

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING	PAGE 1	OF	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER		4. RESERVED		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER		
693KA9-22-R-00020						N/A		
7. ISSUED BY			CODE	AAQ420-AFN		8. ADDRESS OFFER TO (If other than item 7)		
Federal Aviation Administration (FAA)					See Section L.4			
800 Independence Avenue SW, Washington, DC 20591								

SOLICITATION

9. See Section L for proposal submittal instructions.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L of Submittals, AMS 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Francisco A. Felix	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE 202	NUMBER 267	EXT. 7584	Francisco.Felix@faa.gov

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS 3.3.1-6)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFER-OR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER EXT.			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. RESERVED	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

PART I - SECTION B

SUPPLIES/SERVICES & PRICE/COST

B.1 GENERAL

The Federal Aviation Administration (FAA) has a requirement for marketing research and polling services, combined with a technical understanding of general aviation, in order to conduct the annual General Aviation Part 135 Activity (GAP135A) Survey (GA Survey). This General Aviation Survey contract will support the FAA's Office of Accident Investigation and Prevention, Program Management and Development Branch (AVP-220) in conducting the annual GAP135A Survey for calendar years 2022, 2023, 2024, 2025, and 2026. Each survey is begun in the following calendar year (e.g. the CY2022 survey is begun on or after January 1, 2023). The Contractor must provide all management, supervision, labor, facilities, equipment, material supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the service solutions set forth under Section C, Statement of Work. The contractor will be subject to all terms and conditions of this contract.

This procurement will be a full and open competition with a single award envisioned.

B.2 BASE AND OPTION PERIODS

The term of this contract includes a one-year Base Period and four (4) one-year Option Periods for a total duration of up to five (5) one-year periods of performance (POP).

Base Period: February 01, 2023 – January 31, 2024
Option Period 1: February 01, 2024 – January 31, 2025
Option Period 2: February 01, 2025 – January 31, 2026
Option Period 3: February 01, 2026 – January 31, 2027
Option Period 4: February 01, 2027 – January 31, 2028

B.3 CONTRACT TYPE

Time and Materials (T&M)

B.4 PRICING / CLIN STRUCTURE

The following section provides the Pricing/CLIN structure for this contract. Services performed under all CLINs in this Section must be in accordance with Section C, Statement of Work.

Note: The Section B.4 labor category hours represent the FAA's projections. The awarded contract will contain the successful Offeror's proposed hours that must total the same as the FAA yearly total hours but may be in different labor categories.

Base Year - CLINs 1001-1003			
Labor Category	Hourly Rate	Labor Hours	Extended Amount
Project Manager	\$ -	800	\$ -
Task Team Leader	\$ -	800	\$ -
Planning Analyst (1)	\$ -	675	\$ -
Planning Analyst (2)	\$ -	675	\$ -
Principal Analyst	\$ -	40	\$ -
Consultant	\$ -	40	\$ -
Data Collection Coordinator (1)	\$ -	450	\$ -
Senior Analyst	\$ -	425	\$ -
Research Analyst	\$ -	40	\$ -
Administrator	\$ -	40	\$ -
Support Staff (1)	\$ -	1,100	\$ -
Support Staff (2)	\$ -	685	\$ -
Total Labor – CLIN 0001		5,770	\$ -
Travel - CLIN 0002			\$ -
ODC - CLIN 0003			\$ -
Total T&M			\$ -

Option One - CLINs 2001-2003			
Labor Category	Hourly Rate	Labor Hours	Extended Amount
Project Manager	\$ -	800	\$ -
Task Team Leader	\$ -	800	\$ -
Planning Analyst (1)	\$ -	675	\$ -
Planning Analyst (2)	\$ -	675	\$ -
Principal Analyst	\$ -	40	\$ -
Consultant	\$ -	40	\$ -
Data Collection Coordinator (1)	\$ -	450	\$ -
Senior Analyst	\$ -	425	\$ -

Research Analyst	\$ -	40	\$ -
Administrator	\$ -	40	\$ -
Support Staff (1)	\$ -	1,100	\$ -
Support Staff (2)	\$ -	685	\$ -
Total Labor – CLIN 2001		5,770	\$ -
Travel - CLIN 2002			\$ -
ODC - CLIN 2003			\$ -
Total T&M			\$ -

Option Two - CLINs 3001-3003			
Labor Category	Hourly Rate	Labor Hours	Extended Amount
Project Manager	\$ -	800	\$ -
Task Team Leader	\$ -	800	\$ -
Planning Analyst (1)	\$ -	675	\$ -
Planning Analyst (2)	\$ -	675	\$ -
Principal Analyst	\$ -	40	\$ -
Consultant	\$ -	40	\$ -
Data Collection Coordinator (1)	\$ -	450	\$ -
Senior Analyst	\$ -	425	\$ -
Research Analyst	\$ -	40	\$ -
Administrator	\$ -	40	\$ -
Support Staff (1)	\$ -	1,100	\$ -
Support Staff (2)	\$ -	685	\$ -
Total Labor – CLIN 3001		5,770	\$ -
Travel - CLIN 3002			\$ -
ODC - CLIN 3003			\$ -
Total T&M			\$ -

Option Three - CLINs 4001-4003			
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Labor Category	Hourly Rate	Labor Hours	Extended Amount
Project Manager	\$ -	800	\$ -
Task Team Leader	\$ -	800	\$ -
Planning Analyst (1)	\$ -	675	\$ -
Planning Analyst (2)	\$ -	675	\$ -
Principal Analyst	\$ -	40	\$ -
Consultant	\$ -	40	\$ -
Data Collection Coordinator (1)	\$ -	450	\$ -
Senior Analyst	\$ -	425	\$ -
Research Analyst	\$ -	40	\$ -
Administrator	\$ -	40	\$ -
Support Staff (1)	\$ -	1,100	\$ -
Support Staff (2)	\$ -	685	\$ -
Total Labor – CLIN 4001		5,770	\$ -
Travel - CLIN 4002			\$ -
ODC - CLIN 4003			\$ -
Total T&M			\$ -

Option Four - CLINs 5001-5003			
Labor Category	Hourly Rate	Labor Hours	Extended Amount
Project Manager	\$ -	800	\$ -
Task Team Leader	\$ -	800	\$ -
Planning Analyst (1)	\$ -	675	\$ -
Planning Analyst (2)	\$ -	675	\$ -
Principal Analyst	\$ -	40	\$ -
Consultant	\$ -	40	\$ -
Data Collection Coordinator (1)	\$ -	450	\$ -
Senior Analyst	\$ -	425	\$ -

Research Analyst	\$ -	40	\$ -
Administrator	\$ -	40	\$ -
Support Staff (1)	\$ -	1,100	\$ -
Support Staff (2)	\$ -	685	\$ -
Total labor – CLIN 5001		5,770	\$ -
Travel - CLIN 5002			\$ -
ODC - CLIN 5003			\$ -
Total T&M			\$ -

Total Base and Options

Total Labor		28,850	\$ -
Total Travel			
Total ODC			
Total T&M			

B.5 CONTRACT PRICING

The following section describes pricing requirements.

(a) Labor Rates

The labor rates in Section B.4 reflect fully burdened hourly rates for each labor category and will apply to all direct labor hours regardless of whether the labor hour is expended by the contractor or by one of its subcontractors. The labor rates include direct labor and all indirect costs applicable, including fringe benefits, overhead, G&A, and profit.

(b) No Change to Rates if Subcontractors Are Added or Deleted

The labor rates in Section B.4 represent the blended hourly rates of the Contractor and any of its subcontractors. The fixed hourly labor rates will not change after the contract award even if a subcontractor is removed by the Contractor or a new subcontractor is added by the Contractor to its team.

(c) Labor Hours

The Contractor may deliver 70% to 130% of the hours specified for each labor category without a formal modification as long as the Contractor does not exceed the obligated funding.

(d) Materials

1) Materials are defined as:

- a) Direct materials;
- b) Subcontracts for supplies and incidental services for which there is no labor category specified in the contract;

- c) Other direct costs (e.g., incidental services for which there is no labor category specified in the contract, student transportation, printing, shipping, training facility
- 2) Indirect costs may be applied to materials in accordance with the Contractor's established accounting practices.
- 3) The Government will not pay profit on materials.

(e) Travel (T&M)

If instructor travel is authorized, travel will be reimbursed at actual direct costs in accordance with the limitations set forth in G.8 Travel Reimbursement. No profit is allowed for travel.

B.6 ADDITIONAL LABOR CATEGORIES

At any time and throughout the life of the contract, at the request of the Government, the Contractor may propose additional labor categories, rates and descriptions necessary to support training requirements of this contract. These additional labor categories, rates, and descriptions will be negotiated on a case-by-case basis. The additional categories, rates and descriptions proposed, upon determination by the Government that they are necessary for the scope of the effort and that the prices are fair and reasonable, may be incorporated into Section B.4.

(End of Section B)

PART I - SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Annual General Aviation Part 135 Activity Survey Calendar Years 2022 thru 2026

1.0 INTRODUCTION

The FAA's Office of Accident Investigation and Prevention, Program Management and Development Branch (AVP-220) is responsible for conducting the annual General Aviation Part 135 Activity (GAP135A) Survey, which includes all US registered aircraft that are not operated under Part 121 regulations which are for commercial air carriers). The Associate Administrator for Aviation Safety is responsible for being able to provide several safety performance metrics to Congress. These metrics are all rate based. The general aviation metric is based on fatal accidents per 100,000 hours. The survey results provide the hours to the FAA, as part of the FAA's Performance Metric measuring Fatal Accident Rate for the General Aviation community. AVP has a need for a technical support Contractor to conduct the annual GAP135A Survey for calendar years 2022, 2023, 2024, 2025, and 2026.

2.0 TECHNICAL OBJECTIVE

The purpose of the annual GAP135A Survey is to provide the FAA, Industry and the public with information on the activity (hours, uses, locations, fuel, etc.) and avionics of all the general aviation and Part 135 aircrafts. This information enables the FAA to monitor the general aviation and Part 135 fleets so that it can, among other activities, anticipate and meet demand for National Airspace System (NAS) facilities and services, assess the impact of safety initiatives and regulatory changes on the fleet, and implement measures to assure the safe operation in the airspace of all aircraft.

In order to maintain consistency with past surveys and comply with proven and approved FAA practice, the Contractor must complete the steps outlined in the Contract.

3.0 TASKING

3.1 Develop Project Plan

At the project initiation meeting, the Contractor must review the proposed work plan and procedures with the FAA COR to finalize the procedures and schedule of deliverables. Because changes are anticipated in the procedures for preparing and implementing the survey, this meeting is critical to finalizing the detailed work plan, reviewing responsibilities for specific activities, and developing a schedule of activities to be accomplished.

3.2 Project Management Status Report

The Contractor must prepare a monthly Project Management Status Report (PMSR) to provide a synopsis of the project's activity over the reporting period in Contractor format.

3.3 Implement the GA Survey

3.3.1 Determine the Survey Population

Using the FAA's Aircraft Registry File (which is publically available) as the primary source document, the Contractor must develop a survey population master file for the annual GAP135A survey that includes all general aviation aircraft registered with the FAA that are based in the US or US territories and were active between January 1 and December 31 of the calendar year being surveyed. In addition to developing the master file, the Contractor also must prepare a brief summary of changes to the Registry from the previous year. Specifics regarding what aircraft must be included in the survey population master file and the summary of changes in the Registry population. The Contractor must identify and describe any issues that will affect the ability to accurately define the universe of aircraft.

3.3.2 Identify and Remove non-GA Aircraft from the Registry

In a typical year, about 3% of the surveys that are returned indicate that the aircraft is a non-GA aircraft: air carriers, museum pieces, exported outside the U.S., military-owned, or destroyed prior to the survey year. These changes in the number of non-GA aircraft detected on the FAA Aircraft Registry can have a significant impact on the estimated general aviation population size. In order to minimize this impact, the Contractor must implement protocols that both identify non-GA aircraft and improve estimates of total fleet size. The Contractor must provide the FAA with a plan as to how this will be accomplished. This could include:

3.3.2.1 Ongoing audits of aircraft on the FAA Aircraft Registry to identify non-GA aircraft. These audits should focus on aircraft that have a high probability of no longer being engaged in GA operations, such as aircraft that commonly are used in both GA and non-GA operations or in vintage aircraft that become difficult to maintain due to the shortage of replacement parts, etc.

3.3.2.2 Using other FAA registries and public databases to identify GA aircraft that are no longer operational or airworthy, such as the FAA Accident and Incident Data System(AIDS).

3.3.2.3 Using publically available data from third parties, such as other government agencies (the National Transportation Safety Board's aviation accident database), aviation associations (AOPA, GAMA, HAI, etc.) and data vendors.

3.3.3 Develop the Survey Sample Design

- 3.3.3.1 The Contractor must optimize the sample design to improve the survey estimates and minimize sampling error for key GAP135A measures. The Contractor may use the same survey sample design as that used for the 2020 survey year.
- 3.3.3.2 The FAA requests that the sample rate be 100 percent in order to gain a better understanding of the operation of the aircrafts that are included as part of the survey. All such aircraft listed in the Registry were included in the survey sample to ensure a sufficient number of responses to support analysis and provide more precise estimates of fleet size and aircraft activity.
- 3.3.3.3 The sample design and allocation must be submitted to the FAA's COR for approval. The COR will provide an approval or rejection within thirty (30) calendar days. The Contractor will not be able to continue work until the sample design and allocation has been approved.

