILSMT) for UPSs shall be established to serve as the primary management vehicle for coordinating and monitoring the integrated logistics support contract performance ensuring adequacy, timeliness, and compliance with contractual requirements.

The Chairperson for the ILSMT will be the FAA Logistics Manager or his/her appointed representative. As requested by the Government, the contractor's representative(s) shall participate as a member(s) of the ILSMT. ILSMT conferences will be held on an as needed basis to discuss program anomalies. The first ILSMT conference is in conjunction with initial contract post award conference and CDLSMR conference. These conferences may be

held at the contractor's facility, FAA Headquarters, or other facilities as designated by the CO. Whenever possible, these conferences may be held in coordination with other meetings/conferences (i.e. Program Management Reviews). The contractor shall ensure participation of subcontractor(s).

#### 3.4.1.2.2 Logistics Guidance Conference (Post Award Conference)

The contractor shall participate with the Government representatives in a Logistics Guidance Conference (LGC) to be held at the contractor's facility, as ordered by the Government. The Logistics Guidance Conference shall be not later than 30 days after Contract Award in conjunction with post award conference. The contractor shall co-chair the meeting with the FAA Logistics Manager. The contractor shall present a LGC briefing to detail the contractor's approach to accomplishing integrated logistics tasks in accordance with this SOW.

### 3.4.2 Supply Support

#### 3.4.2.1 Recommended Spare Parts List (RSPL) **CDRL: L002 Recommended Spare Parts List**

The contractor shall provide a recommended site and depot spare parts list for all UPS units ordered under this contract. This list will be subject to review, modification, and approval by the Government. When ordered, by the Government, the spares shall be packaged separately and accompany the UPS unit to the order destination.

#### 3.4.2.2 Warranty

The Contractor shall clearly define their warranty (to include both parts and labor) for all UPSs spare parts, and services ordered by the FAA under this contract. This will enable both the FAA Program Office and the FAA Logistic Center (FAALC) to correctly process requests for UPS equipment, for spare parts and for services and to accomplish their management, tracking, and payment approval tasks. See Section G, Paragraph G.5 (b) for warranty terms.

#### 3.4.3 Contractor Depot Logistics Support (CDLS)

If ordered by the Government, the Contractor shall furnish all qualified labor, supervision, materials, piece parts, equipment, tools, and services required to perform depot-level repair of system hardware, software and ancillary equipment at the Contractor's facility, and include shipment from the Contractor's facility(s) to Government installations nationwide.

##### 3.4.3.1 CDLS General

This section defines requirements for CDLS program management, development and delivery of documentation, and planning effort for the CDLS service to support the FAA UPSs ordered under this contract or, if applicable, previously delivered to the Government by the contractor, for the period of this contract.

CDLS is a supply support concept by which:

- 1) Site maintenance is performed by FAA technicians.
- 2) The system contractor performs second level maintenance support and supply support services.
- 3) The FAA Logistics Center provides inventory management and contractor/FAA field interface.

##### 3.4.3.2 CDLS Program Management

The Contractor shall manage the CDLS Program requirements as described in this SOW. The Program Manager (PM) shall be assigned the responsibility for control and coordination of all work performed. The PM shall have sufficient experience and authority to ensure efficient and timely program execution. The PM shall be the single focal point within the contractor's organization for all program work. The contractor's PM shall be required to respond to contract status requests within 1 working day following a request from the FAA CO or COTR.

##### 3.4.3.3 CDLS Management Review (CDLSMR)

The Contractor shall hold one post award CDLSMR conference in conjunction with the PM Post award conference and with the ILSMT Conference, to review/resolve supply support problems, technical assistance problems/concerns, cost and schedule issues, and other CDLS issues as requested by the Government. Thereafter, the CDLSMR shall be held concurrently with the PMR or at the discretion of the Government.

##### 3.4.3.4 CDLS Requirements

1. The Contractor shall provide CDLS support to the FAA UPS Systems purchased throughout the contract period. This service shall commence with the expiration of warranty of each UPS unit or as

directed, in writing, by the CO. This entails complete supply support which includes issuing expendable hardware LRU's, technical documentation, field service bulletins, software, firmware, and the issue of spare LRU's for UPS units throughout the contract period. LRU's are categorized as expendable. The Contractor shall adhere to the shipping response times in paragraph 3.4.3.7 (CDLS Delivery Requirements) for stocked items purchased throughout the contract. The Contractor shall also provide piece parts that are sub-LRU level, when ordered by the FAA.

2. The Contractor shall furnish all labor, tools, test equipment, spares, parts, software, and any other technical or administrative support necessary to provide the required CDLS.
3. The Contractor shall develop a complete depot level UPS Expendable/Consumable LRU parts list (including GFE spares, if any). The FAA will participate in the list development, and will approve the range and depth of all CDLS spares. The Contractor shall update this list, in response to modifications to the Contractor's commercial product, modifications to procedures required to inspect, test, calibrate, service, and repair the UPS unit at the installation site, or changes made to the contract CLINs that introduce new variations of equipment into the FAA inventory and submit it to the FAA for approval.
4. The FAA (Logistics) shall have the option to purchase the hardware, software, tools and test equipment used by the Contractor to repair and maintain purchased equipment in the unlikely event the Contractor goes out of business or does not maintain that product line. It is a Government driven option whether to purchase support hardware and software.
5. CDLS Warehouse. Contractor furnished warehouse space 600- square feet for rapid deployment temporary UPS, with accessories, equipment storage. The CDLS warehouse space shall be a secure area with access door(s) sized to allow free movement of UPS units and UPS accessories through the portal.

#### 3.4.3.5 CDLS Definitions

The following definitions are applicable:

1. Line Replaceable Unit (LRU): An essential support item which is removed and replaced at field level to restore the end item to operationally ready condition. An LRU can be either an expendable item or a consumable item.
2. Serviceable Item: The condition of an item in a good state of preservation that can be placed in service in accordance with applicable manufacturer's overhaul limits and instructions and/or pertinent regulations of the FAA without repair.
3. Expendable Item: Any hardware LRU that can be removed and replaced to restore the system. An expendable LRU possesses characteristics, qualities, and low cost that make it uneconomical to restore the defective LRU.
4. Consumable Item: Any item that can be removed and replaced to restore the system. A consumable item is a low cost, non-repairable item such as fuses, light bulbs, knobs, resistors, wire, battery terminal lugs, etc.
5. Test: A test or check of equipment in its operational (or functional) environment, using equipment, procedures, and limits specified in applicable authorized manufacturer publications, manuals, and specifications and technical orders or FAA authorized changes in procedures and limits.

#### 3.4.3.6 Web-base Requisition Interface Procedures

The Contractor will utilize the FAA Logistics Center (FAALC) Web-based Logistics Inventory System (LIS) Interface Tool to receive and process requisitions forwarded by the FAALC Inventory Manager (IM). All requisitions will be directed to the Contractor's Point of Contact (POC) by means of web-based copy of the requisition. The Contractor will complete all appropriate Interface data fields; provide the required asset and asset return information, as well as any associated shipping information on a daily basis.

The Contractor will monitor the web-based tool for requisitions during standard working hours, as defined as 08:00 – 4:30 CST, Monday – Friday, excluding Federal Holidays. The Contractor will provide the designated points of contact, by name and telephone number, who can be contacted at any time in the event that immediate shipment of an asset to a site is required at any time outside of the listed standard working hours.

The Contractor will receive returned assemblies from the sites and will record information regarding the returned item in the web-based requisition interface tool, to include originating site, LRU, and shipping information.

#### 3.4.3.6.1 Operating Procedures

The outlined operating procedures were designed to make the requisitioning process as transparent as possible to field operating offices. Whenever possible, standard requisitioning procedures shall be used.

Standard LIS (on-line) requisitioning procedures augmented with FAALC 24-hour priority desk telephone service (Customer Care Center 1-888-322-9824) will be used. Field requirements received by the FAALC will be processed direct to the Contractor via the FAALC's web-based LIS interface.

All field requirements for support must contain the item part number, item description, and serial number when applicable on failed units. The 'Application To' (APP-TO) description must be included in the appropriate field when ordering items on LIS or through the priority desk. When shipment is desired to a facility other than the Supply Code designation, this should be so indicated. Identification of IM number on the requisition will expedite the processing of requisitions for non-cataloged items.

