

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 81
2. CONTRACT NO.	3. SCREENING INFORMATION REQUEST NO. DTFAAC-03-R-00176 (RFI-Draft Only)	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED X/XX/XX	6. REQUISITION/PURCHASE NO. (FAA Internal Use Only)	
7. ISSUED BY FAA, NAS Automation & Facilities Acquisition Division (AMQ-210) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 321 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933			

Indefinite Delivery/Indefinite Quantity SOLICITATION Uninterrupted Power Supply

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until x:xx local time xx xxx xx
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >	A. NAME Mark Melendez	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-8071, Fax no 405-954-9219
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) >	ITEM
24. ADMINISTERED BY (If other than Item 7) FAA, NAS Contract Management Team (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932	CODE	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

The contractor shall furnish all labor, facilities, materials, services, transportation, preservation, packaging, packing and marking required to furnish and supply items set forth below all in accordance with (IAW) the terms, conditions, and provisions set forth herein. Detailed descriptions of the supplies or services to be furnished can be found in Section C. For additional information regarding the below CLINs refer to “B.2 Contract Prices (Applicable to base Contract Period and OPTION Years)”, and B.3, “Contract Pricing Methods/Arrangements (Applicable to base contract period and OPTION 1)”. Also see Section H, H.1 for ordering procedures.

Schedule I – Base Contract Period
(Date of Contract Award plus four option years)

B.1(a) Equipment/Hardware. The contractor shall furnish/supply Uninterruptible Power Supply (UPS) Systems in accordance with all terms, conditions, and provisions set forth herein.

0001 Uninterruptible Power Supply (UPS) Systems, Single Phase
0.6 kVA through 10 kVA, Provide Cost tables.

0002 Three Phase, 208/208 VOLT 60 Hz, Uninterruptible Power Supply (UPS) Systems.
This includes UPS monitoring and control software, filters, dual input configuration, transformers other than UPS transformers, one set of Operation/Maintenance manuals, equipment factory test report, and shipping FOB within the 48 contiguous United States.

		Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0002A	Uninterruptible Power Supply (UPS) System, 10-19 kVA, 208/208 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0002B	Uninterruptible Power Supply (UPS). System, 20-29 kVA, 208/208 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0002C	Uninterruptible Power Supply (UPS) System, 30-39 kVA, 208/208 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0002D	Uninterruptible Power Supply (UPS) System, 40-49 kVA, 208/208 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0002E	Uninterruptible Power Supply (UPS) System, 50-65 kVA, 208/208 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0002F	Uninterruptible Power Supply (UPS) System, 66-80 kVA, 208/208 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0002G	Uninterruptible Power Supply (UPS) System, 81-100 kVA, 208/208 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA

0002H Uninterruptible Power Supply (UPS) System, 101-150 kVA, 208/208 volt Module. _____ EA _____ EA _____ EA _____ EA _____ EA

0003 Three Phase, 480/480 VOLT 60 Hz, Uninterruptible Power Supply (UPS) Systems

This includes UPS monitoring and control software, filters, dual input configuration, transformers other than UPS transformers, one set of Operation/Maintenance manuals, equipment factory test report, and shipping FOB within the 48 contiguous United States.

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0003A Uninterruptible Power Supply (UPS) System, 10-19 kVA, 480/480 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0003B Uninterruptible Power Supply (UPS) System, 20-29 kVA, 480/480 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0003C Uninterruptible Power Supply (UPS) System, 30-39 kVA, 480/480 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0003D Uninterruptible Power Supply (UPS) System, 40-49 kVA, 480/480 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0003E Uninterruptible Power Supply (UPS) System, 50-65 kVA, 480/480 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0003F Uninterruptible Power Supply (UPS) System, 66-80 kVA, 480/480 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0003G Uninterruptible Power Supply (UPS) System, 81-100 kVA, 480/480 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0003H Uninterruptible Power Supply (UPS) System, 101-150 kVA, 480/480 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0003J Uninterruptible Power Supply (UPS) System, 151-250 kVA, 480/480 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0003K Uninterruptible Power Supply (UPS) System, 251-300 kVA, 480/480 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0003L Uninterruptible Power Supply (UPS) System, 301-400 kVA, 480/480 volt Module.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA

0003M Uninterruptible Power Supply (UPS) System, 500 kVA, 480/480 volt Module. _____ EA _____ EA _____ EA _____ EA _____ EA

0004 UPS Battery Rack

This includes DC Breaker switch and battery monitor, and batteries with the battery rack.

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0004A Battery Rack, 10-19 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0004B Battery Rack 20-29 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0004C Battery Rack 30-39 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0004D Battery Rack 40-49 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0004E Battery Rack 50-65 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0004F Battery Rack 66-80 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0004G Battery Rack 81-100 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0004H Battery Rack 101-150 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0004J Battery Rack 151-250 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0004K Battery Rack 251-300 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0004L Battery Rack 301-400 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA
0004M Battery Rack 500 kVA, 10 to 15-minute Back-up time.	_____ EA	_____ EA	_____ EA	_____ EA	_____ EA

0005 UPS Manual Maintenance By-Pass (MBP) Cabinets, for 208 Volt UPS

		Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0005A	MBP 10-19 kVA, 208 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0005B	MBP 20-29 kVA, 208 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0005C	MBP 30-39 kVA, 208 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0005D	MBP 40-49 kVA, 208 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0005E	MBP 50-65 kVA, 208 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0005F	MBP 66-80 kVA, 208 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0005G	MBP 81-100 kVA, 208 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0005H	MBP 101-150kVA, 208 volt.	_____EA	_____EA	_____EA	_____EA	_____EA

0006 UPS Manual Maintenance By-Pass (MBP) Cabinets, for 480 Volt UPS

		Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0006A	MBP 10-19 kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0006B	MBP 20-29 kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0006C	MBP 30-39 kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0006D	MBP 40-49 kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0006E	MBP 50-65 kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0006F	MBP 66-80 kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA

0006 UPS Manual Maintenance By-Pass (MBP) Cabinets, for 480 Volt UPS (continued)

		Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0006G	MBP 81-100 kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0006H	MBP 101-150kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0006J	MBP 151-250 kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0006K	MBP 251-300 kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0006L	MBP 301-400 kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0006M	MBP 500 kVA, 480 volt.	_____EA	_____EA	_____EA	_____EA	_____EA
0007	MBP Kirk Key and Interlock Solenoid	_____EA	_____EA	_____EA	_____EA	_____EA
0008	Battery Monitor, Accessories and Wire Harness.	_____EA	_____EA	_____EA	_____EA	_____EA
0009 Manuals						
0009A	Operational and Maintenance Manuals (for UPS unit and Battery Monitor)	_____EA	_____EA	_____EA	_____EA	_____EA
0009B	Installation Manuals (for UPS unit and Battery Monitor)	_____EA	_____EA	_____EA	_____EA	_____EA
0009C	Customer Support Engineer (CSE) Manual (for UPS unit, Battery Monitor, And Maintenance Bypass)	_____EA	_____EA	_____EA	_____EA	_____EA
0010	Remote Monitor Alarm Panel	_____EA	_____EA	_____EA	_____EA	_____EA
0011	Remote Shut-Down (UPS unit power off)	_____EA	_____EA	_____EA	_____EA	_____EA

0012 DC Disconnect Breaker, Wall Mount

		Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0012A	DC Disconnect Breaker 10-19 kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA
0012B	DC Disconnect Breaker 20-29 kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA
0012C	DC Disconnect Breaker 30-39 kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA
0012D	DC Disconnect Breaker 40-49 kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA
0012E	DC Disconnect Breaker 50-65 kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA
0012F	DC Disconnect Breaker 66-80 kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA
0012G	DC Disconnect Breaker 81-100 kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA
0012H	DC Disconnect Breaker 101-150kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA
0012J	DC Disconnect Breaker 151-250 kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA
0012K	DC Disconnect Breaker 251-300 kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA
0012L	DC Disconnect Breaker 301-400 kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA
0012M	DC Disconnect Breaker 500 kVA, wall mount	_____EA	_____EA	_____EA	_____EA	_____EA

0013 UPS Spare Parts Vendor catalog with cost tables for all UPS units in CLINs 0002 and 0003.

For the purposes of ordering spare parts, the vendor shall submit a UPS spare parts catalog as NSP items. Spare Parts purchased from the vendor catalog shall be invoiced against this CLIN 0013 and their cost(s) are to be determined on an individual per task order basis.

B.1(b) Ancillary Services. The contractor shall provide all ancillary services including but not limited to services necessary to install each UPS system procured under CLIN 0001 through start-up, maintenance of the system, and training.

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0014 UPS Start-up Service for single UPS unit in 48 contiguous United States.	_____EA	_____EA	_____EA	_____EA	_____EA

0015 Equipment Delivery Service

0015A "Ground Level Delivery" IAW F.10; Reimbursed at contractor's cost IAW H.6.

0015B "Inside Delivery" IAW F.11; Reimbursed at contractor's cost IAW H.6.

0016 Factory Witness Test Services IAW Statement of Work (SOW), Section C, paragraph 3.2.1. Price to be negotiated per task order.

0017 Engineering & Installation Services

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0017A Site Surveys (fixed price per visit) IAW Statement of Work (SOW), Section C, Paragraph 3.5.3 and B.2(g)	_____EA	_____EA	_____EA	_____EA	_____EA

0017B Engineering Design Services IAW Statement of Work (SOW), Section C, paragraph 3.5.4, B.2(h), B.3(b)(5), and Part I Section H.1(b)(2).

0017C Installation Services IAW Statement of Work (SOW), Section C, paragraph 3.5.5, B.2(l) and B.3(b)(6). Price to be negotiated per task order

0018 Training and Training Support

0018A Contractor Conducted Factory Training; Cost per student IAW Statement of Work (SOW), Section C, paragraph 3.7.2; See F.9. *Min/Max per class: 5/10 students	_____EA	_____EA	_____EA	_____EA	_____EA
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0018B Contractor Conducted On-Site Training (per site); Per site IAW Statement of Work (SOW), Section C, and Paragraph 3.7.2; See F.9 and H.9. *Min/Max per class: 5/10 students.	_____EA	_____EA	_____EA	_____EA	_____EA
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B.1(c) Program Management.

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0019 Program Management IAW Statement of Work (SOW), Section C, paragraph 3.1.	_____EA	_____EA	_____EA	_____EA	_____EA

B.1(d) Logistics Support.

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0020 Integrated Logistics Support (ILS) Management IAW Statement of Work (SOW), Section C, paragraph 3.6.1.	_____YR	_____YR	_____YR	_____YR	_____YR
0021 Supply Support (Spares) IAW Statement of Work (SOW), Section C, paragraph 3.6.2.					

0022 Contractor Logistics Support (CLS)

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0022A CLS—Program Management IAW Statement of Work (SOW), Section C, paragraph 3.6.3.	_____YR	_____YR	_____YR	_____YR	_____YR
0022B CLS—Unit Exchange IAW Statement of Work (SOW), Section C, paragraph 3.6.3.4.	_____EA	_____EA	_____EA	_____EA	_____EA
0022C CLS—Line Replaceable Units (LRUs) IAW Statement of Work (SOW), Section C, paragraph 3.6.3.4.	_____EA	_____EA	_____EA	_____EA	_____EA
0022D CLS—Priority 1 Shipment Charges Cost per shipment in support of CLINS 0022B & 0022C IAW Statement of Work (SOW), Section C, paragraph 3.6.3.7.	_____EA	_____EA	_____EA	_____EA	_____EA
0022E CLS—Help-Line Services IAW Statement of Work (SOW), Section C, paragraph 3.6.3.8.a&b	_____YR	_____YR	_____YR	_____YR	_____YR
0022F CLS—On-Site Support IAW Statement of Work (SOW), Section C, paragraph 3.6.3.8.c Reimbursed at cost IAW H.6.					

B.1(d) Logistics Support (continued).

	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
0022G CLS—Spares Warehousing Support of CLS as contemplated by the Statement of Work (SOW), Section C, paragraph 3.6.3.4.5	_____YR	_____YR	_____YR	_____YR	_____YR

B.1(e) Travel and Subsistence Support.

	Base Year
0023 Travel Support Applicable to CLINs 0017A, 0018B, 0022F, and 0025 support effort. Reimbursement at cost IAW the Federal Travel Regulation and the FAA Travel Policy; See H.4. Government Estimate for Base Year	\$20,000.

0024 RESERVED

B.1(f) Conference Support Services.

0025 **Conference Support Services**
Post Award/NAILSMT, Logistics Guidance Conference, Program
Management Review, Training and Technical Interchange Meeting as
required. IAW Statement of Work (SOW), Section C, paragraphs 3.1, 3.6,
and 3.7. To be negotiated on a task order basis.

B.1(g) Materials.

0026 **Materials**
Contractor furnished direct
materials necessary to accomplish
tasks related to CLINs 0017C and
0022F. Reimbursement at cost plus
indirect expenses IAW contractor's
approved accounting system.

B.1(h) Data Requirements.

Contract Data Requirements Lists (CDRLs) IAW Data Item Numbers M001-M003, Q001-Q003, E001-E004, L001-L006 and T001, T003-T0016. The contractor shall furnish all labor, facilities, materials, services, preservation, packaging, and packing required to furnish and supply the services/data/information/documentation set forth below in accordance with the terms, conditions, and provisions set forth herein.

0027 Data—Program Management

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0027A	Program Plan IAW CDRL Data Item No. M001; Attachments J.3 & J.4.	1	Plan	\$ _____	\$ _____
0027B	Program Management Report IAW CDRL Data Item No. M002; Attachments J.3 & J.4.	25	Reports	\$ _____	\$ _____
0027C	Meeting Minutes Document IAW CDRL Data Item No. M003; Attachments J.3 & J.4.	Various	Document	\$ <u>NSP</u>	\$ <u>NSP</u>

0028 Data—Quality Control

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0028A	Quality Assurance Plan IAW CDRL Data Item No. Q001; Attachments J.3 & J.4.	1	Plan	\$ _____	\$ _____
0028B	Equipment Test Report AW CDRL Data Item No. Q002; Attachments J.3 & J.4.	Various	Report	\$ <u>NSP</u>	\$ <u>NSP</u>
0028C	Contractor's Configuration Management Plan IAW CDRL Data Item No. Q003; Attachments J.3 & J.4.	1	Plan	\$ _____	\$ _____

0029 Data—Engineering

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0029A	Software Interface Document IAW CDRL Data Item No. E001; Attachments J.3 & J.4.	Various	Document	\$ _____	\$ _____
0029B	Site Survey Report IAW CDRL Data Item No. E002; Attachments J.3 & J.4.	Various	Report	\$ <u>NSP</u>	\$ <u>NSP</u>
0029C	Engineering Design Document IAW CDRL Data Item No. E003; Attachments J.3 & J.4.1	Various	Document	\$ <u>NSP</u>	\$ <u>NSP</u>

B.1(h) Data Requirements (continued).

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0029D Site Preparation and Installation Document IAW CDRL Data Item No. E004; Attachments J.3 & J.4.	1	Document	\$ <u>NSP</u>	\$ <u>NSP</u>
0030 Data—Logistics				
	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0030A Integrated Support Plan IAW CDRL Data Item No. L001; Attachments J.3 & J.4.	1	Plan	\$ _____	\$ _____
0030B Recommended Spare Parts List (RSPL) IAW CDRL Data Item No. L002; Attachments J.3 & J.4.	1	List	\$ _____	\$ _____
0030C CLS Supply Support, Technical Assistance, and CLS Cost Report IAW CDRL Data Item No. L003; Attachments J.3 & J.4.	10	Reports	\$ _____	\$ _____
0030D Support Equipment Candidate List (SECL) IAW CDRL Data Item No. L004; Attachments J.3 & J.4.	1	List	\$ _____	\$ _____
0030E Commercial Support Documentation IAW CDRL Data Item No. L005; Attachments J.3 & J.4. *2 complete sets per submission	24	*Sets	\$ _____	\$ _____
0031 Data—Training				
	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0031A Personnel Qualifications Report IAW CDRL Data Item No. T003;	1	Report	\$ _____	\$ _____
0031B Task and Skills Analysis Report IAW CDRL Data Item No. T004	1	Report	\$ _____	\$ _____
0031C COTS Training Materials Report IAW CDRL Data Item No. T005;	1	Report	\$ _____	\$ _____
0031D Contractor's Presentation IAW CDRL Data Item No. T006;	1	Plan	\$ _____	\$ _____

B.1(h) Data Requirements (continued).

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0031E	Training Development Plan IAW CDRL Data Item No. T007;	1	Plan	\$ _____	\$ _____
0031F	Course Design Guide IAW CDRL Data Item No. T008;	1	Set	\$ _____	\$ _____
0031G	Tests IAW CDRL Data Item No. T009;	1	Test	\$ _____	\$ _____
0031H	Classroom Training Materials IAW CDRL Data Item No. T010;	1	Set	\$ _____	\$ _____
0031J	Operational Tryout IAW CDRL Data Item No. T011;	1	Task	\$ _____	\$ _____
0031K	First Course Conduct IAW CDRL Data Item No. T012;	1	Task	\$ _____	\$ _____
0031L	Delivery of End-Of-Course Evaluations IAW CDRL Data Item No. T013;	1	Set	\$ _____	\$ _____
0031M	Theory of Operation Examination IAW CDRL Data Item No. T014;	1	Set	\$ _____	\$ _____
0031N	Performance Examination IAW CDRL Data Item No. T015;	1	Set	\$ _____	\$ _____

B.1(i) Over and Above Work.

The over and above Items set forth below are not included in the scope and prices of the basic work Items in B.1(a)-(h). The work called for under these items shall be accomplished when and as directed by the Contracting Officer in accordance with H.5 herein titled "Over and Above Work Procedures."

