| I. Call to Order | |
|--|----------------------|
| II. Employee of the Month | |
| III. Community Outreach | Jordyn McDougoll |
| IV. Comments from Grand Teton National Park, Town of Jackson, Teton County and the Public | McDougall |
| V. Action Items | |
| V.A. Consent Agenda | |
| V.A.1. Approval of the Minutes | |
| V.A.1.a. February 3, 2025 Special Meeting | |
| V.A.1.b. March 5, 2025 Budget Workshop | |
| V.A.2. Mead and Hunt 12th Amendment - 2025 On-Call Services | |
| V.A.3. FAA Supplemental Agreement No. 1 to AWOS Lease | |
| V.A.4. 2025 Seal Coat & Mark Project Notice of Award American Road Maintenance | |
| V.B. Financial Reports | Michelle Anderson |
| V.C. Knife River Notice of Award for Schedules I and VII of Phase 2 of the Deice Pad Project | Dustin Havel |
| VI. Director's Comments | Jim Elwood |
| VI.A. Activity Reports | |
| VI.B. Operations/Security/FBO Updates | |
| VII. Board Comments | Rob Wallace |
| VIII. FY 2025-2026 Budget Workshop #2 | Michelle Anderson |
| IX. Adjourn | Rob Wallace |



MINUTES OF THE JACKSON HOLE AIRPORT BOARD SPECIAL MEETING

Date: February 3, 2025

BOARD PRESENT: Rob Wallace and Ed Liebzeit were present in person in the Airport Board Room; Valerie Brown, Melissa Turley, and Bob McLaurin were present via Webex.

OTHER PRESENT: Jim Elwood, Dustin Havel, Michelle Anderson, Aimee Crook, Anna Valsing, Tony Cross, Craig Foster, Jordyn McDougall, Gina Van Slyke, Taylor Gemmel, Meg Jenkins, Apinya Wright, Jac Stelly, Andrew Wells, Robin Usher, Esther Borja, Jason Stewart, and Bryce Beatty, Jackson Hole Airport; Jessica Jaubert, Three Elephant; Jeremy Barnum, Grand Teton National Park; Dan Reimer, Airport Attorney; Ryk Dunkelberg and Jen Wolchansky, Mead and Hunt; Paul Dunholter, BridgeNet; and Tyler Shupe, Wadman. Other individuals not individually documented were present in person or watched the meeting live through the Webex platform.

- I. CALL TO ORDER: Board President Brown called the Board Meeting to order at 9 AM.
- II. **EMPLOYEE OF THE MONTH:** Foster recognized Ven Garcia as the January Employee of the Month, and Havel recognized Steven Salgado as the February Employee of the Month.

Elwood recognized the Jackson Hole, United Ground Express (UGE) employees Joanie Tidwell, Suzie Dawson, Jessica Milligan, and Colleen Mayberry for outstanding customer service to a United Airlines passenger.

III. **CERTIFICATE OF ORGANIZATION & ELECTION OF OFFICERS:** Brown thanked the Board and staff for all their assistance over the last year, and Wallace thanked Brown for her leadership. Liebzeit moved to elect the following slate of officers for 2025 and to file a Certificate of Organization to that effect:

Rob Wallace, President Melissa Turley, Vice President Bob McLaurin, Treasurer Ed Liebzeit, Secretary Valerie Brown, Member (Past President)

Turley seconded the motion, which passed unanimously.



JACKSON HOLE AIRPORT

- IV. COMMUNITY OUTREACH: Jenkins began by sharing that the holiday food drive was successful, noting that over 330 pounds of non-perishable items were collected from staff and passengers. She thanked the entire community for their contributions, which were donated to the JH Food Cupboard to help local families. Jenkins also highlighted the Airport's participation in the Sustainable Destination Management Plan Tourism Matters Expo, where over 30 organizations came together to discuss sustainable tourism practices. She shared that the Airport had a booth at the event, where they distributed reusable straws and the environmental video. Jenkins mentioned that the event was well-received, with many people stopping by to learn more about the Airport's environmental efforts.
- V. COMMENTS FROM GRAND TETON NATIONAL PARK, TOWN OF JACKSON, TETON COUNTY AND THE PUBLIC: Jeremy Barnum from Grand Teton National Park (the 'Park') began by congratulating Brown for her tenure as president and expressing appreciation for her professionalism and care for the Park. Barnum acknowledged President Wallace, noting that he had known him for longer than anyone else in the room. He praised his career journey, from starting as a ranger at Grand Teton National Park to overseeing the National Park Service in Washington, D.C. He also commented on the Board's strong connection to the Park, expressing gratitude for their work and support.

Barnum then touched on the Airport's efforts to reduce its light footprint, stating that the Park greatly appreciates its commitment to preserving the night skies, a crucial aspect of the area's unique beauty. Barnum discussed the successful conservation of the Kelly parcel, which is now part of Grand Teton National Park. He expressed gratitude for the community's support and assistance from the state legislature and state land board in ensuring the parcel's preservation.

VI. 2024 YEAR-END FLY QUIET PRESENTATION: Elwood introduced Dan Reimer, the Airport's attorney, who explained the legal framework surrounding the Airport's operations and aircraft activities. Reimer addressed why the Airport does not simply impose direct restrictions on noisy aircraft or nighttime flights, emphasizing the role of positive reinforcement, recognition, and education. Reimer noted that one key legal principle is the federal government's exclusive jurisdiction over aircraft operations, meaning the Airport cannot dictate where or how planes fly. He clarified that while the Airport can engage in limited efforts like education, it cannot impose direct restrictions without Federal Aviation Administration (FAA) approval, which has not been granted since 1990. Reimer further discussed how the law restricts new noise or access limitations at the Airport, making it impossible for the Airport to adopt such measures without an act of Congress.



JACKSON HOLE AIRPORT

Ryk Dunkelberg and Paul Dunholter, the Airport's consultants, introduced the Fly Quiet program (the 'program'), which aims to reduce noise pollution from aircraft operating out of Jackson Hole Airport, particularly over Grand Teton National Park and the surrounding community.

Dunkelberg said the program encourages pilots to use quieter aircraft and adhere to flight procedures that minimize noise impacts. He advised that the program's primary goals include improving fleet quality by ensuring quieter aircraft, reducing high-noise events, improving voluntary curfew compliance, and encouraging efficient flight routes that avoid sensitive areas. Dunkelberg stated that the program recognizes operators using the quietest aircraft and those following new procedures to fly farther east of the Park, further reducing noise in critical areas.

Dunholter shared the results from the year-end analysis, which showed improvements over time, including increased use of quieter, newer aircraft (stage 5+), better compliance with flight procedures, and a reduction in curfew violations. Dunholter addressed a specific question about how life flights are treated in the curfew program, clarifying that they are tracked but not penalized. He discussed the noise contribution of general aviation (GA) versus commercial aircraft, noting that commercial aircraft contribute a larger share of the noise despite GA accounting for more operations. He provided further analysis of trends over time, showing significant improvements in reducing noise and curfew violations, especially in GA operations.

Dunholter noted that the program is showing positive trends, and ongoing efforts to communicate with operators are contributing to improvements in curfew compliance and noise reduction.

Dunkelberg closed with the 2025 program planned activities, which include, but are not limited to, promoting Top-Tier operators, continuing to work with Low-Tier operators to improve scores, contacting operators that continue to have curfew-hour operations, outreach to operators on their performance metrics, and promoting the program in national industry publications. He added that in 2025, some of the metric thresholds may be re-evaluated.

Foster provided feedback on the demand for hangar space at the FBO, advising that during the winter months, the demand exceeds availability. He noted that aircraft owners often decide whether to relocate to other airports, such as Driggs, Idaho Falls, Rock Springs, or leave their aircraft outside and face weather-related consequences. The Board requested further analysis of repositioning trends to aid in future planning.

VII. ACTION ITEMS

A. CONSENT AGENDA:

1. Approval of the Minutes - December 18, 2024 Regular Meeting



2. Official Depositories

Liebzeit moved approval of each of the consent agenda items A1 through A2. Brown seconded the motion, which passed unanimously.