Requisition for non-cataloged parts will be processed in the same manner as for parts that can be identified by a National Stock Number. A part number will be catalogued if three or more non-cataloged requisitions have been placed for a given part number. For additional information, contact the FAALC IM.

Notifications of requisition status, including cancellations or items for repair and return (R&R), will be provided to the requisitioner by the IM.

Repairable units on all exchange and repair (E&R) transactions will be returned directly to the Contractor. The Contractor will provide return authorization documents for each shipment. The Contractor will track the return of the repairable items and advise the IM of non-receipt. Note: Return of repairable items must be shipped by traceable means and accomplished within 15 working days after receipt of the serviceable items.

In the event that the web-based application is temporarily unavailable and an urgent need for shipment of an asset exists, the requisition may be identified to the Contractor by the FAA Logistics Center (FAALC) Inventory Manager (IM) via telephone contact (numbers to be provided at the Logistics Guidance Conference). The document will include a tracking number. Shipment is not authorized until the Contractor has received a fax or an electronic transmittal of the requisition from the FAALC IM.

#### 3.4.3.7 CDLS Delivery Requirements

1. The following priorities shall apply for delivery of all items. The designation of priority delivery shall be made by the assigned FAALC Inventory Manager (IM). The Contractor shall ship parts with the FAA priorities system, as defined below.
  - a. Priority 1: This priority is required when an extreme emergency condition exists. It will be used when either the prime or standby equipment is inoperative or when a facility is operating at reduced performance that adversely affects air traffic control operations. Shipment to the designated facility is to be made within twenty-four (24) hours after receipt of notification by the FAALC IM.
  - b. Priority 2: This priority is required when an emergency condition is determined to exist. This condition exists when a facility is operating with substandard equipment or other operating conditions indicate an imminent facility failure or outage. Shipment to the designated facility is to be made within 48 hours after receipt of notification by the FAALC IM.
  - c. Priority 5: This is a routine requirement or stock replenishment. Shipment to the designated facility is to be made within 8 days after receipt of notification by the FAALC IM.
2. Contractor shall provide a 24-hour contact point. Name, phone number, FAX number, and pager number shall be provided as a point of contact. Fax or e-mail a shipping confirmation to AML-4030.

#### 3.4.3.8 CDLS Technical and Administrative Supply Support Assistance

The contractor shall provide hardware, software, and firmware technical assistance to the FAA AOS-1040 and AML-4030 organizations as directed by the FAA CO/COTR, for technical documentation, engineering, operational, logistical supply support, and maintenance support of hardware and software/firmware not already included elsewhere in the contract. Such technical assistance shall consist of the following:

##### a. In-Plant Non-Emergency Technical Assistance

Establishment of a telephone service which provides technical experts who are fully prepared and equipped to provide guidance to FAA personnel in resolving engineering requests, operational support, logistical supply support, and maintenance support. Once a request is made, the technical experts shall respond to the request within four (4) working hours from the time that the request is received. This assistance will be provided from 8:00 AM to 5:00 PM Eastern Standard/Daylight Time, Monday through Friday (this support is not required on Federal Holidays).

##### b. In-Plant Emergency Technical Assistance (Restoration)

Establishment of a pager number to request assistance from technical experts who are fully prepared and equipped to provide guidance in the restoration of an FAA facility. Restoration is defined as "all activities required to return a service or facility to operational status following a facility or service interruption". Once a request is made, the technical experts shall contact the requiring facility (using a phone number provided, within two (2) hours from the time the emergency request is received. This assistance will be provided twenty-four (24) hours a day, seven (7) days a week.

##### c. On-site Technical Assistance

Service 01. Emergency physical on-site support for the restoration of a facility from the nearest qualified source shall be provided by the Contractor within 24 hours from the authorization of the Contracting Officer Technical Representative (COTR)/Contracting Officer (CO).

Service 02. Non-Emergency physical on-site support for engineering requests, operational support, logistical supply support, or maintenance support from the nearest qualified source shall be provided by the Contractor within 5 working days from the authorization of the Contractor Officer Technical Representative/ Contracting Officer.

##### d. Telephone request for repair parts re-supply and technical assistance from FAA sites to the Contractor shall be conducted by Contractor in accordance with Attachment J.4, of Part III – Section J, (FAA Field Site Requests for UPS Spare Parts Re-supply and/or Technical/Engineering Support, SOP)

#### 3.4.3.9 CDLS Shipment of Expendable Items From Contractor to Government Facility

Upon request by the Government, the Contractor shall ship a serviceable expendable item to the designated Government field facility. Shipping instructions for those items shall be furnished by the assigned FAALC IM. The FAALC IM shall contact the Contractor's facility and provide a returned material authorization (RMA) number, assigned by the FAALC IM, for transportation charges as a separate item on all invoices. If the items' shipping charges for any one destination exceed \$100, the waybill shall be marked "THESE TRANSPORTATION CHARGES ARE TO BE PAID AS A SEPARATE AND DIRECT ITEM BY THE U. S. GOVERNMENT; THEREFORE, ANY SPECIAL US GOVERNMENT TRANSPORTATION RATES MUST BE APPLIED". Method of shipment shall be commensurate with the designated priority of the requirements and may be specifically designated by the assigned FAALC IM. Contractor shall use a traceable means of shipment.

#### 3.4.3.10 CDLS Packaging, Handling, Storage and Transportation (PHS&T)

The contractor shall provide all PHS&T requirements in accordance with the applicable documents.

##### 3.4.3.10.1 Preservation, Packaging, and Packing

1. All expendable components and equipment shall be preserved, packaged, and packed IAW ASTM-D-3951.
2. Electrostatic Discharge Sensitive items shall be packaged IAW best commercial practices.

#### 3.4.3.11 CDLS Marking

1. All components, equipment and spares with a consignee other than the FAALC shall be marked IAW the marking requirements of ASTM-D-3951. In addition each unit, intermediate, and exterior-shipping container, shall be marked with the following information:
  - a. Serial Number
  - b. Part Number
  - c. Warranty Expiration Date
  - d. Contract Number
  - e. Contract Line Item Number
  - f. Manufacturer

#### 3.4.3.12 CDLS Storage and Transportation

1. STORAGE--Contractor shall package end items for storage in accordance with "best commercial practices and standards", and shall maintain Government owned parts/equipment in a bonded area within the Contractor's facility.
2. TRANSPORTATION--Components, equipment, and spares shall be transported by the most economical means, considering dependability, safety, and urgency of need. This shall include counter-to-counter shipment. All shipments must be shipped FOB destination and by traceable means. The Contractor shall be responsible for tracking the above items ordered by ship-to destination and item part number/noun nomenclature.

#### 3.4.3.13 CDLS Maintenance and Contract Cost Reports **CDRL: L003 CDLS Supply Support, Technical Assistance, and CDLS Cost Reporting.**

The supply support, technical assistance, and contract cost reports shall contain information on technical assistance; items and components issued during the reporting period together with the cumulative information indicated for each Fiscal Year; and will include all CDLS contract costs.

#### 3.4.4 Support Equipment Candidate List (SECL) **CDRL: L004 Support Equipment Candidate List**

The Contractor shall develop a SECL package that includes all support equipment/test equipment both common and special, required to inspect, test, calibrate, service, and repair the UPS equipment and batteries at the installation site. This list will be subject to review, modification, and approval by the Government. The Contractor shall provide the Government updates, as appropriate.