0032 Fixed-Price Items. (RESERVED)

0033 Fixed Daily Rate/Hourly Rate
Items. (RESERVED)
For accomplishment of work set forth
in this item, a fixed daily rate or
fixed hourly rate will be used in
negotiating a price.

0034 CO Negotiated Items. (RESERVED)

B.1(j) Contractor-Developed/Contract-Unique Deliverables.

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0035	Contractor Developed/Funded Software, Hardware, Tools, Test Equipment, ATE, STE, Drawings, Manuals, etc. At the option of the Government IAW Statement of Work (SOW), Section C, paragraph 3.6.3.4.4	1	Lot	\$ _____	\$ _____

Minimum Guaranteed Quantity/Estimated Contract Value/Maximum Limitations of Orders.

The minimum guaranteed quantity for this contract Base period is \$300,000. The estimated dollar value of this contract Base period is \$7,500,000. If all optional years are exercised the estimated amount will be \$38,000,000, (base year amount inclusive). The maximum estimated dollar value of orders to be placed against this contract during the contract Base period and optional years is \$ 60,000,000.

B.2 Contract Prices (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 contract line item numbers (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 equipment/hardware provided under CLINs 0001 through 0014 pricing is fixed price. Any contractor proposed discounts will become part of the contract.

(c) For CLINs 0015, 0023, and 0026, pricing will be at the contractor's cost. See H.4 and H.6 as applicable.

(d) For CLIN 0001 Single phase UPS systems, prices will be the same as those of the corresponding vendor catalog with discounts.

(e) CLINs 0001 through 0013 price includes equipment FOB shipping within the contiguous 48 States. Shipping outside the 48 States price differentials are reimbursed at cost.

(f) CLIN 0014 is a firm fixed price that includes per diem and travel within the 48 contiguous United States. Site surveys outside the 48 States are amended to include travel and per diem differential costs, as allowed in CLINS 0023 and 0024. Fourteen (14) calendar days notice to perform start-up service.

B.2 Contract Prices (Applicable to base contract period and all OPTION years) (continued).

(g) CLIN 17A is a firm fixed price, that includes per diem and travel within the 48 contiguous United States. Site surveys outside the 48 States are amended to include travel and per diem differential costs, as allowed in CLIN 0023.

(h) CLIN 0017B involves engineering design services for which no established price exists and is labeled "TBN (to-be-negotiated)." Prices will be negotiated on a firm-fixed-price basis based on individual site needs/requirements.

(i) CLIN 0017C involves installation services for which no established price exists and is labeled "TBN (to-be-negotiated)." Prices will be negotiated on a firm-fixed-price basis based on individual site needs/requirements.

(j) For CLIN 0022F that identify services to be performed at an hourly rate, services are to be performed based on the non-contract service categories (service in 24 hours, /\$_____per hour and service in 5 days, /\$_____per hour). As described in Section C 3.6.3.8c, reimbursed at contractor's cost IAW H.6.

(k) For CLIN 0025 identifies various conference support activities, services are to be performed per task order.

(l) For CLINs 0027C, 0028B, 0029B, 0029C, and 0029D 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, e.g.

(m) CLIN 0028B, NSP, accompanies the UPS unit to delivery site.

(n) For CLINs 0027A -B, 28A, 28C, 0030A-E, and 0031A-N for data in the form of plans, reports, documents, lists, etc., prices are established on a fixed-price basis.

(p) CLINs 0032-0034. Reserved. See B.3(i) below.

(q) CLIN 0035. Identifies deliverables developed during course of the contract in the event there is no follow-on contract or should the contractor go out of business and are considered as "not separately priced (NSP)." See B.3(j) below.

(r) CLINs 0002 – 0003 price includes dual input feed to the UPS.

(s) CLIN 0015A Ground Level Delivery services is additional cost to remove the UPS, ancillary equipment and battery rack from the delivery truck and place on a loading dock or at ground level of the destination facility. Cost determined on a site-by-site basis.

(t) CLIN 0015B Inside Delivery service is additional cost to remove the UPS, ancillary equipment, and battery rack from delivery truck and place inside the destination facility first floor level. Prices negotiated on a firm fixed price based on individual site needs.

(u) CLIN 0002 and 0003 is pricing for the entire working UPS unit. This includes UPS monitoring and control software, filters, dual input, transformers other than UPS transformers, one set of Operation/Maintenance manuals.

(v) CLIN 0004 is pricing to include DC Breaker switch and battery monitor, batteries with the battery rack.

(x) CLIN 0018B is firm fixed price that includes per diem and travel within the 48 contiguous United States. Site surveys outside the 48 States are amended to include travel and per diem differential costs, as allowed in CLINS 0023 and 0024.

B.3 Contract Pricing Methods/Arrangements (Applicable to Base contract period and all OPTION years).

(a) B.1(a)--CLIN 0001-0013. A fixed-price per unit pricing arrangement will be used for this CLIN.

(b) B.1(b)--CLINs 0014-0018B.

(1) CLIN 0014 A fixed-price per visit.

(2) CLIN 0015. A cost reimbursement pricing arrangement will be used for this CLIN.

(3) CLIN 0016. Price to be negotiated per task order.

(4) CLIN 0017A A fixed-price per visit.

(5) CLIN 0017B. The CLIN represents tasking effort for engineering design services to be negotiated on a task order basis.

(6) CLIN 0017C. A firm-fixed-price pricing arrangement will be used for this CLIN. This CLIN represents tasking effort for installation services "to-be-negotiated (TBN)" and priced on an individual basis.

(7) CLIN 0018A. A fixed-price per student pricing arrangement will be used for these CLINs.

(8) CLIN 0018B. A fixed-price per site pricing arrangement will be used for these CLINs.

(c) B.1(c)--CLIN 0019. A fixed-price per unit pricing arrangement will be used for this CLIN.

(d) B.1(d)--CLINs 0020, 0021 and 0022A-0022G.

- (1) CLINs 0020, 0021, 0022A-E, and 0022G. A fixed-price per unit pricing arrangement will be used for these CLINs.
- (2) CLIN 0022F. A time-and-materials (rate per hour) pricing arrangement will be used for this CLIN.
- (e) B.1(e)--CLIN 0023. Reimbursed IAW H.4.
- (f) B.1(f)--CLIN 0025. A time-and-materials pricing arrangement will be used for this CLIN.
- (g) B.1(g)--CLIN 0026. Reimbursed at cost IAW H.6.
- (h) B.1(h)--CLINs 0027-0031. A fixed-priced per unit (e.g., plan, report, document, list, etc.) pricing arrangement will be used for these CLINs.
- (i) B.1(i)--CLINs 0032-0034. Reserved. Pricing arrangement(s) to be determined in accordance with each individual requirement generated as an "over and above work procedure."
- (j) B.1(j)--CLIN 0035. A firm-fixed-price per lot pricing arrangement will be used for this CLIN.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)

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

PART I - SECTION C
STATEMENT OF WORK
(SOW)

C.1

The Statement of Work (SOW) defines the contractor requirements for project management, configuration management, engineering/technical support services, test and evaluation, logistics support, training, and quality control for the UPS being acquired. It also defines the technical support services needed to perform engineering work, installation/construction work for power systems, power systems ancillary equipment, and structures.

(See Section J, Attachment J.1, SOW 5.0)

**PART I - SECTION D
PRESERVATION, PACKAGING, PACKING, MARKING AND HANDLING**

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 3.6.3.10.1.

D.3 CONTRACTOR DEPOT LOGISTICS SUPPORT CDLS) ITEMS--MARKING

Reference Section C, paragraph 3.6.3.11.

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 practices.

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

**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 (JUNE 1999)

Notice: The following clauses pertinent to this section are hereby incorporated by reference.

3.10.4-2	Inspection of Supplies--Fixed-Price (November 1997)
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)
3.10.4-10	Inspection of Construction (April 1996)
3.10.4-16	Responsibility for Supplies (April 1996)
3.10.4-17	Year 2000 Warranty--Commercial Supply Items (November 1997)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 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.2 DELIVERABLES/DELIVERY DATES

- (a) Deliverables/delivery dates will be specified in each task/delivery order issued hereunder.
- (b) The time of delivery for hardware/equipment, spare parts, etc., shall coincide with the time(s) set out in the corresponding contract or as negotiated by the parties.

F.3 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.4 CONTRACT PERIOD (JAN 1997) (R)

CLA.1604

The effective period of this contract is 1-yr from the date of contract award with the subsequent option years to be exercised at the sole discretion of the Government .

F.5 EQUIPMENT DELIVERY AND INSTALLATION

The Contractor shall deliver, install and test 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. The installation shall require the Contractor to perform the installation in accordance with the FAA approved Contractor plans.

F.6 F.O.B. POINT (JAN 1997)

CLA.2015

The contractor shall deliver each item F.O.B. Destination.

F.7 DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS

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.8 AVAILABILITY AND USE OF UTILITY SERVICES

CLA.1405

The contractor may use existing utilities without charge, if available; however, the contractor at his own expense and in a workmanlike manner satisfactory to the Contracting Officer, shall furnish, install, and maintain all necessary temporary connections and distribution lines, and shall remove same prior to final acceptance of the construction.

F.9 PRINCIPAL PLACE OF TRAINING (CLIN 0018A)

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.

Type of Training
(School/Training Facility)

Location
(City and State)

F.10 GROUND LEVEL DELIVERY (CLIN 0015A)

The contractor shall provide ground level delivery services (sometimes referred to as “lift gate truck” service) as required where no further movement of equipment is performed by the carrier, other than to the site at ground level where no loading dock is provided. This service is for CLINs 0002-0006.

F.11 INSIDE DELIVERY (CLIN 0015B)

The contractor shall provide inside delivery, at facility first floor level, as required to place the equipment inside the facility. This service is for CLINs 0002-0006.

3.2.2.3-60/ALT1 Specifications, Drawings, and Material Submittals--Alternate I (April 1996)

Upon completing the work under this contract, the Contractor shall furnish three (3) complete reproducible sets of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

3.2.2.3-71 Commencement, Prosecution, and Completion of Work (November 1997)

The Contractor shall (a) commence work under this contract within (*) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than (*) days. The time stated for completion shall include final cleanup of the premises. Note: (*)--to be cited on the respective task order

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)

Notice: The following clauses pertinent to this section are hereby incorporated by reference.

3.2.2.3-42	Differing Site Conditions (April 1996)
3.2.2.3-43	Site Investigation and Conditions Affecting the Work (April 1996)
3.2.2.3-45	Material and Workmanship (April 1996)
3.2.2.6-46	Superintendence by the Contractor (April 1996)
3.2.2.3-47	Permits and Responsibilities (April 1996)
3.2.2.3-48	Other Contracts (April 1996)
3.2.2.3-49	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (April 1996)
3.2.2.3-50	Property Protection (April 1996)
3.2.2.3-51	Operations and Storage Areas (April 1996)
3.2.2.3-52	Use and Possession Prior to Completion (April 1996)
3.2.2.3-53	Cleaning Up and Roadway Maintenance (April 1996)
3.2.2.3-54	Accident Prevention (April 1996)
3.2.2.3-56	Schedules for Construction Contracts (April 1996)
3.2.2.3-58	Layout of Work (April 1996)
3.2.2.3-60	Specifications, Drawings, and Material Submittals (January 1999)
3.2.2.3-68	Safety and Health (June 1999)

3.2.2.3-69	Subcontracts (Construction) (April 1996)
3.10.1-8	Suspension of Work (August 1998)
3.10.1-9	Stop-Work Order (October 1996)
3.10.1-10	Stop-Work Order--Facilities (June 1999)
3.10.1-11	Government Delay of Work (April 1996)
3.11-34	F.O.B. Destination (April 1999)
3.11-48	F.O.B. Destination--Evidence of Shipment (April 1999)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICING PROCEDURES - GENERAL (JUL 1997)

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-I00)
P.O. Box 25710
Oklahoma City, OK 73125-4913
- (2) Two copies to: FAA, Mike Monroney Aeronautical Center
NAS Automation and Facilities
Acquisition Division (AMQ-240)
P.O. Box 25082
Oklahoma City, OK 73125
- (3) Two copies to: FAA, Mike Monroney Aeronautical Center
Uninterruptible Power Supply (UPS)
Program Manager (AOS-100)
800 Independence Ave., S.W.
Washington, DC 20591

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Task/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.

G.2 ACCOUNTING AND APPROPRIATION DATA (JAN 1997) (R)

CLA.0502

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

G.3 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK/DELIVERY ORDERS

All costs incurred, in performance of an order issued under this contract, shall be accumulated in a separate task/delivery (work) order cost account established specifically for that order number. There shall be no commingling of costs between orders.

G.4 REMITTANCE ADDRESS

The remittance address for payments under this contract is as follows:

(completed by vendor)
()
()

G.5 INCREMENTAL FUNDING (JAN 1997)

CLA.2604

- (a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.
- (b) Task/Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.
- (c) This clause becomes inoperative when the contract period is fully funded.

G.6 OPTION TO EXTEND

(CLA.0116-Revised)

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 or 3.2.4-35, Option to Extend the Term of the Contract, by written notice to the contractor not later than the expiration date of the current contract period.

G.7 WARRANTY - PRODUCTS (JAN 1997)

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) 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 parts and labor to replace or repair any products that fail in operation within 36 months from the date of shipment of the single phase UPS units, and 24 months from date of start-up for the three phase UPS units. 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.
- (c) Products replaced under the provisions of the warranty shall remain the property of FAA unless the contractor wishes to obtain ownership. In this case, the contractor shall notify FAA of such in writing not later than the date of receipt by FAA of the replacement products. The contractor is responsible for packaging and shipping costs.
- (d) 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.

G.8 CONTRACTING OFFICER'S AUTHORITY

- (a) The Contracting Officer has responsibility for ensuring the performance of all necessary actions for effective contracting while ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. Accordingly, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.
- (b) The Contracting Officer may designate, in writing, representatives to perform functions required to administer or terminate this contract, however, any implied or expressed actions taken by these representatives must be within the limits

cited within the Contracting Officer's written designations. The Contracting Officer shall provide the Contractor copies of all relevant written designations. The Contractor shall refrain from acting upon the instructions of a person alleging to be a representative of the Contracting Officer without first verifying that individual's authority from the Contracting Officer.

(c) The Contractor shall, within 3 days, notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under this contract.

3.2.4-34 Option to Extend Services (April 1996)

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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

3.10.1-22 Contracting Officer's Technical Representative (July 1996)

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

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

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)

Notice: The following clauses pertinent to this section are hereby incorporated by reference.

3.2.2.3-62	Preconstruction Conference (April 1996)
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**PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.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.* Task/delivery orders will be issued upon completion of the following sequence of actions:

(1) The Contracting Officer's Representative will issue a request for task proposal, with a copy of the Task Work Statement attached.

(2) Contractor will submit a task proposal to the Contracting Officer's Representative within the time allotted including (as applicable):

- (i) A milestone schedule;
- (ii) Proposed completion or task/delivery date;
- (iii) Proposed travel costs;
- (iv) To be negotiated for each Engineering Design Services (CLIN 0017B) task ordered;
- (v) A breakdown of the proposed labor hours and costs

by category applicable to services to be performed on a "daily rate" basis (i.e., CLINs 0022F, 0025 and 0033);

(vi) A fixed-price proposal for Installation Services (CLIN 0016, 0017A, 0017C) (Note: Where installation services involve construction, the Contracting Officer will provide the contractor with the applicable Davis-Bacon wage decision);

(3) Each task will be negotiated by the Contracting Officer and, when mutual agreement is reached, a task/delivery order will be issued.

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

- (i) An appropriate task/delivery order number and a reference to this contract number.
- (ii) A description of the services to be performed presented in a Task Performance Work Statement format.
- (iii) Any special requirements relating to the specific task to be performed.
- (iv) Period of performance.
- (v) Ceiling Price.

(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 respecting that task/delivery order shall be completed during the effective term of this contract. This paragraph (e) does not apply to term or level-of-effort type task.

(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 issued being disputed shall be limited to amounts cited in the order schedule.

H.2 AUTHORIZED PERFORMANCE

(a) 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 task/delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center, or by issuance of written order request(s) by the Contracting Officer's Representative against a bulk-funded task/delivery order pursuant to special clause H.3. Issuance of a bulk-funded task/delivery order shall not constitute a basis to commence performance; performance shall be ordered by issuance of order requests by an authorized Contracting officer's Representative. Orders issued orally or by written telecommunications shall reference a formal task/delivery order number and shall be confirmed by issuance of the formal task/delivery order.

(b) Under no conditions will the contractor be paid for work performed or parts furnished by the contractor or his representatives without a specific order issued by the contracting officer or his/her designated representative for that work.

H.3 OPERATING/ORDERING PROCEDURES

In addition to the requirements of AMS Clauses 3.2.4-16, 3.2.4-17, and 3.2.4-20, a task/delivery order(s) may be issued for funding purposes only. Each such task/delivery order, hereafter referred to as a "bulk-funded" task/delivery order, will specify the time period covered. It will authorize the contractor to proceed with contract performance as ordered by the Contracting Officer's Representative via written order requests, to the extent that deliveries or performance do not exceed the dollar amount authorized on the bulk-funded task/delivery order. Issuance of a bulk-funded task/delivery order does not commit the FAA to place orders for supplies or services in the total amount of the bulk-funded order(s).

H.4 TRAVEL COSTS (JUL 1997) CLA.4531 **(Applicable to CLINs 0017A, 0018B, 0022F and 0025)**

(a) The FAA will reimburse the contractor for actual subsistence and travel costs required and incurred by contractor personnel traveling outside their assigned work location in performance of this contract in accordance with the Federal Travel Regulation (FTR) issued by the General Services Administration and the FAA Travel Policy (FAATP). Where there is a conflict between the FTR and FAATP, the FAATP shall take precedence. Travel must be authorized in advance by the Contracting Officer or Contracting Officer's Technical Representative.