3.4 Survey Content and Collection Methods

Consistent with past practice, the Contractor must collect annual activity and avionics information for the general aviation and Part 135 fleets through use of a sample survey of owners of those fleets.

The Contractor must conduct such a survey on behalf of the FAA. The 2022 GAP 135A Survey must replicate the survey completed for the year 2020, with reference dates and time-frames updated as appropriate. The 2020 Survey can be found on the Internet at: General Aviation and Part 135 Activity Surveys - CY 2020 | Federal Aviation Administration (faa.gov).

3.5 Survey Instrument

The 2022 GA Survey questionnaire must be an updated version of the questionnaire used in the 2020 survey. It must have reporting fields of information on flight activity, flight conditions, where the aircraft was flown and aircraft characteristics.

3.5.1 Conduct the Survey Mailings and Process the Survey Data

3.5.1.1 The Contractor must program the Internet survey and host/maintain the Internet survey on a secure server. It also must be section 508 compliant.

3.5.1.2 The Contractor must print the questionnaire(s), the invitations to participate on the Internet, the mailing and return envelopes, the reminder postcards, the cover letters on FAA letterhead, and copy any endorsement letters from the GA industry associations. The Contractor must ensure that the questionnaire is printed in a form that facilitates the use of optical scanning technology for data processing, and be in compliance with Section 508 regulations.

3.5.1.3 In the event that duplicate survey responses are provided, the Contractor will compare the answers and contact the owner, if needed.

3.5.1.4 To increase respondent cooperation, the Contractor must coordinate with GA associations to publish any endorsement letters or notices in their newspapers.

3.5.1.5 The Contractor must prepare and assemble all of the survey mailings. A sample of all survey mailings must be submitted to the FAA COR for review and approval prior to mailing. There must be three mailings, the initial invitation, an Internet invitation, and a reminder postcard. The FAA will pay for all postage for the survey mailings.

3.5.1.6 Surveys must be returned directly to the Contractor. The completed questionnaires must be returned either via the Internet or return mailing, with preference being for Internet returns. Telephone follow-up calls must be made to individuals that submit incomplete responses.

3.5.1.7 The Contractor must take steps to maximize survey participation by individual owner/operators of multiple aircraft. The Contractor must provide the COR with a summary of what was done to ensure participation by these owner/operators. For owners of 3 or more aircraft, the form, allowed an owner/operator to report a summary of activity for a group of aircraft of a similar type instead of requiring the operator to complete a separate and longer questionnaire for each individual aircraft.

3.5.1.8 The Contractor must also utilize the above groups to publicize the survey among the aviation community. Enlisting the support of these organizations may include, but is not limited to:

- Placement of articles in newsletters (paper and electronic)
- Placement of articles on association web sites
- Attendance and promotion of the survey at trade shows and conventions
- Working with associations to contact their members to encourage participation in the survey
- (Funding permitting), publicizing the survey has involved limited travel on the part of key Contractor personnel. Funding permitting, travel ideally would include travel to Alaska, a major trade association event and attendance at the FAA hosted end of the cycle review.
- The Contractor must maintain a toll-free respondent help line, as well as provide email assistance to respondents who access the survey on the Internet. The Contractor must respond to requests for assistance within seventy-two (72) hours.

3.6 Analysis of the Survey Data

3.6.1.1 Based on the GAP 135A Survey Process System, the Contractor must process the data received from the annual GAP135A survey. The Contractor will use the same

statistical methodologies that were used in previous surveys to mitigate the effects of both survey data errors and missing data must again be used in the future annual surveys. In addition to these methodologies, the Contractor must contact statistically important aircraft operators (e.g., operators of large fleets) to verify data or to correct omissions.

3.6.1.2 The Contractor must adjust for unit non-response using the estimation procedure as described in the appendix of the annual report to conduct (1) weighting adjustments for sample selection probability and strata response rates (2) weighting adjustments for unit non-response.

3.6.1.3 The Contractor must develop a protocol to produce aircraft make-model estimates and after approval by the COR of the protocol, develop the estimates for the make-model aircraft selected.

3.6.1.4 The Contractor must adjust for item non-response using a Nearest Neighbor Hot Deck Imputation (NNDHI) method or other method approved for item non-response imputation.

3.7 Report Preparation

The Contractor must design and produce a report that presents the results of the survey. The Contractor must design and produce a report that presents the results of air cargo activity. The Contractor must design and produce report documents and tables that are Section 508 of the Rehabilitation Act compliant. This report must present a set of updated tables which replicate those that are found in the 2020 survey report.

3.8 Consultation with End-Users

Meeting with survey data end-users is essential to make improvements to the sample design, survey instrument, data collection protocols, estimation methods, and to identify additional data sources and lists that are useful in more accurately identifying the general aviation population and improving response rates. The FAA provides a list of organizations below that should have access to key Contractor staff. Contractor key staff must meet in person with representatives from the groups listed below once a year, as well as other groups as they are identified as likely resources in the project initiation meeting. Historically, the FAA has facilitated this interaction with end-users, including hosting a meeting for this purpose at the end of the survey cycle.

1. Civil Aviation Registry
2. FAA / National Transportation Safety Board (NTSB) / General Services Administration (GSA)
3. General aviation associations
4. General aviation manufacturers
5. Providers of commercial databases

The FAA will receive preliminary results and utilize this information to set up review meetings with stakeholders and end users for comments. The Contractor will provide the final results after this meeting occurs.

3.9 Protection of Survey Data

In accomplishing the above tasks, the Contractor must do the following:

3.9.1.1 Throughout the Calendar Year of the GAP135A Survey, the Contractor must take all necessary measures to ensure the confidentiality of the materials in its possession relative to the identity or disclosure of the aircraft registrants selected for the sample and the individually identifiable responses to the GAP135A Survey.

3.9.1.2 The Contractor must not release data to any other part of the FAA, or other government organizations, and any other entity.

3.9.1.3 The Contractor must provide survey data to FAA AVP-220 Program Manager only. These files must not include N-numbers, names, registered street addresses, city or county. The file must include a control number on each record that must enable the Contractor to link data provided to FAA back to data in possession of the Contractor, in order to answer questions relating to specific aircraft for the sole purpose of validating survey results.

3.9.1.4 The Contractor must also provide a separate list to the FAA AVP-220 Program Manager with a list of aircraft N-numbers for aircraft that had been mistakenly identified as air carrier or commuter operated.

3.9.1.5 Making survey data available to end-users with final survey results is important to improve understanding of the safe operation of general aviation aircraft. For this reason, create a data secure enclave, including appropriate server and security configurations. The enclave will be tested to ensure its fitness for purpose. The contractor will verify that the enclave is accessible from the internet and can only be accessed by individuals with appropriate credentials. Users will access the enclave via a remote desktop connection to the virtual enclave. Access shall require a current browser and an internet connection. The contractor and the FAA will develop policies controlling requests for access to the site, any necessary non-disclosure or confidentiality agreements, and a set of industry-standard data governance policies.

4.0 Deliverables and Delivery Schedule

The following is a table of required deliverables. Deliverables must be submitted to the Contractor's COR and to the FAA AVP-226 Program Manager via email. Note, the Survey report in Section C.3.5 is only sent to the Program Manager.

The FAA will require thirty (30) calendar days to review each deliverable. If rejected, the FAA will provide rationale to the Contractor for the rejection. The Contractor will have ten (10) business days or date agreed to by Contractor and CO/COR to resubmit rejected deliverable.

DS #	Deliverables	Acceptance Criteria	Tasks	Format	Delivery Schedule
1.	Project Plan (<i>Base Year</i>)	Project Plan must be accurate, complete, submitted on time and prepared as required in the PWS.	3.1	Microsoft Office Suite	Program Initiation Meeting
2.	Project Management Status Report (PMSR)	File must be accurate, complete, submitted on time and prepared as required in the PWS.	3.2	Microsoft Office Suite	Monthly, due the 15 th day of the month following the reporting period
3.	Survey Population Master File	File must be accurate, complete, submitted on time and prepared as required in the PWS.	3.3.1	Microsoft Office Suite	Annually per approved Project Plan
4.	Aircraft Registry Plan	Plan must be accurate, complete, submitted on time and prepared as required in the PWS.	3.3.2	Microsoft Office Suite	Annually per approved Project Plan
5.	Survey Sample Design	Sample Design must be accurate, complete, submitted on time and prepared as required in the PWS.	3.3.3	Microsoft Office Suite	Annually per approved Project Plan
6.	Survey Report	Survey Report must be accurate, complete, submitted on time and prepared as required in the PWS.	3.5	Microsoft Office Suite	Annually per approved Project Plan

(End of Section C)

PART I - SECTION D PACKAGING AND MARKING

D.1 PACKING AND PACKAGING

All deliverables under this contract must be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

D.2 GENERAL MARKING

In addition to information provided with shipping instructions, all deliverables must be marked on the outside of the packaging with the following:

1. FAA contract number;
2. Contractor's name and address; and
3. List of contents.

D.3 MARKING OF REPORTS

The Contractor must mark all data deliverables as follows:

1. Report Title;
2. Contract number;
3. Date; and
4. Distribution.

D.4 TRANSMISSION OF DELIVERABLES

All deliverable items required by this contract will be shipped F.O.B. destination, within the consignee's premises, with all mailing and transport expenses prepaid by the Contractor.

(End of Section D)

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2019)

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

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

3.10.4-5 Inspection - Time-and-Material and Labor-Hour (April 1996)

(End of clause)

E.2 INSPECTION AND ACCEPTANCE

- (a) The Contracting Officer (CO), or the Contracting Officer's Representative (COR), listed in Section G.1, as the CO's duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services to be provided.
- (b) Inspection, review or the anticipation of acceptance/approval of a contract item in the course of its preparation will not be construed as assurance of acceptance of the finished product.
- (c) Final acceptance of all deliverable items will be made, in writing, by the CO or COR.

(End of Section E)

PART I - SECTION F

DELIVERIES OR PERFORMANCE

F.1 FAA AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2019)

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

(End of clause)

- 3.10.1-9 Stop-Work Order** (October 1996)
- 3.10.1-11 Government Delay of Work** (April 1996)
- 3.10.1-24 Notice of Delay** (March 2009)
- 3.11-34 F.O.B. Destination** (April 1999)

3.8.2-22 Substitution or Addition of Personnel (October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 30 days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least thirty (30) days (if a security clearance must be obtained, at least sixty (60) days before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the

proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

F.1 PERIOD OF PERFORMANCE

The term of the contract will include a base period of one (1) year and four (4) one-year options.

F.2 PLACE OF PERFORMANCE

Services specified under this contract must be performed at the Contractor's facility and elsewhere as required to perform the survey.

F.3 DELIVERABLES

- (a) All applicable TO deliverables, their required delivery dates, destination of delivery, and schedule for completion of work to be performed in Section C.3.8.
- (b) For purposes of delivery, all deliverables must be made by close of business (COB) 4:30 P.M. local time at destination, Monday through Friday.
- (c) All deliverables submitted in electronic format must be free of any known computer virus or defects. If a virus or defect is found, the initial deliverable will not be accepted. The replacement file must be provided within two (2) business days after notification of the presence of a virus.
- (d) Each deliverable must be accompanied by a cover letter from the Contractor on Company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package. All deliverables are to be submitted in electronic format.
- (e) In the event the Contractor anticipates difficulty in complying with the delivery schedule, the Contractor must immediately provide written notice to the CO, and COR. Each notification must give pertinent details, including the date by which the Contractor expects to make delivery; provided that this data must be informational only in character and that receipt or acknowledgment thereof must not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

F.4 PLACE OF DELIVERY – DESTINATION

Items must be delivered in accordance with the Section C.3.8.

(End of Section F)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION (FAA)

a. Contracting Officer:

FEDERAL AVIATION ADMINISTRATION
Attn: Toloria J. Crawford
800 Independence Avenue, S.W., Room 406W
Washington, DC 20591
Phone: (202) 267-4048
Email: Toloria.J.Crawford@faa.gov

The Contracting Officer assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In this regard, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

The Contractor must immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract or when the Contractor receives direction that appears outside contract scope.

It is the responsibility of the Contractor to contact the Contracting Officer immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Costs incurred that were not authorized by the Contracting Officer and work outside the scope of the contract must be considered unallowable costs and will not be reimbursed by the Government.

b. Contracting Officer's Representative (COR):

FEDERAL AVIATION ADMINISTRATION
Attn: To be provided at time of award
800 Independence Avenue, S.W.
Washington, DC 20591
Phone:

The COR is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

The COR is responsible for monitoring progress and overall technical management of the work hereunder and must be contacted regarding questions or problems of a technical nature.

In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the Contractor will contact the Contracting Officer. When the COR requests effort that may be outside the existing scope of the contract, the Contractor must promptly notify the Contracting Officer. The Contractor under such request will take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification. (See also section G.2 below.)

G.2 3.10.1-22 CONTRACTING OFFICER'S REPRESENTATIVE (April 2012)

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

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

(End of Clause)

G.3 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence submitted under this contract (except invoices and deliverable items) must be subject to the following procedures:

(a) Correspondence of a routine nature must be addressed to the designated COR with an information copy of the correspondence to the Contracting Officer listed in G.1.

(b) Other considerations including technical correspondence involving technical issues and correspondence proposing or otherwise involving waivers, deviations or modifications to the contract, must be addressed to the Contracting Officer listed in G.1, with information copies to the COR.