B. FINANCIAL REPORTS: Anderson presented the financial report for July 1, 2024, through December 31, 2024. She stated income and expenses remain below budgeted projections, mainly due to fluctuations in fuel prices, but net revenues are still higher than expected. Anderson said they also received a portion of the governor's grant funds for the Deicing Pad project. Board members expressed satisfaction with the positive financial trends.

Brown moved acceptance of the financial reports for December 2025. Liebzeit seconded, which passed unanimously.

C. EIDE BAILLY TAX CONSULTING SERVICES – GEOTHERMAL ENERGY CREDITS: Anderson explained that the Airport has been making strategic geothermal investments to reduce its environmental footprint while upgrading its facilities. She reminded the Board that during discussions on bonds for the Hangar 3 GSE project, the possibility of tax credits for the geothermal system was considered. She stated that in March of the previous year, staff collaborated with Eide Bailly, the Airport's audit firm, to assess the feasibility of these credits. Anderson said following an initial review, Eide Bailly proposed a second phase of consulting services, costing up to \$130,000, including a site visit, a detailed project review, documentation of expenses, and IRS form completion.

McLaurin moved approval of the Consulting Service Agreement with Eide Bailly in the form presented in a not to exceed amount of \$130,000. Turley seconded the motion, which was passed unanimously.

D. LIGHTING MANAGEMENT PLAN FOR DARKSKY APPLICATION: Havel introduced the Lighting Management Plan for the Dark Sky application, focusing on achieving compliance with Dark Sky standards while maintaining necessary FAA safety requirements. He said the primary improvements center on landside parking areas and airport facilities, with approximately 70% of non-airfield lighting already compliant. Havel pointed out that these lighting updates coincided with the end of their useful life, making this transition cost-effective, as in-house staff managed the work without external contracts; enhancements include replacing fixtures, updating programming on lighting controls, and reducing unnecessary nighttime illumination. He stated that while FAA-required airfield lighting remains unchanged, additional considerations include the potential for solar-powered lighting in specific areas where practical.



JACKSON HOLE AIRPORT

Liebzeit moved adoption of the Lighting Management Plan to be included with the DarkSky Application in the form presented. Brown seconded the motion, which was passed unanimously.

VIII. DIRECTOR'S COMMENTS: Elwood presented the activity reports. He stated that general aviation (GA) operations were down 3.69%, and commercial operations were up 0.99% compared to the same month in 2023. He advised that December 2024 enplanements were 31,192, which decreased 1.78% from December 2023. Elwood said that load factors for December 2024 were down from December 2023 at 63.79%.

Havel provided an Operations and Maintenance update, Crook provided a Security update, and Elwood provided an FBO update.

Valsing introduced the Airport's new Environmental Manager, Jac Stelly. Dan Reimer, Airport Attorney, gave an overview of changes in the Transportation Industry with the new federal administration.

- IX. BOARD COMMENTS: The Board expressed their appreciation for the Fly Quiet program, emphasizing its role in demonstrating the Airport's commitment to Jackson Hole, the community, and Grand Teton National Park. Brown said that she was looking forward to Wallace's leadership as president.
- X. ADJOURN: Liebzeit motioned to adjourn the meeting at 10:59 AM. Turley seconded, which passed unanimously.

Rob Wallace, President

Ed Liebzeit, Secretary

JACK P.O. Box James P

JACKSON HOLE AIRPORT



MINUTES OF THE JACKSON HOLE AIRPORT SPECIAL MEETING

Date: March 5, 2025

BOARD PRESENT: Rob Wallace, Melissa Turley, and Valerie Brown were present in person in the Airport Board Room, and Bob McLaurin was present via Webex.

OTHERS PRESENT: Jim Elwood, Dustin Havel, Michelle Anderson, Aimee Crook, Craig Foster, Jordyn McDougall, Taylor Gemmel, Jac Stelly, Tony Cross, Anna Valsing, Jackson Hole Airport Board, and Arne Jorgenson, Mayor. Other individuals not individually documented were present in person or watched the meeting live through the Webex platform.

I. CALL TO ORDER: Board President Brown called the Board Meeting to order at 9:05 AM.

II. FY2025-2026 BUDGET WORKSHOP: Elwood advised the Board's established vision: "To be recognized as a leader delivering a positive and unique guest experience, an unwavering commitment to environmental stewardship, and a culture based on people helping people" is the basis for the budget.

Anderson provided an overview of the Budget process. Havel provided an overview of the completed capital improvement plan projects and the proposed capital improvement plan projects. Anderson gave a heads up of items that will be presented at future Board Meetings including revenues, expenses, and potential adjustments to the parking rates.

III. ADJOURN: Turley motioned to adjourn the special meeting at 10:15 AM. Brown seconded the motion, which passed unanimously.

Rob Wallace, President

Ed Liebzeit, Secretary



TWELFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

2025 On-Call Services

THIS TWELFTH AMENDMENT is to that certain On Call Environmental Consulting Services Agreement dated ("Agreement") between Mead & Hunt, Inc. ("Consultant") and the Jackson Hole Airport Board ("Board") is dated effective March 17, 2025.

WHEREAS, Board and Consultant entered into a Base Agreement for On Call Environmental Consulting Services ("Agreement") dated December 17, 2022, relating to consulting services to be provided by the Consultant with respect to the Jackson Hole Airport (the "Airport");

WHEREAS, Board and Consultant entered into a First Amendment to the Agreement, dated March 15, 2023, for project management, coordination and outreach, and implementation tasks; a Second Amendment to the Agreement, dated August 23, 2023, for the International Dark Sky Association Assessment; a Third Amendment to the Agreement, dated September 20, 2023 for the Biennial Report Update; a Fourth Amendment to the Agreement, dated November 8, 2023, for Airport Carbon Accreditation Support Services; a Fifth Amendment to the Agreement, dated February 21, 2024, for 2024 Environmental and Sustainability General On-Call Services; a Sixth Amendment to the Agreement, dated February 21, 2024, for Net Zero Roadmap; a Seventh Amendment to the Agreement, dated February 21, 2024, for General On-Call Environmental Consulting Services; an Eight Amendment to the Agreement, dated April 17, 2024 for Monitoring Well Abandonment, Repair and Installation; a Ninth Amendment to the Agreement, dated December 18, 2024, for Airport Carbon Accreditation Support Services; and an Eleventh Amendment to the Agreement, dated December 18, 2024, for Airport Carbon Accreditation Support Services; and an Eleventh Amendment to the Agreement, dated December 18, 2024, for Airport Carbon Accreditation Support Services; and an Eleventh Amendment to the Agreement, dated December 18, 2024, for PFAS Groundwater Monitoring 2025-2026.

WHEREAS, Board and Consultant now desire to enter into this Twelfth Amendment to the Agreement to provide consulting services as outlined in the 2025 Environmental and On-Call Scope of Work;

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

- 1. Consultant agrees to provide services in accordance with the Scope of Work which is annexed hereto as Exhibit A (the "Services"). The Services will be provided and completed in a prompt manner under the circumstances.
- 2. Compensation payable by the Board to the Consultant for the Services, including the work of all sub-consultants described therein, shall be as set forth in Exhibit A, and shall be in a not to exceed amount of Two Hundred and Twenty Three Thousand Seven Hundred Dollars (\$223,700).
- 3. This Amendment is entered into subject to all terms and conditions of the Agreement as previously amended, which Agreement shall remain in full force and effect except as expressly amended above.

SIGNATURES ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms, conditions and provisions stated above, as of the day and year first written above.

JACKSON HOLE AIRPORT BOARD

Attest:_____ Ed Liebzeit, Secretary By: _____ Rob Wallace, President

MEAD & HUNT INC.

By: ______ Ryk Dunkelberg, Vice President



Environmental and Sustainability On-call

Jackson Hole Airport Scope of Work

The following scope of work outlines a list of on-call environmental services for Jackson Hole Airport, through the existing end of term of the on-call agreement (December 13, 2025). Support services include tasks that will be used on an as-needed basis to support the Airport's environmental and sustainability efforts. They will be conducted based on direction from the Airport and charged on a time and expense basis.