(b) Travel and per diem expenses will be reimbursed at the contractor's actual purchase price not to exceed subsistence rates authorized by the FTR or Joint Travel Regulation (JTR), Volume 2, DoD Civilian Personnel for Travel in Alaska, Hawaii, Puerto Rico, and Territories and Possessions of the US, or standardized regulations prescribed by the Department of State for travel not covered above. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable. Expenses for travel by motor or other common carrier shall be reimbursed on a mileage basis at the GSA local automobile transportation rate in effect at the time the travel is accomplished, per vehicle, plus necessary tolls in lieu of actual expenses of such travel.

(c) The contractor shall not be entitled to reimbursement for additional travel associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work location.

(d) Travel, per diem, and subsistence costs, transportation (including local area), and other related expenses shall not be burdened by any indirect costs, e.g., overhead and G&A, or profit.

H.5 OVER AND ABOVE WORK PROVISIONS (CLINs 0032-34)

(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 0032). Payment will be made at the fixed price negotiated/listed for each item.

(d) Fixed Daily Rate/Hourly Rate Items (CLIN 0033). The price negotiated by the CO will be based on a fixed daily rate/hourly rate basis.

H.6 SPECIAL DEFINITIONS (Applicable to CLINs 0015A & B, 0017B, 0022F and 0026)

(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.

H.7 LIMITATION ON GOVERNMENT'S OBLIGATION

(a) To the extent the Schedule/Task/Delivery Order sets forth an amount to cover the estimated cost to the Government for specified items, the Government shall not be obligated to pay the Contractor any amount in excess of the amount so set forth in the Schedule/Task/Delivery Order and the Contractor shall not be obligated to continue performance by virtue of which the Government's obligation hereunder would exceed the amount set forth in the Schedule/Task/Delivery Order, unless and until the Contracting Officer shall have notified the Contractor in writing that such amount had been increased and shall have specified in such notice a revised amount which shall thereupon constitute the estimated cost of performance of this contract insofar as the specified items are concerned. When and to the extent that the amount set forth in the Schedule/Task/Delivery Order has been increased, any expenses incurred by the Contractor in excess of the amount prior to the increase shall be allowable to the same extent as if such expense had been incurred after such increase in such amount.

(b) The Contractor shall notify the Government in writing at the earliest practicable time, whenever he believes that the cost he expects to incur within the succeeding thirty (30) days will exceed 85 percent of the amount stated in the Schedule/Task/Delivery Order. The Contractor will also notify the Government in writing at any other time if he expects the costs he will incur for items chargeable to such amount will be substantially greater or less than such amount.

H.8 MODIFICATION PROPOSALS-PRICE BREAKDOWN

The contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, justification shall be furnished for the extension. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

H.9 FAA STUDENT ATTENDANCE OF CONTRACTOR TRAINING (CLINs 00018A-B)

(a) The contractor shall commence provide training for FAA personnel described at paragraph 3.7.2 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:

<u>CLIN</u>	<u>Quantity</u>
0018A (Contractor's facility)	NTE 10 students per class

<u>CLIN</u>	<u>Quantity</u>
0018B (FAA on-site)	NTE 10 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.10 VISITS BY GOVERNMENT PERSONNEL

Government personnel authorized by the contracting officer shall be permitted access to the facilities during the period of performance of this contract for purposes of coordination, rendering of technical assistance and verification of work progress. In addition, other personnel as may be authorized by the Contracting Officer will be permitted access to the facilities.

H.11 ELECTRICAL CODES

Requirements of the specifications and drawings applicable to this contract are intended to be in conformity with the National Electric Code, National Safety Code, and state and local electrical codes. If they are found to be in conflict, the contractor shall promptly notify the Contracting Officer and obtain a determination as to the course of action to be followed. In determining whether an adjustment in contract price or time may be involved, it shall be understood that the contractor's bid price has been based upon performing the work in conformity with the specifications and drawings.

H.12 PERMITS AND LICENSES

The contractor shall determine specific permitting and license requirements where the contract work is to be performed, and provide for the effects, if any, that these requirements may have on the offer, or contract performance. Failure of the contractor to ascertain these requirements beforehand will not excuse noncompliance nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

H.13 LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA NAS Automation and Facilities Division
Contract Management Team (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

H.14 ACCESS TO GOVERNMENT FACILITIES

(a) The Contractor shall submit an access request to the relevant COTR and be granted, by appropriate authority, ingress and egress to any Government site where access is required to perform the Task/Delivery Orders issued under this contract. Prior to commencing work at such Government sites, the Contractor shall familiarize its employees with the rules and regulations relevant to those sites. The Contractor shall give particular emphasis to the areas of health, safety and security. All Contractor personnel shall comply with the rules and regulations applicable to the Government sites they are working on.

(b) All Contractor personnel who perform work on any DOT facilities, which includes all FAA facilities, shall wear, at all times while present on those facilities, DOT identification badges, issued in accordance with DOT procedures. The Contractor may be required to adhere to additional badge requirements at any non-DOT controlled site.

(c) Any Contractor or subcontractor employee providing support under this contract, who fails to meet the minimal work requirements defined in this contract, will be denied access to all DOT facilities and may be denied access to any non-DOT controlled site.

H.15 GOVERNMENT-OWNED PROPERTY AND INFORMATION

(a) *Definitions.* "Property" includes facilities, material, special tooling and test equipment and agency-peculiar real or personal property items. "Information" includes any raw or combined data, in any form. Government owned property and information" includes all property and information owned by or leased to the Government, including contractor-acquired property and information, to which the Government has title.

(b) *Title.* The Government shall retain title to all Government property and information furnished to the Contractor. Also, regardless of contract type, the Government will acquire title to all Contractor-acquired property and information, if the Contractor is entitled to be reimbursed by the Government for the cost of acquiring the property. This includes property and information, title to which is vested in the Contractor but under termination clause, is revested in the Government upon notice of termination. For Contractor-acquired property and information, title shall pass to and vest in the Government upon use of the property or information in performing this contract or reimbursement of the cost of the property or information by the Government, whichever occurs first. Title to Government property or information shall not be affected by its incorporation into or attachment to any other type of property or information not owned by the Government.

(c) *Government Owned Property and Information.* As specified in this contract, including subsequent modifications thereto, the Government shall provide the Contractor all Government owned property and information the Government has agreed to provide as a condition to performing this contract. If the Contractor receives this Government owned property or information in a condition not suitable for the intended use or not within the time required by this contract or subsequent modifications thereto, the Contractor shall immediately notify the Contracting Officer, in writing. The Contracting Officer, upon receipt of such notification, shall expeditiously provide advice to the Contractor, in writing, regarding what actions the Contractor shall take and, if necessary, appropriately adjust the contract.

(d) *Use and Applicability.* All Government owned property and information provided to the Contractor, unless otherwise authorized by the Contracting Officer, shall only be used for performance of requirements under this contract. All Government owned property and information, used in performing this contract, are subject to the requirements of this clause.

(e) *Control.*

(1) Other than normal wear and tear, in the case of property, the Contractor shall be responsible for and assume the total risk of loss, damage to or unauthorized disclosure of all Government owned property and information, used in this contract, for which it has custody. Accordingly, the Contractor shall establish and maintain a program of accountability, using sound industrial practices, for using, maintaining, repairing, safeguarding and preserving all Government owned property and information in its custody.

(2) The Contractor shall not release any Government owned information to any individual that is a foreign-national or any foreign government, without the expressed written authorization of the Contracting Officer. If the Contractor determines it cannot assume custody for and total risk of loss, damage to or unauthorized disclosure of any Government property or information, because of its uncontrolled accessibility by personnel other than Contractor employees, the Contractor shall immediately notify the Contracting Officer, who may take any action, within the limits of their contracting authority, to mitigate or limit the Contractor's risk of loss or damage attributable to the Government property or information in question.

(f) *Loss, Damage or Unauthorized Disclosure.* For any Government property or information the Contractor has in its custody, the Contractor shall immediately notify the Contracting Officer in writing of any known loss, damage to or unauthorized disclosures of such property or information. The notification shall identify the involved property or information, provide a detailed explanation of the relevant facts (time, place, origin, involved parties and their actions, when discovered, etc.), known interests in any related property or information if it is commingled with other property or information, and any insurance available to the Contractor to cover the loss, damage or authorized disclosure events.

(g) *Insurance Costs.* Unless specifically required by the Government in this contract, the Contractor shall not include any charge or reserve for insurance to cover potential liabilities due the loss, destruction or unauthorized disclosure of Government owned property or information.

(h) *Access.* For inspection purposes, the Government and all its authorized designees, shall have access, at all reasonable times, to the premises in which any Government owned property and information is located. Should such an inspection reveal that the Contractor has not implemented, or has implemented, but is not maintaining a system of accountability for the Government owned property or information in its custody, the Government may fully or partially terminate this contract.

(i) *Reporting.* Not later than 15 September of each year, the Contractor shall submit a DOT Form 4220.43 (Contractor Report of Government Property) to the Contracting Officer, detailing all Government property it is using to perform this contract.

(j) *Changes.* The Contracting Officer may execute modifications to this contract to revise, make substitutions to or withdraw authorization for the use of the Government owned property or information to be provided, or to be acquired by the Contractor for the Government, under this contract. If such modifications result in Government owned property or information no longer being needed under this contract, the Contractor shall request, in writing, the Contracting Officer provide the Contractor disposition instructions for such property or information. For any modifications to this contract that alter Government property or information arrangements and result in a negative financial impact on the Contractor, the Contractor may request, in writing and properly substantiated, that the Contracting Officer execute an equitable adjustment in accordance applicable changes clause. If appropriate, the Contracting Officer shall initiate an equitable adjustment in favor of the Government.

(k) *Contractor Remedy.* The Contractor's exclusive remedy against the Government for causing delays in contract performance, providing unsuitable property or information, making changes or any other action initiated by the Government which relates to Government owned property or information, shall be a right to submit an equitable adjustment, if appropriate, to the Contracting Officer. Under no circumstances, shall the Government be liable to suit for breach of contract for any action taken which relates to Government property or information.

(l) *Disposition.* Upon completion of this contract, or earlier if requested to do so in writing by the Contracting Officer, the Contractor shall request disposition instructions for all Government owned property and information in its custody. Included with this request, the Contractor shall provide a current DoT Form 4220.43 itemizing all Government owned property in its custody and a separate listing of all Government owned information in its custody.

(m) *Subcontracting.* If the Contractor transfers Government owned property or information to the possession and control of a subcontractor, the transfer shall not relieve the Contractor of its total liability for the loss, damage to or unauthorized use or dissemination of Government property or information transferred. The Contractor shall incorporate, in its subcontracts, appropriate provisions which flow-down the requirements of this clause and require subcontractors to return all Government owned property and information, in the same condition received, except for reasonable wear and tear.

H.16 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 task/delivery order issued hereunder and will vary depending on the work to be performed.

H.17 CORRESPONDENCE PROCEDURES

The Contractor shall submit all routine technical correspondence to the applicable COTR with an information copy to the Contracting Officer. All other correspondence shall be submitted to the Contracting Officer. All data deliverables shall be submitted and routed as delineated in CDRL distribution blocks. A letter of transmittal shall be forward to the Contracting Officer for each CDRL submission

H.18 CONTRACT PERFORMANCE WITH FORMER GOVERNMENT EMPLOYEES (JAN 2000)

CLA.4527

(a) After contract award or the effective date this clause is incorporated into the contract by modification, the Contractor agrees not to allow any former Government employee, who separated from Government service with a Voluntary Separation Incentive Payment (VSIP), to perform work on this contract before receipt of non-objection by the Contracting Officer.

(b) The contractor shall notify the Contracting Officer in advance of any proposed work or change in work to be done under this contract by a former government "buyout" employee. Such written notification shall include:

- 1) employee's full name and date of separation from Government service,
- 2) name and location of former Government agency of employment, and
- 3) either evidence of any one of the following:
 - (i) repayment of the separation incentive or a court approved settlement, or
 - (ii) a waiver of repayment granted under authority of the statute(s) or
 - (iii) that five years have lapsed since separation from government service; or
- 4) proposed job title, work location and "a detailed statement of work to be performed by the former employee" under the contract

(c) The contracting officer's non-objection described in (a) above is at the sole discretion of the Government. In no event shall the Government's decision under (a) above with respect to any person, or the length of time to arrive at the decision, constitute grounds for adjustment of the contract price, or the contract performance or task/delivery requirements.

H.19 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (NOV 2000)

CLA.4544

All contractor personnel involved with the performance of this contract requiring access as defined by AMS Clause 3.13-6 Contractor Personnel Suitability Requirements (July 2000) in performance of this contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Copies of applicable documentation must be available to appropriate Federal Officials upon request.

H.20 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK

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

H.21 3.13-6 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JULY 2001) (AS REVISED 7/25/01)

CLA.4543

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

Position Risk Level

(TBD by COR and Appropriate FAA Security Personnel – As specified in each Task Order)

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

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

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

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

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

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

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

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

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

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

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

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

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

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

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

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

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

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

**PART II - SECTION I
CONTRACT CLAUSES**

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)

Notice: The following clauses pertinent to this section are hereby incorporated by reference.

3.2.2.3-33	Order of Precedence (January 1999)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
3.2.2.8-1	New Material (October 1996)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-1	Payments (April 1996)
3.3.1-2	Payments under Fixed-Price Construction Contracts (April 1996)
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)
3.3.1-6	Discounts for Prompt Payments (April 1996)
3.3.1-8	Extras (April 1996)
3.3.1-9	Interest (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-17	Prompt Payment (August 1998)
3.3.1-19	Prompt payment for Construction Contracts (August 1998)
3.3.1-25	Mandatory Information for Electronic Funds Transfer Payment (October 1996)
3.4.1-7	Notice to Proceed (April 1996)
3.4.1-10	Insurance--Work on a Government Installation (July 1996)
3.4.2-6	Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-7	Federal, State and Local Taxes--Fixed-Price, Noncompetitive Contracts (April 1996)
3.4.2-8	Federal, State, and Local Taxes--Fixed Price Contract (April 1996)
3.5-13	Rights in Data--General (October 1996)
3.6.2-2	Convict Labor (April 1996)
3.6.2-4	Walsh-Healey Public Contracts Act (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998)
3.6.2-13	Affirmative Action for Handicapped Workers (January 1998)
3.6.2-14	Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (January 1998)
3.6.2-18	Davis Bacon Act (April 1996)
3.6.2-19	Withholding--Labor Violations (April 1996)
3.6.2-20	Payrolls and Basic Records (June 1999)
3.6.2-23	Certification of Eligibility (April 1996)
3.6.2-28	Service Contract Act of 1965, as Amended (April 1996)
3.6.3-2	Clean Air and Clean Water (April 1996)
3.6.3-8	Ozone Depleting Substance (August 1998)
3.6.4-2	Buy American Act--Supplies (July 1996)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-12	Changes--Fixed-Price (April 1996)
3.10.1-12/alt3	Changes--Fixed-Price Alternate III (April 1996)
3.10.1-14	Changes--Time-and-Materials or Labor-Hour (April 1996)
3.10.1-15	Changes--Construction, Dismantling, Demolition, or Removal of Improvements (July 1996)
3.10.1-16	Changes and Changed Conditions (April 1996)
3.10.1-19	Modification Cost Proposal - Price Breakdown (Construction) (April 1996)

3.10.1-20	Warranty--Construction (April 1996)
3.10.1-24	Notice of Delay (November 1997)
3.10.3-2	Government Property - Basic Clause (December 1997)
3.10.3-8	Special Tooling (December 1997)
3.10.3-9	Special Test Equipment (December 1997)
3.10.3-12	Identification of Government Property (December 1997)
3.10.3-13	Segregation of Government Property (December 1997)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-4	Default (Fixed-Price Supply and Service) (October 1996)
3.10.6-6	Default (Fixed-Price Construction) (October 1996)

3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract as set forth in the Schedule.

(b) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(c) If mailed, a task/delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-17 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 \$500,000;

(2) Any order for a combination of items in excess of \$750,000; 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) Task/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 task/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 task/delivery date required by orders placed within the order period.

3.2.5-11 Drug Free Workplace (April 1996)

(a) Definitions. As used in this clause,

(1) "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

(2) "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

(3) "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

(4) "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(5) "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

(6) "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

(7) "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual shall within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible for contracts of less than 30 calendar days performance duration:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) or (c) of this clause may render the Contractor subject to suspension of contract

payments, termination of the contract for default, and suspension or debarment.

3.3.1-10 Availability of Funds (April 1996)

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

3.3.1-13 Limitation of Cost (Facilities) (April 1996)

(a) The parties estimate that performance of this contract will not cost the FAA more than the estimated cost specified in the "Schedule". The Contractor agrees to use its best efforts to perform the work specified in the "Schedule" within the estimated cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that-

(1) The costs that the Contractor expects to incur under this contract in the next 30 days, when added to all costs previously incurred, will exceed 85 percent of the estimated cost specified in the "Schedule"; or

(2) The total cost to the FAA for the performance of this contract will be either greater or substantially less than had previously been estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-

(1) The FAA is not obligated to reimburse the contractor for costs incurred in excess of the estimated cost specified in the "Schedule"; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the "Termination " of this contract) or otherwise incur costs in excess of the estimated cost specified in the "Schedule", until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the FAA . In the absence of the specified notice, the FAA is not obligated to reimburse the Contractor for any costs in excess of the estimated cost, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the "Schedule" is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the FAA specified in the "Schedule", unless they contain a statement increasing the estimated cost.