(c) All correspondence must include the contract number and a Task Order number (if appropriate).

G.4 ELECTRONIC COMMUNICATIONS

The Contractor must assure an electronic means for communicating with FAA personnel. The Contractor must ensure that the communications are compatible with the FAA's electronic mail system and software, which is Microsoft Outlook. The Contractor must also ensure that the Contractor's electronic mail has the capability to receive and retrieve attachments.

All contract reports/deliverables, including invoices, must be made in electronic format with all linkages and interdependencies readily traceable.

G.5 INTERPRETATION OR MODIFICATION

No verbal statement by any person, and no written statement by anyone other than the Contracting Officer, or his/her authorized representative acting within the scope of his/her authority, will be interpreted as modifying or otherwise affecting the terms of this solicitation or any resulting contract. All requests for interpretation or modification will be made in writing to the Contracting Officer.

G.6 BILLING INSTRUCTIONS

(a) Invoices must be submitted monthly in accordance with AMS 3.2.4-5, Allowable Cost and Payment (October 2019). Payment is subject to review, approval and certification by the CO and COR. In the event of questioned costs, the CO may withhold any or all invoice amounts until the Contractor provides all required data to the satisfaction of the CO. The payment will be made pursuant to FAA AMS 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (July 2018).

(b) Compliance with these instructions will reduce correspondence and other causes for delay to a minimum, and will thus promote prompt payments to the Contractor. Invoices must be submitted no more frequently than once per month unless prior written consent is obtained from the CO and supporting cost documentation is as described in this section.

(c) Invoices must be submitted in soft copy as established below:

Accounts Payable	Email copy to: 9-AMC-AMZ-FAA-APInvoices@faa.gov	Monthly
Contracting Officer and COR	Email copy.	Concurrently with submittal to Accounts Payable, submit one signed copy in PDF format.

(d) Upon completion, termination, or expiration of the contract, the Contractor must submit a final voucher clearly marked “FINAL”. The final voucher must contain an itemized accounting of total contract costs that includes:

- Certification that all contractual requirements have been satisfied; and
- Certification that all previous Contractor vouchers have been paid.

G.7 TRAVEL REIMBURSEMENT

G.7.1 Reimbursement

The Contractor will only be reimbursed for travel expenses that are allocable, allowable, and reasonable. All Contractor travel must be identified in an approved TO. Except as otherwise provided herein, the Contractor must be reimbursed for travel on the basis of actual expenses incurred subject to the FAA Contract Cost Principles and AMS Clause 3.3.2-1, FAA Cost Principles, and subject to the following:

- All travel whether it is within the continental United States or outside the continental United States, must be accomplished by commercial carrier, rail, privately-owned automobile or auto rental, and the cost paid by the Contractor. The Government will reimburse the Contractor in accordance with the FAA Contract Cost Principles for domestic transportation.
- Reimbursable travel includes only that travel (commercial carrier, or private automobile or auto rental) performed from the Contractor’s facilities to the site of work, between worksites, and from the site of work to the Contractor’s facilities. Travel within a Government installation where Government transportation is available, and travel performed for personal convenience, including daily travel to and from work, will not be reimbursed.
- Relocation costs and travel costs incidental to relocation must be approved in advance by the FAA CO in order to be reimbursable under this contract.
- The Contractor must use alternate airports where available and within a reasonable commuting distance if it will result in lower costs.
- The Contractor must conduct a cost analysis prior to the start of travel to determine the overall most cost effective means of transportation.

G.7.2 Per-Diem

The Contractor will be reimbursed for the expense of meals, lodging, transportation between places of lodging or business and places where meals are taken, and any other miscellaneous travel and living expenses incurred in the performance of this contract at the per diem rate as set forth in the FAA Contract Cost Principles. Per Diem must be payable only when the Contractor’s employee is in an authorized travel status. The per diem rate must be established in accordance with the FAA Contract Cost Principles. Receipts are required for

all Per Diem Expenses exceeding \$75.00. If the Contractor can demonstrate to the FAA CO that copies of receipts can be made available upon request, the CO may waive the requirement to submit receipts over \$75.

G.7.3 Contractor Travel

To the maximum extent practicable, and consistent with travel requirements, the Contractor must use the most economical transportation rates available.

G.8 RELEASE OF GOVERNMENT OBLIGATION

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

Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor; and

Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than one (1) year after the date of the release or the date of any notice to the Contractor that the FAA is prepared to make final payment, whichever is earlier.

If the release contains such exceptions, whether to accept it and issue final payment is within the sole discretion of the FAA Contracting Officer

G.9 CONTRACTORS REMITTANCE ADDRESS

Contractor's remittance address and banking information is contained in the Contractor's System for Award Management (SAM) records. Contractor is responsible for maintaining the currency of this information.

G.10 ACCOUNTING AND APPROPRIATION DATA

Contract accounting and appropriation data is included this contract.

G.11 REPORTS OF PROBLEMS

In addition to any task order reporting requirements, the Contractor will bring actual or potential problems with contract delivery to the attention of the CO and COR as soon as they are identified. Verbal reports must be followed up by a written narrative report to the CO and COR within five (5) business days.

(End of Section G)

PART I - SECTION H

SPECIAL CONTRACT PROVISIONS

H.1 FAA ACQUISITION MANAGEMENT SYSTEM CLAUSES INCORPORATED IN FULL TEXT

3.1.9-1 Electronic Commerce and Signature (July 2020)

- (a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between:
 - (1) Contracts written on paper and contracts in electronic form;
 - (2) Pen-and-ink signatures and electronic signatures; and
 - (3) Other legally-required written records and the same information in electronic form.
- (b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.
- (c) Certain documents may need to be provided or maintained in original form, such as large-scale drawings impractical to convert to electronic format or a document with a raised seal signifying authenticity. This clause does not change or affect any other requirements that a document must be in paper format to satisfy legal requirements such as for certain real estate transactions.
- (d) The use of electronic signature technology is authorized under this solicitation and the resulting contract.
- (e) Contractors must not digitally sign any documents with software that uses the Secure Hash Algorithm 1 (SHA-1). All digitally signed documents and contracts sent to the FAA must use a SHA-256 or higher hash algorithm. This is based on the National Institute of Standards and Technology (NIST) Policy Statement on Hash Functions dated August 5, 2015. Further guidance on the use of SHA-256 is in NIST Special Publication (SP) 800-57 Part 1, section 5.6.2 as amended and SP 800-131A, Revision 1 dated November 6, 2015. Additional guidance on the use of SHA-3 is in NIST SP 800-185 as amended.
- (f) Contractors do not have to update documents previously digitally signed using SHA-1 hash algorithms unless the document requires updating. The FAA and contractors may continue to use SHA-1 for the following applications: Verifying old digital signatures and time stamps, generating and verifying hash-based message authentication codes (HMACs), key derivation functions (KDFs), and random bit/number generation.

(End of Clause)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (January

2022)

(a) Definitions.

- (1) "The Act," as used in this clause, means section 1352, title 31, United States Code.
- (2) "Agency," as used in this clause, means executive agency, within the meaning of 5 U.S.C. 101, 102, and 104(I), and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101.
- (3) "Covered Federal action," as used in this clause, means any of the following Federal actions:
 - (i) The awarding of any Federal contract.
 - (ii) The making of any Federal grant.
 - (iii) The making of any Federal loan.
 - (iv) The entering into of any cooperative agreement.
 - (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (4) "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304) and include Alaskan Natives.
- (5) "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- (6) "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
- (7) "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:
 - (i) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
 - (ii) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
 - (iii) A special Government employee, as defined in section 202, title 18, United States Code.
 - (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

(8) 'Person,' as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(9) 'Reasonable compensation,' as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

(10) 'Reasonable payment,' as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

(11) 'Recipient,' as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

(12) 'Regularly employed,' as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person must be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

(13) 'State,' as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received

under a covered Federal action) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the screening information request (SIR), the offeror must complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this clause in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must disclose accordingly.

(4) This certification and disclosure is a prerequisite for making or entering into this contract imposed by the Act. Any person who makes a prohibited expenditure or fails to file or amend a disclosure form, must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

(c) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by its own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(A) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) The following agency and legislative liaison activities are permitted where they are prior to Screening Information Request (SIR) of any covered Federal action:

(A) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(B) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(C) Capability presentations by persons seeking awards from an agency pursuant to the provisions of a law authorizing such actions;

(v) Only those services expressly authorized by subdivision (c)(1)(i) of this clause are permitted under this clause.

(2) Professional and technical services.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of:

(A) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(B) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(ii) For purposes of subdivision (c)(2)(i) of this clause, 'professional and technical services' must be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a submittal/offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's submittal/offer, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a submittal/offer are not allowable under this section since the engineer is providing technical services

but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subdivisions (c)(2)(i) and (ii) of this clause are permitted under this clause.

(v) The reporting requirements herein must not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(d) Disclosure.

(1) If the Contractor, who requests or receives from an agency a Federal contract, has made or has agreed to make any payment using non-appropriated funds (to include profits from any Covered Federal action), to any person for the purpose of influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a Covered Federal action, the Contractor must file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities..

(2) The Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (d)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor must require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding \$150,000 under the Federal contract.

(4) All subcontractor disclosure forms must be forwarded from tier to tier until received by the prime Contractor. The prime Contractor must submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is

submitted by the subcontractor.

(e) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(f) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or fails to file or amend the disclosure form to be filed or amended by paragraph (b) must be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representations made by their subcontractors in the certification and in the disclosure form.

(g) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

3.13-15 Confidentiality of Data and Information (November 2016)

(a) In performance of this contract, the contractor and any of its subcontractors, may need access to and use various data and information in the possession of the Government. This data and information may have been obtained under conditions which restrict the Government's right to use and disclose this data and information or which may be adverse to the interests of the Government or other parties if it is disseminated or used in a capacity other than in performance of this contract. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless it is already publically available; or (2) use for any purpose other than the performance of this contract any data or information which bears a restrictive marking or legend which the contractor has gained access to through the performance of this contract, or information that should be marked according to FAA Order 1600.75 "Protecting Sensitive Unclassified Information (SUI)". For the sole purpose of this clause, "information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or visual form.

(b) In the event the work required to be performed under this contract requires access to proprietary data and information of other companies, the contractor must obtain agreement from such other companies for such use unless such data are provided or made available to the contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for information only. These agreements must

prescribe the scope of authorized use and disclosure of the proprietary data and information as well as any other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data or information, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use by or unauthorized disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) The contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information as required above. The contractor must obtain from each employee in connection with this contract a signed Non-Disclosure Agreement. This agreement must provide that the employee will not, during employment or anytime thereafter, disclose or use for current or future benefit of any party any of the data (to include any form of Sensitive Unclassified Information (SUI) described in FAA Order 1600.75) or information not publically available received in connection with the work under the contract.

(d) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

(e) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition and the reason why; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the contractor must return all such data and information described above obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The contractor must further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted from the contractor's (and any subcontractor's) records and destroyed. The FAA reserves the right to audit the deletion. The FAA must provide notice of the audit 10 calendar days prior to the audit.

(g) These restrictions do not limit the contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

(End of clause)

H.2 REPRESENTATIONS AND CERTIFICATIONS

Representations and Certifications executed by the Contractor under Section K herein and included in the response to the SIR must be deemed to be incorporated herein by reference and made a part of the contract.

H.3 INTERPRETATION OF CONTRACT (NOTICE OF AMBIGUITIES)

- (a) This written contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto, constitute the parties' complete agreement, and no other prior or contemporaneous agreements either written or oral must be considered to change, modify or contradict it. Any ambiguity in the contract will not be strictly construed against the drafter of the contract language, but must be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.
- (b) It is the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time, any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligations may be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

H.4 FAA RIGHT TO PERFORM OR CONTRACT

The Government reserves the right to accomplish any work within the scope of this contract either by Government personnel or by another separate contract.

H.5 PERSONAL SERVICES

- (a) No personal services must be performed under this Contract. No Contractor employee will be directly supervised by the Government. All individual Contractor employee assignments, and daily work direction, must be given by the applicable Contractor supervisor. If the Contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor must promptly notify the Contracting Officer of this communication or action.
- (b) The Contractor must not perform any inherently governmental functions under this contract. No Contractor employee may hold him or herself out to be a Government employee, agent or representative. No Contractor employee may state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees must identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employees must state that they have no authority to in any way

change the contract and that if the other Contractor believes this communication to be a direction to change its contract, it should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

- (c) The Contractor must insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause must limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this Contract. The substance of this clause must be included in all subcontracts at any tier.

H.6 CONTRACTOR PERSONNEL REQUIREMENTS

H.6.1 Contractor Personnel

Contractor personnel include employees of the prime Contractor and all subcontractors engaged by the prime Contractor to perform work efforts under this contract.

H.6.2 Access to Government Facilities

- a) Part of the effort to be performed under this contract may be at facilities operated by the Federal Aviation Administration (FAA). The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site must be coordinated with the FAA Financial Training POC.
- b) While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.
- c) The scheduling of access to Government facilities must be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel must be prepared to work outside the normal daytime shift if conditions at the facility so require.
- d) The Contractor must require that all Contractor personnel who perform work at FAA facilities wear identification badges which clearly identify individuals as Contractor employees.
- e) The Government reserves the right to issue its own Contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

- f) If it is brought to the attention of the Government that any Contractor personnel working on this contract does not meet the minimum work requirements, the Contractor will be advised in writing by the Contracting Officer (CO), and access to FAA facilities may be denied for that employee.