These tasks include support tasks to manage and implement existing environmental and sustainability programs, develop new programs, and strategically plan for how the Airport can best live up to its values with regard to environmental stewardship, community support, financial and operational responsibility, and overall sustainability. These tasks will allow the team to support the Airport in unknown questions regarding environmental and sustainability issues and lay the groundwork for initiating detailed tasks in the future. On-call tasks allow for the flexibility of addressing questions that arise quickly and can help to facilitate consistency and a path forward.

Task 1. Project Management

Management of the consultant team comprises coordination, oversight, contracting, and administrative efforts associated with the Consultant Team, Jackson Hole Airport, and other stakeholders, as needed. Communication will be conducted between Mead & Hunt Team members, with Airport staff, and with other local, regional, and federal agencies and organizations, as needed. Weekly virtual calls will be held to facilitate ongoing discussion of environmental and sustainability direction from the Airport. Additional meetings (virtual or in person) will be scheduled to discuss specific environmental and sustainability issues, as needed.

Deliverables/Description:

- Management of the Consultant Team and Overall Contract
- Weekly virtual meetings with Airport staff
 - Additional management needs and (virtual or in person) meetings with Mead & Hunt Team, Airport staff, and/or other parties, as necessary

Task 2. Improving Environmental and Sustainability Programs

The Consultant will support airport staff, the Airport Board, and other stakeholders on maintaining existing work product/processes to manage programs, as well as tasks that will allow the airport to improve upon programs. Work product associated with this task may include updating the PFAS Management, Mitigation, and Remediation Plan; developing language for messaging; high-level analyses for environmental/sustainability planning efforts; and preparation for initiating new programs/task amendments. In effort to improve existing programs, the Consultant may perform benchmarking exercises with other airports; develop new ways to message information; collect and



organize additional data; and/or research regulations and innovative technologies for application at the Airport.

Deliverables/Description:

- Updates to the PFAS Management Plan
- Messaging and graphic support for ongoing programs
- Exploration of new environmental/sustainability planning efforts
- Preparation of new programs/task amendments
- Research regarding environmental and sustainability regulations, new technologies, or other sustainability/environmental issues, as directed by the Airport

Task 3. Coordination and Stakeholder Management

Task 3 involves on-call support regarding coordination and outreach relative to environmental and sustainability programming and goals of the Airport. This includes on-call hours to coordinate with stakeholders via meetings and presentations (whether virtual or in person), as well as development of materials to support coordination and outreach. Additionally, this task could also include responding to questions or comments from stakeholders or the public, developing meeting notes, strategic support for stakeholder engagement (i.e., PFAS investigation, noise program), and additional outreach or development of materials in support of meetings or other coordination needs.

Deliverables/Description:

- Coordination/meetings (Mead & Hunt Team, Airport staff, Town/County/Park/local organizations, FAA, peer airports, etc.)
- Development of materials needed to support coordination efforts
- Strategic support for outreach and engagement efforts

Environmental and Sustainability On-call Jackson Hole Airport Proposed Fee

| | | | | | | | | | | | | | | | | | | 1 | | 1 | | | | | | | | |
|---|----------|--------------|----------|--------------|----------|--------------|-----------|-------------|----------|--------------|---------|--------------|----------|-------------|----------|------------|----------|-------------|----------|-------------|----------|-------------|----------|--------------|----------|--------------|-------|------------|
| | Pri | incipal | Sr As | sociate | Projec | t Manager | Electrica | al Engineer | Sr En | w Planner | Mid | Planner | Jr F | lanner | GIS/Gra | phics Tech | Admir | nistrative | Tec | hnician | Sr F | Planner | Projec | t Manager | | CEO | Lat | or Totals |
| | Rate/Hr: | \$ 355 | Rate/Hr: | \$ 323 | Rate/Hr: | \$ 289 | Rate/Hr: | \$ 250 | Rate/Hr: | \$ 215 | Rate/Hr | \$204 | Rate/Hr: | \$153 | Rate/Hr: | \$185 | Rate/Hr: | \$ 125 | Rate/Hr: | \$ 100 | Rate/Hr: | \$ 120 | Rate/Hr: | \$ 191 | Rate/Hr: | \$ 301 | | |
| | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost | Hours | Cost |
| Task 1 – Project Management | 12 | \$ 4,260.00 | | \$ - | 60 | \$ 17,340.00 | | \$ - | 20 | \$ 4,300.00 | | \$ - | | \$ - | | \$ - | | \$ - | 10 | \$ 1,000.00 | | \$ - | 20 | \$ 3,820.00 | | \$ - | 122 | \$ 30,720 |
| Task 2- Improving Environmental/Sust Programs | 24 | \$ 8,520.00 | 36 | \$ 11,628.00 | 100 | \$ 28,900.00 | 10 | \$ 2,500.00 | 104 | \$ 22,360.00 | 90 | \$ 18,360.00 | 30 | \$ 4,590.00 | 36 | \$6,660.00 | 10 | \$ 1,250.00 | 34 | \$3,400.00 | 20 | \$2,400.00 | 32 | \$ 6,112.00 | 80 | \$ 24,080.00 | 606 | \$ 140,760 |
| Task 3 - Coordination and Stakeholder Management | 10 | \$ 3,550.00 | 10 | \$ 3,230.00 | 60 | \$ 17,340.00 | | \$ - | 20 | \$ 4,300.00 | 14 | \$ 2,856.00 | 10 | \$ 1,530.00 | | \$ - | 4 | \$ 500.00 | 30 | \$3,000.00 | 10 | \$ 1,200.00 | 14 | \$ 2,674.00 | 40 | \$ 12,040.00 | 222 | \$ 52,220 |
| TOTAL | 46 | \$ 16,330.00 | 46 | \$ 14,858.00 | 220 | \$ 63,580.00 | 10 | \$2,500.00 | 144 | \$ 30,960.00 | 104 | \$ 21,216.00 | 40 | \$ 6,120.00 | 36 | \$6,660.00 | 14 | \$ 1,750.00 | 74 | \$7,400.00 | 30 | \$ 3,600.00 | 66 | \$ 12,606.00 | 120 | \$ 36,120.00 | 950 | \$ 223,700 |
| | | | | | | , | | , | | , | | | | , | | | | | | , | | , | | , | .=- | | | |



U.S. Department of Transportation Federal Aviation Administration

SUPPLEMENTAL AGREEMENT NO. 1 TO FAA CONTRACT NO. 690EG4-19-L-00151

SUPPLEMENTAL AGREEMENT

DESCRIPTION or ADDRESS OF PREMISES:

JAC AWOS: Approximately 221 square feet of space on the first floor of the ATCT, located in room 106, for: storage, AWOS equipment space, and incidental work center administrative space, along with approximately 262 square feet of garage space on the 1st floor of the ATCT to store a Snowcat, which shall be related to the FAA's activities in support of Air Traffic operations.

THIS AGREEMENT, made and entered into this date by and between JACKSON HOLE AIRPORT BOARD hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, on September 22, 2020, Jackson Hole Airport Board and the Government entered into Lease No. 690EG4-19-L-00151; and

WHEREAS, said lease expires on September 30, 2025, and the Government has a continuing need to occupy the leased Premises; and

WHEREAS, in accordance with Clause 6.2.5 OPTION(S) TO EXTEND TERM, this Supplemental Agreement No. 1, serves as notification that the Government intends to exercise the option to extend the lease term for an additional five (5)-year period, beginning October 1, 2025, through September 30, 2030, at the rental rate of \$8,472.00 per annum established in Lease Agreement, Clause 6.2.6 CONSIDERATION; and

WHEREAS, the Government has requirement to add three (3) new clauses regarding prohibition of certain telecommunications and video surveillance services or equipment that includes Lessor shall complete the applicable Representations; and

WHEREAS, the Government has requirement to add three (3) new security clauses as protection for sensitive information in possession of FAA and that Lessor does not provide or use source prohibited in applicable FASCA orders; and

WHEREAS, the parties hereto desire to amend the above Lease effective as of October 1, 2025

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said real estate contract is amended, as follows:

Amend Clause 6.2.5 TERM and replace with the following:

6.2.5 TERM To have and to hold, for the term commencing on October 1, 2020, and continuing through September 30, 2030, inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

Add six (6) new Clauses under Article 9. SECURITY for compliance with statutory requirements as follows:

6.9.5 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

 (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 (ii) For reasons relating to regional stability or surreptitious listening.