3.3.1-25 Mandatory Information for Electronic Funds Transfer (EFT) Payment - Central Contractor Registration (CCR) (June, 2001)

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

(1) In the event the FAA is unable to release one or more payments by EFT, the Contractor agrees to either: (i) accept payment by check or some other mutually agreeable method of payment; or (ii) Request the FAA to extend the payment due date until such time as the FAA can make payment by EFT (but see paragraph (d) of this clause).

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

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Central Contractor Registration (CCR) database with the information required in the CCR to make payment by EFT. The Contractor may register to the CCR online at www.ccr2000.com, or call the CCR Assistance Center toll free at (888)-227-2423 and request the necessary registration forms. The Contractor must have a DUNS number to begin registration. To obtain a DUNS number, call Dun & Bradstreet, Inc. at (800) 335-0505. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

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

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

(d) Suspension of payment.

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

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

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

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the FAA failed to use the Contractor-provided EFT information in the CCR database in the correct manner, the FAA remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

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

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

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

(g) EFT and prompt payment.

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

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

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information, which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the FAA, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the FAA of a change to the routing transit number, Contractor account number, or account type. The FAA shall use the changed data in accordance with paragraph (d)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The

Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (d)(2) that no further payments be made until the changed EFT information is implemented by the payment office. The FAA is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

3.4.1-4 Performance Bond Requirements (April 1996)

(a) The contractor is required to submit a performance bond in a penal amount equal to 100 percent of the contract price, unless another amount is specified in the contract "Schedule," within the time specified by the Contracting Officer.

(b) The bond must be executed on specified forms, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

3.4.1-5 Payment Bond Requirements (April 1996)

(a) The contractor is required to submit a payment bond in the penal amount set forth in the "Schedule," within the time required by the Contracting Officer.

(b) The bond must be executed on the forms attached to this SIR, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

3.4.1-6 Additional Bond Security (April 1996)

If any surety furnishing a bond in connection with this contract becomes unacceptable to the Federal Aviation Administration or fails to furnish reports on its financial condition as requested by the Contracting Officer, or if the contract price increases to the point where the security furnished becomes inadequate in the Contracting Officer's opinion, the contractor must promptly furnish additional security as required to protect the interests of the Federal Aviation Administration and of persons supplying labor or materials in performance of this contract.

3.5-13/ALT2 Rights In Data--General Alternate II (October 1996)

Insert the following in paragraph (g).

(g)(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the task/delivery of limited rights data, or the Contracting Officer may require by written request the task/delivery of limited rights data that has been withheld or would otherwise be withholdable. If task/delivery of such data is so required, the Contractor may affix the following Limited Rights Notice to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use
and disclosure: _____ [Agencies may list additional purposes or if none, so state]

(b) This Notice may be marked on any reproduction of these data, in whole or in part.

3.6.2-19 Withholding--Labor Violations (April 1996)

The Contracting Officer may withhold, or cause to be withheld, from the Contractor under this contract, or any other Federal contract with the same Prime Contractor, as much of the otherwise due payments, advances, or guarantee of funds, as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages and fringe benefits required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed, or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased

3.6.2-20 Payrolls and Basic Records (June 1999)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under paragraph (d) of the clause entitled "Davis-Bacon Act" that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) Submission of Payroll Records. The Contractor shall submit a copy of all payrolls to the Contracting Officer weekly for each week in which any contract work is performed. The payrolls submitted shall set out the information required under paragraph (a) of this clause accurately and completely. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the above certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may,

after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

3.6.2-21 Apprentices, Trainees, and Helpers (April 1996)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the rate permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as; a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the DOL determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Helpers. Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedures set forth in paragraph (b) of the Davis Bacon Act clause. The allowable ratio of helpers to journeymen employed by the Contractor or subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words, not more than 40% of the total number of journeymen and helpers in each contractor's, or in each subcontractor's own workforce employed on the job site). Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 CFR 5.2(n)(4), shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually

performed. In addition, any helper performing work on The job site in excess of the ratio permitted shall be paid not less than the applicable journeymen's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

(d) Equal employment opportunity. The utilization of apprentices, trainees, helpers and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246 and 29 CFR Part 30.

3.6.2-24 Affirmative Action Compliance Requirements For Construction (November 1997)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 10.2

Goals for female participation: 6.9

[Contracting Officer insert goals]

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other on-site supervision, personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor,

or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

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

Employee class	Monetary Wage-Fringe Benefits
23470 Laborer	_____
29086 Engineering Technician	_____
47100 Electrician	_____

(End of clause)

3.6.3-12 Asbestos-Free Construction (August 1998)

In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement, within 60 days of Order/Task, indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification. The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

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 provision)

3.8.2-17 Key Personnel and Facilities (July 1996)

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

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

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

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

List key personnel and/or facilities
(End of clause)

3.8.2-21 Key Badge Requirements (August 1998)

The FAA may issue keys and badges to contractor personnel that require regular access to designated FAA work areas to perform contract work. The contractor shall assure that its personnel do not duplicate keys or use the keys and badges for other than the intended purpose which would be a violation of security procedures. Upon (1) contract completion, (2) contract termination, or (3) discontinuation of individual contractor personnel under the contract, the contractor shall immediately return the FAA badges and keys. The contractor shall return these items to Contracting Officer. In the event the contractor fails to return all keys and badges, the FAA may withhold [CO to insert amount] for each badge or key not returned. If the contractor does not return the badges or keys within 30 days from the date the withholding action was initiated, the contractor shall forfeit the withheld amount.

3.9.1-1 Contract Disputes (August 1999)

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

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

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

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

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,
Telephone: (202) 267-3290, Facsimile: (202) 267-3720; or

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

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

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

3.9.1-2 Protest After Award (August 1997)

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

(1) Cancel the stop-work order; or

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

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

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

3.10.1-23 Contracting Officer's Representative--Construction Contracts (July 1996)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTR's). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within five (5) calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated task/delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field modification authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)

(a) This clause does not apply to firm-fixed-price contracts and fixed-price contracts with economic price adjustment. However, it does apply to subcontracts resulting from unpriced modifications to such contracts.

(b) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have an approved purchasing system and if the subcontract:

(1) Is proposed to exceed \$100,000; or

(2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$100,000.

(c) The advance notification required by paragraph (b) above shall include-

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontract to be used;

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;

(4) The proposed subcontract price and the Contractor's cost or price analysis;

(5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;

(6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and

(7) A negotiation memorandum reflecting-

(i) The principal elements of the subcontract price negotiations;

(ii) The most significant considerations controlling establishment of initial or revised prices;

(iii) The reason cost or pricing data were or were not required;

(iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;

(vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(vii) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(d) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:

- (1) of the acceptability of any subcontract terms or conditions,
- (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or
- (3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(h) The Government reserves the right to review the Contractor's purchasing system.

3.13-7 Qualifications of Employees (July 2000)

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to 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.

PART III - SECTION J LIST OF ATTACHMENTS

Attachment	Title	Date	No. of Pages
J.1	Statement of Work (SOW)	2/9/03	23
J.2	Equipment Specification	6/10/02	11
J.2a	MMBPS Switch/Configuration Diagram	8/8/02	2
J.3	Contract Data Requirements Line Item (CDRL) Cover Sheet:	2/9/03	1
	M001	8/8/02	1
	M002	8/8/02	1
	M003	8/8/02	1
	Q001	8/8/02	1
	Q002	8/8/02	1
	Q003	8/8/02	1
	E001	8/8/02	1
	E002	8/8/02	1
	E003	8/8/02	1
	E004	8/8/02	1
	L001	6/18/01	1
	L002	6/18/01	1
	L003	8/8/02	1

	L004	6/18/01	1
	L005	6/18/01	1
	T001	8/8/02	1
	T002 (Reserved)	N/A	N/A
	T003	8/8/02	1
	T004	8/8/02	1
	T005	8/8/02	1
	T006	8/8/02	1
	T007	8/8/02	1
	T008	8/8/02	1
	T009	8/8/02	1
	T010	8/8/02	1
	T011	8/8/02	1
	T012	8/8/02	1
	T013	8/8/02	1
	T014	8/8/02	1
	T015	8/8/02	1
J.4	Data Item Descriptions (DIDs) CDRLs:		
	List of DIDs (Cover Sheet)	8/31/01	1
	M001	10/18/00	1
	M002	6/18/01	1
	M003	6/18/01	1
	Q001	10/18/00	1
	Q002	6/18/01	1
	Q003	10/18/00	1
	E001	10/18/00	1
	E002	10/18/00	1
	E003	6/18/01	2
	E004	10/18/00	1
	L001	6/21/00	3
	L002	6/21/00	1
	L003	8/31/01	2
	L004	6/21/00	3
	L005	6/21/00	2
	Training DID text found in in FAA-STD-028C.		
J.5	Construction Specification—Division 1 Template	2/03/00	61
J.6	Contractor Acceptance Inspection Report Cover Sheet	2/03/00	9
J.7	Standard Operating Procedure (SOP) for FAA Field Site Requests for Spare Parts Resupply and/or Technical/Engineering Support	10/17/00	5
J8	Business Declaration Form (This document will be removed from the resultant award, however will become part of the official contract file)	1/1/01	1

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

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this solicitation (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications, **WITH THE EXCEPTION OF THE FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM (AMS) BUSINESS DECLARATION**, which is specifically required to be completed, signed and submitted.

K.1 CERTIFICATION OF CONFORMANCE—SUPPLIES OR SERVICES

The offeror represents that the supplies or services will be of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and will be in the quantity shown by the respective order.

**K.2 SCREENING INFORMATION REQUEST DOCUMENT
CERTIFICATION (MAR 1999)**

CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.3 NOTICE OF EMPLOYMENT OF FORMER UNITED
STATES GOVERNMENT EMPLOYEES (TO BE PROVIDED
WITH YOUR OFFER) (SERVICE CONTRACTS) (JAN 2000)**

CLA.0124

(a) This clause implements the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226. The following requirements apply to any contracts, subcontracts, task orders, or other arrangements for service contracts entered into after the effective date of the resultant contract, and immediately upon knowledge of any such arrangements for a period of 5 years after the employee's date of separation from Government service pursuant to Public Law 103-226. You are reminded that in accordance with the buyout legislation, the buyout employee performing on personal service contracts for the United States Government is required to repay the buyout incentive unless the Head of the Agency of former employment obtains a waiver from the Director of the Office of Personnel Management.

- (b) The Offeror shall either:
(1) Certify as follows:

_____ This company has not hired and does not intend to hire any former United States Government employee(s), who took the buyout, on the contract resulting from this proposal.

Or

(2) Submit a certification, signed and dated by an authorized company representative, for each employee proposed to perform services under the contract or any subcontract, if the proposed employee is a

former United States Government employee who received buyout incentive payment. The certification shall include:

- (i) Employee's full name and date of separation from Government service.
- (ii) Name and location of former Government agency of employment.
- (iii) Proposed job title, work location, and a detailed description of work to be performed by the former employee under the contract.

(3) The above certifications are required, unless the offeror:

- (i) Furnishes evidence of: a) repayment of the separation incentive, b) a court approved settlement, or c) a waiver of repayment granted under the authority of the statute(s).
- (ii) Furnishes evidence of a waiver from the Director of the Office of Personnel Management allowing the buyout employee to perform personal services under a government contract; or
- (iii) Furnish evidence that 5 years have lapsed since the proposed buyout employee's date of separation from the government.

K.4 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

(a) The North American Industry Classification System (NAICS) code for this acquisition is 335999.

(b) The small business size standard is The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

3.2.2.3-10 Type of Business Organization (April 1996)

The offeror, by checking the applicable box, represents that--

(a) It operates as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in

(country)

(End of Provision)

3.2.2.3-15 Authorized Negotiators (April 1996)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this submittal:

[list names, titles, and telephone numbers of the authorized negotiators].

(End of Provision)

3.2.2.3-22 Period for Acceptance of Offer (April 1996)

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

3.2.2.3-23 Place of Performance (April 1996)

(a) The offeror, in the performance of any contract resulting from this Screening Information Request (SIR), intends, does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror as indicated in this submittal.

(b) If the offeror checks 'intends' in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street, Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror
_____	_____
_____	_____
_____	_____

(End of Provision)

3.2.2.3-70 Taxpayer Identification (August 1998)

(a) Definitions.

(1) "Common parent," as used herein, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) "Corporate status," as used herein, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used herein, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). The FAA will use this information for the purpose of collecting and reporting on any delinquent amounts arising out of the respondent's relation with the Federal Government. This is pursuant to Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

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

Other State basis. _____.

(d) Corporate Status.

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

Other corporate entity

Not a corporate entity

Sole proprietorship

Partnership

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

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

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

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

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

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

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

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

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge

and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)

The offeror represents as a part of this offer that the offeror is or is not a regular dealer in, or is or is not a manufacturer of, the supplies offered. (End of Provision)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)

The offeror represents that--(a) It has, has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It has, has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (End of Provision)

3.6.2-8 Affirmative Action Compliance (April 1996)

The offeror represents that (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (End of Provision)

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)

Notice: The following clauses pertinent to this section are hereby incorporated by reference.

3.2.5-2	Independent Price Determination (October 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
3.6.2-5	Certification of Nonsegregated Facilities (April 1996)
3.6.3-1	Clean Air and Water Certification (April 1999)

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

L.1.0 General Instructions

(a) This section of the Screening Information Request (SIR) provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the SIR and must be submitted in accordance with these instructions. The offer shall be compliant with the requirements as stated in the UPS Equipment Specification (UES), Statement of Work (SOW), and the Contract. Non-conformance with the instructions provided in the SIR may result in an unfavorable proposal evaluation.

(b) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in the offeror's proposal.

(c) Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired.

(d) The proposal acceptance period is specified in Section A of the contract/solicitation. The offeror shall make a clear statement in Section A of the proposal documentation volume that the proposal is valid until this date.

(e) The Government will retain one copy of all unsuccessful proposals. Unless the offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

1.1 General Information

1.1.1 Point of Contact

The Contracting Officer (CO) is the sole point of contact for this acquisition. Any questions or concerns you may have should be addressed to Mark Melendez (405) 954-8071; AMQ-210, P.O Box 25082, Oklahoma City, OK . 73125. Address any questions or concerns you may have to the CO. Written requests for clarifications, comments or questions may be sent to the CO at this address, or via e-mail to the following: mark.melendez@faa.gov .

1.1.2 Pre-Proposal Conference

All prospective bidders are invited to a pre-proposal conference in Washington DC on xx/xx/03 from 0000 to 0000. Any questions dealing with this contract will be answered during the conference.

1.1.3 Debriefings

All offerors who are eliminated from the competition based on any screening decision will be provided the basis for their elimination within 5 working days after the screening decision. Offeror debriefings will only be available after contract award notification and must be requested within 3 days from receipt of said notification.

1.1.4 Discrepancies

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale. The offeror is

reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

1.1.5 Reference Library

Since the Uninterruptible Power Supplies (UPSs) and ancillary equipment being provided are primarily commercial, a reference library will not be provided.

1.1.6 Oral Presentations

Oral presentations will not be allowed.

1.1.7 Competitive Range

The Contracting Officer may determine that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted. The Contracting officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. Offerors remaining in the competitive range will be subject to a pre-award corporate site survey as described in Section M, paragraph 2.6.2.

1.1.8 Adequate Responses

Cursory responses or responses which merely reiterate or reformulate the SOW and/or UES will not be considered as being responsive to the requirements of the solicitation. Assurance of experience, capability, and qualifications that clearly demonstrate and support the offeror's claim are essential. The absence of such evidence will adversely influence the evaluation of the proposal.

1.2 Organizational/Distribution/Number of Copies/Page Limits

The offeror shall prepare the proposal as set forth in Table 1 below. The titles and contents of the volumes shall be as defined in Table 1 of this document, all of which shall be within the required page limits and with the number of copies as specified in the table. The attachments identified in the table should be separately bound in three-ring, loose-leaf binders. The contents of each proposal volume are described in the ICNTO paragraph as noted in the table below.

Table 1. Organization of Proposal

Volume	ICNTO Paragraph Number	Title	Page Limit	Number of Electronic Copies	Number of Paper Copies
I	2.0	Executive Summary	2	2	7
II	3.0	Operational capability	65	2	7
III	4.0	Cost/Price Proposal	*	2	7
IV	5.0	Contract Documentation	**	2	7
V	6.0	UPS Equipment Performance	20 ***	2	7
VI	7.0	Relevant Past and Present Performance	Three projects with 4 page limit per project contract	2	7
VII	Various	Preprinted material, catalogs, licenses, etc.	N/A	None	7

* Fill in the Section B CLIN sheets and Attachment 2, BEA cost evaluation.

** Include all portions of the contract Sections B-K, insert information in blank spaces.

*** Include equipment test plan in this page count.

1.2.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the excess pages beyond the page limit listed in table 1, above, will be removed from the proposal (for paper copies) and discarded. The excess pages will not be considered in the proposal evaluation. When both sides of a sheet display printed material, it shall be counted as 2 pages. Each page shall be counted except cover pages, table of contents, list of tables or drawings, tabs, and glossaries. Page limitations shall be placed on responses to Information Requests (IR). The specified page limit for IR responses will be identified in the letters forwarding the IR to the offerors.

1.2.2 Cost or Pricing Information

All cost or pricing information shall be addressed only in the Cost/Price Proposal and Section B CLIN and Best Estimated Amount (BEA). All dollar amounts provided in response to these instructions shall be rounded to the nearest whole dollar.

1.2.3 Cross-Referencing

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal.

1.2.4 Indexing

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume.