#### 3.4.5 Documentation

##### 3.4.5.1 Commercial & Technical Documentation **CDRL: L005 Commercial Support Documentation**

1. The contractor shall provide, with each UPS unit, one copy of the applicable Installation and Operations manual(s) and other such applicable hardware, software and firmware documentation. The Government shall have full and complete rights to all system software, system hardware, system firmware and all supporting documentation. The contractor shall furnish to the government any hardware, software or firmware necessary to alter or modify the "application" software. The "executable" source code shall be furnished. The executable code shall be properly annotated and commented. The Government shall have the right to reproduce, copy, alter, use, modify, all data, documentation, software, hardware and firmware. The Government agrees to maintain this data in a reasonable secure manner and agrees not to divulge the data to any competitors. The manufacturer shall be required to license the Government to use all applicable software.
2. When requested, the Contractor shall provide the Government copies of all documentation (current version as of the delivery date and as defined in paragraph 10.2 of Data Item Description (DID) DI-FAA CSD-001) for the vendor's Product as listed in Schedule B of this contract. This delivery shall constitute the Documentation Baseline for the vendor Product Line. After delivery of the above baseline set, the Contractor shall deliver updates in accordance with the Contractor's normal update process and schedule.
3. The Contractor shall provide commercial technical instruction books to support system trouble-shooting and site maintenance in order to maintain the UPS equipment. The UPS instruction books shall include a level of detail on the equipment and their interaction to provide a thorough understanding of all UPS unit functions. The level of detail shall enable the technician to identify the failure as an equipment failure and

will enable the technician to isolate the failure to the lowest replaceable unit (LRU). The documentation shall consist of, as a minimum, the documentation listed below:

- a) Operator manuals
- b) Special support equipment documentation
- c) Maintenance manuals
- d) Technical Instruction Books
- e) Supplemental Technical data sheets
- f) Repair Parts Supply Documentation
- g) Field Service Bulletins

NOTE: Training documentation requirements are addressed in paragraph 3.5.3.

All materials provided to the Government shall be free of all encumbrances, to include any prohibition on reproduction or use by the FAA for official Government purposes.

### 3.5 Training and Training Support

#### 3.5.1 Introduction

This section documents the Federal Aviation Administration's (FAA) requirements for Uninterruptible Power System (UPS) unit Training. Vendor must provide a factory training facility with ability to train on all UPS units purchased under the contract, which supports the following FAA maintenance concept.

FAA Maintenance Concept. FAA technicians will perform all of the tasks that the Vendor's Customer Service Engineer or Field Service Representative perform during an assistance visit to a customer's site. Tasks shall include, but are not limited to, inspection of equipment, troubleshoot/diagnosis, removal of failed parts/LRU(s), replacement of failed parts/LRU(s) and validation and certification (if applicable) that the system is operational and available for operation.

Training courses required under this contract that must support the FAA's maintenance concept are:

#### Equipment Factory Training on UPS Units.

FAA technicians will perform all of the tasks that the equipment vendor's Customer Service Engineer or Field Service Representative perform during an assistance visit to a customer site(s). Tasks shall include, but are not limited to, procedures and schedules for programming, setting of relay, startup, shutdown, troubleshooting, servicing and preventive maintenance of all equipment inspection of equipment, troubleshoot/diagnosis to fault, removal of failed parts/LRU(s), replacement of failed parts/LRU(s) and validation and certification (if applicable) that the system is operational and available for operation, and operation and maintenance.

#### Equipment On-Site Training on Operational UPS Units.

This training is conducted at the FAA's facility using the FAA's power system equipment. Training shall include operator training for UPS with limited LRU replacement instruction. This training course is an abbreviated version of the factory-training course.

### 3.5.2 General Training Information

#### 3.5.2.1 Environmental Occupational Safety and Health (EOSH)

All COTS training material developed, revised, or used by the contractor shall meet or exceed the appropriate Occupational Safety and Health Administration (OSHA) regulations (see OSHA 29 CFR 1910.305). OSHA Safety Regulations shall also be integrated into course content, as appropriate. All instruction shall emphasize each person's accident prevention responsibilities, both as an individual and as a representative of the FAA.

#### 3.5.2.2 Course Requirements

The contractor shall provide and conduct Commercial-Off-The-Shelf (COTS) UPS Customer Service Engineer or Field Service Representative training as ordered under this contract. The contractor shall adhere to the

requirements of FAA-STD-028C Contract Training Programs and the Airway Facilities Standards and Guidelines for Course Development. FAA STD-028C softcopy in MS Word will be provided to the contractor.

The lecture and laboratory training shall meet the following requirements.

- Formats for training materials shall be submitted by the Contractor to the Government for approval prior to use.
- Training shall be based on a Task and Skills Analysis (TASA) with cognitive and performance objectives directly derived from the TASA.
- Training materials shall be based on the system/equipment technical instruction book(s).
- Training course materials shall include an instructor manual and an instructor laboratory guide with detailed lesson plans for consistent training, a student manual and a laboratory manual with performance exercises to enable students to practice the skills being taught.
- On completion of the training, each student shall be able to perform all preventive maintenance, as well as identify, isolate, and correct faults to the LRU level (corrective maintenance). In addition, the training shall enable the students to understand the functional capabilities and operational concepts of the equipment/system.
- Each course objective must be thoroughly tested in written and/or graded lab practical examinations.
- Exams are written, multiple-choice, and performance exams (laboratory). For written exams, each objective shall have three different versions of each exam item of equal difficulty. The number of test items shall be sufficient to adequately measure student mastery of all the objectives. Exams shall be such that a student achieving a 70 percent score possesses the requisite knowledge of the equipment/system.
- Written end-of-course evaluations will be provided by the FAA. All students shall be given the opportunity to complete written end-of-course evaluations

### 3.5.3 Training Materials and Equipment

3.5.3.1 Student Training Materials. The Contractor shall provide each student with a complete a set of course materials for the respective course. Course conduct shall make maximum use of all materials distributed. Student manuals and guides will encompass a "how to" approach and work in concert with the instructor materials (lesson plans, PowerPoint presentations, figures, handouts, etc.). The Contractor shall furnish and maintain all reference, instruction and student materials for each class. At the conclusion of each class, students will retain all student course materials issued to them.

3.5.3.2 Copyrighted Material. All COTS or developed training material shall be free from all encumbrances, which prohibit or limit their reproduction or use by the Government for training purposes. These encumbrances shall include, but not be limited to, copyrighted materials, registered documentation, and software. At final delivery, the contractor shall provide written verification that the above requirements have been met. All material developed for the FAA shall be the sole property of the FAA and shall not be used by the contractor for any purpose other than as stated in the contract.

3.5.3.3 Contractor-Furnished Training Supplies. The Contractor shall furnish all training supplies (insulated and non-insulated hand tools, interconnect cables, acid-resistant grease, lifting devices, etc.), test equipment, safety/protective gear (face shields, goggles, eye wash stations, aprons, gloves, etc.) necessary to conduct training. The Contractor shall maintain all supplies and safety/protective gear in a usable condition.

3.5.3.4 Contractor-Furnished Training Site(s) and Facilities. The FAA shall approve in advance all training sites; all training must be conducted at an approved site. All training shall be conducted at the Contractor's facility except for On-Site training. The FAA may inspect any training sites and/or facilities furnished by the Contractor during the contract period. The following conditions will be appraised and must be approved: space, lighting, noise, heating and cooling, safety of environment, cleanliness and sanitation, furniture, and handicap accessibility. The contractor shall correct any known deficiencies identified before the start of training. The contractor shall provide training aids such as chalkboards, overhead projectors, viewgraphs, UPS and battery systems, etc., as identified in training documentation.

### 3.5.4 Training Development

The Contractor shall develop and conduct these AF training course(s) in accordance with FAA-STD-028C, Contractor Training Programs, and Airway Facilities Standards and Guidelines for Course Development.

The Contractor shall revise and maintain all course materials, curriculum materials and courseware, if required, until all contractor-conducted training has been completed. The Contractor shall deliver final training documents and materials in hard copy form and on electronic media files in the latest version of Microsoft Word 2000 and/or Microsoft PowerPoint 2000 or later format.

#### **3.5.4.1 CDRL T003 Personnel Qualifications Report**

The Contractor shall submit a resume of training experience for each person assigned to develop courseware and/or conduct classes under this contract. Each resume must include the name of organizations where the person developed and/or conducted training, points of contact at the organizations including phone numbers, training dates, etc.

The Contractor shall submit a Personnel Qualifications Report for the training staff in accordance with FAA-STD-028C, DID-1. Data Item Description, DID-1, Paragraph 2. "Instructional Development Staff" requirement is waived.

#### **3.5.4.2 CDRL T004 Task And Skills Analysis Report**

Specific requirements for the reports are listed in FAA Standard 028C, DID-2. A TASA Report shall be prepared for the second level engineering and maintenance Technician Training Course.