H.6.3 Employee Termination

The Contractor must notify the COR within 24 hours, or the next business day, whenever an employee performing work under this contract terminates employment. The Contractor will be responsible for returning all Department of Transportation (DOT)-issued Contractor/employee identification and all other DOT property, including Government-furnished information, to the COR. The Contractor must maintain and provide to the FAA upon request a current Staffing In/Out Processing Checklist.

H.7 NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

The Contractor and its subcontractors must provide immediate notice to the CO in the event of being suspended, debarred or declared ineligible by any Federal Government Agency or Department, or upon receipt of a notice of proposed suspension, debarment or ineligibility from any Federal Government Agency or Department during the performance of this contract.

H.8 DISSEMINATION OF CONTRACT INFORMATION

The Contractor must not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the CO. This statement includes seminars, professional society meeting and conferences, and meetings with foreign dignitaries both government and from the private sector. Soft copies of any material proposed to be published or distributed must be submitted to the CO. The following schedule is established as a guideline when requesting consent (business days):

- a. Written information - 20 days
- b. Oral information - 20 days
- c. Congressional information - 15 days

For any Contractor proposals for prospective work, exclusive of this contract, for which the Contractor may employ information generated in the performance of this contract, the Contractor must request in writing and obtain permission in writing from the CO before submitting such information as part of a proposal. Such request must include a brief description of the requirement for which the Contractor is proposing and indicate the Government or business entity to which the proposal is being submitted.

H.9 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or

when difficulty is anticipated in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor must immediately notify the Contracting Officer and the COR, in writing, giving pertinent details, provided that this data must be informational only in character and that compliance with this provision must not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.10 SAVE HARMLESS AND INDEMNITY AGREEMENT

Only to the extent of its direct responsibility, the Contractor must save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of a person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or any subcontractor.

H.11 SECTION 508 OF THE REHABILITATION ACT AMENDMENT OF 1998

The Contractor must comply with the applicable portions of Section 508 of the Rehabilitation Act Amendments of 1998 as implemented by 36 CFR, Part 1194, to ensure that Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities. Section 508 does not require the installation of specific accessibility-related software or the attachment of an assistive technology device at a workstation of a Federal employee who is not an individual with a disability. The Architectural and Transportation Barriers Compliance Board (Access Board) accessibility standards for electronic and information technology covered by Section 508 can be found at http://www.faa.gov/documentLibrary/media/Order/FAA_Order_1370.120.pdf

H.12 EXERCISE OF OPTIONS

Any contract option, if exercised, will be by the Contracting Officer's issuance of a unilateral signed modification to this contract. Within the timeframes set forth below, the Contracting Officer may require the Contractor to furnish the services set forth in Section B for CLINs:

<u>CLIN(s)</u>	<u>Option Exercise Date/Timeframe</u>
2001, 2002, 2003	Within 1 year after Contract Award
3001, 3002, 3003	Within 1 year after exercise of Option One
4001, 4002, 4003	Within 1 year after exercise of Option Two
5001, 5002, 5003	Within 1 year after exercise of Option Three

H.13 CONTRACT/ TASK ORDER MEANING OF THE TERM DAYS

Except in instances where it is specifically defined or stated to the contrary, all references to “days” must be taken to mean calendar days.

H.14 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) “Organizational Conflict of Interest” (OCI), for purposes of this clause, means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advise to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. “Person” as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) “Contractor” as used in this clause includes any affiliate (including their employees), subcontractor (including their employees), consultant or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. All references to the “Contractor” as contained in this clause must apply with equal force to all of these included.
- (c) “Contract” and “Task Order” must be used as applicable to the level at which this clause is being invoked.
- (d) This special provision may be invoked in different variations at the Task Order level. Notwithstanding other language in this contract that gives this contract precedence when it conflicts with Task Orders, the Task Order language concerning organizational conflict of interest, if any, must take precedence.
- (e) The following FAA AMS clauses are incorporated into this contract because the Contracting Officer has determined that an organizational conflict of interest could occur:
 - 3.1.7-1 Exclusion from Future Agency Contracts (July 2018);
 - 3.1.7-2 Organizational Conflicts of Interest (July 2018);
 - 3.1.7-4 Organizational Conflict of Interest Mitigation Plan (October 2019);
 - 3.1.7-5 Disclosure of Conflicts of Interest (July 2018); and
 - 3.1.7-6 Disclosure of Certain Employee Relationships (July 2019).
- (f) It is recognized that the efforts to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a present or future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of work under this contract may be limited. See FAA AMS T3.1.7. The Contracting Officer’s decision as to the existence of an actual or potential organizational conflict of interest must be final, and is not subject to the ‘Contract Disputes’ clause.

- (g) The Contractor must promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (h) The Contractor must include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "Contractor" where appropriate.
- (i) The rights and remedies described herein must not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at AMS T3.1.7, or elsewhere included in this contract.
- (j) Compliance with this requirement is a material requirement of this contract.

H.15 KEY PERSONNEL AND FACILITIES

Key Personnel and/or facilities may be designated in accordance with AMS Clause 3.8.2-17, Key Personnel and Facilities. All personnel and facilities considered to be "Key" must be specifically designated as such in the executed contract. The Contractor's Project Manager (PM), Task Team Leader and Senior Analyst positions are considered Key Personnel.

H.16 PROJECT MANAGER

The Contractor's Project Manager (PM) will act as the central point of contact with the Government for all contract-related issues. The PM will represent the Contractor at all post-award contract meetings. The PM must also serve as a single point of contact for core team members and prospective subcontractors. Training and experience requirements for this position are identified in Attachment J001 "Labor Category and Skill Level Descriptions".

H.17 SUBSTITUTION OF KEY PERSONNEL

The Contractor must notify the CO prior to making any changes in Key Personnel. No changes in Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to the qualifications of the Key Personnel being replaced. The CO must be notified in writing of any proposed substitution at least thirty (30) calendar days in advance of the proposed substitution. Such notification must include:

- (a) Explanation of the circumstances necessitating the substitution;
- (b) Complete resume of the proposed substitute; and
- (c) Other information requested to enable the CO to judge whether or not the Contractor is maintaining the same high quality of personnel as initially provided.

The CO will evaluate the Key Personnel substitution request and promptly notify the Contractor of its approval or disapproval in writing. All disapprovals will require resubmission of another substitution within fifteen (15) calendar days by the Contractor.

H.18 PERSONNEL QUALIFICATIONS

The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements meet the minimum requirements of Attachment J001, Labor Category and Skill Level Descriptions, except as the CO may authorize. Additionally, these position qualifications are provided to the Contractor as guidance in understanding the level of support required for the contract. Notwithstanding the foregoing, the Contractor must perform efforts in accordance with the contract and must manage the efforts accordingly.

Under all circumstances, Contractor employee resumes must be approved by the CO prior to that employee starting work.

If any of the following apply, the Contractor must notify the FAA or obtain CO approval, as applicable, prior to an individual starting work on a DO:

- (i) Waiver to the minimum requirements of Attachment J001, Labor Category and Skill Level Descriptions: If an individual does not meet any minimum labor category requirements, the Contractor must submit a waiver request. Waiver requests must be approved by the CO. The Contractor must provide a resume, an explanation on why the waiver is required, the specific deviations from the minimum requirements of Attachment J001, Labor Category and Skill Level Descriptions, the proposed labor rate, and any other documentation requested by the CO. The labor rate cannot be higher than the maximum labor rate for the lowest-level labor category of the series for which the Contractor is requesting a waiver. If an individual meets the minimum requirements for any labor category, the labor rate cannot be higher than the maximum labor rate for the labor category for which the individual meets the minimum requirements; such maximum labor rate will not be waived.
- (ii) For any circumstances that cause change to contract personnel, the Contractor must notify the COR, Technical Customer (TC), and CO (email is acceptable) and provide associated resumes and justification, prior to these individuals starting work. New labor rates and increases to current labor rates will be subject to CO review for a determination of whether the rates are fair and reasonable.

In addition to the above, the FAA requires the Contractor to obtain CO approval in writing that proposed Contractor personnel meet the requirements of the contract (including any applicable labor category requirements) before those individuals start work.

Once the CO approves an individual at a specific labor category/level, that individual is

considered approved at the same labor category/level for all other TOs at the same or lower proposed direct labor rate or subcontract rate.

The CO's decision on whether an individual meets the applicable labor requirements must be final and conclusive, and must not be subject to the "Contract Disputes" Clause.

The CO may terminate the DO if the Contractor has not made suitable, timely, and reasonably forthcoming initial assignment of contract personnel, replacement of personnel who have been reassigned, terminated, or otherwise become unavailable to work under the contract, or the resulting loss of productive effort would impair the successful completion of the contract.

Alternatively, if the CO finds the Contractor to be at fault for the condition, then the CO may equitably adjust (downward) the contract price to compensate the FAA for any delay, loss, or damage resulting from the Contractor's action.

H.19 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS

The Contractor must provide support to the Government by completing the work required by the PWS and as assigned under this contract in DOs. The Contractor must not provide technical direction to or assume the Government's responsibility for any FAA programs. Although the effort under this contract may include Contractor recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts must not be binding on other Government Contractors. The Contractor must not take any action with respect to other Contractors, which causes any change in their contract scope of work, cost, or scheduling. No oral statement of any person, and no written statement of anyone other than the CO or the COR, acting within the limits of the authority specified in such designation, must modify or otherwise affect any provision of this contract.

H.20 CONTRACTOR ACQUIRED PROPERTY

Title to material, equipment, and/or property that the contractor is authorized to purchase under this contract as a direct cost to the Government must pass and vest to the Government upon receipt of the equipment or property by the Contractor. This property must be controlled in accordance with 3.10.3-2, *Government Property - Basic Clause (April 2019)*. Inspection and acceptance provisions for this property will be identified at the time the purchase is authorized.

H.21 POST AWARD CONFERENCE

The Contractor must participate in a post award conference within 10 business days

after contract award. The purpose of this conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements, and identify and resolve potential contract issues, unclear contract wording, or to clarify other questions.

The CO is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractor. The conference may be conducted at a location within the Washington, DC commuting area at the Government's discretion.

H.22 PERSONNEL SECURITY REQUIREMENTS

The planned utilization of non-U.S. Citizens in performance of this contract must be identified by name and country of citizenship in the task order proposal. Foreign Nationals shall not be allowed access to Classified or Critical Program Information unless approved on a case-by-case basis by DSS.

H.23 SMALL BUSINESS STATUS

If the size of a Small Business Prime Contractor changes due to an acquisition or merger at any point during the life of the contract, the Prime Contractor must notify the CO within thirty (30) days and provide the re-representation required by under 3.6.1-15, *Post-Award Small Business Program Re-representation (January 2021)*. If the Government determines that the Contractor is no longer a small business in accordance with the NAICS code for the contract, and the Contractor's System for Award Management (SAM) registration data, due to either its acquisition, merger or through revenue growth, the Contractor can no longer participate as a Small Business under this contract, but must be considered a Large Business.

(End of Section H)

PART II - SECTION I CONTRACT CLAUSES

AMS clauses through Change 110 – April 2022

I.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2019)

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

(End of clause)

Clause	Title
3.1.7-1	Exclusion from Future Agency Contracts (July 2018)
3.1.7-2	Organizational Conflicts of Interest (July 2018)
3.1.7-4	Organizational Conflict of Interest –Mitigation Plan Required (October 2019)
3.1.7-5	Disclosure of Conflicts of Interest (July 2018)
3.1.8-1	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (October 2014)
3.1.8-2	Price or Fee Adjustment for Illegal or Improper Activity (October 2019)
3.2.2.3-8	Audit and Records (July 2010)
3.2.2.3-33	Order of Precedence (March 2009)
3.2.2.3-83	Prohibition Against Contracting with Inverted Domestic Corporations (October 2015)
3.2.2.7-6	Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.3-2	Cost Accounting Standards (Oct 2019)
3.2.3-3	Disclosure and Consistency of Cost Accounting Practices (Oct 2019)
3.2.3-5	Administration of Cost Accounting Standards (Oct 2019)
3.2.5-1	Officials Not to Benefit (April 2021)
3.2.5-3	Gratuities or Gifts (October 2019)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 2019)
3.2.5-6	Restrictions on Subcontractor Sales to the FAA (October 2019)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.2.5-13	Contractor Code of Business Ethics and Conduct (April 2010)