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance)

to foreign atomic energy activities); (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal

Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone

company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or services as a substantial or essential component of any system, or services as a substantial or essential component of any system, or services as a substantial or essential component of any system, or services as a substantial or essential component of any system, or services as a substantial or essential component of any system, or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

6.9.5-1 Covered Telecommunications Equipment or Services- Representations (09/2021)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management

(SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ does, _____ does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

6.9.5-2 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021)

PROVISION/CLAUSE:

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or

essential component of any system, or as critical technology as part of any system. Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [] does, [] does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates "does".

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-If the Offeror has responded "will" in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

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

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

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

Federal Aviation Administration Supplemental Agreement, 01/2022 OMB CONTROL NO. 2120-0595 (2) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(3) For covered equipment

(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and

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

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
 (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

6.9.6 Cooperation with Defensive Counterintelligence Program Requirements (DCIP) (09/2021)

a. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.

b. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:

1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;

2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;

3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.

4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.

5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.

6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO or their designee if their employees observe any of the following-

a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;

b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition); c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or

d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:

i. Non-public information from an official FAA data network or information;

ii. Imagery;

iii. Technical specifications;

iv. Trade secrets;

v. Proprietary information;

vi. Sensitive Security Information (SSI); and

vii. Any other SUI

e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

Federal Aviation Administration Supplemental Agreement, 01/2022 OMB CONTROL NO. 2120-0595 If notification of the CO or their designee is not feasible owing to the CO and/or their designee being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.

7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:

a) Direct or indirect contact or communication with a known or suspected foreign or foreignaffiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties; b) Direct or indirect contact or communication with a known or suspected foreign or foreignaffiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;

c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);

d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;

e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;

f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;

g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;

h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and

i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.

c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.

d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

6.9.8 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (04/2024)

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures.

(1) The Offeror must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1 in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).

(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a "reasonable inquiry" (as defined in AMS Real Property Clause 6.9.8-1), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) Disclosures, below.

(e) Disclosures. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror must provide the following information as part of the offer: (1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description; and

(7) Reason why the applicable covered article or the product or service is being provided or used.

(f) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (e) Disclosures, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

6.9.8-1 Federal Acquisition Supply Chain Security Act Orders—Prohibition (04/2024)

(a) Definitions. As used in this clause-

Covered article, as defined in 41 U.S.C. 4713(k), means-

(1) "Information technology," as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) "Telecommunications equipment" or "telecommunications service," as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following-

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national

intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier. (b) Prohibition.

(1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes X No DHS FASCSA orders

Yes D No X DoD FASCSA orders

Yes 🗌 No X DNI FASCSA orders

(2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.

(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.

(5) Contractor request for waivers.

(i) Required disclosures. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item Description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor is required to:

(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and

(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer.

(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to

Federal Aviation Administration Supplemental Agreement, 01/2022 OMB CONTROL NO. 2120-0595 the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
(A) Any further available information about mitigation actions undertaken or recommended.
(B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service product or service produced or provided by a source by a source that is subject to an applicable FASCSA order.

(d) Removal. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.

(e) Subcontracts.

(1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
(2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

All other terms and conditions of the real estate contract shall remain in full force and effect.

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| IN WITNESS WHEREOF, the parties subscribed their names and dat Lessor | e. |
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| UNITED STATES OF AMERICA | |
| Christina M. Ritenour, Real Estate Contracting Officer | Date |
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March 13, 2025

Mr. James P. Elwood, AAE Executive Director/CEO Jackson Hole Airport 1250 E. Airport Road Jackson, WY 83001

Subject: Jackson Hole Airport Board (JHAB) Jackson Hole Airport Jackson Hole, Wyoming WYDOT Project No. AGMP40X/AJA013A JAC Airport 2025 Seal Coat & Mark Project

Schedule I - Runway Seal Coat & Marking Schedule II - Taxiway and Deice Pad Seal Coat & Marking Schedule III - Apron Marking Schedule IV - Landside Parking Lot Seal Coat & Marking Schedule V - Airport Entrance Road Chip Seal & Marking

Letter of Recommendation

Dear Mr. Elwood:

Bid proposals for the above referenced project were received and opened on Thursday, March 13, 2025 by the WYDOT Aeronautics at 10:00 a.m. local time. A total of four (4) formal bids were received for the Jackson Hole Airport specific work.

All of the bids were tabulated for mathematical correctness and the bids are summarized in the following table below. Please note, only the JAC Airport individual bids were included in this table even though this Project was bid out as a larger group Project with several other Wyoming airports. Per the basis of award, the lowest overall bidder for all Wyoming Airports participating in the group Project will be considered the low bidder regardless of the individual bids received for each respective airport participating in the Project. For this bid, the low bidder happened to be the low bidder for both the group Project as a whole as well as for JAC Airport.

| | Engineer's Estimate | American Road Maintenance | CR Contracting | Hi Lite Airfield Services | Straight Stripe Painting |
|-------------------------|---------------------|------------------------------|-----------------|---------------------------|--------------------------|
| Schedule I | \$ 453,700.93 | \$ 464,200.35 | \$ 631,506.65 | \$ 567,966.75 | \$ 447,849.10 |
| Schedule II | \$ 320,363.08 | \$ 357,217.00 | \$ 452,043.50 | \$ 385,977.00 | \$ 354,576.45 |
| Schedule III | \$ 37,141.72 | \$ 30,118.40 | \$ 123,936.00 | \$ 42,312.00 | \$ 32,302.80 |
| Schedule IV | \$ 158,469.30 | \$ 172,321.60 | \$ 269,651.00 | \$ 177,388.00 | \$ 169,077.20 |
| Schedule V | \$ 176,084.70 | \$ 132,271.40 | \$ 227,714.00 | \$ 302,654.00 | \$ 264,066.30 |
| Total (JAC Only) | \$ 1,145,759.73 | \$ 1,156,128.75 | \$ 1,704,851.15 | \$ 1,476,297.75 | \$ 1,267,871.85 |
| Total (All Airports) | N/A | \$ 3,610,447.45 | \$ 5,849,398.15 | \$ 5,207,203.55 | \$ 3,727,797.55 |

Woolpert, Inc. P.O. Box 10789 Jackson, WY 83002 307.699.2460 March 13, 2025

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Based on the information provided by the bidders, we recommend that the Jackson Hole Airport award Schedules I-V to American Road Maintenance in the amount of \$1,156,128.75.

Our office, along with WYDOT Aeronautics, has reviewed the bid proposal for compliance with the Instruction to Bidders. All bidders submitted the required forms, including the Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, and Bid Proposal. All bidders also submitted evidence of competency to perform the work. None of the bidders are registered as a Wyoming Resident and therefore the Wyoming Preference was not applied.

We have reviewed the qualifications of each bidder and consider each contractor capable of completing the work outlined in this Project. American Road's bid of \$1,156,128.75 (for JAC only) is approximately 0.9% higher than the Engineer's Estimate and approximately 9.7% lower than the bid received from the next lowest bidder, Straight Stripe Painting.

Advertisements for bids were placed in the Casper Star-Tribune on February 20, 2025, February 27, 2025, and March 6, 2025.

Lastly, American Road Maintenance was vetted against the General Services Administration Excluded Parties List System, and no records were found.

The following documents have been enclosed for your records:

Planholder's List Tabulation of Bids

Contractor's Original Proposals (sent via a shared folder due to large document size)

If you need additional information, please feel free to contact us.