#### **3.5.4.3 Training Schedule.**

The Contracting Officer will advise the contractor of the first course at least 60 days prior to the required date, upon coordination with the Program Office and the Technical Operations Training Division, Workforce Development.

The training shall be conducted on an 8-hour academic day, five days per week schedule, unless course length dictates otherwise. Course instruction, labs, and testing shall be included in this time frame. Class instruction periods for lecture will be 50 minutes in duration with a 10-minute break between periods of instruction. The length of the practical application (laboratory exercises) shall vary as the subject matter dictates.

Start and end times for classes conducted at FAA field locations may vary to accommodate work schedules for FAA personnel.

Class shall not be held on Federal holidays. Federal holidays shall not be absorbed into the overall course length. No training shall be scheduled between Thanksgiving and New Year's Day. The Government shall establish class start and stop times and class days.

Maximum class size is 10 students of FAA technicians, engineers and/or supervisors, per class. The student-to-instructor ratio may be no greater than 10-to-1 for classroom training, and no greater than 4-to-1 for lab training. The number of batteries available for lab exercises will determine the final class size. Additional instructors may be needed while students are performing their lab exercises.

To meet urgent installation and/or fielding requirements, the Government may direct the contractor to conduct a second shift or an accelerated training schedule. If so directed, the contractor shall conduct training to accomplish all instructional activities while maximizing use of the battery systems or equipment.

The Contractor shall conduct a minimum of 10 classes with additional classes purchased as needed after the successful completion of the Operational Tryout and the First Course Conduct.

#### **3.5.4.4 RESERVED**

#### **3.5.4.5 CDRL T009 Written Exam, Multiple Choice, Development**

Develop three versions for UPS course. Administer these exams to the FAA course evaluators at end of contractor's presentation of UPS course. Once approved by the Government these exams will be used at factory training course and FAA academy training course. Specific requirements for the reports are listed in FAA Standard 028C, DID-7

#### **3.5.4.6 CDRL T009 Performance Exam (Laboratory) Development.**

Develop three versions for each UPS course. Administer these exams to the FAA course evaluators at end of contractor's presentation of UPS training course. Once approved by the Government these exams will be used at

factory training course and FAA academy training course. Specific requirements for the reports are listed in FAA Standard 028C, DID-7

#### 3.5.4.7 Development of Training Materials.

If training is to be developed or existing factory training COTS training course is to be modified or tailored to the FAA needs, the Government shall designate from the following list those deliverables that shall be submitted for review and approval. The deliverables will be in accordance with FAA-STD-028C, the applicable DIDs, and the Airway Facilities Standards and Guidelines for Course Development.

- CDRL T006 Training Development Plan, DID-5**
- CDRL T007 Course Design Guide, DID-6**
- CDRL T008 Classroom Training Materials, DID-8**

#### 3.5.4.8 CDRL T010 Student Welcome Packages.

The contractor shall provide each student with a Student Welcome Package containing, at a minimum:

- Specific directions to the training facility
- Class dates and times
- A list of housing, dining, and transportation facilities available in the vicinity of the training facility
- The content and methods to be used in the training
- A description of the course contents.

This information shall be provided to the FAA Contracting Officer's Technical Representative (COTR) in electronic format at least six weeks prior to the scheduled first class of the course as required in FAA-STD-028C, paragraph 2-14.

#### 3.5.4.9 Validation of Training Courses

Presenting the training course(s), on all UPS units, to the Government representatives.

During the Contractor's Presentation, Operational Tryout and First Course Conduct, the contractor will conduct or present versions of each fully developed lesson. The lesson is given in enough detail and depth so that the FAA can assess the effectiveness of the instructional materials, learning sequence, performance exercises, etc. A Contractor's Presentation progressing up to First Course Conduct shall be conducted for the Second Level Engineering and Maintenance Technician Training Course for all UPS units purchased under this contract. During the Operational Tryout and First Course Conduct, the Government shall review the forms and identify necessary changes to training materials. The Contractor shall incorporate the revisions. At subsequent course conducts, the Contractor shall distribute the designated evaluation forms to the students and forward to the FAA as directed.

##### 3.5.4.9.1 CDRL T011 Contractor's Presentation

The Contractor's Presentation is a formal step in the validation of the training materials in accordance with FAA-STD-028C, DID-14. During the presentation, the Contractor shall present a shortened version of each fully developed draft lesson, including draft test items. Each lesson shall be given in enough detail and depth that the integration and effectiveness of the instructional materials, learning sequence, performance exercise, tests, and the time allocations, can be fully assessed by the Government.

The Contractor's Presentation shall be conducted at the Contractor's facility using materials that will be used in the actual training course. Contractor personnel responsible for the design, development, and technical accuracy of the training materials shall be available during the presentation to answer questions about the course. Additionally, if the Government requests their presence, the Contractor shall require additional Contractor personnel to include instructor(s), developer(s), and appropriate subject matter experts, available to answer questions during and after the presentation. Government representatives shall be as identified by the Government.

The Contractor shall correct errors, omissions and deficiencies in student and instructor materials discovered during the Contractor's Presentation and shall submit corrected copies of the course materials for Government review and approval. The Contractor shall also ensure that all copies requiring correction are corrected prior to their use in any class. If the Contractor's presentation is determined to be unsatisfactory by the Government, a second presentation will be required.

##### 3.5.4.9.2 CDRL T012 Operational Tryout

The Operational Tryout is a continuation of the training materials validation process conducted in accordance with FAA-STD-028C, DID-15. Completed draft lessons are presented to representatives of the target population to

determine if the instructional approach is appropriate and effective, test items and time allocations are appropriate, and the format of the materials is easy to use. Information obtained from the Operational Tryout is used to revise and improve the instructional effectiveness of the materials prior to the First Course Conduct.

The Operational Tryout shall be conducted at the Contractor's facility and must be planned to last one and a half times the length of the proposed course. Government representatives selected as monitors shall not count against the class enrollment. The Contractor shall correct errors, omissions and deficiencies discovered during the Operational Tryout and resubmit materials as directed by the contract. Subsequent classes shall not commence until a successful Operational Tryout has been conducted and is approved by the Government.

The contractor shall submit an Operational Tryout Report upon completion of the Operational Tryout. The Operational Tryout shall not count against the number of classes to be conducted by the Contractor.

#### **3.5.4.9.3 CDRL T013 First Course Conduct**

The contractor shall provide the First Course Conduct in its entirety in the intended training environment to the target population to ensure the course accomplishes the objectives established in accordance with FAA-STD-028C, DID-16. The contractor shall submit a First Course Conduct report upon completion of the First Course Conduct class.

Course approval shall be contingent upon Government acceptance of the First Course Conduct Report. The First Course Conduct class shall not count against the number of classes to be conducted by the Contractor.

#### **3.5.4.10 Training Deliverables**

Materials deliverable to the Government upon completion of factory training course.

##### **3.5.4.10.1 CDRL T014 Delivery of End-of-Course Evaluations**

The FAA will provide the Contractor with written end-of-course evaluations for distribution to the students. All students shall be given the opportunity to complete written end-of-course evaluations. These forms may include, but not be limited to, student lesson critiques, time logs, errata sheets, end-of-course critiques, etc.

##### **3.5.4.10.2 CDRL T015 Delivery of End-of-Course Examinations**

Following each course completion compile the FAA students' names and record his or her score on each exam, indicating whether the student passed or failed. This is submitted to the Government.

##### **3.5.4.10.3 Certificate of Training**

The Contractor shall deliver a certificate of training to each student who successfully completes the training. The certificate shall contain, as a minimum:

- Student name
- Length of training, in hours
- Course number and title
- Location of training
- Date completed
- Issuing official.

#### **3.5.4.11 Training Conferences/Meetings**

##### **3.5.4.11.1 CDRL T001 Post-Award Training Conference**

The purpose of the conference is to provide details on and clarification to the training requirements set forth in this SOW and to:

- Establish a liaison and working relationship between the Contractor personnel and FAA training representatives
- Permit inspection of the contractor's training facility
- Discuss the proposed course development methods and the requirements associated with each deliverable required from the contractor
- Discuss the Contractor's plan for accomplishing the training
- Discuss the Contractor's Personnel Qualification Report
- Discuss classroom administration requirements.