Clause	Title
3.2.5-14	Display of Hotline Poster(s) (April 2008)
3.3.1-1	Payments (July 2018)
3.3.1-5	Payments under Time-and-Materials and Labor-Hour Contracts (July 2018)
3.3.1-15	Assignment of Claims (July 2018)
3.3.1-17	Prompt Payment (January 2021)
3.3.1-20	Providing Accelerated Payment to Small Business Subcontractors (October 2012)
3.3.1-41	Electronic Invoicing – Representation (January 2021)
3.3.1-34	Payment by Electronic Funds Transfer-System for Award Management (July 2018)
3.3.1-39	Time and Materials and Labor-Hour Contracts (July 2018)
3.3.2-1	FAA Cost Principals (October 2019)
3.3.2.2	Reimbursement for Travel and Subsistence (April 2010)
3.4.1-12	Insurance (October 2019)
3.4.1-13	Errors and Omissions (July 1996)
3.4.2-6	Taxes-Contractors Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-8	Federal, State, and Local Taxes – Fixed Price Contract (April 2013)
3.5-1	Authorization and Consent (January 2019)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
3.5-13	Rights in Data–General (October 2014)
3.6.1-3	Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (January 2021)
3.6.1-4	Small, Small Disadvantaged, Women-Owned, Service-Disabled Veteran Owned, and HUB Zone Small Business Subcontracting Plan (January 2021)
3.6.1-6	Liquidated Damages – Subcontracting Plan (January 2021)
3.6.1-7	Limitations on Subcontracting (January 2021)
3.6.1-9	Mentor Protégé Program (January 2021)
3.6.1-10	Evaluation of Contractor Participation in the FAA Mentor Protégé Program (January 1999)
3.6.1-11	Mentor-Protégé Requirements and Evaluation (January 2021)
3.6.1-15	Post-Award Small Business Program Re-representation (January 2021)
3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (July 2020)
3.6.2-10	Equal Opportunity Pre-award Clearance of Subcontracts (November 1997)
3.6.2-12	Equal Opportunity For Veterans (July 2020)

Clause	Title
3.6.2-13	Affirmative Action for Workers With Disabilities (July 2020)
3.6.2-35	Prevention of Sexual Harassment (October 2018)
3.6.2-39	Trafficking in Persons (April 2019)
3.6.2-44	Notification of Employee Rights Under the National Labor Relations Act (January 2019)
3.6.3-14	Use of Environmentally Preferable Products (January 2020)
3.6.3-16	Drug Free Workplace (March 2009)
3.6.3-23	Delivery of Electronic and Paper Documents (January 2020)
3.6.4-10	Restrictions on Certain Foreign Purchases (January 2010)
3.6.4-23	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (April 2022)
3.8.2-11	Continuity of Services – Expiring Contracts (October 2018)
3.9.1-1	Contract Disputes (January 2020)
3.9.1-2	Protest After Award (August 1997)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-14	Changes – Time and Materials or Labor Hour (April 2022)
3.10.1-25	Novation and Change-of-Name Agreements (October 2007)
3.10.1-26	Contractor Performance Assessment Reporting System (April 2013)
3.10.2-3	Subcontracts (Time and Materials or Labor Hour Contracts) (April 1996)
3.10.2-6	Subcontracts for Commercial Items and Commercial Components (April 1996)
3.10.3-2	Government Property – Basic Clause (April 2019)
3-10.3-5	Use and Charges (October 2018)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-3	Termination (Cost-Reimbursement) Alternate IV (January 2015)
3.10.6-4	Default (Fixed Price Supply and Service) (January 2020)
3.10.6-7	Excusable Delays (October 1996)
3.13-5	Seat Belt Use by Contractor Employees (October 2001)
3.13-10	Contractor Attendance at FAA Sponsored Training (January 2003)
3.13-11	Plain Language (July 2006)
3.13-13	Contractor Policy to Ban Text Messaging While Driving (January 2011)
3.13-14	Reporting Executive Compensation and First-Tier Subcontract Awards (January 2018)
3.14-2	Contractor Personnel Suitability Requirements (April 2022)
3.14-3	Foreign Nationals as Contractor Employees (April 2022)
3.14-4	Access to FAA Facilities, Systems, Government Property, and Sensitive Information (October 2021)

Clause	Title
3.14-5	Sensitive Unclassified Information (SUI) (January 2022)

I.2 3.1.7-6 Disclosure of Certain Employee Relationships (January 2019)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance.

(2) The name of each individual, retained in any capacity by the contractor, who was employed by FAA during the five-year period immediately prior to the date of award; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

(h) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition and the reason why; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(End of clause)

3.2.4-5 Allowable Cost and Payment (October 2019)

(a) Invoicing. The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with the Federal

Aviation Administration's (FAA) "Contract Cost Principles" in effect on the date of this contract and the terms of this contract (upon request, the Contracting Officer will provide a copy of the FAA Contract Cost Principles). The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract. Any payments for costs under this contract, particularly for costs of Indirect Rates under paragraph (d), must be subject to the provisions of the "Limitation of Costs" clause, or the "Limitation of Funds" clause, if applicable. The Contractor must be responsible to manage and control the allowable cost of performance of the contract, such that payments for any allowable costs, including Indirect Rates under paragraph (d), must not exceed the estimated cost set forth in the schedule, or the funded amount, less an allowance for fee, if the contract is incrementally funded.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only:

(i) Those costs the Contractor has incurred and recorded at the time of the request for reimbursement;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid for-

(A) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

(E) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under FAA contracts; and

(iii) The amount of payments that have been paid to the Contractor's subcontractors under similar cost standards.

(2) Contractor contributions to any pension or other post retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes: Provided, that the Contractor pays the contribution to the fund within 30 days after the close of the period covered. Payments made 31 days or more after the close of a period shall not be included until the Contractor actually makes the

payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established for the period covered by the indirect cost rate proposal.

(2) The Contractor shall, within 180 days after the expiration of each of its fiscal years, or by a later date approved by the Contracting Officer, submit to the cognizant Contracting Officer and to the cognizant audit activity proposed certified final indirect cost rates for that period and supporting cost data specifying the contract and/or subcontract to which the rates apply. The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(i) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Contracting Officer:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Charts of Accounts)

and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost elements.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contract information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect cost.

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) After final annual direct cost rates are established for specific period, the contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed as required by paragraph d(2)(i)(1) of this clause.

(5) Failure by the parties to agree on a final annual indirect cost rate may be the basis of a claim under the "Contract Disputes" clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Must be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-close-out procedures. When the Contractor and Contracting Officer agree, the quick-close-out procedures may be used.

(1) Procedures. Settlement of indirect cost rates must apply to this contract, in advance of the determination of final indirect cost rates, if:

(i) The contract is physically complete;

(ii) The amount of unsettled indirect cost to be allocated to this contract is not more than \$5,000,000 and the cumulative unsettled indirect costs to be allocated to one or more contracts in a single fiscal year do not exceed 15 percent of the estimated, total unsettled indirect costs allocable to cost-type contracts for that fiscal year; and

(iii) Agreement can be reached on a reasonable estimate of allocable dollars.

(2) The settlement must be final for this contract and no adjustment shall be made to other contracts for over- or under-recoveries of costs allocated or allocable to this contract.

(1) The settlement will not be considered a binding precedent when establishing the final indirect costs for other contracts.

(4) These procedures may also be used for the settlement of direct and indirect costs for individual task and delivery orders.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) The Contractor shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than 120 days (or longer, as the Contracting Officer may approve in writing) after settlement of final annual indirect rates for all years. Upon approval of that invoice or voucher, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor must pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.3 3.2.4-34 Option To Extend Services (October 2019)

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

I.4 3.2.4-35 Option To Extend The Term Of The Contract (October 2019)

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

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

(d) The total duration of this contract, including the exercise of any options under this clause, must not exceed five years and six months.

(End of clause)

I.5 3.3.1-33 System for Award Management (April 2022)

(a) Definitions. As used in this clause

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

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

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

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective

awardee must be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

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

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

The offeror should be prepared to provide the following information:

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

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

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

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

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in

performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

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

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

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

(End of Clause)

I.9 3.3.1-37 Limitation on Government's Obligation (July 2018)

(a) Of the total price of contract line item number(s) (CLINs) _____ [CO to insert data], \$ _____ [CO to insert data] is presently available for payment and allocated to these CLINs.(b) The Contractor agrees to perform on these CLINs up to the point at which, in the event of termination of this contract pursuant to the applicable "Termination for Convenience of the Government" clause, the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs,) pursuant to paragraph (c) below, would in the exercise of reasonable judgment by the Contractor approximate the total amount currently allotted to the contract. The Contractor is not authorized to continue work on these CLINs beyond this point. The Government is not obligated to reimburse the Contractor in excess of the amount from time to time allotted to the contract, regardless of anything to the contrary in "Termination for Convenience of the Government."(c) Funds presently allotted to this contract are estimated to cover the work to be performed until _____ [CO to insert data]. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until this date, or an agreed substitute date, the Contractor must notify the Contracting Office in writing when within the next 30 days the work will reach a point at

which, in the event of termination of this contract pursuant to "Termination for Convenience of the Government," the total amount payable by the Government pursuant to paragraph (e) below, will approximate 85 percent of the total amount then allotted to the contract. The notice must state the estimated date when this point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substitute date. The Contractor must, 30 days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the CLINs for a further period as may be specified in this clause or otherwise agreed to by the parties. If after this notification, additional funds are not allotted by the date above written or by an agreed substitute date, the Contracting Officer will, upon written request of the Contractor, terminate this contract on such date or the date set forth in the request, whichever is later, pursuant to "Termination for Convenience of the Government." (d) When additional funds are allotted for continued performance of the CLINs, the parties will agree on the applicable period of contract performance that will be covered by such funds. Paragraphs (b) and (c) above apply to the additional allotted funds and agreed substituted date and the contract will be modified accordingly. (e) If the Contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by the reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the CLINs, in the time of delivery, or in both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the "Contract Disputes" Clause. (f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract. (g) The provisions of this clause with respect to termination will in no way be deemed to limit the rights of the Government under the applicable AMS "Default" clause. The provisions of this clause are limited to the work on and allotment of funds for the CLIN(s) in paragraph (a) above. This clause no longer applies upon the allotment of funds for the total price of the CLINs except for rights and obligations existing under this clause. (h) Nothing in this clause will affect the right of the Government to terminate this contract pursuant to "Termination for Convenience of the Government." In the event of a conflict between this clause and any other term or condition of this contract, this clause will take precedence. (End of Clause)

I.10 3.3.1-40 Electronic Submission of Payment Requests (April 2022)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

(1) Invoice number and invoice date.

(2) Period of performance covered by invoice.

(3) Contract number and title.

(4) Task/Delivery Order number and title (if applicable).

(5) Amount billed (by CLIN), current and cumulative.

(6) Total (\$) of billing.

(7) Cumulative total billed for all contract work to date.

(8) Name, title, phone number, mailing address, and email address (if available) of person to be contacted in the event of a defective invoice.

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

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

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

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

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

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

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

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

Prescription: Must be used in all SIRs and Contracts except (1) for classified contracts or purchases when electronic submission and processing of invoices could compromise classified information or national security; or, or (2) for those paid with a Government purchase card; or (3) real property contracts. Alternate payment procedures to electronic invoicing may be used if a waiver is granted per (f) above and consistent with AMS Guidance T3.3.1A.15. This clause does not apply if an approved waiver is in effect. See also either clause 3.3.1-17 "Prompt

Payment", 3.3.1-18 "Prompt Payment for Fixed-Price Architect-Engineer Contracts", or 3.3.1-19 "Prompt Payment for Construction Contracts" as applicable.

I.11 3.6.2-14 Employment Reports on Veterans (April 2022)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans),
 - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans; and
 - (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.
- (b) The above items must be reported by completing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).'
- c) The Contractor must submit VETS-4212 Reports no later than September 30 of each year.
- d) The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date:
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
 - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported must be based on data known to the contractor when completing the VETS-4212. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

I.11 3.6.2-41 Employment Eligibility Verification (October 2019)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a

contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), except as otherwise specifically provided (in this statute) means the 50 States, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor must--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3

business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E->

Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

(End of Clause)

I.12 3.13-16 Records Management (January 2020)

(a) Definitions.

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

(1) Includes all FAA records.

(2) Does not include personal materials.

(3) Applies to records created, received, or maintained by Contractors pursuant to a FAA contract.

(4) May include deliverables and documentation associated with deliverables.

(b) Requirements.

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

Privacy Act applies to any records maintained by the Contractor. These policies include the preservation of all Federal records, regardless of form or characteristics, mode of transmission, or state of completion.

(2) *Applicability.* All data created for Government use and delivered to, or falling under, the legal control of the Government, are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33. Such Federal records must be managed and scheduled for disposition only as permitted by the Federal Records Act, relevant statute or regulation, and FAA Order 1350.14 “Records Management” at https://www.faa.gov/documentLibrary/media/Order/FAA_1350.14B.pdf.

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

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

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

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

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

transmitted to the Contracting Officer or address indicated in the contract.

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

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

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

(g) *Training.* All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take FAA-provided records management training upon starting under the contract and annually thereafter as per the FAA Electronic Learning Management System (eLMS). If the contractor does not have access to eLMS, the contractor is to contact the Contracting Officer or Contracting Officer's Representative (COR) who will advise the ARO who will in turn make arrangements to ensure the contractor has access. The Contractor is responsible for confirming to the Contracting Officer in an annual report due by September 30 of each year under the contract that training, including initial training and annual refresher training, has been completed in accordance with agency policies. This annual report must list the employee names and dates of initial or annual refresher training.

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

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

(End of clause)

I.13 3.14-13 Use of Contractor-Equipment or Software - Permitted (April 2022)

This contract permits the use of contractor equipment or software in the performance of this contract subject to the following conditions:

(a) Connection of contractor equipment or software to FAA systems or networks. All connection of contractor equipment or software to FAA systems or networks must have the advance written approval of the FAA CIO or their designee.

(b) Contractors must not connect any unapproved contractor equipment or software to an FAA system or network.

(c) Prior to connecting contractor equipment or software to the FAA system or network, the contractor must also:

(1) Provide the CO and COR with a list of all equipment and software they plan to connect to the FAA system or network.

(2) Follow FAA configuration guidelines. The contractor must document all exceptions and provide the FAA with a list of the exceptions.