Sincerely,

Stuart Schiff Project Engineer and Construction Manager

cc:

Michelle Anderson, JAC Airport Assistant Director - CFO Dustin Havel, JAC Airport Assistant Director - COO Anna Valsing - CoS Melissa Palka, WYDOT Aeronautics Dan Reimer, JAC Airport Attorney JD Ingram, Woolpert Project Director Paul Fiore, Woolpert Project Manager

> Woolpert, Inc. P.O. Box 10789 Jackson, WY 83002 307.699.2460

| 1 | | NOTICE OF | FAWARD |
|----------|------------|--|---|
| 2 | | | |
| 3 | | | |
| 4 | DATE: | March 17, 2025 | |
| 5 | | | |
| 6 | | | |
| 7 | TO: | Knife River Corporation – Mountain West | |
| 8 | | 5450 W. Gowen Road | |
| 9 | | Boise, ID 83709 | |
| 10 | | | |
| 11 12 | | Hole Airport Board, having considered the Cont Hole Airport, AIP Project No. 3-56-0014-083-20 | ract Proposals submitted for improvements to the 024 / WYDOT Project No. AJA024D, and it |
| 13 | | | Four Hundred Ninety-Seven Thousand Eight |
| 14 | | | 197,887.50) for Deice Pad and Collection System |
| 15 | | | fair, equitable and in the best interest of the Jackson |
| 16 | | 1 0 | e performed, the said Contract Proposal is hereby |
| 17 | accepted | at the bid prices (based on unit prices and estim | ated quantities) contained therein. |
| 18 | In accord | dance with the torms of the Contract Degume | nts, you are required to execute the formal Contract |
| 19 20 | | | and Payment Bond within 30 consecutive calendar |
| 20 | | n and including the date of this notice. | and rayment bolid within 50 consecutive calendar |
| 22 | uays 1101. | if and including the date of this house. | |
| 23 | The Bid | Bond submitted with your Contract Proposa | l will be returned upon execution of the Contract |
| 24 | | | and Payment Bond. In the event that you should fail |
| 25 | | | formance Bond and Payment Bond, within the time |
| 26 | | , the Bid Bond will be forfeited to the Owner Ai | |
| 27 | 1 | | r · · · · · |
| 28 | This Awa | ard is subject to the concurrence of the Federal | Aviation Administration. |
| 29 | | | |
| 30 | | | |
| 31 | | | Jackson Hole Airport Board |
| 32 | | | Jackson, Wyoming |
| 33 | | | |
| 34 | | | |
| 35 | | By: | |
| 36 | | | Contract Authorized Representative |
| 37 39 | | | |
| 38 39 | | | Name and Title |
| 40 | | | Tvanic and Thic |
| 41 | | | |
| 42 | | $\overline{\mathbf{v}}$ | Date |
| 43 | | | |
| | | | |

| | P | ASSENGE | RS ENPLAN | ED | P | ASSENGEI | RS DEPLAN | ED | AIRCRAFT LANDINGS | | | | | |
|----------------|-----------------------|-----------------------|----------------|-----------------|-----------------------|-----------------------|-----------|-----------------|-----------------------|-----------------------|----------------|-----------------|--|--|
| JANUARY 2025 | THIS MONTH 2025 | THIS MONTH 2024 | CURRENT YTD | PREVIOUS YTD | THIS MONTH 2025 | THIS MONTH 2024 | | PREVIOUS YTD | THIS MONTH 2025 | THIS MONTH 2024 | CURRENT YTD | PREVIOUS YTD | | |
| ALASKA | 1,666 | 2,612 | 1,666 | 2,612 | 1,504 | 2,090 | 1,504 | 2,090 | 42 | 53 | 42 | 53 | | |
| AMERICAN | 9,173 | 9,303 | 9,173 | 9,303 | 8,530 | 7,191 | 8,530 | 7,191 | 109 | 114 | 109 | 114 | | |
| DELTA | 12,900 | 12,940 | 12,900 | 12,940 | 11,353 | 11,884 | 11,353 | 11,884 | 143 | 129 | 143 | 129 | | |
| UNITED | 23,741 | 22,133 | 23,741 | 22,133 | 21,196 | 20,038 | 21,196 | 20,038 | 294 | 251 | 294 | 251 | | |
| TOTALS | 47,480 | 46,988 | 47,480 | 46,988 | 42,583 | 41,203 | 42,583 | 41,203 | 588 | 547 | 588 | 547 | | |
| PERCENT CHANGE | 1.0 | 5% | 1.0 |)5% | 3.3 | 5% | 3.: | 35% | 7.5 | 0% | 7. | 50% | | |

| | 1 | 1 | 1 | | | | REPORT | | | A | | 0.00 | NGY | | |
|---|-------------------|--------------------------|-----------------------------------|-----|-----|-----|----------|-----|----------|-----|-----|------|-----|----------|-----------------|
| | | ENPLANED | JAN 1,666 | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | ОСТ | NOV | DEC | TOTALS 1,666 |
| ALASKA | ER7 | FLIGHTS | 42 | | | | | | | | | | | | 42 |
| (SkyWest) | 76 | AVG. ENPL/FLT | 39.67 | - | - | - | - | - | - I | - I | - I | - | - | - | 39.67 |
| | PASSENGERS | LOAD FACTOR | 52% | - | - | - | - | - | <u> </u> | - | - | - | - | - | 52% |
| - | | ENPLANED | 0 | | | | | | | | | | | | 0 |
| ALASKA | 737-700 | FLIGHTS | 0 | | | | | | | | | | | | 0 |
| | 124 | AVG. ENPL/FLT | · · | - | - | - | - | - | - | - | - | - | - | - | |
| | PASSENGERS | LOAD FACTOR ENPLANED | - 0 | - | - | - | - | - | - | - | - | - | - | - | - 0 |
| | 737-800 | FLIGHTS | l õ | | | | | | | | | | | | ő |
| ALASKA | 147 | AVG. ENPL/FLT | | - | - I | - | l . | | l . | - | - | - | - | - I | |
| | PASSENGERS | LOAD FACTOR | l . | - | - | - | - | - | - I | - | - | - | - | - | - I |
| | | ENPLANED | 8,258 | | | | | | | | | | | | 8,258 |
| AMERICAN | 319 | FLIGHTS | 86 | | | | | | | | | | | | 86 |
| AmentoAn | 128 | AVG. ENPL/FLT | 96.02 | - | - | - | - | - | - | - | | - | - | - | 96.02 |
| | PASSENGERS | LOAD FACTOR | 75% | - | - | - | - | - | - | • | - | - | - | • | 75% |
| | 757-200 | ENPLANED FLIGHTS | 2,882 21 | | | | | | | | | | | | 2,882 21 |
| DELTA | 199 | AVG. ENPL/FLT | 137.24 | - | - I | | - I | | I . | | | | | - | 137.24 |
| | PASSENGERS | LOAD FACTOR | 69% | - | - | - | - | - | | | - | - | - | - | 69% |
| | | ENPLANED | 8,510 | | | | | | | | | | | | 8,510 |
| DELTA | AIR BUS 319 | FLIGHTS | 78 | | | | | | | | | | | | 78 |
| DELIA | 132 | AVG. ENPL/FLT | 109.10 | - | - | - | - | | | - | - | - | - | - | 109.10 |
| | PASSENGERS | LOAD FACTOR | 83% | - | - | - | <u> </u> | · · | | - | | · · | - | - | 83% |
| | | ENPLANED | 792 | | | | | | | | | | | | 792 |
| UNITED (Skywest) | ER7 (E75) 70 | FLIGHTS AVG. ENPL/FLT | 13 60.92 | | . I | | . I | | | | | | | - | 13 60.92 |
| (Skywest) | PASSENGERS | LOAD FACTOR | 87% | | | | | | 1 : | | | | | | 87% |
| | AUGENOENU | ENPLANED | 2,491 | _ | _ | _ | _ | | _ | _ | _ | | - | _ | 2,491 |
| UNITED | ER7 | FLIGHTS | 50 | | | | | | | | | | | | 50 |
| (Skywest) | 76 | AVG. ENPL/FLT | 49.82 | - | - 1 | - | - | | - | - | - | - | - | - | 49.82 |
| | PASSENGERS | LOAD FACTOR | 66% | - | - | - | - | - | - | - | - | - | - | - | 66% |
| | | ENPLANED | 1,437 | | | | | | | | | | | | 1,437 |
| DELTA | ER7 (ES4) 70 | FLIGHTS AVG. ENPL/FLT | 43 | | | | | | | | | | | | 43 |
| (Skywest) | PASSENGERS | LOAD FACTOR | 33.42 48% | - | | - | | | | | | - | | - | 33.42 48% |
| | AUGENOEKU | ENPLANED | 71 | - | | ~ | | - | | - | - | - | - | - | 71 |
| DELTA | ER7 (ES5) | FLIGHTS | 1 | | | | | | | | | | | | 1 |
| (Skywest) | 76 | AVG. ENPL/FLT | 71.00 | - | - 1 | - | - | - | - | - | - | - | - | - | 71.00 |
| | PASSENGERS | LOAD FACTOR | 93% | - | - | - | - | - | - | - | - | - | - | - | 93% |
| | | ENPLANED | 915 | | | | | | | | | | | | 915 |
| AMERICAN | CRJ 700 | FLIGHTS | 23 | | | | | | | | | | | | 23 |
| (Skywest) | 65 PASSENGERS | AVG. ENPL/FLT | 39.78 61% | - | - | | - | | | - | - | - | | - | 39.78 |
| | PASSENGERS | LOAD FACTOR ENPLANED | 5,363 | - | | - | | • | | - | - | - | - | - | 61% 5,363 |
| | AIR BUS A319 | FLIGHTS | 63 | | | | | | - | | | | | | 63 |
| UNITED AIRLINES | 126 | AVG. ENPL/FLT | 85.13 | - | - | - | - | - | - | - | - | - | - | - | 85.13 |
| | PASSENGERS | LOAD FACTOR | 68% | - | - | - | - | | <u> </u> | - | | - | - | - | 68% |
| | | ENPLANED | 6,440 | | | | | | | | | | | | 6,440 |
| UNITED AIRLINES | AIR BUS A320 | FLIGHTS AVG. ENPL/FLT | 66 97 58 | | | | | | | | | | | | 66 |
| | 150 PASSENGERS | LOAD FACTOR | 97.58 65% | - | | - | | | | - | | | | - | 97.58 65% |
| | AUGENGENS | ENPLANED | 8,655 | | | | | - | <u> </u> | - | - | | - | <u> </u> | 8,655 |
| UNITED AIRLINES | 737-700 | FLIGHTS | 102 | | | | | | | | | | | | 102 |
| UNITED AIRLINES | 126 | AVG. ENPL/FLT | 84.85 | - | - | - | - 1 | • | - | - | - | - | - | - | 84.85 |
| otol Englements | PASSENGERS | LOAD FACTOR | 67% | - | - | | - | - | <u> </u> | - | - | | - | - | 67% |
| | | | | | | | | | | | | | | | 47,480 |
| | | | | | | | | | | | | | | | 68,656 588 |
| | | | | | | | | | | | | | _ | | 69.16% |
| Total Enplanements Total Seats Total Flights Total Load Factor | | | 47,480 68,656 588 69,16% | | - | - | - | - | - | - | - | - | - | - | 47 68 5 |