#### 3.5.4.11.2 In-Progress Reviews (IPR)

The Contractor shall conduct IPRs meetings. The IPRs are formal presentations by the Contractor to the Government concerning the progress that has been made on the training development or delivery effort to date. The Government shall schedule the IPRs as needed.

### **C.2 Emergency Situations and Exercises during Contract Performance (SEP 2001)**

**CLA.4548**

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

## **PART I – SECTION D – PACKAGING AND MARKING**

### **D.1 PACKING AND PACKAGING**

All deliverables (with the exception of those identified at D.2 and D.3 below) under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

### **D.2 CONTRACTOR DEPOT LOGISTICS SUPPORT (CDLS) ITEMS--PRESERVATION, PACKAGING, AND PACKING**

Reference Section C, paragraph 3.4.3.10.1.

### **D.3 CONTRACTOR DEPOT LOGISTICS SUPPORT (CDLS) ITEMS—MARKING**

Reference Section C, paragraph 3.4.3.11.

### **D.4 REPORTS AND OTHER DOCUMENTATION**

Reports and other documentation, including Contract Data Requirements List (CDRL) items, shall be packaged, packed and marked to ensure arrival at destination in satisfactory condition. Containers and wrappings shall conform to best commercial practice.

### **D.5 MARKING OF REPORTS**

The Contractor shall mark all reports as follows:

- (a) Task/Delivery Order number
- (b) Report Title
- (c) Contract Number
- (d) Date
- (e) Distribution

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

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

**3.2.2.3-73 Shipping Spare Parts (July 2004)**

**PART I – SECTION E – INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE**

Inspection of the supplies and services to be furnished hereunder will be made by the Contracting Officer's Technical Representative and acceptance will be made in writing by the Contracting Officer upon successful completion of all testing and Contractor Acceptance Inspection (CAI).

**E.2 INSPECTION AND ACCEPTANCE OF DOCUMENTS**

Inspection and acceptance of documents shall be in accordance with each CDRL.

**E.3 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)**

**CLA.1908**

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the following AMS clauses: Inspection of Supplies--Fixed-Price (3.10.4-2), Inspection of Services--Fixed-Price and Cost Reimbursement (3.10.4-4), and Inspection—Time-and-Materials and Labor-Hour (3.10.4-5).

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

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

**3.10.4-2 Inspection of Supplies (November 1997)**

**3.10.4-3 Inspection of Supplies-Cost Reimbursement (April 1996)**

**3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (April 1996)**

**3.10.4-5 Inspection—Time-and-Materials and Labor-Hour (April 1996)**

**3.10.4-14 Assignment of a Quality Reliability Officer (QRO) (April 1996)**

**3.10.4-16 Responsibility for Supplies (April 1996)**

**PART I – SECTION F – DELIVERIES OR PERFORMANCE**

**F.1 AUTHORIZED PERFORMANCE (JAN 1997) (R)**

**CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order. Reference Statement of Work Section 3.4.3.7 CDLS Delivery Requirements.

**F.2 CHANGE TO INDIVIDUAL DELIVERY ORDER  
SCHEDULE (JAN 1997)**

**CLA.1137**

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

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

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

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

**F.3 PLACE OF PERFORMANCE**

The effort required by this contract shall be performed at the contract facility and various FAA locations and will be specified in the individual task/delivery orders.

**F.4 DELIVERABLES/DELIVERY SCHEDULES**

Deliverables/delivery schedules for equipment and services are specified below:

- (a) UPS Systems (CLINs 001 through 010, 012 and 013) with the following equipment: UPS unit from 10 kVA to 150 kVA; VRLA batteries; battery monitor; battery lift; load bank; remote alarm panel; and manual maintenance bypass switch shall be delivered FOB Destination within 60 calendar days from receipt of delivery order.
- (b) UPS Systems (CLINs 002 through 003, 009 through 010, 012 and 013) with the following equipment: UPS unit from 151 kVA to 500 kVA; VRLA batteries; battery monitor; battery lift; load bank; and remote alarm panel shall be delivered FOB Destination within 120 calendar days from receipt of delivery order.
- (c) UPS Systems (CLINs 001 through 013) with the following equipment: UPS unit from 66 kVA to 150 kVA; FCB batteries; DC disconnect; battery monitor; battery lift; load bank; remote alarm panel; and manual maintenance bypass switch shall be delivered FOB Destination within 120 calendar days from receipt of delivery order.
- (d) UPS Systems (CLINs 002 through 003, 009 through 013) with the following equipment: UPS unit from 151 kVA to 500 kVA; FCB batteries; DC disconnect; battery monitor; battery lift; load bank; and remote alarm panel shall be delivered FOB Destination within 120 calendar days from receipt of delivery order.
- (e) CLIN 014A – 014D within 10 calendar days from notification.
- (f) CLIN 014E and 014F within 14 calendar days from notification.
- (g) CLIN 014G within 30 calendar days from notification.
- (h) CLIN 015 coordinated with equipment delivery.
- (i) CLIN 016 within 45 calendar days from notification.
- (j) CLIN 017 IAW each CDRL following receipt of delivery order.
- (k) CLIN 018, 019, 020 ongoing on a monthly basis.
- (l) CLIN 021 IAW respective CDRL(s).
- (m) CLIN 022 delivery in accordance with SOW 3.4.3.7.
- (n) CLIN 023 continuous 24/7 operation; ongoing routine business practice of vendor.
- (o) CLIN 024 delivery in accordance with SOW 3.4.3.8c.
- (p) CLIN 025 within 120 calendar days from receipt of delivery order to establish warehouse space.
- (q) CLIN 026, 027, 028, and 029 delivery schedule IAW delivery order for CLINs 016B, 024 and 026.
- (r) CLIN 030 through 033 delivery IAW CDRL resulting from a delivery order.
- (s) CLIN 034A-034D delivery IAW CDRL resulting from a delivery order.
- (t) CLIN 034E-034G delivery IAW respective CDRLs resulting from a delivery order.
- (u) CLIN 034H-034M delivery IAW respective CDRLs resulting from a delivery order.
- (v) CLIN 035 delivery IAW delivery order.

(w) CLIN 036 & 037 delivery IAW task order.

(x) CLIN 038 within 60 calendar days from receipt of delivery order.

**(Note: Deliverables/Delivery schedules cited at (a) through (x) above apply to corresponding CLINs for Options I through IV identified at B.4)**

**F.5 DELIVERY OF BATTERY MONITOR AND BATTERY ANCILLARY EQUIPMENT MANUALS**

Submit technical manuals and catalog sheets on equipment supplied under CLINs 003H through 003O, and 009A through 009D, and 012A through 012S within 60 calendar days after contract award.

**F.6 ACCELERATED DELIVERY (JAN 1997) CLA.1817**

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

**F.7 CONTRACT PERIOD (JAN 1997) (R) CLA.1604**

The effective period of this contract is two (2) years from the date of contract award with four (4) subsequent 2-year option periods to be exercised at the sole discretion of the Government .

**F.8 EQUIPMENT DELIVERY**

The Contractor shall deliver each piece of equipment and all supporting equipment at the sites specified in the task/delivery order in accordance with the requirements herein and the SOW.

**F.9 F.O.B. POINT (JAN 1997) CLA.2015**

The contractor shall deliver each item F.O.B. Destination within the 48 contiguous United States.

**F.10 DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS (R) CLA.1259  
(Applicable only to shipments outside the contiguous 48 states and the District of Columbia)**

(a) When a place of delivery is changed in accordance with the Changes clause of this contract, the contract price shall be adjusted pursuant to that clause for any resulting increase or decrease in the cost of performance. No adjustment shall be made for changes in transportation costs when supplies are identically priced for delivery regionally or nationally and the place of delivery is changed within the area to which the identical price applies. In all other cases, price adjustments due to changes in transportation costs shall be determined by comparing the cost of--

(1) Shipments to the new destinations as evidenced by copy of paid freight bills to be supplied by the Contractor with the invoice; and

(2) Shipments to the original or old destination as evidenced by copy of the appropriate paid freight bills to be supplied by the Contractor, or, in the event no shipments were made, as evidenced by the applicable rates of a common or contract carrier. If carrier rates are not publicly filed with any regulatory body, (e.g., interstate shipments moving by rail piggyback service) the Contractor shall provide a copy of the contract, letter agreement or other written communication from carriers quoting the rates/changes that would have been applied for shipments to the original or old destination.