1.2.5 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

1.3 Page Size and Format:

1.3.1 Volumes I through VI.

(a) Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced typed with single line, spacing. Except for the reproduced sections of the solicitation document, the font size shall be no less than 11 point and font type shall be Arial. Use at least 1 inch margins on the top and bottom and 1 inch side margins. Pages shall be numbered sequentially by volume. These limitations shall apply to both electronic and hard copy proposals.

(b) Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the volume and counted as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; not for pages of text. For tables, charts, graphs and figures, the font shall be no smaller than 10 point. These limitations shall apply to both electronic and hard copy proposals.

1.3.2 Volume VII.

These are existing printed materials the vendor should have as a normal course of business. The printed material could be in different formats and paper sizes. Considering the material requested, this Volume may contain several volumes or binders of material.

1.4 Binding and Labeling

Volume II of the proposal shall be separately bound in a three-ring loose leaf binder which shall permit the volume to lie flat when open. Volumes I, III, IV, V, and VI of the proposal shall be bound in a single three-ring leaf binder which shall permit the pages to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data shall be placed on the spine of each binder. Be sure to apply markings on document pages indicating these documents contain restricted information and are not to be disclosed to the public. Volume VII submittals are standard vendor COTS publications, therefore those bindings are vendor specific and may contain several volumes or binders of printed material.

1.5 Electronic Proposals

For electronic copies, indicate on each CD-ROM the volume number and title. Use separate files to permit rapid location of all portions, including exhibits, annexes, and attachments, if any. If the proposal is being submitted electronically, the offeror shall submit volumes I through VI in electronic format, using IBM-compatible, virus-free CD-ROMs. Each volume shall be in a separate directory. File compression is not allowed. The electronic copies of the proposal shall be submitted in a format readable by Microsoft (MS) Word 97, MS Excel 97, MS-Project 97, and MS-Power Point 97, as applicable.

1.6 Distribution

The "original" proposal shall be identified. Proposals shall be addressed to the Contracting Officer and mailed to:

FAA Customer Service Desk (AMQ-140)
Room 321, Multi-Purpose Building
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4933

L.2 Volume I – Executive Summary

2.1 Narrative Summary

A concise, narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding cost/price. The salient features should tie in with Section M evaluation factors /subfactors. Any material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal.

2.2 Table of Contents

Include a master table of contents of the entire proposal.

L.3 Volume II – Operational Capability Proposal

3.1 General

The Operational Capability Volume should be specific and complete. Legibility, clarity and coherence are very important. Your responses will be evaluated against the Operational capability subfactors defined in Section M, Evaluation Factors for Award. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying these subfactors. All the requirements specified in the solicitation are mandatory. By your proposal submission you are representing that your firm will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in the proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

3.2 Format and Specification Content

3.2.1 Operational capability and Proposal Risk

Operational capability and Proposal Risk shall be addressed in the Operational capability volume. In this volume, address your proposed approach to meeting the requirements of each Operational capability subfactor, as well as the risks in your proposed approach in terms of operational capability/performance, cost, and/or schedule.

Describe your approach for meeting the full range of contract requirements set forth in the UPS Equipment Specification (UES) and the SOW. Indicate which areas will be performed in-house and which areas will be contracted out.

Address Proposal Risk by identifying those aspects of the proposal you consider involving cost and/or operational capability subfactor risk. Provide the rationale for each risk, including quantities estimated of the impact on cost, schedule and performance. Describe the impact of each identified risk in terms of its potential to interfere with or prevent the successful accomplishment of other contract requirements (for example: SOW or UEP), whether or not those requirements are identified as subfactors or elements. Suggest a realistic "work-around" or risk mitigation for identified risks that will eliminate or reduce risk to an acceptable level. Identify and classify any new risks introduced by such risk mitigation.

3.2.2 Volume II Organization

The Operational capability volume shall be organized according to the following general outline:

- (1) Table of Contents
- (2) List of Tables and Drawings
- (3) Glossary of Key Words and Acronyms
- (4) Subfactors One
- (5) Subfactor Two (etc)

3.2.3 Subfactor Proposal Preparation Instructions

3.2.3.1 Subfactor 1 Management Capability

3.2.3.1.1 Demonstrate your ability to understand and meet the solicitation requirements, as well as the ability to effectively manage and adequately staff the program. Describe your manpower organization and utilization approach, which will assure that sufficient resources and skill mix are available to meet all aspects of the solicitation. Demonstrate your ability to expand manpower and production capacity to support surges and required or accelerated delivery/installations schedules.

3.2.3.1.2 Demonstrate a fully integrated organizational approach with clear lines of authority, and one that reduces fragmentation and allows for cross feed of project management information regarding all aspects of the solicitation, to include: equipment delivery, installation activities, subcontractor scheduling, preventative maintenance actions, emergency support, warranty expiration, training, and delivery of required data. Describe your approach to effectively lead, manage, control, and provide fully coordinated oversight of all aspects of the requirement. Describe your approach to efficiently and effectively interface and communicate with the Government. Describe your approach for streamlining processes and reducing administrative lead time.

3.2.3.1.3 Demonstrate the vendor has an integrated approach to notifying equipment users of changes to equipment hardware, firmware, and software. Describe means the vendor would use to distribute the

information and implement the manual changes and software changes. Indicate the corporate configuration control methodology. Do not just claim compliance with ISO standards, actually describe how the configuration control is successfully implemented.

3.2.3.1.4 Demonstrate how your quality assurance program is fully integrated with manufacturing, logistics, and engineering/installation components of your organization. Do not just claim compliance with ISO standards, actually describe how the quality assurance program is successfully implemented.

3.2.3.1.5 Web Based Information System. Describe how the vendor utilizes a World Wide Web address, which is password protected, to disseminate information on equipment order status. Demonstrate how the vendor will furnish soft copies of installation schedules, site drawings; equipment technical cut sheets, and equipment pricing sheets for hosting on the FAA's intranet.

3.2.3.2 Subfactor 2 Manufacturing Capability

3.2.3.2.1 Provide size and dimensions of each proposed UPS model. Provide any additional proposed UPS configuration options and features beyond those identified in UPS Equipment Specification and explain the benefits of the additional options and features.

3.2.3.2.2 Demonstrate a sound approach for facilitating and incorporating new technology insertions.

3.2.3.2.3 Demonstrate ability to meet delivery schedules and improve /expedite deliveries to meet urgent requirements.

3.2.3.2.4 Demonstrate compliance with Clause 3.6.4-5 Buy American – Steel and Manufactured Products, of Section I to this contract. Submit origin of equipment in Section B CLINs 0001 through 0008, 0011 and 0012.

3.2.3.3 Subfactor 3 Logistics Support Capability

3.2.3.3.1 Demonstrate ability to provide an integrated logistics system as specified in the SOW Section 3.6. In the narrative address the ability to provide spare parts, training and 24/7 phone technical support, and on-site technical support services. Address maintainability and ease of maintenance that is inherent in proposed equipment and system design such as accessibility of most frequently replaced parts. The narrative is part of the Operational Capability volume. All other preprinted material, such as, ISP plan, software licenses, training material, repair parts logistics support plan, Maintenance manual and Operation manual are part of the Volume VII of the proposal.

3.2.3.3.1.1 Software. In the narrative provide identification of software, including third party applications or operating systems if required, and any data rights agreements that might restrict Government rights. Also include a description of the vendor policy approach to the management of software changes and distribution of those changes that have an effect on deployed UPS equipment. See SOW Section 3.4.1.

3.2.3.3.1.2 Maintenance. Provide a narrative description of current commercial maintenance materials and address how commercial maintenance materials are developed, managed, and implemented into the field for use by non-factory personnel. Also include a description of the vendors approach to the control of technical changes in maintenance documentation and policy when design/changes are made to the unit which have an impact on field and shop maintenance, see SOW Section 3.6.5. The organization, content, and level of detail of the manual shall be such that UPS problems and issues concerning interfaces with external systems and devices, can be diagnosed and corrected by trained maintenance personnel using

these maintenance manuals as a reference. 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 one of the Lowest Replaceable units (LRU).

3.2.3.3.1.3 Integrated Logistics Support Plan. Provide copies of your existing ILSP, see Section 3.6.1.1 for the Governments ILSP requirements. If the vendor does not have an established ILSP then in the narrative describe how the requirements of Section 3.6 are to be satisfied.

a) Repair Parts Logistics Support Plan (RPLSP). If not included in the existing ILSP, provide proposed Repair Parts Logistics Support Plan. This plan shall demonstrate the vendor's methodology for tracking repair parts as well as all parts and/or assemblies considered of such value as to warrant an exchange for turn-in value when their replacement is required. If the repair part is an expendable item and no repairs are made but instead the whole item is replaced then indicate the methodology for replacement. The RPLSP should include a description of the means used to respond to parts requests within the contiguous United States, Alaska, Hawaii, Guam and Puerto Rico. Demonstrate ability to respond to parts orders on an immediate availability basis, including potential of "overnight" delivery and 1-800 telephone parts ordering system or FAX ordering. Demonstrate ability to support sites within the time constraints specified in SOW Section 3.6.3.7.

b) Contractor Depot Logistics Support (CDLS). Demonstrate capability and ability to support in-plant and on-site preventive and emergency maintenance in support of warranty and out of warranty UPS equipment within the contiguous United States, Alaska, Hawaii, Guam, and Puerto Rico. Demonstrate ability to support sites within the time constraints specified in the SOW Section 3.6.3.8. Demonstrate ability to support with fully trained and experienced personnel. Show ability to provide secured warehouse space for exclusive use by the FAA.

c) Demonstrate ability to collect data on parts and/or equipment failures and provide meaningful feed-back to the customer on expected or trends in parts failure rates. Also, ability to correct high failure rate equipment components by providing feedback to the manufacturing source.

3.2.3.3.1.4 Training. In the narrative describe how the vendor's current factory training program is developed, managed, and implemented into an effective training program. The narrative should include a description of the vendor's approach to the training required for technical personnel in support fielded UPSs. The narrative shall also describe the vendor's factory training facilities, see SOW Section 3.7. Provide copies of vendor's commercial training materials data, covering each configuration, for review. This training shall include formal classroom activities as well as technical documentation for use by the Government for incorporation into existing Government training programs. This training documentation shall include in-depth theory of operation, troubleshooting and adjustment of all subsystems of the items listed in Section B.

3.2.3.3.1.5 Packaging, Handling, Shipping & Transportation (PHS&T). Provide the vendor's existing packaging documentation/drawings for shipment of UPSs units to non-contiguous United States FAA sites, such as, Alaska, Hawaii, Guam, and Puerto Rico. The vendor's commercial overseas PHS&T documents shall be made a part of this requirement at time of contract award.

3.2.3.4 Subfactor 4 Engineering Capability

3.2.3.4.1 Demonstrate ability to provide engineering services required to perform site surveys, and design documents in support of replacing or installing FAA facility power systems, as described in the SOW, within the contiguous United States, Alaska, Hawaii, Guam, and Puerto Rico. Demonstrate ability to support with fully trained and experienced personnel.

3.2.3.4.2 Demonstrate ability to act as systems integrator, based upon experience, vendor agreements in place, engineering support available, etc. Ability to engineer the replacement or design new installations of a variety of power equipment and equipment associated and necessary for the power equipment operation.

3.2.3.4.3 Demonstrate ability to integrate site survey, engineering equipment delivery, and installation schedules to successfully accomplish the yearly work plans. Also, ability to manage emergency power system replacements without adverse effect on planned engineering schedule.

3.2.3.5 Subfactor 5 Installation Capability

3.2.3.5.1 Demonstrate capability and ability to support installations and within the continental United States, Alaska, Hawaii, Guam, and Puerto Rico. Demonstrate ability to support with fully trained and experienced personnel.

3.2.3.5.2 Demonstrate ability to act as system integrator, based upon experience, vendor agreements in place, engineering support available, etc. Provide equipment and/or installation strategies and, options for reducing outage times such as those associated with cut-over.

3.2.3.5.3 Demonstrate ability to meet delivery schedules and improve /expedite deliveries to meet planned projects and urgent requirements, such as critical power restoration. Explain your procedure, including resource requirements, to mobilize equipment and installation crews to respond within 24 hours, 48 hours and 8 days, to replace UPS equipment.

L.4 Volume III – Cost/Price Volume

4.1 General Instructions

4.1.1 Price Reasonableness

These instructions are to assist you in submitting information other than cost or pricing data that is required to evaluate the reasonableness of the price. Compliance with these instructions is mandatory and failure to comply may result in rejection of your proposal. Note that unrealistically low or high proposed prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the vendor does not understand the requirement or has made an unrealistic proposal.

4.1.2 Items that will not be part of the Best Estimate Amount (BEA) Total Evaluated Price.

Evaluated Price is all CLINs in Section B and the sum of all eligible CLINs included in Government's Best Estimate Amounts Evaluation work sheet, Attachment 1 to Section L. Most Probable Cost for CLIN 0023 – 0024 (Travel and Per Diem), used for evaluation purposes only. CLINs that will not be part of the BEA Total Evaluated Price are listed below:

CLINs 0001, 0002A-C, 0003A-E, 0003I, 0003K-L, 0004A-C, 0004I, 0004K-L, 0005A-C, 0006A-E, 0006I, 0006K-L, 0012, 0013, 0016, 0017B, 0018C, 0021, 0023, 0024, 0026, 0028A-B, 0029B-D, 0032, 0033, 0034

The UPS Equipment Specification (UES) of the solicitation identifies the required standard UPS configuration options. The vendor may propose additional options that are commercially available; however, only the options listed in the UES will be used for price evaluation purposes. Benefits of additional technical capability in excess of the Government's required options will be evaluated for "best value" purposes under the Supportability Subfactor of the Operational capability factor,.

4.1.3 Non-Required Data

Data beyond that required by this instruction shall not be submitted, unless you consider it essential to document or support your cost/price position. All information relating to the proposed price including all

required supporting documentation must be included in the section of the proposal designated as the Cost/Price volume. Under no circumstances shall this information and documentation be included elsewhere in the proposal.

4.1.5 Rounding

All dollar amounts shall be rounded to the nearest dollar. Material burden factors will be shown as percentages carried out two decimal places (%0.00).

4.2 Instructions for Cost Proposal Volume

The Cost Proposal volume is composed of Schedule B CLIN prices and Best Estimated Amount (BEA) sheet in Attachment 2 of Section L. Provide narrative for essay questions below.

4.2.1 UPS Unit Prices. These unit prices include a working UPS unit with monitor and control software, dual input feed to the UPS, any additional transformers other than standard UPS transformers, one set of operation and maintenance manuals and shipping FOB within the 48 contiguous United States.

4.2.2 Design/Installation overhead, profit and subcontractor mark-up rates.

Provide a summary description of your standard estimating system or methods. The summary description shall cover separately each major cost element (e.g., Direct Material, Engineering Labor, Manufacturing Labor, Indirect Costs, Other Direct Costs, Overhead, etc.). Also, identify any deviations from your standard estimating procedures in preparing this proposal volume. Indicate whether you have Government approval of your system and if so, provide evidence of such approval.

4.2.3 Purchasing System

Provide a summary description of your purchasing system or methods (e.g., how material requirements are determined, how sources are selected, when firm quotes are obtained, what provision is made to ensure quantity and other discounts). Also, identify any deviations from your standard procedures in preparing this proposal. Indicate whether you have Government approval of your system and if so, provide evidence of such approval.

4.2.4 Accounting System

Indicate whether you have Government approval of your accounting system and if so, provide evidence of such approval. Also, identify any deviations from your standard procedures in preparing this proposal.

L.5 Volume IV – Contract Documentation.

5.1 Proposal Contract

The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The offeror's proposal shall include a signed copy of the Proposal Contract, and Sections A through K. This includes:

5.1.1 Section A – Solicitation/Contract Form

Completion of blocks 11 and 13 and signature and date for block 27 of the SF 1447. Signature by the offeror on the SF 1447 constitutes an offer which the Government may accept. The "original" copy should be clearly marked under separate cover and should be provided without any punched holes.

5.1.2 Section B – Supplies or Services and Cost/Prices

Complete pricing information in Section B.

5.1.3 Section C – Descriptions, Standards and Drawings

Complete clause fill-ins as applicable.

5.1.4 Section D – Packaging and Marking
Complete clause fill-ins as applicable.

5.1.5 Section E – Inspection and Acceptance
Complete clause fill-ins as applicable.

5.1.6 Section F – Deliveries or Performance
Complete clause fill-ins as applicable.

5.1.7 Section G – Contract Administration
Complete clause fill-ins as applicable.

5.1.8 Section H – Special Contract Requirements
Complete clause fill-ins as applicable.

5.1.9 Section I – Contract Clauses
Complete clause fill-ins as applicable.

5.1.10 Section J – List of Attachments
See Part Part III Section J of the solicitation.

5.1.11 Section K – Representations, Certifications, and Other Statements of Offerors
Complete clause fill-ins as applicable.

5.2 Exceptions to Terms and Conditions

Exceptions taken to terms and conditions of the contract, to any of its formal attachments, or to other parts of the solicitation shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of Table 5.2. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

Table 5.2 – SOLICITATION EXCEPTIONS

Solicitation Document	Paragraph/Page	Requirement/ Portion	Rational
<i>SOW, UPS Equipment Specification (UES), SIR, Contract</i>	<i>Applicable Page and paragraph Numbers</i>	<i>Identify the requirement or portion to which exception is taken.</i>	<i>Justify why the requirement will not be met.</i>

5.3 Other Information Required

5.3.1 Authorized Offeror Personnel

Provide the name, title and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

5.3.2 Government Offices

Provide the mailing address, telephone, and fax numbers and facility codes for the Contracting Officer.