(3) Ensure that all contractor personnel complete the FAA's Security and Privacy Awareness Training course in eLMS, sign the FAA Rules of Behavior, maintain adequate copies in accordance with the rules of behavior, and complete other mandatory training as specified by the CO or by their contracts prior to the use of the contractor equipment or software.

(4) All approved contractor equipment or software must be visible to the FAA scanning tools and be actively scanned by the FAA Security Operations Center (SOC) in the same manner as any government furnished property (GFP).

(d) All users of approved contractor equipment or software must:

(1) Sign the FAA Rules of Behavior upon initial connection to the FAA network and annually thereafter.

(2) Complete the annual Security and Privacy Awareness Training course upon initial connection to the FAA network and annually thereafter.

(3) Adhere to all FAA policies and procedures for connecting to the FAA network and use of FAA information.

(e) Contractors requiring access to systems containing PII must follow the FAA's privacy requirements.

(f) A copy of FAA information security and privacy orders, including FAA Order 1370.121A FAA Information Security and Privacy Program &

Policy is found at the following link https://employees.faa.gov/tools_resources/orders_notices.

(End of clause)

(End of Section I)

PART III - SECTION J
LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION	FILE NAME
Attachment J001	Attachment J001, Labor Category and Skill Level Descriptions	Attachment J001, Labor Category and Skill Level Descriptions.pdf

(End of Section J)

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFEROR’S

K.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2019)

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

(End of clause)

The following contract clause or clauses pertinent to this section are hereby incorporated by reference:

Clause Number	Clause Title
3.2.2.3-82	Prohibition on Conducting Restricted Business Operations in Sudan - Certification (July 2012)
3.2.5-2	Independent Price Determination (October 1996)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2019)
3.5-14	Representation of Limited Rights Data and Restricted Computer Software (January 2010)

K.3 3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of **180** calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

K.4 3.2.2.3-23 Place Of Performance (July 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information: Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner:

(End of provision)

K.5 3.2.2.3-81 Prohibition Against Contracting with Inverted Domestic Corporations-Representation (October 2015)

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

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

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

(End of Provision)

K.6 3.2.2.7-7 Certification Regarding Responsibility Matters (January 2018)

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

(i) All representations and certifications as reflected in the System for Award Management (SAM) are current and accurate as of the date the proposal/offer is submitted. The offeror must provide immediate written notice to the Contracting Officer if at any time prior to award the Offeror and/or any of its Principals learns that any certification or representation in SAM was erroneous when this

proposal/offer was submitted or has become erroneous by reason of changed circumstances. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, <https://www.vip.vetbiz.gov>.

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

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

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public-

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

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

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying

tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

(End of provision)

K.7 3.2.2.7-9 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (January 2017)

(a) As required by sections 745 and 746 of Title VII, Government-Wide General Provisions, of the Consolidated Appropriations Act, 2026 (Public Law 114-113), and similar provisions, if contained in subsequent appropriations acts, the FAA will not enter into a contract with any corporation that—

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

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

(b) The offeror represents that—

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

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

(End of provision)

K.8 3.2.3-1 Cost Accounting Standards Notices and Certification (October 2019)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified as the following subsections I through III.

Offerors must examine each part and provide the requested information to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract more than \$2,000,000 resulting from this screening information request (SIR), except contracts in which the price negotiated is based on:

(1) Established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) Prices set by law or regulation, will be subject to the requirements of CAS

rules, except for those contracts which are exempt as specified in CAS rules.

(b) Any offeror submitting an offer which, if accepted, will result in a contract subject to the requirements of CAS rules must, as a condition of contracting, submit a Disclosure Statement as required by CAS rules. The Disclosure Statement must be submitted as a part of the offer under this SIR unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this offer. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement must not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing offers or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO), and (ii) One copy to the cognizant contract auditor. (Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO where filed:

The offeror further certifies that practices used in estimating costs in pricing this offer are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO where filed:

The offeror further certifies that the practices used in estimating costs in pricing this offer are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this offer, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that:

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted; and

(ii) in accordance with CAS rules, the offeror is not yet required to submit a Disclosure Statement.

The offeror further certifies that if an award resulting from this offer has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with offers submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of CAS rules and elects to do so, the offeror must indicate by checking the box below. Checking the box below must mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of CAS rules and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this offer was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this offer is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror must indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

___ Yes ___ No

(End of clause)

K.9 3.3.1-35 Certification of Registration in System for Award Management (August 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

K.10 3.6.2-5 Certification of Non-Segregated Facilities (March 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1002.

(End of provision)

K.11 3.6.2-6 Previous Contracts and Compliance Reports (May 1997)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 202 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.12 3.6.2-8 Affirmative Action Compliance (April 1996)

The Offeror represents that

(a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.13 3.6.4-19 Prohibition Contracting with Entities Engaging in Certain Activities or Transactions Related to Iran- Representation and Certifications (April 2013)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

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

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

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

"Sensitive Technology"

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

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

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

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

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

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

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

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

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

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

(End of provision)

K.14 3.6.4-22 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (January 2021)

NOTE: The offeror must not complete the representation in this provision if the offeror has represented that it 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 in provision 3.6.4-24 “Covered Telecommunications Equipment or Services – Representation” (January 2021).

CLAUSE:

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

Covered telecommunications equipment or services, Critical technology, and Substantial or essential component have the meanings provided in AMS clause 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (January 2021).

(b) Prohibition. 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. Contractors are not prohibited 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.

(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) Representation. 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.

(e) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror must provide the following information as part of the offer--

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or

wholesaler number; and item description, as applicable);

(2) 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) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

(End of Provision)

K.15 3.6.4-24 Covered Telecommunications Equipment or Services-Representation (January 2021)

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

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

(c) *Representation.*

- (1) The offeror represents that it _____ does, _____ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

K.16 3.8.2-18 Certification of Data (April 2017)

(a) The use of the term data within this clause means all information submitted in the offer (e.g., company profile, qualifications, background statements, brochures) with the exception of cost/price data.

(b) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data submitted with its offer is current, accurate, and complete as of the date of its offer.

(c) The offeror understands that any inaccurate data provided to the Department of

Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1002 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3802-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(d) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1002.

(End of provision)

**K.17 3.13-4 Contractor Identification Number - Data Universal
Numbering System (Duns) Number (August 2012)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from SAM clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror must provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number; it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

(End of Section K)

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

L.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2018)

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

The following contract clause or clauses pertinent to this section are hereby incorporated by reference:

- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-6 Submittals in the English Language (Sept 2020)
- 3.2.2.3-7 Submittals in U.S. Currency (Sept 2020)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information Documentation/Offers (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (April 2018)
- 3.2.2.3-15 Authorized Negotiators (July 2004)
- 3.2.2.3-16 Restricting, Disclosing, and Using Data (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.2.4-25 Single or Multiple Awards (April 1996)
- 3.13-4 Contractor Identification Number Data Universal Numbering System (DUNS) Number (July 2017)

L.2 FAA AMS CLAUSES AND PROVISIONS PROVIDED IN FULL TEXT

L.2.1 3.2.4-1 Type of Contract

The FAA contemplates award of a Time and Materials (T&M) type resulting from this Screening Information Request.

(End of provision)

L.2.2 3.9.1-3 Protest (January 2020)

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

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

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

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

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

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

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

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

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

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

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

(f) Protests shall be filed at:

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

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

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

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

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

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

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

(End of provision)

L.2.3 3.2.2.3-20 Offers (January 2018)

- (a) The offeror (you) may submit responses to this SIR by email. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Such offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) Send your offer electronically to Contracting Officer(s):

Attn: Francisco A. Felix

Francisco.Felix@faa.gov

And

Christopher P. Tetrault

Christopher.P.Tetrault@faa.gov

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

(End of provision)

L.2.4 3.6.1-17 North American Industry Classification System (NAICS) Code (January 2021)

The North American Industry Classification System (NAICS) code for this procurement is: 541910 – Marketing Research and Public Opinion Polling.

The small business size standard as defined by the Small Business Administration (SBA) is the following: For NAICS codes based on SBA's calculation of annual receipts, the annual average receipts cannot exceed \$15M.

For NAICS codes based on the number of employees, the average number of employees over the last twelve-month period cannot exceed N/A.

(End of provision)

L.3 SPECIAL NOTICE TO OFFERORS

Each Offeror is presumed to submit a proposal which represents its best efforts to respond to the SIR requirements, including the Statement of Work requirements. Any inconsistencies between the technical and cost proposals must be fully explained. A significant inconsistency, if unexplained, raises a fundamental question of the Offeror's understanding of the work required and ability to perform the contract. This may be grounds for either rejection of the proposal or a basis for a determination of non-compliance. Failure to submit any of the information requested by this SIR may be cause for unfavorable consideration or proposal rejection.

L.4 METHOD, DATE AND TIME FOR SUBMISSION OF PROPOSALS

- a) Offerors are instructed to assemble and identify proposal volumes in accordance with the table below. Offerors must ensure that all volume titles and associated content are

compiled and delivered as shown in the table below.

PROPOSAL VOLUME	DUE DATE /SUBMISSION TIME
Volume I (Technical)	October 6, 2022 02:00 PM (ET)
Volume II– Survey Forms (Past Performance)	
Volume III (Pricing Proposal)	
Volume IV Other Proposal Documentation (3 parts - Exceptions, Deviations, or Assumptions; Contract Documents; and Associated Information Responsibility Determination)	

- b) The FAA will not accept submission made by facsimile, telex, telegraph or similar means. If the Contracting Officer or designated representative does not receive a proposal by the specified date and time, it will not be evaluated. Offerors assume full responsibility for ensuring that the appropriate authority receives proposals no later than the date and time specified above.

L.5 NOTIFICATION OF INTENT TO WITHDRAW PROPOSAL

An Offeror may withdraw its proposal from competition by sending written notice, signed by an authorized representative, to the Contracting Officer at any time prior to Contract Award. Prior to such action, the Offeror must notify the Contracting Officer in writing of representatives authorized to withdraw the proposal. Proposals may be withdrawn via e-mail, but not by facsimile or mail.

L.6 ALTERNATE PROPOSALS

Alternate proposals will not be considered.

L.7 PERIOD OF OFFER

Proposals must be binding for 180 calendar days from the SIR closing date. Offerors may propose more than 180 days; however, proposals offering less than 180 days may be deemed unacceptable.

L.8 SIR QUESTIONS, CONCERNS, AND CLARIFICATIONS

- a) The Contracting Officer is the sole point of contact for this acquisition. All Offeror questions, concerns, and clarification requests must be made in writing and submitted to the FAA via email to the Contracting Officer Attn: Francisco A. Felix, with a copy to Christopher Tetrault, no later than **02:00 PM, Eastern Standard Time, August**

26, 2022. The FAA will compile questions received and post them for review by all Offerors; however, the FAA will not post the author of each question.

- b) Written inquiries received within the timeframe specified in (a) above, will be answered in writing and provided to all Offerors prior to the required date for submittal of the Offeror's proposal. The FAA reserves the right to not answer any requests received outside of the above timeframe. Furthermore, Offerors must note that the proposal due date will not be extended solely on the basis of questions received after the timeframe mentioned above.
- c) The FAA will not provide verbal or written responses to Offeror questions, concerns, and clarification requests initiated via telephone.

L.9 EXPENSES RELATED TO OFFEROR SUBMISSIONS

- (a) The FAA will not pay for the information solicited, nor reimburse the Offerors for any costs incurred in the preparation or submission of any response to this SIR or in making necessary studies or designs for the preparation thereof.
- (b) No pre-contract costs will be allowed on this contract. Pre-contract cost are defined as any costs incurred at the Offeror's risk in anticipation that any such costs may later be charged to any resulting contract.

L.10 NOTIFICATION OF AWARD AND DEBRIEFING OF UNSUCCESSFUL OFFERORS

Written notice of award to unsuccessful Offerors will be provided within three (3) business days of contract award. Successful or unsuccessful Offerors may request a debriefing by providing a written request to the Contracting Officer within three (3) business days after receiving the notice of award. Debriefings will be conducted only after completion of source selection activities and award of contract. All Offerors who notify the Contracting Officer within three (3) business days of receipt of the award notification are entitled to a debriefing. The FAA will provide the debriefing within a reasonable period of time after receipt of the request for debriefing.

Debriefings will be provided in accordance with AMS Acquisition Management Policy 3.2.2.3.1.4, Debriefing, and AMS Procurement Guidance T.3.2.2.D.1.9, Debriefing of Offerors/Lessons Learned.

L.11 NUMBER OF AWARDS

The Government contemplates awarding up to one GA Survey contract.

L.12 DISPOSITION OF PROPOSALS

Proposals from Offerors will not be returned. The FAA may elect to retain or destroy Offeror submissions.

L.13 FALSE STATEMENTS

Proposals must set forth full, accurate, and complete information as required by this solicitation, including attachments. The penalty for making false statements in proposals is prescribed in 18 U.S.C. § 1001.

L.14 NON-GOVERNMENT PERSONNEL PARTICIPATION

Offerors are hereby notified that the FAA may have responses to the SIR, to include any written technical proposals or other written information, reviewed by support service Contractor personnel serving as advisors to FAA evaluators during the evaluation phase of this acquisition. The exclusive responsibility for source selection will remain with the FAA. Any objection to disclosure of information to these non-Government evaluators and advisors must be provided in writing no later than 7 calendar days after SIR release and must include a detailed statement with the basis of the objection. All non-Government personnel will be required to sign non-disclosure of information agreements before they are provided access to any responses to this SIR.