(b) If (1) shipments to the new destination are made by the Contractor's owned or leased trucks and/or (2) shipments to the original destination were made or would have been made by the Contractor's owned or leased trucks, the Contractor shall so certify. The Government shall make an appropriate adjustment in contract prices for payment purposes by substituting a rate equal to 70 percent of the lowest applicable rate published in common carrier tariffs as of the date of shipment for the Contractor's actual rate or contemplated transportation costs.

(c) If any or all of the following data are not clearly shown on, or available from, copies of paid freight bills for each diverted shipment, the Contractor shall supply a statement showing the--

- (1) Full name of the carrier or carriers in the routing;
- (2) Number of containers;
- (3) Gross shipping weight;
- (4) Actual date of shipment; and

(5) Freight description for the supplies as indicated in the "National Motor Freight Classification" or the "Uniform Freight Classification" (Rail).

**F.11 PRINCIPAL PLACE OF TRAINING**

The contractor shall provide on-site training at locations designated by the respective task/delivery order. Where training may be required at the contractor's facility the contractor shall designate below the location of such place of performance where training will be conducted.

<u>Type of Training</u> (School/Training Facility) Uninterruptible Power Supply	<u>Location</u> (City and State) <u>Raleigh, NC</u>
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**F.12 GROUND LEVEL DELIVERY (CLIN 015A)**

The contractor shall provide ground level delivery service (sometimes referred to as "lift gate truck" service) as required where no further movement of equipment is performed by the carrier, other than deliver equipment to the site and remove from the truck to ground level.

**F.13 INSIDE DELIVERY (CLIN 015B)**

The contractor shall provide inside delivery service as required to remove equipment from delivery truck and place the equipment inside the facility.

**F.14 DELIVERY OUTSIDE CONTIGUOUS UNITED STATES (CLIN 015C)**

The contractor shall, as required, provide equipment delivery service to locations outside the 48 contiguous United States.

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

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

<b>3.10.1-9</b>	<b>Stop-Work Order (October 1996)</b>
<b>3.10.1-11</b>	<b>Government Delay of Work (April 1996)</b>
<b>3.11-34</b>	<b>F.O.B. Destination (April 1999)</b>
<b>3.11-48</b>	<b>F.O.B. Destination--Evidence of Shipment (April 1999)</b>

**PART I – SECTION G – CONTRACT ADMINISTRATION DATA**

**G.1 ORDERING PROCEDURES**

(a) General. Task/delivery orders will be issued for services and supplies to be performed/furnished under this contract. Generally, the Contracting Officer will issue task orders in order of priority, which may be periodically updated, during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.

(b) Ordering Procedures.

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

- (i) Proposed completion or task/delivery date;
  - (ii) Proposed travel costs;
  - (iii) An appropriate task/delivery order number and a reference to this Contract Line Item Number (CLIN).
  - (iv) A description of the services to be performed presented in a Task Performance Work Statement format. Any special requirements relating to the specific task to be performed.
  - (v) Period of performance.
- (c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause.
- (d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task-delivery order, with a copy of the Task Performance Work Statement attached, directing the Contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new ceiling price.
- (e) Any completion-type task/delivery order (performance work statement must state a definite goal of target and specify an end product) issued during the term of this contract and not completed within that term shall be completed by the contractor within the term specified in the task/delivery order. The rights and obligations of the contractor and the FAA regarding that task/delivery order shall be completed during the effective term of this contract.
- (f) Expenditures. In performance of orders, the Contractor shall not incur costs in excess of the funds provided in each order. In performance of each order, Government liability, except for issue being disputed, shall be limited to amounts cited in the order schedule.

**G.2 OPTION TO EXTEND SERVICES (JAN 1997)****CLA.0116**

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

**G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)****CLA.0135**

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

- (1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

- (2) Two copies to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-240)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) One copy to:  
FAA, Program Manager (AOS-1020)  
800 Independence Ave., SW  
Washington DC 20591

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s)

that were provided.

(3) Extended totals for invoiced quantities.

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

#### **G.4 (RESERVED)**

#### **G.5 WARRANTY - PRODUCTS (JAN 1997) (REVISED/TAILORED)**

**CLA.4530**

(a) The contractor warrants that by its standard commercial warranty the products ("products" includes equipment, fabrication processes, raw or finished materials, and intermediate assemblies) conform to contract requirements. The contractor also warrants that products are free of design defects (except defects in FAA-provided final designs) and defects in materials or workmanship.

(b) UPS Unit. The contractor shall be responsible for all F.O.B. destination costs during the warranty period, i.e. parts, labor, packaging, handling, shipping and transportation. The contractor shall provide labor and travel to replace or repair any product(s) that fail in operation within 24 months from date of start-up for the UPS unit. Parts used for replacements are warranted for 90 calendar days or the remainder of the original warranty period whichever is longer. The Contracting Officer will give written notice of any defect or nonconformance to the contractor within a reasonable period of time after discovery. Replacements of contract items shall be made promptly and on a FOB destination basis.

(c) Battery/Batteries. The contractor shall be responsible for all F.O.B. destination costs during the warranty period, i.e. parts, labor, packaging, handling, shipping and transportation, and licensed disposal of defective battery(s). The contractor shall provide labor and travel to replace or repair any battery or connector product(s) that fail in operation within the battery warranties specified in CLINs 003A through 003G. Warranty begins 60 calendar days from date of delivery, or date of UPS startup, which ever occurs first. Parts used for replacements are warranted for the longer of 90 days or the remainder of the original warranty period. The Contracting Officer will give written notice of any defect or nonconformance to the contractor within a reasonable period of time after discovery. Replacements of contract items shall be made promptly and on a FOB destination basis.

(d) Battery Rack/Cabinet, and Ancillary Equipment. The contractor shall be responsible for all F.O.B. destination costs during the warranty period, i.e. parts, labor, packaging, handling, shipping and transportation, and disposal. The contractor shall provide labor and travel to replace or repair any product(s) that fail in operation within 12 months from date of UPS start-up or 18 months from date of delivery, which ever occurs first. Parts used for replacements are warranted for the longer of 90 days or the remainder of the original warranty period. The Contracting Officer will give written notice of any defect or nonconformance to the contractor within a reasonable period of time after discovery. Replacements of contract items shall be made promptly and on a FOB destination basis.

(e) The rights and remedies of FAA provided in this clause are in addition to and do not limit any rights afforded to FAA by any other clause of this contract or under applicable Federal or State law, including the Uniform Commercial Code.

#### **3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

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

#### **3.10.1-22 Contracting Officer's Technical Representative (7/96)**

**PART I – SECTION H – SPECIAL CONTRACT REQUIREMENTS**

**H.1 FAA FACILITY REGULATIONS (JUL 2001)**

**CLA.3402**

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

**H.2 SECURITY – ESCORTED ACCESS ONLY (SEPTEMBER 2003) CLA.4553**

(a) Definitions.

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

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

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

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

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

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

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

(b) It has been determined by the operating office, in conjunction with the Servicing Security Element (SSE), and in accordance with FAA Order 1600.72, that all positions under this contract are low risk (as designated on the FAA Form 1600-77) and seasonal, per diem, temporary, or intermittent and will not exceed 180 days in either a single assignment or a series of assignments and will be exempt from investigation. Therefore, all services or work performed under this contract that are performed at an FAA facility or that involve access to FAA sensitive information, restricted areas, or resources will be done only while under the escort of an authorized FAA employee or an appropriately cleared contractor employee.

(c) This determination does not preclude the SSE from investigating contractor employees under the normal investigative requirements, if it is determined that the contractor employee will require unescorted access to sensitive FAA information, resources and Automated Information Systems, and/or unescorted access to FAA facilities.

(d) If it is determined that the contractor’s employees require an investigation, then this contract will be modified to include the applicable security and suitability clauses.

(e) It is the responsibility of the escort to keep the escort-required contractor employee or other person in plain view at all times and must be constantly aware of the contractor employee’s or other person’s actions. The contractor will not allow any contractor employee unescorted access to FAA facilities, restricted areas, sensitive information or resources.

(f) The contractor employee shall not have access to classified information.