5.3.3 Company/Division Address, Identifying Codes, and Applicable Designations

Provide company/division's street address, county and facility code; and size of business (large or small) . This same information must be provided if the work for this contract will be performed at any other location(s) (does not apply to locations where power equipment installations are performed). List all locations where work is to be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

L.6 Volume V - UPS Equipment

6.1 General. Demonstrate ability of your equipment to meet or exceed requirements found in the UPS Equipment Specification (UES), found in Section J, Attachment J.2. This is the narrative of Volume V. Provide list of accessories, hardware and software other than the basic UPS unit equipment, that are needed, and included in CLINs 0002 and 0003, to complete an operational UPS unit. Accessories items required for operable UPSs vary with each vendor, therefore the UPS unit CLIN pricing should include these items and FOB shipping within the contiguous United States.

6.1.1 UPS Module. Provide information on: physical attributes; physical and software interface requirements; and operator graphical user interface.

6.1.2 UPS Batteries. Provide information on the UPS battery cabinet/rack, batteries used, warranty information, and battery monitor.

6.1.3 UPS operational Performance. Provide information to confirm compliance with operating parameters specified in the UES.

6.1.4 UPS Test Plan: Provide test plan on implementing the UPS equipment testing in Attachment 1 to Section M.

6.2 UPS equipment and accessories. Provide complete set of vendor's commercial catalog(s) for each hardware package identified for testing in Attachment 1 to this Section M. Vendors shall also provide commercial catalog(s), title/description/issue date, and page numbers for all parts applicable to support the UPS hardware sets identified in Attachment 1 of Section M. This information is packaged under Volume VII.

L.7 Volume VI – Relevant Past and Present Performance

7.1 General

Each offeror shall submit a past and present performance volume with its proposal, containing past performance information, on three installation projects, in accordance with the format contained in Attachment 2. This information is required on the offeror, critical first tier subcontractors, teaming partners, and joint venture partners. Offerors are cautioned that the Government will use data provided by each offeror in this volume and data obtained from other sources in the evaluation of past and present performance. Valuable information can be obtained from seemingly unrelated prior contracts regarding technical capability, management responsiveness, proactive process improvements, ability to handle complex technical or management requirements, etc.

The offeror shall submit, along with the information required in this paragraph, a Consent Letter, executed by each critical first tier subcontractor, teaming partner, and joint venture partner, authorizing release of adverse past performance information to the offeror so the offeror can respond to such information. For each identified effort for a commercial customer, offeror shall also submit a Client Authorization Letter, authorizing release to the Government of requested information on the offeror's performance.

Experience is required in all aspects of servicing, engineering, installation, start-up, integration, training, testing, and preventive and emergency maintenance support. Provide information, which illustrates the offeror's ability to act as a total system integrator. Demonstrate an understanding of the total requirement by providing information on performance of the following task complexity.

- a. Site Surveys
- b. Engineering Designs
 - 1) Single UPS replacement or new installation.
 - 2) Parallel UPS design using a solid state static automatic transfer switch.
 - 3) Isolated redundant UPS design.
 - 4) Completed power system from critical panels, UPS, essential panels, Engine Generator, fuel tank, shelters or shelter modifications, and ancillary equipment such as HVAC, and equipment disposal concerns.
- c. Installation. From pre-construction meetings to Contractor Acceptance Inspection (CAI) and As-built drawings.

7.2 Proposal Information

Each offeror is requested to submit the information shown in Attachment 2 and corresponding Attachment 3 for three relevant contracts 15 calendar days prior to the date set for receipt of Volumes I through V. Failure to submit early proposal information shall not be subject to late proposal and shall not result in offeror disqualification.

7.2.1 Relevant Contracts

Include rationale supporting your assertion of relevance. For a description of the characteristics or aspects the Government will consider in determining relevance, see Section M, Evaluation Factors for Award, paragraph 2.7, Relevant Past Performance Factor. It is important that offerors specifically describe the work their subcontractors, teaming partners, and joint venture partners will perform so the Government can conduct a meaningful performance confidence assessment on the prime contractor, critical first tier subcontractors, teaming partners, and joint venture partners. A relevant contract does not have to contain all subfactors (e.g., an offeror may submit information on a contract that is only relevant to one subfactor or one aspect of a subfactor). Offerors that are newly formed entities without prior contracts or that do not possess relevant corporate past performance should submit information sheets for Three (3) of their most recent contracts, demonstrating their past and present performances for each of their key personnel.

The Government generally will not consider performance on a newly awarded contract without a performance history or on an effort concluded more than three years prior to this source selection: however, the Government reserves the right to review contract agreements which are older than three years.

7.2.2 Specific Content

Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. This may include a discussion of efforts accomplished by the offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Merely having problems does not automatically equate to a little or no confidence rating, since the problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror is required to clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may allow the offeror to be considered a higher

confidence candidate. For example, submittal of quality performance indicators or other management indicators that clearly support that an offeror has overcome past problems is required. Categorize the relevant information into the specific Operational capability subfactors used to evaluate the proposal.

7.3 Organizational Structure Change History

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation/performance confidence assessment. Since the Government intends to consider present and past performance, information provided by other sources, as well as that provided by the offeror(s), your "roadmap" should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

7.4 Page Limitation

See Section L, Paragraph 1.2.

SECTION L CONTRACT CLAUSES

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1999)

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

3.2.2.3-1	False Statements in Offers (April 1996)
3.2.2.3-4	Unnecessarily Elaborate Submittals (April 1996)
3.2.2.3-12	Amendments to Screening Information Requests (April 1996)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (October 1996)
3.2.2.3-16	Restriction on Disclosure and Use of Data
3.2.2.3-17	Preparation of Offers ((October 1996)
3.2.2.3-18	Explanation to Prospective Offerors (April 1996)
3.2.2.3-19	Contract Award (April 1996)
3.2.2.3-29	Integrity of Unit Prices (date)
3.2.2.3-72	Announcement of Competing Offerors (August 1998)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.13-4	Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 1997)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of a Indefinite Delivery/Requirements type contract resulting from this Screening Information Request. The contract will include Firm Fixed Price, Time & Material (T&M), and

Cost Reimbursable Contract Line items (CLINS). It will be for one base year, plus 4 option years to be exercised at the discretion of the Government.

3.9.1-3 Protest (August 1999)

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

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

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

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

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

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

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

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

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

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

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

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,
800 Independence Avenue, S.W., Room 323
Washington, DC 20591,

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

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

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

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

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

M.1 Evaluation and Award:

1.0 General :

. The Screening Information Request (SIR) For Offer Proposal Evaluations shall be a three-step process* with the Government requiring and accomplishing "Qualification" testing of the offeror's products (begins at M2.6.2.1, also see Attachment 1, UPS Equipment Performance Test). Award shall be a pass/fail evaluation of the offeror's equipment (performance capabilities), , weight ranking of their factors, and sub-factors (see section 2.1 for detailed listing), an on-site visit of the offeror's facility to verify their proposal information, and evaluation of their Schedule B cost proposal information submitted. All of the foregoing elements identified shall be considered to make the award decision to that successful offeror who, submits the best overall value to the Government. Subjective judgment on the part of the FAA shall be implicit in the evaluation process.

*The three-step process shall be as follows:

(1) Screening Information Request (SIR) For Offer Proposals received, reviewed, evaluated, and vendor short listing.

The offerors written proposal format outlined in Section L will be evaluated by the selection committee. Those offerors, who successfully pass all the factors will proceed to the proposal verification and equipment performance-testing phase. All vendors will be notified of their status following the conclusion of the evaluation of all of the written proposals received by the Contracting Officer/Source Selection Official (SSO) .

(2) Vendor Site Visits.

a. Verify existence of Operational Capability subfactors:

1. Program Management Capability
2. Manufacturing Capability
3. Logistics Support Capability
4. Engineering Capability
5. Installation Capability

b. Equipment Review Subfactors

1. Examine UPS equipment displays.
2. Equipment performance testing: Test selected UPS units in accordance with criteria in Paragraph 2.6.2.2, of this Section M.

(3) Final Best Value Determination

No contractual obligation or liability on the part of the Government shall exist until a fully executed contract is in place . No offeror shall begin work on the supplies, services, or other requirements called for by this solicitation until after the Government has made formal notification of contract award.

Proposals may be eliminated if they are determined to be grossly deficient (i.e., the submittal does not represent a reasonable effort to address itself to all elements of the SIR/RFO or clearly demonstrates that the offeror does not understand the requirements of the SIR/RFO) and the proposed costs/prices are not considered reasonable.

All offers will be subjected to detailed technical, cost/price evaluation by a team who will rate/assess each in accordance with pre-established evaluation plans. Technical proposals will be evaluated, rated, and scored in accordance with pre-established evaluation factors. These factors are listed in Provision M.2.

Cost/price submittals will not be rated or scored but evaluated pursuant to Provision M.3, Evaluation Process, Step 7.

In accordance with Section M.3, Evaluation Process, the cost/price evaluation team will not have access to technical proposals during the initial detailed evaluation. Likewise, the technical evaluation team will not have access to cost/price proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other teams' proposals only as authorized by the Contracting Officer.

The offer that provides the overall best value to the FAA will be selected. The successful offer may not necessarily be the lowest priced offer. As stated in M.2.4.1, evaluation factors other than price are significantly more important than cost/price, however cost /price will contribute substantially in the source selection decision.

Uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the RFO. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion.

Additional information may be requested from the offeror whose proposal the FAA considers to represent the overall best value. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and cost/price.

M.2 Evaluation Factors:

2.1 .

These evaluation factors and subfactors will form the basis of the vendor proposal selection.

Factor 1: Operational Capability

Subfactor 1. Management Capability

- Management Team/Management Program
- Engineering Management Program
- Installation Management Program
- Accounting Capability
- Financial capability
- Quality Control/Quality Assurance Program
- Configuration Management Program
- Proposal Risk
- Web based information system

Subfactor 2. Manufacturing Capability

- Plant facilities and equipment.

- Purchasing and subcontracting.
- Product capability.
- Technical capability.
- Past manufacturing performance.
- Ability to meet delivery schedules.
- Compliance with Buy American Act

Subfactor 3. Logistics Support Capability

- UPS factory training.
- UPS on-site training.
- Technical Manuals, Installation and Operational/Maintenance.
- Technical assistance capability via 24/7 telephone assistance.
- Technical on-site support for OCONUS and CONUS facilities.
- Materials packaging and handling, shipping to site, including inside delivery of UPS equipment and spare parts.
- Spare parts inventory and supply.
- LRU handling capability
- Availability of Contractor Depot Level Support and dedicated FAA warehouse space.

Subfactor 4. Engineering Capability

- Engineering capability for OCONUS and CONUS FAA facilities.
- Site survey capability.
- Electrical design services capability.
- Mechanical design services capability.
- Professional engineering registration from US or US territories.

Subfactor 5. Installation Capability

- Installation services capability for CONUS and OCONUS FAA sites.
- Subcontractor services capability.
- Environmental disposal capability for power equipment and accessories.
- Facility power equipment testing.
- Critical facility electrical power outage experiences.

Factor 2: Cos/Price Proposal

Factor 3: Contract Documentation

Factor 4: UPS Equipment Performance

- Written Proposal
- Vendor equipment displays
- Vendor equipment testing
- Vendor test plan

Factor 5: Relevant Past and Present Performance

- Power system designs.
- Power system installations.

Factor 6: Risk

2.2. Factor and Subfactor Rating

2.2.1 Relevant Past and Present Performance

- Exceptional** - High Confidence Based on the offeror's performance record, essentially no doubt exists that the offeror will successfully perform the required effort.
- Very Good** - Significant Confidence Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.
- Satisfactory** - Confidence Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.
- Neutral** - Unknown Confidence No performance record identifiable.
- Marginal** - Little Confidence Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements
- Unsatisfactory** - No Confidence Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

2.2.2 Operational Capability subfactors

Operational Capability subfactors are threshold performance requirements. Operational Capability ratings focus on the strengths and proposal inadequacies of the offeror's proposal. Operational capability shall be evaluated using the following color ratings. Subfactor ratings will not be rolled up to an overall color rating. Through exchanges, the Government evaluators should be able to obtain the necessary information from offerors with interim Yellow/Marginal ratings to determine if the proposal inadequacies have been satisfactorily addressed. Yellow/Marginal ratings should be rare by the time of the final evaluation. Note: If an offeror's proposal demonstrates a material failure to meet a Government requirement, this will be identified as a deficiency in the offeror's proposal.

COLOR RATING DEFINITION:

Blue – Exceptional. Exceeds specified minimum performance or capability requirements in a way beneficial to the FAA.

Green – Acceptable. Meets specified minimum performance or capability requirements necessary for acceptable contract performance.

Yellow – Marginal. Does not clearly meet some specified minimum performance or capability requirements necessary for acceptable contract performance, but any proposal inadequacies are correctable.

Red - Unacceptable Fails to meet specified minimum performance or capability requirements. Proposals with an unacceptable rating are not awardable.

2.2.3 UPS Equipment Performance.

Equipment factor requirements are threshold performance requirements. The technical equipment requirements will be evaluated using the offeror's proposal submittals. Those proposals passing the preliminary evaluation will be notified to establish a date for a site visit and factory testing. The offeror's equipment must pass the threshold requirements. Any additional equipment features will be considered in a best value determination. Proposal rating is:

Pass – Equipment passes the threshold performance requirements. Or,

Fail – Equipment did not meet threshold performance requirements either in the paper proposal or during equipment testing.

Equipment performance failure of any threshold requirement will remove the offeror from any further consideration.

2.2.4 Proposal Risk Assessment

Focuses on the risks and weaknesses associated with an offeror's proposed approach. Assessment of risk will be accomplished at the factor level, and includes the potential for disruption of schedule, increased costs, degradation of performance, and the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance. For any risk identified, the evaluation shall address the

offeror's proposal for mitigating those risks and why that approach is or is not manageable. Note that if a combination of significant weaknesses leads to unacceptably high proposal risk, this is a deficiency in the proposal. Proposal risk must be evaluated using the following ratings:

High - Likely to cause significant disruption of schedule, increased cost or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close Government monitoring.

Moderate - Can potentially cause some disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will probably be able to overcome difficulties.

Low - Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will probably be able to overcome difficulties.

2.2.5 Cost and Price Evaluation

Following other proposal factor evaluations, the team will review the proposal CLIN line items and Best Estimated Amount (BEA) submittal. Quantity discounts will be considered in the Cost Price Evaluation. This cost/price review in conjunction with the factor evaluations will be the best value determination. Cost with the other factor evaluation results (Operational Capability, Past and Present Performance, Risk and Equipment) shall determine the best value to the Government.

2.3 Operational Capability Factor

Each subfactor within the Operational Capability Factor will receive a pass/fail rating, based on the assessed strengths and proposal inadequacies of each offeror's proposal as they relate to each of the Operational Capability subfactors.

2.3.1 Subfactor 1: Program Management Capability

2.3.1.1 Proposals will be evaluated to determine the offeror's ability to understand and meet the requirements, as well as ability to effectively manage and adequately staff the program. The proposal will be evaluated for soundness of approach in manpower organization and utilization to assure that sufficient resources and skill mix are available to meet all aspects of the solicitation. The ability to expand manpower and production capacity to support surges and required or accelerated delivery/installation schedules will also be evaluated.

2.3.1.2 The offeror's approach will be evaluated for ability to provide a fully integrated organizational approach with clear lines of authority, and one that reduces fragmentation and allows for cross feed of project management information regarding all aspects of the solicitation, to include: equipment delivery, installation activities, subcontractor scheduling, preventative maintenance actions, emergency support, warranty expiration, training, and delivery of required data. Realism of the approach to effectively lead, manage, control, and provide fully coordinated oversight of all aspects of the requirement will also be evaluated. The approach will also be evaluated for realism and reasonableness in regard to efficient and effective interfaces and communication with the Government. Evaluation of vendor Government Interface will be evaluated on the effective use of World-Wide-Web based information system.

2.3.1.3. Proposal Risk Factor. Proposal Risk will be evaluated at the Operational Capability subfactor level. The Proposal Risk assessment focuses on the risks and weaknesses associated with an offeror's proposed approach and includes an assessment of the potential for disruption of schedule, increased cost,

degradation of performance, and the need for increased Government oversight, as well as the likelihood of unsuccessful contract performance. For each identified risk, the assessment also addresses the offeror's proposal for mitigating the risk and why that approach is or is not manageable.

2.3.2 Subfactor 2: Manufacturing Capability

The proposal will be evaluated for the offeror's capability approach for facilitating technology insertion and will be evaluated for soundness and reasonableness

The proposal will also be evaluated for the offeror's approach for meeting and accelerating delivery schedules, as required by the Government. Additional Single Uninterruptible Power Supply (SUPS) configuration options and features beyond those identified in the Equipment Specification shall be considered in the best value determination.

2.3.3 Subfactor 3 Integrated Logistics Support (ILS) Capability

2.3.3.1 The adequacy of the offeror's ILS organization, lines of authority, visibility to top management and lines of communication with the design engineering activities.

2.3.3.2 Adequacy of the offeror's national supply support system ability to support preventative and emergency maintenance support requirements in the contiguous United States, Alaska, Hawaii, Guam and Puerto Rico.

2.3.3.3 The ability of the offeror to offer technical training as a part of this solicitation.

2.3.3.4 The adequacy of the offeror's commercial-off-the-shelf manuals. The training, maintenance, and operational manuals will be examined to ensure that the level of equipment detail necessary is present to evaluate whether or not that the offeror has a thorough understanding of the UPS units.

2.3.3.5 The adequacy of the offeror's proposal to satisfy the supportability requirements in the Statement-of-work.

2.3.4 Subfactor 4 Engineering Capability

2.3.4.1 The proposal will be evaluated for the offeror's capability to turn-key the design, procure, and install UPS systems, including UPS and ancillary equipment for the entire range of 10 kVA to 500 KVA, as well as providing facility modification and minor construction. The offeror's proposed strategies for reducing outage times associated with cut-overs will be evaluated for reasonableness and understanding of the requirement. The proposal will also be evaluated for the offeror's approach for meeting and accelerating delivery schedules, as required by the Government.