| | 20 | 22 | 20 | 23 | 20 | 24 | 20 | 25 |
|-------|---------|---------|---------|---------|---------|---------|--------|--------|
| | ENP | DEP | ENP | DEP | ENP | DEP | ENP | DEP |
| JAN | 44,543 | 40,365 | 46,543 | 40,922 | 46,988 | 41,203 | 47,480 | 42,583 |
| FEB | 45,055 | 45,793 | 45,735 | 46,390 | 47,027 | 48,833 | 0 | 0 |
| MAR | 53,990 | 47,033 | 50,621 | 45,361 | 51,565 | 45,313 | 0 | 0 |
| APR | 8,492 | 7,915 | 20,551 | 19,320 | 21,463 | 20,847 | 0 | 0 |
| MAY | 0 | 0 | 22,559 | 26,039 | 27,870 | 33,630 | 0 | 0 |
| JUN | 2,788 | 6,027 | 54,283 | 59,855 | 57,482 | 62,492 | 0 | 0 |
| JUL | 59,565 | 63,560 | 64,100 | 64,861 | 64,522 | 66,328 | 0 | 0 |
| AUG | 63,140 | 60,029 | 65,164 | 63,209 | 67,127 | 66,247 | 0 | 0 |
| SEP | 52,676 | 50,536 | 51,936 | 49,081 | 55,666 | 51,327 | 0 | 0 |
| ост | 27,010 | 22,539 | 29,818 | 28,739 | 37,948 | 31,394 | 0 | 0 |
| NOV | 16,986 | 16,880 | 17,675 | 17,335 | 18,442 | 17,809 | 0 | 0 |
| DEC | 31,448 | 41,587 | 31,757 | 41,158 | 31,192 | 42,461 | 0 | 0 |
| TOTAL | 405,693 | 402,264 | 500,742 | 502,270 | 527,292 | 527,884 | 47,480 | 42,583 |

ENPLANEMENT/DEPLANEMENT SUMMARY

2024 Tower Operations

| | COMMERCIAL | GENERAL AVIATION | MILITARY | TOWER TOTALS | |
|--------|------------|---------------------|----------|-----------------|---|
| | | | | | |
| JAN | 1185 | 2008 | 27 | 3,220 | |
| FEB | | | | - | |
| MAR | | | | - | |
| APR | | | | - | |
| MAY | | | | - | |
| JUNE | | | | - | |
| JULY | | | | - | |
| AUG | | | | - | |
| SEPT | | | | - | |
| ОСТ | | | | | ľ |
| NOV | | | | - |] |
| DEC | | | | - |] |
| TOTALS | 1185 | 2008 | 27 | 3220 | |

*These numbers do not include aircraft prior to 0700 or after 2100.

| | | | %Change | 2024 | | | | %Change | 2024 | | | | %Change | 2024 |
|--------|--------|-------|---------|--------|------------|--------|-------|---------|--------|---------|--------|-------|---------|--------|
| | | | Month | YTD % | | | | Month | YTD % | | | | Month | YTD % |
| GA | 2024 | 2025 | 2024 | Change | Commercial | 2024 | 2025 | 2024 | Change | Overall | 2024 | 2025 | 2024 | Change |
| JAN | 1,757 | 2,035 | 15.8% | 15.8% | JAN | 1,066 | 1,185 | 11.2% | 11.2% | JAN | 2,823 | 3,220 | 14.1% | 14.1% |
| FEB | 1,667 | - | | | FEB | 1,034 | - | | | FEB | 2,701 | - | | |
| MAR | 1,604 | - | | | MAR | 1,004 | - | | | MAR | 2,608 | - | | |
| APR | 769 | - | | | APR | 460 | - | | | APR | 1,229 | - | | |
| MAY | 1,294 | - | | | MAY | 610 | - | | | MAY | 1,904 | - | | |
| JUNE | 2,383 | - | | | JUNE | 1081 | - | | | JUNE | 3,464 | - | | |
| JULY | 2,809 | - | | | JULY | 1240 | - | | | JULY | 4,049 | - | | |
| AUG | 3,205 | - | | | AUG | 1270 | - | | | AUG | 4,475 | - | | |
| SEPT | 2,363 | - | | | SEPT | 994 | - | | | SEPT | 3,357 | - | | |
| ОСТ | 1,799 | - | | | ОСТ | 769 | - | | | ОСТ | 2,568 | - | | |
| NOV | 933 | - | | | NOV | 456 | - | | | NOV | 1,389 | - | | |
| DEC | 1,616 | - | | | DEC | 816 | 1 | | | DEC | 2,432 | - | | |
| TOTALS | 22,199 | | | | TOTALS | 10,800 | | | | TOTALS | 32,999 | | | |

JH Airport 2023 vs 2024 GA and Commercial Activity*

*These numbers do not include aircraft prior to 0700 or after 2100.