(g) For all foreign nationals requiring escorted access to an FAA facility under this contract, the contractor shall furnish the following information to AMC-700, Security and Investigations Division, one week in advance of their proposed escorted access: name, alias(es), SSN, date and place of birth, country(ies) of citizenship, alien registration number, date and place of entry into the US, contract name and contract number.

(h) The contract employee shall comply with all applicable DOT, FAA, and local security directives while performing work under this contract.

### H.3 SPECIAL DEFINITIONS

(a) "Contractor's Cost" means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract. Also see AMS Clause 3.3.1-5,

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

(c) "Direct Material" means those materials that are not encompassed by the definition of "Indirect Materials."

(d) In conjunction with (a),(b)&(c) above, see AMS Clause 3.3.1-5, Payments Under Time-and-Materials and Labor-Hour Contracts, at Section I. Additionally, any reference to subcontracts or material handling costs under these CLINs shall be IAW 3.3.1-5.

(e) Definitions for "Components", "Domestic end product", "End products", and "Foreign offer" are found at AMS Clause 3.6.4-2 paragraphs (b)(1) through (b)(4).

(f) The following additional definitions found at AMS Toolbox T3.6.4 apply to issues related to "Buy American":

(1) "Domestic offer" means an offered price for a domestic end product, including transportation to destination.

(2) "Foreign end product" means an end product other than a domestic end product.

(3) "Manufactured product" as it applies to "Buy American-Steel and Manufactured Products" means an item produced as a result of the manufacturing process.

(4) "Manufacturing process" as it applies to "Buy American-Steel and Manufactured Products" means the application of processes to alter the form or function of materials or of elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from mere assembly of the element or materials.

### H.4 ECONOMIC PRICE ADJUSTMENT (SUPPLIES)

(a) This clause becomes operative upon the government's exercise of any option as set forth in Section B and upon the annual update of prices as contemplated herein.

(b) The contractor warrants that the unit prices stated in the Section B for CLINs 001 through 013 and 21 and corresponding Options I through IV CLINs 001-002, 010, 013 and 021 identified at B.4 are not in excess of the contractor's/supplier's applicable established distributor's prices in effect on the contract date for like quantities of the same item. The term unit price excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term *established distributor's price* means a price that (1) is an established catalog or published price to the contractor's distributors for a commercial item sold in substantial quantities to the general public, and (2) is the net price after applying any standard trade discounts offered by the contractor to its distributors.

(c) If the contractor's applicable established price reflects an increase or decrease on or before 90 days of the effective date of the respective option period, the corresponding contract unit price shall be increased or decreased accordingly. The contractor shall provide written notice to the Contracting Officer of the actual increase or decrease to the established price of each CLIN along with a copy of the corresponding established distributor's price list. The contract shall be modified accordingly, subject to the following limitations:

(1) RESERVED.

(2) The increased or decreased contract unit price shall be effective on the effective date of the new contract period, i.e., first day of the option period, provided that the contractor's written notification is received not later than 60 days prior to the first day of the contract period each year in accordance with B.2(c). If the written notification is received later than 60 days prior to contract expiration, except that if the adjustment resulted in a decrease, the effective date would be retroactive to the first day of the contract term.

(3) The increased or decreased contract unit price shall not apply to orders placed prior to the effective date of the modification.

(3) The increased or decreased contract unit price shall not apply to orders placed prior to the effective date of the modification.

(4) No modification increasing a contract unit price shall be executed under this paragraph (b) until the Contracting Officer verifies the increase in the applicable established price.

#### **H.5 REIMBURSEMENT OF TRAVEL COSTS (JUN 2007)**

**CLA.4531**

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

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

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

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

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

#### **H.6 OVER AND ABOVE WORK PROVISIONS (CLINs 035 through 037)**

(a) Written authorization to proceed on items set forth in Section B.1(i) must be received from the Contracting Officer (CO) before performance. This authorization to proceed will be provided by Work Requests issued by the CO.

(b) The Contractor will prepare Work Request Proposals for necessary over and above work items in the format and detail as prescribed by the CO and submit them to the designated official. As a minimum, proposals must be identified to the contract and specify related changes, if any, to contract task/delivery schedule. Upon request by the CO, the Contractor will also prepare consolidated Work Request Proposal covering previously approved over and above items. Negotiations will be completed prior to commencement of work. All effort approved as a result of a Work Request Proposal will be accommodated by an order against the contract or contract modification.

(c) Fixed-Price Items (CLIN 0035). Payment will be made at the fixed price negotiated/listed for each item.

(d) Fixed Daily Rate/Hourly Rate Items (CLIN 036). The price negotiated by the CO will be based on a fixed daily rate/hourly rate basis.

#### **H.7 CEILING PRICE (JAN 1997)**

**CLA.0120**

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

**H.8 AGREEMENT TO PARTICIPATE IN ALTERNATIVE  
DISPUTE RESOLUTION (APRIL 1998)**

**CLA.4540**

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

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

**H.9 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)**

**CLA.4551**

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

**H.10 QUALIFICATIONS OF EMPLOYEES (DEC 2002)**

**CLA.4552**

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

**H.11 FAA STUDENT ATTENDANCE OF CONTRACTOR TRAINING**

(a) The contractor shall provide training for FAA personnel described at paragraph 3.5.1 of the SOW IAW the task/delivery schedule established in the task/delivery order.

(b) Exact training dates will be by mutual agreement of the parties.

(c) Required training contemplated by the FAA is as follows:

CLIN

016A. (Contractor's facility)

016B. (FAA On-site)

Quantity

NTE 10 students per class

NTE 8 students per class

(d) In the event of conflict, such as equipment malfunction, weather, or unavailability of FAA students, training dates will be rescheduled to other mutually agreeable dates.

(e) The FAA reserves the right to cancel scheduled classes or individual student enrollments at no cost upon providing at least 30 calendar days notification prior to scheduled starting date of class.

**H.12 NOTIFICATION OF ABSENCE, ILLNESS, INJURY,  
OR DEATH OF FAA STUDENTS (JAN 1997)**

**CLA.0148**

Procedures for communicating student absences, serious illness, injuries, or death to an FAA student shall be as follows:

(a) In the event that an FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.

(b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.

(c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.

(d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

**H.13 Notice of Contractor Testimony (September 2006)**

**CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

**H.14 Strikes or Picketing Affecting Timely Completion of the Contract  
Work (September 2006)**

**CLA.4557**

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

## PART II – SECTION I – CONTRACT CLAUSES

### 3.2.2.3-75 Requests for Contract Information (July 2004)

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

### 3.2.4-16/Alt 1 Ordering (October 1996)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective term of the contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- (d) The provisions of the clauses entitled "Limitation of Costs", "Limitation of Funds", and "Allowable Cost and Payment" shall apply to individual delivery orders or task orders.

### 3.2.4-17 Order Limitations (October 1996)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
  - (1) Any order for a single item in excess of \$750,000;
  - (2) Any order for a combination of items in excess of \$2,000,000; or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### 3.2.4-20 Indefinite-Quantity (July 1996)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final day of the contract term.

**3.2.4-34 Option to Extend Services (April 1996)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

**3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the current contract year; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

**3.6.4-2 Buy American Act--Supplies (July 1996)**

(a) The Buy American Act (41 U.S.C. 10) 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) "Domestic end product," as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (c)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

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

(4) "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).

(c) The Contractor shall 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 of a satisfactory quality;

(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.

(i) 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:

(A) More than 6 percent, if a domestic offer is from a large business that is not a labor surplus area concern; or

(B) More than 12 percent, if a domestic offer is from a small business concern or any labor surplus area concern.

(ii) The evaluation in subparagraph (i) above shall 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.

(iii) If an award of more than \$250,000 would be made to a domestic concern if the 12 percent factor were applied, but not if the 6 percent factor were applied, the FAA will decide whether award to the domestic concern would involve unreasonable cost. (End of clause)

### **3.6.4-5 Buy American--Steel and Manufactured Products (July 1996)**

(a) Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990 (Subtitle B of Title IX of Pub. L. 101-508, the Omnibus Budget Reconciliation Act of 1990) requires the use of steel and manufactured products produced in the United States when a project such as that covered by this contract receives funding.