2.3.4.2 The proposal will be evaluated for the offeror's ability to support worldwide, simultaneous installations and preventive and emergency maintenance support requirements, and ability to support Continental United States (CONUS) and overseas sites within the time constraints specified in the UPS Equipment Specification (UES). Reasonableness and soundness of the offeror's approach will also be evaluated.

2.3.5 Installation Capability

2.3.5.1 The proposal will be evaluated for the offeror's capability to design, procure, and install turn-key UPS systems, including UPS and ancillary equipment for the entire range of UPS equipment procured under this contract, as well as providing facility modification and minor construction. The offeror will also be

evaluated on ability to install engine generators, and other ancillary power equipment. The offeror's proposed strategies for reducing outage times associated with cut-over will be evaluated for reasonableness and understanding of the requirement. The proposal will also be evaluated for the offeror's approach for meeting and accelerating delivery schedules, as required by the Government.

2.3.5.2 The proposal will be evaluated for the offeror's ability to support, simultaneous installations and preventive and emergency maintenance in the contiguous US, Alaska, Hawaii, Guam, and Puerto Rico. Reasonableness and soundness of the offeror's approach will also be evaluated

2.4. Cost/Price Factor

2.4.1 Importance of Cost/Price

The evaluation factors other than cost/price, when combined, are significantly more important than cost/price; however, cost/price will contribute substantially to the selection decision.

2.4.1.1 Unrealistic Proposals

Proposals should be sufficiently detailed to demonstrate fairness and reasonableness. Unrealistically low or high proposed costs may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal. This includes both original submission and final proposal revision, if requested.

2.4.1.2 Unbalanced Pricing

Unbalanced pricing exists when, despite an acceptable total solicitation effort price, the price of one or more contract line items is significantly over or under stated as demonstrated by the application of price analysis techniques. Unbalanced pricing may increase performance risk and result in a higher proposal risk rating or the offer may be rejected if the Government determines the lack of balance poses an unacceptable risk to the Government. IAW 3.2.2.3-19 (f) Contract Award and reference 3.2.2.3-29, Integrity of Unit Prices, referenced in Section L, the Government may require submission of information other than cost or pricing data to the extent necessary to evaluate price criteria for reasonableness

2.4.2 Proposal Evaluation. The Government will evaluate the offeror's cost/price proposal using a Total Evaluated Price based on the Best Estimated Amounts (BEAs) provided by the offeror, in accordance with Section L, paragraph 4.2. The amounts proposed as the BEAs will be verified by the Government during the proposal evaluation process. Computation to arrive at the Total Evaluated Price will be based on the following:

- a. Firm Fixed Price unit prices for CLINs , 0002, 0003, 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0014, 0015, 0017, 0018, 0019, 0020, 0022, 0025, 0027, 0028, 0030 will be multiplied by Government evaluation quantities to arrive at the evaluated price for each CLIN. For evaluation purposes, if more than one UPS model is proposed within a kVA range under CLINs 0002 and 0003, 'the average price of the models within a range will be used as the unit price for that range.
- b. *Material/Subcontract/Freight Multipliers () will be evaluated by application of the multiplier to the Government provided estimate of direct material/subcontract/freight costs for the applicable CLIN.*
- c. *Prime contractor Composite Wrap Rates will be evaluated by application of the wrap rates to the Government's estimated hours for CLIN ().*

If quantity discounts are offered, they will not be part of the total evaluated price but will be considered in the best value determination. Also, additional UPS configuration options and features beyond those identified in the UES shall not be part of the total evaluated price but will be considered as part of the best value determination.

2.5 Contract Documentation

The offeror will be evaluated on the their knowledge of information in the contract sections. This should be addressed in the Operational Capability Volume.

2.6 UPS Equipment and Accessories,

2.6.1 Proposal Evaluation. The offeror's equipment will be evaluated on the written responses to the proposal. The written proposal will be evaluated against the UPS Equipment Specification criteria. Also, the offeror's equipment test plan will be evaluated and compared against Section M, Attachment 1, UPS Equipment Performance Testing.

2.6.2 Facility Site Visit Evaluation. The Government evaluation team will visit each down selected offeror's facility. The UPS equipment evaluation factor is a critical evaluation factor. For an offeror to remain in the source selection process they must pass this evaluation factor.

Order of vendor visitation will be determined by random selection. Offeror's will be notified 14 days prior to facility site visit. This Government conducted Pre-Award Survey (PAS) is part of this source selection. Results of the PAS will be evaluated to verify that each offeror's proposal meets the requirements of the solicitation. This PAS will be conducted in conjunction with the equipment examination and equipment performance testing.

2.6.2.1 Equipment physical examination. Down selected firms will be required to display the following UPS units and accessories:

1. Display three Uninterruptable Power Systems (UPS) with size and voltage designated by the Government.
2. Batteries and Battery racks for each UPS unit.
3. Battery monitor.
4. Manual Maintenance Bypass switch
5. Recommended site spare parts kit.
6. Software displayed and demonstrated on laptop or desktop PC.

2.6.2.2 Equipment Performance Testing. Down selected firms will be required to set up and test a minimum of three Uninterruptable Power Systems (UPS) with size and voltage designated by the Government for each. Qualification testing will include the evaluation of the bidders in--place-ability to provide nationwide supply support and formal technical training based on the proposed quantities and size range of this solicitation. Qualification testing shall be performed on each of the size and model UPS, as selected by the Government. The Government will select three specific UPS sizes to be tested and notify the offeror 14 days prior to beginning the tests. Prior to testing, the Government shall perform an inspection, which shall include a complete and thorough check of the general design, principal dimensions, methods of assembly, and workmanship. The following special tests shall be performed in offeror sequence as outlined below. Perform all inspections and special tests required by Attachment 1, Equipment Performance Test, to this Section M. Only equipment and systems as will be offered to the

Government in response to the requirements of Part I, Section B shall be used to show compliance to the testing required by Part IV, Section M. During testing, no adjustment, repair, substitution of parts or equipment is allowed between or during each phase of testing once the special testing has begun, without the express written permission of the Government. The test sequence presented in Attachment 1 may be changed by the offeror, but all tests must be performed.

2.6.2.2.1 Failure-in Test

Failure to meet Qualification testing, as specified herein, will require corrective action. Failure of a test will require a complete restart of the test in progress at the time of failure. This failure in test and corrective action will be permitted once. A second failure to complete a test successfully will be cause to disqualify the Offeror.

2.6.2.2.2 Repeat of testing

During the Qualification test cycle, the particular test during which the UPS failed shall be repeated. Any previous test successfully completed involving the same component shall be evaluated for repeat testing. Testing shall be repeated (once) where it can be concluded that the component in question prevented an adequate or appropriate test.

2.7. Relevant Past Performance Factor

Under the Past Performance factor, the Performance Confidence Assessment represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. Past performance information will be obtained from the offeror's own written proposal and from evaluating written responses from questionnaires submitted by the Contracting Officer to the offeror's present and past Government and private sector customers.

The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the Operational Capability subfactors. In determining relevance, consideration will be given to product similarity, product complexity, similar technology, similar type of efforts, service similarity, and contract scope, type, and schedule. This information may include data on efforts performed by other divisions, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. The Government may consider as relevant efforts performed for agencies of the federal, state, or local governments and commercial customers. As a result of an analysis of those risks and strengths identified, each offeror will receive an integrated Performance Confidence Assessment, which is the rating for the Past Performance factor. Although the past performance evaluation focuses on performance that is relevant to the Operational Capability subfactors, the resulting Performance Confidence Assessment is made at the factor level and represents an overall evaluation of contractor performance. In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonable and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance

evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness. Relevance is defined as follows:

- (1) Highly Relevant - Present/past performance programs involved the magnitude of effort and complexities, which are essentially what this solicitation requires.
- (2) Relevant - Present/past performance programs involved less magnitude of effort and complexities, including most of what this solicitation requires.
- (3) Somewhat Relevant - Present/past performance programs involved much less magnitude of effort and complexities, including some of what this solicitation requires.
- (4) Not Relevant - Present/past performance programs did not involve any significant aspects of above.

Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive a "Neutral /Unknown Confidence" rating for the Past Performance factor. For offerors with no relevant performance record, the Government may consider relevant performance information regarding key personnel.

More recent and relevant performance will have a greater impact on the Performance Confidence Assessment than less recent or relevant effort. A strong record of relevant past performance may be considered more advantageous to the Government than a "Neutral/Unknown Confidence" rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

Offerors are to note that, in conducting this assessment, the Government reserves the right to use both data provided by the offeror and data obtained from other sources.

2.8 Response Clarification.

If during the evaluation period, it is determined to be in the best interest of the government to seek additional information to clarify an offeror's response to the solicitation, the government will issue a Clarification Request (CR).

2.9 Solicitation Requirements, Terms, and Conditions

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors, subfactors to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award. Any exceptions to the solicitation's terms and conditions must be fully explained and justified.

M.3 Evaluation Process

Step 1 The Evaluation Team (ET) evaluates the offeror's proposals with the exception of their cost and price submittals. The Cost/Price submittal, consisting of Section B the CLINs and Best Estimated Amount (BEA) submittal, these will remain with the Contracting Officer, sealed, until all other factors are evaluated.

- a) Operational Capability Factor: Each of the five (5) subfactors will be assigned an evaluation lead and evaluation team. The evaluation lead for each subfactor will average the individual evaluations and submit the composite rating to the ET lead.

- b) Equipment: The assigned lead evaluator will compile the individual evaluations. All individual evaluation items must have a Pass rating for the summary sheet to contain a Pass rating on an offeror's equipment proposal.
- c) Past & Present Experience: Offeror's shall provide three references with the RFP submittal. The Contracting Officer will be responsible for sending the questionnaire to the three references identified that will request information regarding the offeror's performance.
- d) Risk: Evaluation focuses on Operational Capability factor and Past & Present experience. Evaluation remarks will be required for those ratings identified as other than LOW.

Step 2 Offeror Down Selection. Evaluation Team Lead prepares the Evaluation Summary Report. Offeror proposals will be assigned the below listed ratings in any of the following factors or subfactors will be removed from the eligible Offeror's list.

- RED on any Operational Capability subfactor.
- FAIL on equipment factor.
- MARGINAL or UNSATISFACTORY for Past & Present experience.
- HIGH risk rating.

Offeror proposals removed from the eligible offeror's list will be notified of the decision by the Contracting Officer of their non-qualifying proposal. Offeror's remaining will advance to the next step.

Step 3 Include Best Estimated Amount Cost /Pricing data on Evaluation Summary Report.

Step 4 Offeror site visits or verification of offeror submittals in the proposal. Offeror's down selected in Step 2 will be notified of the site visit. The evaluation forms that will be used in Step 2, will also be used in this step.

- a) Operational Capability subfactor verification.
- b) Factory witness testing. The witness testing will use one individual evaluation sheet for each offeror test. The equipment evaluation team members must all agree on each test item outcome.

Step 5 Assessment of site visit evaluations and revise Evaluation Summary Report. This step is to verify the Offeror's SIR For Offer submittal. Changes from the first evaluation must be justified in writing. Offer site visit evaluations assigned the below listed ratings in any of the following factors or subfactors will be removed from the eligible Offeror list.

- RED on any Operational Capability subfactor.
- FAIL on equipment factor.
- MARGINAL or UNSATISFACTORY for Past & Present experience.
- HIGH risk rating.

Offeror proposals removed from the eligible offeror list will be notified by the Contracting Officer of their non-qualifying proposal. Offeror's remaining will advance to the next step.

Step 6 Revise Evaluation Summary Report prepared for Best Value determination. Sort Offerors using the following criteria.

Place Offeror proposals from best to least in descending order as outlined in the categories below.

- 1st - Best are those proposals with Operational Capability subfactors rated with a BLUE; Past & present experience EXCEPTIONAL or VERY GOOD; and Risk LOW.
- 2nd - Next best. Operational Capability subfactors all BLUE or GREEN, Past & Present experience rated EXCEPTIONAL or VERY GOOD; and Risk LOW.
- 3rd - Operational Capability subfactors all GREEN, Past & Present experience rated EXCEPTIONAL or VERY GOOD; and Risk LOW.

- 4th - Operational Capability subfactors all GREEN or YELLOW, Past & Present experience rated EXCEPTIONAL or VERY GOOD; and Risk LOW.
- 5th - Operational Capability subfactors all YELLOW, Past & Present experience rated VERY GOOD or SATISFACTORY; and Risk MODERATE.
- 6th - Operational Capability subfactors all YELLOW, Past & Present experience rated SATISFACTORY or NEUTRAL; and Risk MODERATE.

Proposals in the categories 1st through 4th will be considered in the best value determination.

Step 7 Best Value Recommendation. The Section B the CLINs and the BEA will be evaluated by a cost analyst. The analyst's findings will be reported to the evaluation team to substantiate proposal cost and pricing. Best value evaluation team members will consider cost/price and any equipment features that add value to the proposal. Proposals will be sorted from best to least. Preparation of the final Evaluation Summary Report, with recommendation, will then be forwarded to the Source Selection Official (SSO) for final selection.

Step 8 SSO makes final selection. Contracting Officer notifies remaining unsuccessful offerors of the Government's final selection decision.

SECTION L ATTACHMENT 1 BEST ESTIMATE AMOUNTS FOR COST EVALUATION

CLIN	ITEM	Pricing	Unit	Estimated Quantity Per Year	Price Per Unit	Item Total
0002D	UPS 40-49 kVA, 208/208 volt	FFP	EA	2		
0002E	UPS 50-65 kVA, 208/208 volt	FFP	EA	4		
0002F	UPS 66-80 kVA, 208/208 volt	FFP	EA	6		
0002G	UPS 81-100 kVA, 208/208 volt	FFP	EA	6		
0002H	UPS 101-150 kVA, 208/208 volt	FFP	EA	6		
0003F	UPS 66-80 kVA, 480/480 volt	FFP	EA	2		
0003G	UPS 81-100 kVA, 480/480 volt	FFP	EA	4		
0003H	UPS 101-150 kVA, 480/480 volt	FFP	EA	4		
0003J	UPS 251-300 kVA, 480/480 volt	FFP	EA	2		
0004D	Battery Rack for 40-49 kVA	FFP	EA	2		
0004E	Battery Rack for 50-65 kVA	FFP	EA	4		
0004F	Battery Rack for 66-80 kVA	FFP	EA	8		
0004G	Battery Rack for 81-100 kVA	FFP	EA	10		
0004H	Battery Rack for 101-150 kVA	FFP	EA	10		
0004J	Battery Rack for 251-300 kVA	FFP	EA	2		
0005D	MBP for 40-49 kVA, 208/208 volt unit	FFP	EA	2		
0005E	MBP for 50-65 kVA, 208/208 volt unit	FFP	EA	4		
0005F	MBP for 66-80 kVA, 208/208 volt unit	FFP	EA	6		
0005G	MBP for 81-100 kVA, 208/208 volt unit	FFP	EA	6		
0005H	MBP for 101-150 kVA, 208/208 volt unit	FFP	EA	6		
0006F	MBP for 66-80 kVA, 480/480 volt unit	FFP	EA	2		
0006G	MBP for 81-100 kVA, 480/480 volt unit	FFP	EA	4		
0006H	MBP for 101-150 kVA, 480/480 volt unit	FFP	EA	4		
0006J	MBP for 251-300 kVA, 480/480 volt unit	FFP	EA	2		
0007	MBP Kirk Keys and interlock solenoid	FFP	EA	36		
0008	Battery Monitor	FFP	EA	36		
0009A	Operation & Maintenance Manual	FFP	SET	36		
0009B	Installation Manual	FFP	SET	36		
0010	Remote Monitor Alarm Panel	FFP	EA	36		
0011	Remote Shut-Down	FFP	EA	36		
0014	UPS Star-up Service	FFP	EA	36		
0015	Ground Level Delivery	FFP	EA	12		
0017A	Site Surveys	FFP	EA	30		
0017C	Installation Services, (See Note 1.)	FFP	YR	1		
0018A	Contractor Conducted Factory Training	FFP	EA	108		
0018B	Contractor Conducted On-Site Training	FFP	SITE	4		
0019	Program Management	FFP	YR	1		
0020	Integrated Logistics Support Management	FFP	YR	1		
0022A	CLS Program Management	FFP	YR	1		
0022B	CLS Unit Exchange	FFP	YR	1		
0022C	CLS Line Replacement Units (LRUs)	FFP	EA	10		
0022D	CLS Priority 1 Shipment Charges	FFP	EA	10		

Note 1: Using a yearly estimated subcontractor installation cost of \$6,500,000 vendors shall multiple this estimated amount by their wrap rates and enter that amount in the "Price Per Unit" column.

**SECTION L
ATTACHMENT 2
INFORMATION TO OFFERORS PERFORMANCE HISTORY**

Provide the information requested in this form for each contract/program you have designated. Provide short concise comments regarding your performance on the contracts you identified. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted and the length of each submission to the limitations set forth at paragraphs 7.2.1 and 1.2, respectively, of Section L.

- A. Offer Name (Company/Division):
- B. Program Title:
- C. Contract Specifics:
 - 1. Contracting Agency or Customer:
 - 2. Contract Number:
 - 3. Contract Type:
 - 4. Period of Performance:
 - 5. Original Contract \$ Value:
 - 6. Current Contract \$ Value:
 - 7. If amounts for 5 and 6 above are different, provide a brief description of the difference.

Brief description of effort as _____ Prime or _____ Subcontractor.