| | | 1 | 1 | | | FACTOR | | | | | | 0.07 | Nev | 550 | TOTO |
|---|--|---|--|--|-----|------------|-----|------------------|-------------|-------------|-----|------|-----|-----|---|
| | | | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | ОСТ | NOV | DEC | TOTAL |
| | | ENPLANED | 1,666 | 1,808 | | | | | | | | | | | 3,474 |
| ALASKA | ER7 | FLIGHTS | 42 | 38 | | | | | | | | | | | 80 |
| (SkyWest) | 76 | AVG. ENPL/FLT | 39.67 | 47.58 | - | - I | - | - | - | - | - | - | - | - | 43.43 |
| | PASSENGERS | LOAD FACTOR | 52% | 63% | | | | | | | | | | | 57% |
| | PASSENGERS | | | | - | • | - | - | - | - | | - | - | - | |
| | | ENPLANED | 0 | 0 | | | | | | | | | | | 0 |
| ALASKA | 737-700 | FLIGHTS | 0 | 0 | | | | | | | | | | | 0 |
| ALASKA | 124 | AVG. ENPL/FLT | | - | - | - | - | - | - | - | | - | - | - | - |
| | PASSENGERS | LOAD FACTOR | I . | I . | | | - | | | | | - I | | | I . |
| | ADDENDEND | ENPLANED | 0 | 0 | _ | _ | _ | - | - | _ | - | - | _ | _ | 0 |
| | | | | - | | | | | | | | | | | |
| ALASKA | 737-800 | FLIGHTS | 0 | 0 | | | | | | | | | | | 0 |
| | 147 | AVG. ENPL/FLT | | - 1 | - | - | - | - | - | - | - 1 | - | - | - | - |
| | PASSENGERS | LOAD FACTOR | I . | | | | | | | | | I . | | | l . |
| | | ENPLANED | 8,258 | 8,347 | | | | | | | | | | | 16,60 |
| | | | | | | | | | | | | | | | |
| AMERICAN | 319 | FLIGHTS | 86 | 79 | | | | | | | | | | | 165 |
| / | 128 | AVG. ENPL/FLT | 96.02 | 105.66 | - | - | - | - | - | - | | - | - | - | 100.6 |
| | PASSENGERS | LOAD FACTOR | 75% | 83% | - | - | - | - | - | - | - | - | - | - | 79% |
| | | ENPLANED | 2,882 | 3,211 | | 1 | 1 | 1 | | A | | 1 | | | 6,093 |
| | 757-200 | FLIGHTS | 2,002 | 23 | | 1 | 1 | 1 | | | | 1 | 1 | 1 | 44 |
| DELTA | | | | | | | | 1 | | | | | | | |
| | 199 | AVG. ENPL/FLT | 137.24 | 139.61 | - | - | - | | - | - | - | - 1 | - | - | 138.4 |
| | PASSENGERS | LOAD FACTOR | 69% | 70% | - | - <u>-</u> | - | - | - | - | · · | - | - | - | 70% |
| | | ENPLANED | 8,510 | 6,951 | | | | | | | | | | | 15,46 |
| | AIR BUS 319 | FLIGHTS | 78 | 65 | | | | 1 | | | | | | | 143 |
| DELTA | 132 | AVG. ENPL/FLT | 109.10 | 106.94 | | | l . | | | | | | | | 108.1 |
| | | | | | - | - | - | - | | - | - | - | - | | |
| | PASSENGERS | LOAD FACTOR | 83% | 81% | - | - | - | - | - | - | - | - | - | - | 82% |
| | | ENPLANED | 792 | 1,165 | | | | | | | | | | | 1,957 |
| UNITED | ER7 (E75)(E7T) | FLIGHTS | 13 | 22 | | | | | | | | | | | 35 |
| (Skywest) | 70 | AVG. ENPL/FLT | 60.92 | 52.95 | | | | | | _ | | | | | 55.91 |
| | | | | | - | - | - | - | - | - | - | | - | - | |
| | PASSENGERS | LOAD FACTOR | 87% | 76% | - | - | - | - | - | - | - | - | - | - | 80% |
| | | ENPLANED | 2,491 | 1,564 | | | | | | | | | | | 4,055 |
| UNITED | ER7 | FLIGHTS | 50 | 30 | | | | | | | | | | | 80 |
| (Skywest) | 76 | AVG. ENPL/FLT | 49.82 | 52.13 | - | - | - | - | - | - | - | | - | - | 50.69 |
| | PASSENGERS | LOAD FACTOR | 66% | 69% | - | | | | | | | | _ | | 67% |
| | AUGENOLING | ENPLANED | 1,437 | 1,803 | - | | - | - | | | | | - | - | 3,240 |
| | | | | | | | | | | | | | | | |
| | ER7 (ES4) | FLIGHTS | 43 | 44 | | | | | | | | | | | 87 |
| (Skywest) | 70 | AVG. ENPL/FLT | 33.42 | 40.98 | - | - | - | - | - | - | - | - | - | - | 37.24 |
| | PASSENGERS | LOAD FACTOR | 48% | 59% | - | - | - | - | - | - | - | - | - | - | 53% |
| | | ENPLANED | 71 | 89 | | | | | | | | | | | 160 |
| DELTA | | FLIGHTS | | | | - | | | | | | | | | 3 |
| | ER7 (ES5) | | | 2 | | | | | | | | | | | |
| (Skywest) | 76 | AVG. ENPL/FLT | 71.00 | 44.50 | - | - | | - | - | - | - 1 | - | - | - | 53.33 |
| | PASSENGERS | LOAD FACTOR | 93% | 59% | - | | - | - | - | - | - | - | - | - | 70% |
| | | ENPLANED | 915 | 863 | | | | | | | | | | | 1,778 |
| AMERICAN | CRJ 700 | FLIGHTS | 23 | 22 | | | | | | | | | | | 45 |
| (Skywest) | 65 | AVG. ENPL/FLT | 39.78 | 39.23 | - | | | | | | | I . | | | 39.5 |
| | | | | | - | | | | | | · · | · · | - | | |
| | PASSENGERS | LOAD FACTOR | 61% | 60% | - | - | - | | - | - | - | | - | - | 61% |
| | 1 | ENPLANED | 5,363 | 4,356 | | | | r – | | 1 | I | 1 | 1 | 1 | 9,719 |
| 1 | | FLIGHTS | 63 | 45 | | | | 1 | | | | | | | 108 |
| | AIR BUS A319 | | | | - | - | - | | | - | - | I - | - | - | 89.99 |
| UNITED AIRLINES | | | 85.13 | 96.80 | | | | | _ | _ | Ι. | | _ | | 71% |
| | 126 | AVG. ENPL/FLT | 85.13 68% | 96.80 77% | | | | | | | | | - | - | |
| | | AVG. ENPL/FLT LOAD FACTOR | 68% | 77% | • | • | - | - | - | | | | | | |
| | 126 PASSENGERS | AVG. ENPL/FLT LOAD FACTOR ENPLANED | 68% 6,440 | 77% 9,013 | | - | | | | | | | | | |
| | 126 PASSENGERS AIR BUS A320 | AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS | 68% 6,440 66 | 77% 9,013 78 | | | - | | - | | | | | | 144 |
| JNITED AIRLINES | 126 PASSENGERS AIR BUS A320 150 | AVG. ENPL/FLT LOAD FACTOR ENPLANED | 68% 6,440 | 77% 9,013 | | | | | - | - | - | | - | - | 144 |
| JNITED AIRLINES | 126 PASSENGERS AIR BUS A320 | AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS | 68% 6,440 66 | 77% 9,013 78 | | | | - | - | - | - | - | - | - | 144 107.3 |
| JNITED AIRLINES | 126 PASSENGERS AIR BUS A320 150 | AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT LOAD FACTOR | 68% 6,440 66 97.58 65% | 77% 9,013 78 115.55 77% | | | · | - | - | - | | | - | - | 144 107.3 72% |
| UNITED AIRLINES | 126 PASSENGERS AIR BUS A320 150 PASSENGERS | AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT LOAD FACTOR ENPLANED | 68% 6,440 66 97.58 65% 8,655 | 77% 9,013 78 115.55 77% 8,331 | | | | - - - | - | - | | : | - | : | 144 107.3 72% 16,98 |
| UNITED AIRLINES | 126 PASSENGERS AIR BUS A320 150 PASSENGERS 737-700 | AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS | 68% 6,440 66 97.58 65% 8,655 102 | 77% 9,013 78 115.55 77% 8,331 91 | | : | | - - - | - - - | - | : | - | | | 144 107.3 72% 16,98 193 |
| JNITED AIRLINES | 126 PASSENGERS AIR BUS A320 150 PASSENGERS 737-700 126 | AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT | 68% 6,440 66 97.58 65% 8,655 102 84.85 | 77% 9,013 78 115.55 77% 8,331 91 91.55 | | | | - | - | - | | | - | - | 144 107.3 72% 16,98 193 88.0 |
| UNITED AIRLINES | 126 PASSENGERS AIR BUS A320 150 PASSENGERS 737-700 | AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS | 68% 6,440 66 97.58 65% 8,655 102 84.85 67% | 77% 9,013 78 115.55 77% 8,331 91 | | : | | - | | - | - | - | | | 144 107.3 72% 16,98 193 88.0 |
| UNITED AIRLINES | 126 PASSENGERS AIR BUS A320 150 PASSENGERS 737-700 126 | AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT | 68% 6,440 66 97.58 65% 8,655 102 84.85 67% | 77% 9,013 78 115.55 77% 8,331 91 91.55 | | : | | - - - - | - - - | - | - | - | | | 15,45 144 107.3 72% 16,98 193 88.01 70% 94,98 |
| JNITED AIRLINES JNITED AIRLINES Ital Enplanements | 126 PASSENGERS AIR BUS A320 150 PASSENGERS 737-700 126 | AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT | 68% 6,440 66 97.58 65% 8,655 102 84.85 67% 47,480 | 77% 9,013 78 115.55 77% 8,331 91 91.55 73% 47,501 | | : | | - | · · · | - | - | - | | | 144 107.3 72% 16,98 193 88.0 70% 94,98 |
| JNITED AIRLINES | 126 PASSENGERS AIR BUS A320 150 PASSENGERS 737-700 126 | AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT LOAD FACTOR ENPLANED FLIGHTS AVG. ENPL/FLT | 68% 6,440 66 97.58 65% 8,655 102 84.85 67% | 77% 9,013 78 115.55 77% 8,331 91 91.55 73% | | : | | - - - | · · | - - - | | - | | | 144 107.3 72% 16,98 193 88.0 70% |