The FAA currently intends for the following companies to participate in the evaluation but reserves the right to include others:

ITstrategy L.L.C.

The exclusive responsibility for source selection will remain with the FAA.

L.15 COMMUNICATIONS WITH OFFERORS

The Government may, at any time, communicate with Offerors on an individual basis to explain or clarify particular aspects of the competition, to negotiate as appropriate the terms and conditions of the proposed contract, or to seek additional information regarding Offerors' submissions. Communication with potential Offerors may take place throughout the source selection process. The purpose of communications is to ensure there are mutual understandings between FAA and the Offerors on all aspects of the procurement, including the Offerors' submittals/proposals. Information disclosed as a result of oral or written communication with an Offeror may be considered in the evaluation of an Offeror's submittal(s).

To ensure that Offerors fully understand the intent of the SIR (and FAA's needs stated therein), the FAA may hold one-on-one meetings with individual Offerors pertaining to their offers. One-on-one communications may continue throughout the process, as required, at the FAA's discretion. Communications with one Offeror do not necessitate communications with other Offerors because communications will be Offeror-specific. Regardless of the varying levels of communications with individual Offerors, the CO will ensure such communications do not give any Offeror an unfair competitive advantage.

Offerors must provide in their submissions Points of Contact (POCs), telephone numbers, and e-mail addresses for this purpose. The POC for the Government information are:

POC:

Attn: Francisco A. Felix
800 Independence Avenue, S.W., Room 406
Washington, DC 20591
Email: Francisco.Felix@faa.gov

Attn: Christopher P. Tetrault
800 Independence Avenue, S.W., Room 406
Washington, DC 20591
Email: Christopher.P.Tetrault@faa.gov

L.16 ACQUISITION MILESTONES

The following acquisition milestones are provided for informational purposes only and are subject to change:

ACQUISITION MILESTONE	DATE
SIR Issued	August 19, 2022
Deadline for Offeror's SIR Questions	August 26, 2022
Receipt of Proposals	October 6, 2022
Contract Award	February 1, 2023

L.17 PROPOSAL GENERAL INSTRUCTIONS

- (a) Proposals must be complete and conform to the instructions in this section; incomplete proposals or proposals which contain deviations may result in the exclusion of such proposals from further consideration. General statements that the Offeror understands the requirements of the work to be performed or simple rephrasing or restating of the FAA's requirements, without further substantiation, will be considered unsupported, will result in lower evaluation ratings, and may be cause for rejection of the proposal.
- (b) It is the Offeror's responsibility to ensure the completeness of the proposal. The evaluation of proposals will be conducted on the basis of the information contained in the written proposal. The Government will not assume that an Offeror possesses any capabilities not specified in the written proposal.
- (c) Any data that may contain trade secrets, copyright data, and/or financial information which the Offeror or proposed Subcontractors do not want disclosed for any purpose other than the evaluation of the proposal must be marked in accordance with AMS 3.2.2.3-16, "Restriction on Disclosure and Use of Data (JUL 2004)."
- (d) All proposals will be screened initially for completeness, and accuracy. Offerors

whose proposals do not meet all initial screening criteria may be excluded from the competition:

- Each Offeror’s proposal must contain four (4) Volumes, I through IV, in accordance with Table L-1 below.
 - Electronic Proposals – An electronic cover sheet must be provided for each volume (Volume I through IV), which clearly identifies each volume, volume number, SIR number, SET proposed and the Offeror's name. This sheet must be part of each submitted volume, as opposed to a separate file and will not count against any page limitations. An electronic Table of Contents, Table of Tables, Table of Graphs, Table of Figures and List of Acronyms sheet must be provided for each volume, as applicable, and will not count against any page limitations.
 - Electronic files must be submitted in accordance with Table L-1. Excel files must show formulas.
 - Where signatures are required, the electronic format must be a scanned PDF or electronic signature.
- (e) The Offeror’s proposal must comply with the page limit, formatting, naming and other instructions in specified in Table L-1 below:

Table L-1. Proposal Volume Instructions

VOLUME NUMBER	VOLUME TITLE	PAGE LIMIT*	FORMAT	FILE NAMING CONVENTION (XXX = NAME/ACRONYM FOR COMPANIES) (MUST BE A MINIMUM OF 3 LETTERS)
I	Technical	10	<p>PDF, Pages must be 8-1/2 x 11 inches, portrait. The font type must be Times New Roman and size 12-point with single-line spacing. The exception is for charts, graphs, and pictures for which the font size must be no less than 10-point. All Top, Bottom, Left, and Right Margins must be 1 inch. Foldouts (i.e. 11x17 inches) are permissible but count as two (2) pages each. Any items embedded within a document must be object-only, not links.</p> <p>Include three (3) resumes for the Project Manager, Task Team Leader and Senior Analyst positions.</p> <p>Letters of Commitment (LOC) are required to be submitted with each resume.</p> <p>Resumes are limited to 2 pages each and LOCs are limited to one page each.</p> <p>The three (3) resumes and LOCs are not included in the 10-page technical proposal</p>	Vol. I Technical Proposal (Set A, B or C , as appropriate) XXX_MM-DD-YY.pdf
II	Past Performance Surveys	NA	In accordance with FAA Template (L002)	Vol. II PP-XXX_MM-DD-YY.pdf

VOLUME NUMBER	VOLUME TITLE	PAGE LIMIT*	FORMAT	FILE NAMING CONVENTION (XXX = NAME/ACRONYM FOR COMPANIES) (MUST BE A MINIMUM OF 3 LETTERS)
III	Price	NA	In accordance with Attachment L002	Vol III Price Proposal XXX_MM-DD-YY. xls (L002)
IV	Other Proposal Documentation Part 1 - Exceptions, Deviations, or Assumption	NA	Same as Technical	Vol IV Exceptions _Deviations_ Assumptions - XXX_MM-DD- YY.pdf
IV	Other Proposal Documentation Part 2 - Contract Documents and Associated Information	NA	Same as Technical	Vol IV- Contract Documents XXX_ _MM-DD- YY.pdf
IV	Other Proposal Documentation Part 3 – Responsibility Determination	NA	Same as Technical	Vol IV DB -XXX_ _MM-DD- YY.pdf

* Proposal submissions must not exceed any page limitations established for the individual volumes. Any volume submission exceeding a page limitation will only be evaluated up to the established page limitation.

(f) Within each Offeror's electronic submission, all proposal volumes and sections within each volume must be clearly identified. Files larger than 10Mb must be split into multiple, smaller files to ensure they are received by the FAA.

(g) Each volume must be organized such that an extensive search of the proposal is not

necessary for its review. Information not in its appropriate section and not appropriately referenced may be assumed to have been omitted. Each section within a volume must be consecutively numbered.

- (h) The FAA may decline to consider offers that do not include required information or follow the required submission format and versions, or that reject any of the terms, conditions, or provisions of the SIR.

L.18 VOLUME I (TECHNICAL) INSTRUCTIONS FOR PROPOSAL PREPARATION

The filename must be “Vol. 1 Technical Proposal-XXX_MM-DD-YY.pdf”
(XXX = COMPANY NAME or ACRONYM)

For Technical, the Offeror must address the following three (3) Factors:

1) Factor 1: Technical Approach and Understanding

The proposal must describe the Offeror’s technical approach and understanding in performing the Section C contract requirements.

2) Factor 2: Corporate Experience

The proposal must describe the Offeror’s relevant experience in performing at least three (3) examples of projects of a similar size, scope and complexity to this procurement.

3) Factor 3: Staffing Plan

The proposal must include a summary staffing table listing its proposed project team and their individual qualifications along with the three (3) required resumes for the proposed Project Manager, Task Team Leader and Senior Analyst positions.

L.19 VOLUME II (PAST PERFORMANCE) INSTRUCTIONS FOR PROPOSAL PREPARATION

The filename must be “Vol.II PP-XXX_MM-DD-YY.pdf” (XXX = ACRONYM FOR COMPANIES)

- (a) The Offeror must request customer references for three (3) examples of relevant experience included in its Technical proposal, complete FAA Template in Attachment L002 Past Performance Questionnaire and submit the completed forms to the Contracting Officers identified in section L.15.
- (b) At least two of the three Past Performance Questionnaires must be for prime contract work. Offerors must submit copies of the L002 forms provided to its customer references with its proposal. Work must have been performed within the last three (3) years.

(c) The FAA reserves the right to contact any Offeror references to verify the information submitted and to obtain and evaluate additional Past Performance information.

(d) If the FAA receives more than three Past Performance Questionnaires, it will only consider the first three received.

L.20 VOLUME III (PRICE) INSTRUCTIONS FOR PROPOSAL PREPARATION

The filename must be “Vol III-XXX_Price Proposal_MM-DD-YY.xls” for L001 and “Vol III- XXX_Price Proposal_MM-DD-YY.pdf” for pricing narrative.

(XXX = ACRONYM FOR COMPANIES)

- a) Pricing data must not be included with any other Volume and, if included within other volumes, the proposal may be excluded from the evaluation and found ineligible for award.
- b) The Government anticipates that adequate price competition will exist, so Offerors are not required to submit certified cost or pricing data with their proposals. The Government anticipates that the data required by this SIR will be adequate for its price evaluation; however, the Government reserves the right to request additional information, if it is determined necessary to ensure a fair and reasonable price.
- c) The Offeror’s completed worksheet (Attachment L001) must be submitted to the FAA in Microsoft Excel format.

L.21 VOLUME IV ADDITIONAL PROPOSAL DOCUMENTATION

The following documents and information must be included in Volume IV

- Any Exceptions, Deviations, or Assumptions made regarding the SIR;
- Contract Documents and Associated Information; and
- Information Regarding Financial Capability

L.21.1 Exceptions, Deviations and Assumptions

The filename must be “IV-XXX_Exceptions_Deviations_Assumptions_MM-DD-YY.docx” (XXX = ACRONYM FOR COMPANIES)

Any exceptions, deviations and assumptions taken with the requirements of the SIR must contain sufficient amplification and justification to permit evaluation. All exceptions, deviations, and assumptions must be fully explained for each exception taken.

If no exceptions, deviations or assumptions are taken, the proposal must affirmatively state that none have been taken.

Offerors must clearly indicate to which Volume each exception, deviation and/or assumption applies. The Offeror must also group the exceptions, deviations and/or assumptions according to which Volume (Technical, Past Performance, Price) it relates.

The Offeror is on notice that the FAA reserves the right to reject any exceptions, deviations, and/or assumptions and consider the rejection in the evaluation. The Offeror is on notice that the FAA reserves the right not to contact an Offeror if the FAA rejects any exceptions, deviations and/or assumptions.

L.21.2 Contract Documents and Associated Information

The filename must be “Vol IV-XXX_Contract_Documents_MM-DD-YY.pdf”. (XXX = ACRONYM FOR COMPANIES)

- A completed SF-33 and signed SF-30s (Amendments- if applicable).
- Completed Representations and Certifications, in accordance with Section K.

L.21.3 Information Regarding Financial Capability

The filename must be “Vol IV-XXX_DB_MM-DD-YY.pdf”. (XXX = ACRONYM FOR COMPANIES)

Notwithstanding the evaluation methodology outlined in this SIR, an Offeror must also be found responsible by the CO prior to the award of any resultant contract. In order for the FAA to perform an analysis to determine Offeror’s responsibility, the Offeror must submit the following information:

- Sufficient information to demonstrate the financial capability to fund and perform a contract of this size and duration. This includes:
 - A Dun and Bradstreet Comprehensive Report (CR) for the Offeror dated no later than 6 months prior to the proposal submission date or
 - Certified or Reviewed Financial Statements (Balance Sheet, Income Statement, Statement of Cash Flow, and any CPA letters and reports) for the Offeror for the last three (3) completed company fiscal years, certified by a CPA in good standing, as of the most recent fiscal year.
 - A description of all current or pending legal action under Federal Government contracts for the bidding entity within the past three (3) years resulting from but not limited to: Requests for Equitable Adjustments or pending or ongoing claims, pending or ongoing cure notices, Terminations for Convenience or Terminations for Default;
 - Identification of any proposed team member that has been placed on the Excluded Parties List System (EPLS) or has otherwise been debarred,

suspended, proposed for debarment, proposed for suspension, or otherwise declared or proposed to be declared ineligible to receive U.S.-government contracts, subcontracts, assistance, or benefits within the last three (3) years. If any team member is so identified, the Offeror must describe the relevant circumstances.

Contract award will be made only to a Contractor determined by the Contracting Officer to be responsible. As a minimum, to be determined responsible, a prospective Contractor must:

- a. Have obtained adequate financial resources to perform a contract;
- b. Have the ability to meet any required or proposed delivery schedules;
- c. Have a satisfactory performance history;
- d. Have a satisfactory record of integrity and proper business ethics;
- e. Have appropriate accounting and operational controls that may include, but are not limited to: production control, property control systems, quality assurance programs, and appropriate safety programs; and
- f. Be qualified and eligible to receive an award under applicable laws or regulations.

The FAA may rely on information from compliance and regulatory agencies and/or independent investigation to determine an Offeror's responsibility.

If an Offeror submits more than one file related to the required documents, the file title must include additional descriptive information related to each filename.