(b) The Contractor shall deliver only steel and manufactured products produced in the United States. This requirement shall not apply where the Secretary or his or her designee has found--

(1) That its application would be inconsistent with the public interest;

(2) That such materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(3) In the case of the procurement of facilities and equipment under the Airport and Airway Improvement Act of 1982, (i) the cost of components and subcomponents which are produced in the United States is more than 60 percent of the cost of all components to be delivered under this contract, and (ii) final assembly of the facility or equipment to be delivered under this contract has taken place in the United States; or

(4) That inclusion of domestic material will increase the cost of the overall contract by more than 25 percent.

(c) In calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.

(d) This clause takes precedence over the provisions of clause "Buy American Act--Supplies" and clause "Buy American Act--Construction Materials" in respect to their applicability to steel and manufactured products.

(e) The offeror warrants that steel and manufactured products to be used in the project are produced in the United States, and that components of unknown origin are considered to have been produced or manufactured outside the United States. Should any end product be of foreign origin, the Contractor shall identify, in writing, such products and country of origin to the Contracting Officer prior to contract award. Such information is required in implementation of Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990, (Subtitle B of Title IX of P. L. 101-508, the Omnibus Budget Reconciliation Act of 1990). (End of clause)

### **3.9.1-2 Protest After Award (August 1997)**

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

### **3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

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

- 3.1.8-1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (9/00)**
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (9/00)**
- 3.2.2.3-29 Integrity of Unit Prices (7/04)**
- 3.2.2.3-32 Waiver of Facilities Capital Cost of Money (7/04)**
- 3.2.2.3-33 Order of Precedence (7/04)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (4/96)**
- 3.2.2.8-1 New Material (10/96)**
- 3.2.4-4 Fixed-Price Contracts with Economic Price Adjustment-Labor and Material (4/96)**
- 3.2.4-5 Allowable Cost and Payment (4/01)**
- 3.2.4-27 Limitation of Price and Contractor Obligations (4/96)**
- 3.2.5-1 Officials Not to Benefit (4/96)**
- 3.2.5-3 Gratuities or Gifts (1/99)**
- 3.2.5-4 Contingent Fees (10/96)**
- 3.2.5-5 Anti-Kickback Procedures (10/96)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (4/96)**
- 3.3.1-5 Payments Under Time-and-Materials and Labor-Hour Contracts (4/01)**
- 3.3.1-6 Discounts for Prompt Payment (4/96)**
- 3.3.1-8 Extras (4/96)**
- 3.3.1-9 Interest (4/1996)**
- 3.3.1-10 Availability of Funds (4/96)**
- 3.3.1-14 Limitation of Funds (4/1996)**
- 3.3.1-15 Assignment of Claims (4/96)**
- 3.3.1-17 Prompt Payment (1/03)**
- 3.3.1-27 Invoices for Equipment Delivered (3/97)**
- 3.3.1-30 Progress Payments Not Included (11/97)**
- 3.3.2-1 FAA Cost Principles (10/96)**
- 3.4.1-10 Insurance – Work on a Government Installation (7/96)**
- 3.4.2-8 Federal, State, and Local Taxes—Fixed Price Contract (4/96)**
- 3.5-3 Patent Indemnity (4/96)**
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service Disabled Veteran Owned Small Business Concerns (9/01)**
- 3.6.1-4 Small, Small Disadvantaged, Women-Owned, and Service Disabled Veteran Owned Small Business Subcontracting Plan. (04/07)**
- 3.6.1-6 Liquidated Damages—Subcontracting Plan (9/01)**
- 3.6.2-4 Walsh-Healey Public Contracts Act (4/96)**
- 3.6.2-9 Equal Opportunity (8/98)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (04/07)**
- 3.6.2-13 Affirmative Action for Workers with Disabilities (4/00)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (04/07)**
- 3.6.2-16 Notice to the Government of Labor Disputes (4/96)**
- 3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (04/07)**
- 3.6.3-2 Clean Air and Clean Water (4/96)**
- 3.6.3-16 Drug Free Workplace (01/04)**
- 3.6.4-10 Restrictions on Certain Foreign Purchases (4/96)**
- 3.9.1-1 Contract Disputes (11/02)**
- 3.10.1-7 Bankruptcy (4/96)**

- 3.10.1-12 Changes—Fixed Price (4/96)
- 3.10.1-13 Changes –Cost Reimbursement (4/96)
- 3.10.1-25 Novation and Change-of-Name Agreements (1/03)
- 3.10.5-1 Product Improvement/Technology Enhancement (4/96)
- 3.10.6-1 Termination for convenience of the Government (Fixed Price) (10/96)
- 3.10.6-3 Termination (Cost-Reimbursement) 10/96
- 3.10.6-3/alt4 Termination (Cost-Reimbursement) Alternate IV (10/96)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (10/96)
- 3.10.6-7 Excusable Delays (10/96)
- 3.14-3 Foreign Nationals as Contractor Employees (7/06)

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

<b>Attachment</b>	<b>Title</b>	<b>Date</b>	<b>No. of Pages</b>
J.1	UPS Equipment Specification (UES) (Version 2)	12/16/05	32
J.2	Contract Data Requirements List (CDRL), Index		
	M001	12/21/05	1
	M002	12/21/05	1
	Q001	12/21/05	1
	Q002	12/21/05	1
	E001	12/21/05	1
	L001	12/21/05	1
	L002	12/21/05	1
	L003	12/21/05	1
	L004	12/21/05	1
	L005	12/21/05	1
	T001	12/21/05	1
	T002 (INTENTIONALLY OMITTED)		
	T003	12/21/05	1
	T004	12/21/05	1
	T005 (INTENTIONALLY OMITTED)		
	T006	12/21/05	1
	T007	12/21/05	1
	T008	12/21/05	1
	T009	12/21/05	1
	T010	12/21/05	1
	T011	12/21/05	1
	T012	12/21/05	1
	T013	12/21/05	1
	T014	12/21/05	1
	T015	12/21/05	1
	Note: CDRLs identified at J.2 supersede CDRLs dated 10/28/04		
J.3	Data Item Descriptions (DIDs), Index of DIDs For CDRLs:		
	M001	10/28/04	1
	M002	10/28/04	1
	Q001	10/28/04	1
	Q002	10/28/04	1
	E001	10/28/04	1
	L001	10/28/04	3
	L002	10/28/04	1
	L003	10/28/04	2
	L004	10/28/04	3
	L005	10/28/04	2
	Training DID text found in FAA-STD-028C		
J.4	Standard Operating Procedure (SOP) for FAA Field Site Requests for Spare Parts Re-supply and/or Technical/Engineering Support (Version 2)	3/21/06	3
J.5	FAA STD 28C, Contract Training Program	11/16/00	166

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

<b>Attachment</b>	<b>Title</b>	<b>Date</b>	<b>No. of Pages</b>
J.6	Price Exhibit A—VRLA Battery String (CLINs 003A-003B, 041A-041B, 079A-079B, 117A-117B and 155A-155B)	Undated	TBD
J.7	Price Exhibit B—Flame Retardant VRLA Battery String (CLINs 003C-003D, 041C-041D, 079C-079D, 117C-117D and 155C-155D)	Undated	TBD
J.8	Price Exhibit C—Flooded Cell Battery String (CLINs 003E-003G, 041E-041G, 079E-079G, 117E-117G and 155E-155G)	Undated	TBD
J.9	Price Exhibit D—Recommended Spare Parts List (RSPL) (CLINs 021A, 059A, 097A, 135A, and 173A)	Undated	TBD
J.10	Price Exhibit E—Site Spare Parts List (CLINs 021B, 059B, 097B, 135B, and 173B)	Undated	TBD
J.11	Price Exhibit F—Support Equipment Candidate List (SECL) (CLINs 021C, 059C, 097C, 135C, and 173C)	Undated	TBD
J.12	Appendices 1 and 2—UPS Specification (UES): Manual Maintenance Bypass Configuration (Appendix 1) and Manual Maintenance Bypass Switch (MMBPS) Wiring Diagram for Wall Mount or Free Standing Cabinet (Appendix 2)	10/28/04	2
J.13	Price Exhibit G—Material Handling Charge (CLINs 003-009 and 011-012 and corresponding Option CLINs cited at B.4)	Undated	TBD