| February 2025 | PASSENGERS ENPLANED | | | | PASSENGERS DEPLANED | | | | AIRCRAFT LANDINGS | | | |
|----------------|-----------------------|-----------------------|----------------|-----------------|-----------------------|-----------------------|--------|-----------------|-----------------------|-----------------------|----------------|-----------------|
| | THIS MONTH 2025 | THIS MONTH 2024 | CURRENT YTD | PREVIOUS YTD | THIS MONTH 2025 | THIS MONTH 2024 | | PREVIOUS YTD | THIS MONTH 2025 | THIS MONTH 2024 | CURRENT YTD | PREVIOUS YTD |
| ALASKA | 1,808 | 2,895 | 3,474 | 5,507 | 1,916 | 2,817 | 3,420 | 4,907 | 38 | 54 | 80 | 107 |
| AMERICAN | 9,210 | 9,548 | 18,383 | 18,851 | 9,091 | 9,394 | 17,621 | 16,585 | 101 | 109 | 210 | 223 |
| DELTA | 12,054 | 12,227 | 24,954 | 25,167 | 12,746 | 13,107 | 24,099 | 24,991 | 134 | 120 | 277 | 249 |
| UNITED | 24,429 | 22,357 | 48,170 | 44,490 | 24,258 | 23,515 | 45,454 | 43,553 | 266 | 234 | 560 | 485 |
| TOTALS | 47,501 | 47,027 | 94,981 | 94,015 | 48,011 | 48,833 | 90,594 | 90,036 | 539 | 517 | 1,127 | 1,064 |
| PERCENT CHANGE | 1.01% | | 1.0 | 03% | -1.68% | | 0.62% | | 4.26% | | 5.92% | |

| | 20 | 22 | 20 | 23 | 20 | 24 | 2025 | | |
|-------|---------|---------|---------|---------|---------|---------|--------|--------|--|
| | ENP | DEP | ENP | DEP | ENP | DEP | ENP | DEP | |
| JAN | 44,543 | 40,365 | 46,543 | 40,922 | 46,988 | 41,203 | 47,480 | 42,583 | |
| FEB | 45,055 | 45,793 | 45,735 | 46,390 | 47,027 | 48,833 | 47,501 | 48,011 | |
| MAR | 53,990 | 47,033 | 50,621 | 45,361 | 51,565 | 45,313 | 0 | 0 | |
| APR | 8,492 | 7,915 | 20,551 | 19,320 | 21,463 | 20,847 | 0 | 0 | |
| MAY | 0 | 0 | 22,559 | 26,039 | 27,870 | 33,630 | 0 | 0 | |
| JUN | 2,788 | 6,027 | 54,283 | 59,855 | 57,482 | 62,492 | 0 | 0 | |
| JUL | 59,565 | 63,560 | 64,100 | 64,861 | 64,522 | 66,328 | 0 | 0 | |
| AUG | 63,140 | 60,029 | 65,164 | 63,209 | 67,127 | 66,247 | 0 | 0 | |
| SEP | 52,676 | 50,536 | 51,936 | 49,081 | 55,666 | 51,327 | 0 | 0 | |
| ост | 27,010 | 22,539 | 29,818 | 28,739 | 37,948 | 31,394 | 0 | 0 | |
| NOV | 16,986 | 16,880 | 17,675 | 17,335 | 18,442 | 17,809 | 0 | 0 | |
| DEC | 31,448 | 41,587 | 31,757 | 41,158 | 31,192 | 42,461 | 0 | 0 | |
| TOTAL | 405,693 | 402,264 | 500,742 | 502,270 | 527,292 | 527,884 | 94,981 | 90,594 | |

ENPLANEMENT/DEPLANEMENT SUMMARY

2024 Tower Operations

| | COMMERCIAL | GENERAL AVIATION | MILITARY | TOWER TOTALS |
|--------|------------|---------------------|----------|-----------------|
| | | | | |
| JAN | 1185 | 2008 | 27 | 3,220 |
| FEB | 1068 | 1788 | 12 | 2,868 |
| MAR | | | | - |
| APR | | | | - |
| MAY | | | | - |
| JUNE | | | | - |
| JULY | | | | - |
| AUG | | | | - |
| SEPT | | | | - |
| ОСТ | | | | |
| NOV | | | | - |
| DEC | | | | - |
| TOTALS | 2253 | 3796 | 39 | 6088 |

*These numbers do not include aircraft prior to 0700 or after 2100.

| | | | %Change Month | 2024 YTD % | | | | %Change Month | 2024 YTD % | | | | %Change Month | 2024 YTD % |
|--------|--------|-------|------------------|---------------|------------|--------|-------|------------------|---------------|---------|--------|-------|------------------|---------------|
| GA | 2024 | 2025 | 2024 | Change | Commercial | 2024 | 2025 | 2024 | Change | Overall | 2024 | 2025 | 2024 | Change |
| JAN | 1,757 | 2,035 | 15.8% | 15.8% | JAN | 1,066 | 1,185 | 11.2% | 11.2% | JAN | 2,823 | 3,220 | 14.1% | 14.1% |
| FEB | 1,667 | 1,800 | 7.98% | 12.0% | FEB | 1,034 | 1,068 | 3.29% | 7.29% | FEB | 2,701 | 2,868 | 6.2% | 10.2% |
| MAR | 1,604 | - | | | MAR | 1,004 | - | | | MAR | 2,608 | - | | |
| APR | 769 | - | | | APR | 460 | - | | | APR | 1,229 | - | | |
| MAY | 1,294 | - | | | MAY | 610 | - | | | MAY | 1,904 | - | | |
| JUNE | 2,383 | - | | | JUNE | 1081 | - | | | JUNE | 3,464 | - | | |
| JULY | 2,809 | - | | | JULY | 1240 | - | | | JULY | 4,049 | - | | |
| AUG | 3,205 | - | | | AUG | 1270 | - | | | AUG | 4,475 | - | | |
| SEPT | 2,363 | - | | | SEPT | 994 | - | | | SEPT | 3,357 | - | | |
| ОСТ | 1,799 | - | | | ОСТ | 769 | - | | | ОСТ | 2,568 | - | | |
| NOV | 933 | - | | | NOV | 456 | | | | NOV | 1,389 | - | | |
| DEC | 1,616 | - | | | DEC | 816 | 1 | | | DEC | 2,432 | - | | |
| TOTALS | 22,199 | | | | TOTALS | 10,800 | | | | TOTALS | 32,999 | | | |

JH Airport 2023 vs 2024 GA and Commercial Activity*

*These numbers do not include aircraft prior to 0700 or after 2100.