- E. Completion Date:
 - 1. Original date:
 - 2. Current Schedule:
 - 3. Estimate at Completion:
 - 4. How Many Times Changed:
 - 5. Primary Causes of Change:

- F. Primary customer points of contact:
 - 1. Program Manger: Name:
 Routing Symbol:
 Address:

 Telephone No.:

THIS QUESTIONNAIRE IS SOURCE SELECTION SENSITIVE WHEN COMPLETED

**SECTION L
ATTACHMENT 3
RELEVANT PAST & PRESENT PERFORMANCE**

Please email, fax or mail the completed questionnaire to:

Federal Aviation Administration
NAS, Automation & Facilities, AMQ-210
P.O. Box 25082
Oklahoma City, OK 73125

Attn: Mark Melendez
mark.melendez@faa.gov
Fax: 405 954-9219
Phone: 405 954-8071

1. CONTRACT IDENTIFICATION

- a. Contractor: _____
- b. Contract Number: _____
- c. Contract Type: _____
- d. Was this a competitive contract? Yes _____ No _____
- e. Period of performance: _____
- f. Initial contract cost: \$ _____
- g. Current/final contract cost: \$ _____
- h. Reasons for differences between initial contract cost and final contract cost:

- i. Description of service provided: _____

2. CUSTOMER OR AGENCY IDENTIFICATION

- a. Customer or agency name: _____
- b. Customer or agency description (if applicable): _____
- c. Geographic description of service under this contract, i.e. local, nationwide, worldwide, other: _____

**SECTION L
ATTACHMENT 3
RELEVANT PAST & PRESENT PERFORMANCE**

3. EVALUATOR IDENTIFICATION

a. Evaluator's name: _____

b. Evaluator's Title: _____

c. Evaluator's phone/fax numbers: _____

d. Number of years evaluator worked on subject contract: _____

4. EVALUATION

a. Please indicate your satisfaction with the contractor's performance by placing an "X" in the appropriate block using the scale provided. This scale is defined as follows:

<u>CODE</u>	<u>PERFORMANCE LEVEL</u>
B	BLUE/EXCEPTIONAL – The contractor's performance clearly exceeds contractual requirements.
G	GREEN/SATISFACTORY – No problems exist or only minor problems for which solutions are in hand.
Y	YELLOW/MARGINAL – Problems exist for which there is doubt whether the identified solution is adequate but the problem appears to be within the contractor's ability to solve.
R	RED/UNSATISFACTORY – Serious problems exist which may be outside the contractor's ability to solve. The contractor is in danger of not being able to satisfy contractual requirements and timely recovery is not likely.
N	NOT APPLICABLE – Unable to provide a rating.

COST CONTROL	B	G	Y	R	N
CC1 Did the contractor deliver at the agreed-to price/cost? Describe the reasons for changes to contract value, if any (e.g., scope changes, overrun/underrun, Government caused/imposed schedule changes, etc.) Were the cost changes reasonable? Were the changes the result of unanticipated changes?					
CC2 Did the contractor provide timely and sufficient cost information.					

Strengths/Weaknesses/Remarks: _____

**SECTION L
ATTACHMENT 3
RELEVANT PAST & PRESENT PERFORMANCE**

SCHEDULE	B	G	Y	R	N
S1 Did the contractor deliver according to agreed-to schedule? What were the causes of any schedule variances? Were the schedule variances within the control of the contractor?					
S2 Was the contractor able to meet requests for accelerated schedules, manage shifting workload and otherwise ensure adequate and qualified staffing? Describe any contractor efforts to reduce delivery dates or reduce the negative impact of lead-time items.					

Strengths/Weaknesses/Remarks: _____

PERFORMANCE	B	G	Y	R	N
P1 Did the provided products and services meet the mission requirements?					
P2 Did the products and services meet the required level of quality?					
P3 Did the contractor demonstrate a thorough understanding of the full range of services, products and technical requirements of your contract?					
P4 Was the contractor successful and timely in resolving technical problems or technical questions to your satisfaction? .					

Strengths/Weaknesses/Remarks: _____

**SECTION L
ATTACHMENT 3
RELEVANT PAST & PRESENT PERFORMANCE**

MANAGEMENT	B	G	Y	R	N
M1 Evaluate the organizational structure. Did the contractor provide an integrated organizational approach? Were sufficient resources with appropriate skill mix dedicated to meeting program and contract requirements? Was the contractor able to expand manpower and production capacity to support surges and accelerated delivery schedules?					
M2 Did management demonstrate a genuine desire to be responsive to the Government's needs, and a willingness to make adjustments to schedules, products, or services in order to meet those needs? Was contractor/customer interface well planned and of sufficient frequency?					
M3 Did the contractor ensure the subcontractor(s) provided services or products that conformed with technical requirements and were delivered on time? Was there sufficient insight and oversight of subcontractor performance?					
M4 Was the required documentation and data sufficient to support each project, complete, and timely?					

Strengths/Weaknesses/Remarks: _____

5. OVERVIEW

a. Rate the overall customer satisfaction with the product and services delivered.

b. Identify the contractor's predominate strengths and weaknesses.

c. Given the choice, would you award to this contractor again?

**SECTION L
ATTACHMENT 3
RELEVANT PAST & PRESENT PERFORMANCE**

d. Are you aware of any other contracted efforts performed by this contractor similar in nature to this contract? Please identify contract/program and point of contact.

e. Is there another person who has additional information that could help us in this evaluation or to whom we should send this questionnaire? Please identify by name, organization and phone number.

Thank you for your assistance in this source selection. If you have any questions, please email or phone Mark Melendez, the Contracting Officer at mark.melendez@faa.gov, 405 954-8071.

Evaluator's Signature

Date

**SECTION M EVALUATION FACTORS FOR AWARD
ATTACHMENT 1
UPS EQUIPMENT PERFORMANCE TEST**

1.0 General

As part of the facility site visit evaluation the Government team will observe equipment performance testing on selected UPS units. Vendors will provide facilities and test equipment to perform these tests. The three UPS units selected for testing are units within the following ranges: 66-80 kVA, 208/208 volt; 81-100 kVA 208/208 volt; 101-150 kVA, 480/480 volt.

2.6.2 UPS Operational Performance

- a. The UPS shall provide continuous rated power during loss or interruption of input AC power.
- b. The UPS shall provide continuous rated power during return to normal input AC power.
- c. Under specified conditions, the UPS shall automatically, without interruption, transfer the load by use of the static transfer switch to the utility bypass feeder.
- d. The UPS shall automatically reverse transfer from utility bypass operation to UPS operation without output voltage interruption when load conditions are within the system rating.

The output voltage and frequency shall stay within the M.2.9.b and c stated parameters for the operational performance tests.

M.2.5 Input Voltage Tolerance

Vary input voltage from nominal: +15%, -15%.

The output voltage and frequency shall stay within the M.2.9.b and c stated parameters for the input voltage tests.

M.2.6 Input Frequency Tolerance

Vary input frequency from nominal: 60 hz +/- 5% with other input levels programmable.

The output voltage and frequency shall stay within the M.2.9.b and c stated parameters for the input frequency test.

M.2.7 Inrush Current

Measure that UPS will meet acceptable 125% full load current inrush current for 100 ms

The output voltage and frequency shall stay within the M.2.9.b and c stated parameters for the inrush current test.

M.2.8 Magnetization

600% full load current for 60 ms

The output voltage and frequency shall stay within the M.2.9.b and c stated parameters for the magnetization test.

**SECTION M EVALUATION FACTORS FOR AWARD
ATTACHMENT 1
UPS EQUIPMENT PERFORMANCE TEST**

M.2.9 Power Walk-In

Power walk-in from 0 to 100% full load over a 10-second period, other times may be programmable.

The output voltage and frequency shall stay within the M.2.9.b and c stated parameters for the power walk-in test.

M.2.10 Input Power Factor (PF) Tolerance

- a. Minimum 0.94 lagging at 25% full load.
- b. Minimum 0.99 lagging at 100% full load.
- c. Minimum 0.94 lagging at 25% to 99% full load.

The output voltage and frequency shall stay within the M.2.9.b and c stated parameters for 25%, 50%, 75% and 100% full load tests. At no time shall the UPS exhibit a leading power factor

M.2.11 Input Current Distortion Tolerance

- a. Maximum 4% THD at 100% load.
- b. Maximum 5% THD at 50% load.
- c. Maximum 5% THD at 25% to 99% load.

The output voltage and frequency shall stay within the M.2.9.b and c stated parameters for 25%, 50%, 75% and 100% full load tests.

M.2.12 Electrical Output Requirements

a. Output voltage: 208 volts or 480 volts, three-phase, wye four-wire plus equipment ground connection.

b. Output voltage regulation:

- 1. +/- 1% steady state for a static 100% balanced load.
- 2. +/- 3% steady state for a static 100% unbalanced load (Phase A – 100%, Phase B – 50%, Phase C – 50%).

c. Output Frequency: 60hz +/- 0.1 Hz.

d. Output Power Factor (PF): 0.94

e. Output Harmonic distortion:

- 1. 3% THD maximum and 1% any single harmonic for 100% linear load.
- 2. 6% THD maximum for a 100% nonlinear load, UPS 20KVA - 500KVA.

f. Voltage transient response:

- 1. Nominal +/- 3% for a 50% load step.
- 2. Nominal +/- 5% for a 100% load step.

g. Voltage transient response time:

**SECTION M EVALUATION FACTORS FOR AWARD
ATTACHMENT 1**

UPS EQUIPMENT PERFORMANCE TEST

50 milliseconds for all load steps tested.

h. Phase displacement:

1. 120 degrees +/- 1 degree for balanced load.
2. 120 degrees +/- 1 degree for 50% unbalanced load.
3. 120 degrees +/- 3 degrees for 100% unbalanced load.

The UPS must maintain the specified output parameters for tests to verify M.2.9 b through h at the nominal voltages stated in M.2.9.a.

M.2.13 Overload Capability

- a. 200% for 60 seconds in normal operation.
- b. 125% for 10 minutes in normal operation.
- c. 150% for 30 seconds in battery operation.
- d. 125% continuously in bypass operation.
- e. 1000% for 500 milliseconds in bypass operation.

The UPS output shall remain within specifications for all five tests. Test. is required to run for ten (10) minutes only.

M.2.14 Normal System Operation

The batteries shall not be required to assume any portion of a critical load increase from between 0% and 100% UPS load rating. The UPS shall continue to function in the normal mode of operation with or without battery connection.

The UPS output shall remain within specifications for the following tests: 1) 5 kVA load increases beginning at 25% full load and continuing to 100% full load. 2) 100% Load increase, from zero (0%) to 100% load, within 4 milliseconds. The tests shall meet output requirements for both connected battery and disconnected battery.

M.2.16 System AC to AC Minimum Efficiency

The UPS minimum efficiency shall be 89% at 100% linear load, nominal input voltage, with batteries fully charged.

The measured UPS efficiency shall be within specifications under the described conditions.

M.2.17 Acoustical Noise

Maximum noise - 70 dBA, measured at 1 meter from the UPS front surface with panels in place.

The measured UPS noise level must remain at 70 dBA or less throughout the test at 25%, 50%, 75% and 100% full load.

M.2.18 Inverter/Battery Charger

**SECTION M EVALUATION FACTORS FOR AWARD
ATTACHMENT 1**

UPS EQUIPMENT PERFORMANCE TEST

The battery charging current must be limited to 10% of nominal DC discharge current that is programmable to lower levels.

After at least three battery discharges, monitor charging current levels are at or below 10% of nominal DC discharge current.

M.2.19 Static Bypass Switch (Internal)

- a. The static bypass switch shall automatically transfer the critical load without interruption after the logic senses one of the following conditions:
 - 1) Inverter overload beyond rating.
 - 2) Battery runtime expired and bypass available.
 - 3) Inverter failure.
 - 4) Battery circuit breaker open.
 - 5) Fatal error in control system.
- b. The static bypass switch shall automatically retransfer from bypass to the inverter, when one of the following conditions occurs:
 - 1) After an instantaneous overload induced transfer has occurred and the load current has returned to less than 100% of the system rating.
 - 2) UPS DC to AC converter is operational and on.

Monitor the UPS output voltage and simulate each of the five conditions for switchover and switchback. Verify that the UPS output voltage does not vary and the unit actually performed the switching function.

M.2.20 Maintenance Bypass Isolation Switch

Maintenance bypass isolation equipment will completely isolate the UPS system.

The output voltage and frequency shall stay within the M.2.9.b and c stated parameters for the maintenance bypass test.

M.2.21 UPS Status Displays

The display unit shall display the following UPS status messages:

- a. Normal operation: load power xxx%.
- b. Battery operation: time xxx minutes.
- c. Bypass operation.
- d. Standby.
- e. System off.

Demonstrate the UPS features that satisfy M.2.18 a through e requirements.

M.2.22 Metered Parameters

The display unit shall allow the user to display the following metered parameters:

- a. Year, Month, Day, Hour, Minute, Second.
- b. Input AC voltage (line-to-line, three phase simultaneous).
- c. Input AC current (line-to-neutral, three phase simultaneous).

**SECTION M EVALUATION FACTORS FOR AWARD
ATTACHMENT 1
UPS EQUIPMENT PERFORMANCE TEST**

- d. Output frequency.
- e. Battery voltage.
- f. Battery current (charge/discharge).
- g. Battery temperature.
- h. Output peak current.

Demonstrate the UPS features that satisfy M.2.19 a through h requirements.

M.2.23 Alarms

The display unit shall allow the user to display a log of all active alarms. A minimum of 40 alarm conditions shall be monitored.

Demonstrate the UPS features that satisfy M.2.20 alarm requirements. Specification cut sheets showing required feature and a best effort test to show alarm events will be accepted.

M.2.24 Events Log

The display unit shall allow the user to display a time and date stamped log of the 100 most recent UPS status and alarm events.

Demonstrate the UPS features that satisfy M.2.21 event log requirements. Specification cut sheets showing required feature and a chronological log showing all events since manufacture will be accepted.

M.2.25 Remote Maintenance Monitoring (RMM)

a. Potential Free Contacts

The UPS shall be equipped with a minimum of two potential free contacts.

- 1) Common fault alarm.
- 2) Battery operation.

b. Communications Interface

A communications interface shall provide the following communication ports.

- 1) RS232 serial port.
- 2) Communication port with the following normally open or normally closed potential free contacts:
 - a) UPS on.
 - b) Static bypass operation.
 - c) Battery operation.
 - d) Battery low.

c. Remote UPS Monitoring

Remote UPS monitoring shall be possible via either the RS232 or contact closure. The UPS manufacture shall have available interfaces to support remote monitoring for the following systems:

- a. Microsoft Windows 98
- b. Microsoft Windows XP

**SECTION M EVALUATION FACTORS FOR AWARD
ATTACHMENT 1
UPS EQUIPMENT PERFORMANCE TEST**

c. Interface control document as described in CDRL E001 requirements.

Verify that the UPS provides each RMM function required in M.2.22 a, b, and c using a remote or simulated remote monitoring unit.

M.2.26 Battery Capacity

The system batteries must provide 15 minutes minimum at full or 100% rated load back-up time for each UPS kVA rating tested.

The UPS shall provide rated output power for the full 15 minutes beginning with the batteries at full charge. After the battery capacity test is completed, return utility power and demonstrate the UPS functions normally while the batteries begin recharge.

M.2.27 UPS Module Dimensions

- a. Height: Maximum 72”.
- b. Width: Maximum 40” for 20 kVA, maximum 96” for 500 kVA.
- c. Depth: Maximum 32” for all kVA ranges.

The UPS dimensions must be with the dimension specifications for all units presented for test.

M.3 QUALITY CONFORMANCE INSPECTIONS (PRODUCTION TESTING)

Offeror's testing of each EGS specified under quality assurance provisions shall as a minimum, perform the offeror's published production tests on each UPS delivered under this section. Tolerances shall be as directed in this section.

M.3.1 Two-Hour Test

A two hour test, using the test loadbank at room ambient temperature, shall be made applying the following loads:

- Start with an unloaded UPS;
- 80% rated kVA at 0.8 lagging power factor, 1 hour;
- 10% rated kVA, non-reactive 1 minute;
- 50% rated kVA, non-reactive 1 minute;
- 100% rated kVA, non-reactive 56 minute;
- 10% rated kVA, non-reactive 2 minute.

At each load step change and every 15 minutes, the following must be recorded:

- Time;
- Ambient air temperature;
- Kilo-Volt Ampere load;
- AC voltage of UPS (phase to phase);
- AC amperes of UPS (line current to load);
- Frequency.

**SECTION M EVALUATION FACTORS FOR AWARD
ATTACHMENT 1
UPS EQUIPMENT PERFORMANCE TEST**

At the conclusion of the foregoing test, perform the transient response test of as described in paragraph M.2.11.3. During these test the voltage and frequency chart recorders shall be connected and a fast chart speed (25mm/second) shall be used. Transient response shall be monitored with the load condition being applied four times in succession, allowing time for control stabilization between load applications. The recorded chart results of this test shall be retained with each UPS as part of the unit's historical test data for the qualification test units only.

As part of production testing, test and record all alarm and shutdown points. Make recording charts with instruments capable of measuring transients of voltage and frequency for all instantaneous load changes. Verify that steady state regulation, transient response, voltage regulation and the UPS rating are as specified. Record the output voltage wave-form and the total harmonic distortion with the Harmonic Distortion Analyzer during the two long runs (1); 1 hour at 100% on the test loadbank and (2); 56 minutes at 100% on the test loadbank.

M.3.2 Failure-in Test

Failure to meet Qualification testing, as specified herein, will require corrective action. Failure of a test will require a complete restart of the test in progress at the time of failure. This failure in test and corrective action will be permitted once. A second failure to complete a test successfully will be cause to disqualify the Offeror.