L.23 SMALL BUSINESS SIZE STANDARD

- (a) The North American Industry Classification System (NAICS) code for this procurement is 611430, Professional and Management Development Training.
- (b) For proposal evaluation purposes, the FAA will determine whether or not an Offeror qualifies as a small business based upon the individual business declaration form submitted by the Offeror as part of the proposal. Offerors will have to qualify as a small business as of the projected award date of this SIR.

L.24 LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION	FILE NAME
Attachment L001	Pricing Worksheet	Attachment L001 Pricing Worksheet.xls
Attachment L002	Past Performance Surveys	Attachment L002 Past Performance Surveys.docx

(End of Section L)

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

**M.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE
(JULY 2018)**

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

The following contract clause or clauses pertinent to this section are hereby incorporated by reference:

3.3.1-30 Progress Payments Not Included (November 1997)

3.2.4-31 Evaluation of Options (April 1996)

M.2 GENERAL

- (a) This acquisition will utilize the Best Value Approach for selecting an Offeror for award. The Best Value Approach is a method of selecting the proposals that represents the best value to the Government, based upon the evaluation of cost or price and other factors specified in the solicitation. Under the Best Value Approach, the Government will assess non-price factors and price factors based on the evaluation factors in this section and their relative importance, as defined in M.4, and select the proposal that represents the best value to the Government. This approach provides the opportunity for a trade-off between price and non-price factors and does not require that the awards be made to either the Offeror submitting the highest rated technical proposal or the Offeror submitting the lowest prices, although the ultimate award decision may be to either of these Offerors.
- (b) Each proposal submitted in response to this solicitation will be evaluated by a board of qualified personnel who will evaluate all information furnished by the Offerors; including proposals, responses to questions (written), and revised proposals, if any. This evaluation will address the following:
 - Technical (Volume I);
 - Past Performance (Volume II)
 - Price (Volume III); and
 - Additional Proposal Documentation (Volume IV)
- (c) All proposals will be screened initially for completeness and accuracy. Offerors whose proposals do not meet all initial screening criteria may be excluded from the competition.

- (d) Proposals that fail to meet the requirements of the solicitation or are unrealistic in terms of technical content or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the technical complexity and risks of the contract requirements, and may be found ineligible for further evaluation and no longer considered for contract award.
- (e) Offerors are cautioned not to minimize the importance of an adequate response in any area because of importance or visibility. Offerors must furnish adequate and specific information in their responses in accordance with Section L of the SIR. Offerors must address all SIR instructions, terms and conditions, representations and certifications, technical requirements, and identified factors and sub-factors to be eligible for award. The FAA reserves the right to eliminate from further consideration before evaluation of any proposal that is determined non-compliant with the terms and conditions of the SIR.
- (f) If at any time during the evaluation process the FAA concludes that an Offeror is not likely to receive award, the FAA may eliminate the Offeror from further consideration for award. The Contracting Officer will provide written notification to any Offeror eliminated from further award consideration.
- (g) General statements that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the FAA's requirements, without further substantiation, will not be considered adequate and will be reflected in lower evaluation scores or may be cause for rejection of the proposal in its entirety.
- (h) In evaluating the proposals, the FAA may conduct written or oral communications with any or all Offerors. The FAA reserves the right to conduct communications with any individual Offeror, or all competing Offerors, as the situation warrants. Communications with one or more Offerors do not require communications with all Offerors.
- (i) Alternate proposals are not authorized to be submitted in response to this SIR, and will not be evaluated.
- (j) The FAA does not authorize Joint Venture proposals in response to this SIR, and the FAA will not evaluate any alternate proposals received.
- (k) The FAA reserves the right to award a contract from the initial submissions without entering into communications, reject any and all offers, or waive any requirements, minor irregularities, or discrepancies, if it would be in the best interest of the FAA to do so.

M.3 BASIS FOR AWARD

- (a) The FAA intends to award up to one contract award under this SIR; however, the FAA reserves its right to make no award.

- (b) The FAA will evaluate proposals submitted under Volume I – Technical, Volume II – Past Performance, Volume III – Price and Volume IV– Other Proposal Documentation.
- (c) Prior to the award of any contract, the prospective Contractor must also be determined to be responsible in accordance with AMS 3.2.2.2. To assist in this determination, the Government reserves the right to conduct a pre-award survey of any Offeror, or Offeror’s subcontractors, if deemed necessary by the Contracting Officer. A pre-award survey does not necessarily mean that an Offeror has been selected for award.
- (d) Offerors must include proposed fixed prices for all CLINs as specified in Attachment L001, so that all proposals may be properly evaluated. Failure to comply with this requirement may be cause for rejection of the entire offer.

M.4 EVALUATION FACTORS ORDER OF IMPORTANCE

- (a) For the best value determination, Volume I (Technical) is more important than Volume II (Past Performance). Volumes I and II each are more important than Volume III (Price). As differences between the Offeror’s Non-Price Volumes (I and II) become smaller, the Price Volume (III) becomes more important.
- (b) Volume IV (Other Proposal Documentation) will be reviewed for acceptability, but will not be individually rated. Exceptions, deviations, and assumptions will be evaluated as a part of the volume to which each exception, assumption or deviation relates.
- (c) In order to be considered for award, the Offeror must be assessed a minimum of “Acceptable” for Volume 1 - Technical and a “Pass” for Volume 2 – Past Performance

M.5 EVALUATION FACTORS

M.5.1 Technical (Volume I)

The FAA will evaluate Volume I submissions as follows:

Technical – consisting of the following three (3) Factors. All factors are of equal importance.

1. Factor 1 – Technical Approach and Understanding

The Offeror will be evaluated on the degree to which the Offeror demonstrates a comprehensive and credible technical approach and understanding to performing the contract requirements.

2. Factor 2 - Corporate Experience

The Offeror will be evaluated on the degree to which the Offeror demonstrates relevant experience in performing requirements of a similar size, scope and complexity.

3. Factor 3 – Staffing Plan

The Offeror will be evaluated on the degree to which the Offeror's staffing plan and the proposed resumes (3) (Project Manager, Task Team Lead and Senior Analyst) and its other staff demonstrate the requisite education/experience/ skills to successfully perform the contract requirements.

M.5.2 Past Performance (Volume II)

The FAA will consider Past Performance information determined to be relevant and recent.

The Government will evaluate Past Performance based on the degree to which the Offeror demonstrates the ability to meet technical requirements, deliver quality services, control costs, provide timely deliveries and satisfy customer expectations on similar programs.

The definitions for Recent and Relevant are as follows:

Relevant – Present or past contracts that involved essentially the same curriculum set, scope, complexity, and magnitude of effort as what will be required under the Statement of Work for this contract.

Recent – Performance that is currently ongoing or was completed within the last five (5) years from the release date of this SIR.

The Government will evaluate and score Past Performance on a Pass/Fail basis per Section M.6 based on the Past Performance Questionnaires required by Section L.19 and, if the Government determines it to be appropriate, other sources.

M.5.3 Price (Volume III)

The FAA will evaluate the proposals for reasonableness, completeness and balance. Price Proposals will not be scored or rated.

In evaluating offers, the FAA will use a Total Evaluated Price (TEP). The TEP will be the sum of Offeror's proposed yearly labor pricing (labor hours x rates) as submitted on L001 along with the FAA provided yearly Travel and ODC amounts.

The FAA will evaluate proposals for reasonableness in accordance with AMS Policy Section 3.2.3.2 and AMS Procurement Guidance Section T3.2.3. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

The FAA will review each proposal to determine whether the proposal includes all required pricing information, and pricing details align with summary pricing tables. Completeness shall be determined based on the information requested in Section L.20. The FAA at its sole discretion might require additional information or reject proposals lacking completeness or consistency.

The FAA will evaluate proposals to determine whether the Offeror’s proposal contains unbalanced pricing. Unbalanced pricing exists where, despite an acceptable total evaluated price, the price of one or more CLINs is significantly understated or overstated as indicated by the application of price analysis techniques; or the offer is so grossly unbalanced that its acceptance would be equivalent to allowing an advanced payment (front loaded). Offerors are cautioned that a proposal may be rejected if unbalanced pricing exists and the FAA determines that the lack of balance poses an unacceptable risk.

The FAA reserves the right to perform price realism in accordance with AMS T.3.2.3. The FAA reserves the right to conduct cost analysis if necessary to ensure a fair and reasonable price and to support the price realism analysis. This may require the FAA to request additional information from the Offerors.

M.5.4 Other Proposal Documentation (Volume IV)

The FAA will evaluate any proposed exceptions, deviations, and assumptions for supporting rationale and acceptability. Exceptions, deviations, and assumptions must contain sufficient amplification and justification to permit evaluation. The FAA will evaluate the information provided in Volume IV as part of the Offeror’s responsibility determination.

M.6 PROPOSAL SCORING

The FAA evaluation will use the following definitions in the proposal assessments:

Strength	An aspect of a proposal that would positively impact performance of the resulting contract, exceed the minimum requirements, or otherwise benefit the Government. The area that exceeds the requirements stated in the statement of work. Also may contain enhancing features that provide supply or service above and beyond what is called for that benefit the Government.
Weakness	An aspect of a proposal that would negatively impact performance of the resulting contract, fail to meet the minimum requirements, or otherwise harm the Government. A flaw that increases the risk of unsuccessful performance. A weakness is also an omission from the Offeror’s proposal that contributed to a deficiency in meeting the evaluation criteria or is otherwise a shortcoming of the proposal that has the potential to degrade contract performance. A weakness may be correctable through discussions and revisions.

Deficiency	A material failure to meet the requirement or a combination of weaknesses that increases the risk of unsuccessful performance to an unacceptable level. Deficiencies are fatal errors that can't be corrected, without major revisions.
Risk	An aspect an Offeror's proposal that presents an uncertainty as to the ability of the Offeror successfully to perform the required effort or the proposed approach. An aspect (e.g. cost, price, technical, performance or schedule) that would be possible if the Offeror is selected.
Clarification	Communication with an Offeror for the sole purpose of eliminating minor irregularities, informalities, ambiguities, or apparent clerical mistakes in its offer. It is achieved by explanation or substantiation, either in response to Government inquiry or as initiated by the Offeror. Note: An ambiguity is a situation in which something can be understood in more than one way and it is not clear which meaning is intended.
Omission	Information requested in the SIR that was not provided in the proposal. An omission is not necessarily a deficiency if it is not material in nature and the intent of the Offeror can be readily determined.

M.6.1 Volume I – Technical

The following adjectival ratings will be used for evaluating the Factors and Sub-Factors identified in Volume I, and for the overall Volume I rating:

Rating	Description
Excellent	The Offeror's proposal contains no deficiencies and fully addresses all aspects of the criteria and demonstrates an excellent approach/solution and understanding of the requirements. Many strengths exist, far outweighing any weaknesses. The highest quality of contract performance is anticipated with very low risk.
Good	The Offeror's proposal contains no deficiencies; fully addresses all aspects of the criteria and demonstrates a very effective approach/solution and understanding of the requirements. Some weaknesses may exist; however, the weaknesses, if any, are outweighed by strengths. A high quality of contract performance is anticipated with low risk.
Satisfactory	The Offeror's proposal contains no deficiencies; addresses all aspects of the criteria and demonstrates an adequate approach/solution and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. A quality contract performance is anticipated with an acceptable amount of risk.

Marginal	The Offeror’s proposal may contain deficiencies; fails to address all of the criteria and does not demonstrate an adequate approach/solution or understanding of the requirements. One or more weaknesses exist which are not offset by strengths. Contract performance is anticipated with high risk.
Unsatisfactory	The Offeror’s proposal contains many deficiencies and does not address all aspects of the criteria and/or does not present evidence demonstrating an adequate approach/solution and understanding of the requirements. Many weaknesses and/or omissions exist creating an unacceptable risk.

M.6.2 Volume II – Past Performance

The FAA will assess Volume II Past Performance on a Pass/Fail basis as described below. The Government reserves the right to evaluate, provide a rating and award to an Offeror if less than three questionnaire responses are received. The FAA will follow-up with the Offeror’s customers if no questionnaires are received.

Note: The Offeror must include three (3) past performance references that are included in its Volume I, Technical Proposal Factor 2 “Corporate Experience” and as required under Section L.18 (2) with its proposal for this past performance assessment or will receive a “Fail” assessment.

Step One

The FAA will verify the past performance identified on each L002 questionnaire is both relevant and recent.

Step Two

PART II of the L002 Past Performance Questionnaire provides for customer assessments for Technical Performance/Quality of Service, Cost Control, Schedule (Timeliness) and Business Relations. The FAA will assign points to the customer ratings and calculate an average score of all four elements for each completed L002 received.

<i>Performance Element Assessment (refer to Part II of L001 for definitions)</i>	<i>Points Assigned</i>
Exceptional	4.0
Very Good	3.0
Satisfactory	2.0
Marginal	1.0
Unsatisfactory	0.0

Step Three

The individual L002 scores from Step Two will then be averaged and a narrative assessment will be assigned in accordance with the following table for the overall L001 average score.

A “no” customer response to L002 Question #5. *Given the choice, would you do business with this Contractor again?* will result in a 0.2 point reduction to the total point score.

Average L001 Score Range	Point Score Assessment
2.0 - 4.0	Pass
0 – 1.9	Fail

Step Four – Final Assessment

The FAA will develop its final assessment of Pass or Fail of Volume II based on the point assessment from Step Three.

In order to be considered for award, the Offeror must be assessed a minimum overall rating of “Acceptable” for Volume I - Technical and an assessment of “Pass” for Volume II – Past Performance

(End of Section M)