



**SCREENING INFORMATION REQUEST (SIR)
AMENDMENT DTFWA-16-R-00005**

**ELECTRONIC FEDERAL AVIATION ADMINISTRATION
ACCELERATED AND SIMPLIFIED TASKS
MASTER ORDERING AGREEMENT
(eFAST MOA)
2021**

**PAPER REDUCTION ACT OMB
NO. 2120-0595**

www.faa.gov/go/efast

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

This Master Ordering Agreement (MOA) applies to “Electronic Federal Aviation Administration (FAA) Accelerated and Simplified Tasks” (eFAST) and is available for use by the FAA, and on a limited basis and when in the best interest of the Government, by all federal government agencies.

This MOA functions as a Blanket Purchase Agreement (BPA) to provide a broad range of technical, professional and support services. Construction is not within the scope of this MOA. MOA sets forth the terms and conditions stipulated to, and governing contracts or task orders issued under the MOA.

(1) MASTER ORDERING AGREEMENT

(a) eFAST is a set-aside for small businesses, Socially and Economically Disadvantaged Businesses (SEDB) 8(a), Service Disabled Veteran Owned Small Businesses (SDVOSB), Women Owned Small Businesses (WOSB), Historically Underutilized Business Zone (HUBZone) Small businesses, and 8(a) Indian Tribal Owned and Alaska Native Corporations (ANC). Other set-asides will be employed as set forth in the FAA’s Acquisition Management System (AMS).

(b) This MOA establishes fixed ceiling labor rates for use in contracts or task orders.

(c) Terms and conditions of this MOA will flow down to all contracts or task orders issued under this MOA.

(2) MOA CEILING AMOUNT

The combined total ceiling amount for all MOAs under eFAST for the entire 20 year period of performance (2010-2029) is \$7.4 billion. Individual contracts or task orders have no ceiling limits, except as specified in AMS Policy, 3.6.1.3.5: Non-Competitive Awards to SEDB [8(a)] Vendors.

(3) ELIGIBILITY

For purposes of determining the MOA holder's eligibility as a small business, the FAA will comply with the Small Business Administration (SBA)’s business size standards,

<http://www.sba.gov/content/summary-size-standards-industry>.

(4) NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODES

The MOA holder must qualify as a small business as of the release date of the Screening Information Request (SIR) under any one of the NAICS codes identified in Section C of this MOA.

The Government may consider other NAICS codes (within the overall scope of this MOA) not specified in this MOA for a contract or task order.

B.2 SUPPLIES/SERVICES AND PRICES/COSTS

(1) FULLY BURDENED LABOR RATES

The Contractor must offer the Government Most Favored Customer (MFC) pricing. The labor rates are “fully burdened ceiling rates.” A fully burdened ceiling rate is defined as the direct hourly labor rate that includes wages, overhead, general and administrative expenses, profit, fringe benefits, and direct tax/labor/payroll burden. These rates, which represent the maximum labor rates the Government accepts during the life of the MOA, are for all contract types, except for cost reimbursement. The Government will not consider other labor rates unless they are lower.

For a given year, each labor category in a Functional Area (FA), there are two (2) labor rates, (1 for government onsite and 1 for contractor offsite) apply whether the Contractor or its subcontractor(s) perform(s) work under this MOA. Contractor offsite rates include all costs associated with necessary computer equipment, computer usage, reproduction services, information systems, phones including cell phones, and any other costs associated with running a successful business. For offsite rates, the Contractor may develop blended rates to include contractor work locations and contractor personnel telework locations.

Furthermore, the Contractor must not charge the Government for any additional cost for subcontracting work. The Government considers subcontracting or consulting work as direct labor, not Other Direct Costs (ODCs).

Price schedules contain the fully burdened ceiling rates for work performed at any location within the 50 states of the United States, the District of Columbia, and all U.S. Territories.

MOA holders’ ceiling labor rates are located on <http://www.faa.gov/go/efast>.

(2) LABOR CATEGORIES

Attachment J-3 General Labor Category Descriptions and Qualifications specifies general labor category descriptions, qualifications and allowable substitutions. There are 76 labor categories. In each FA, there are primary and secondary labor categories.

Primary labor categories are for work activities that are within the scope of the FA. Secondary labor categories are for work that supports, augments or is otherwise related to the primary work undertaken.

The Government may add new labor categories either at the MOA level or at the contract or task order level. The Contractor must propose ceiling rates for new labor categories in the FAs for which they are qualified, on an ad hoc basis.

(3) OTHER DIRECT COSTS (ODC) and ADMINISTRATIVE HANDLING RATE (AHR)

This MOA is primarily for professional, technical and administrative support services. Absent special authorization, the MOA does not apply to purchases of other than labor services unless the Government considers them to be within scope and ancillary to the overall contract or task order. The Government authorizes these supplies/services (incidental services) as Other Direct Costs (ODC). The Contractor may use the Administrative Handling Rate (AHR) to recoup the

administrative and handling costs associated with said supplies/services. The AHR consists of a contractually specified percentage.

The AHR must not exceed the percentage specified in the MOA for the MOA holder. The AHR is fixed during the life of the MOA, unless the Contractor proposes a lower rate. The Government may negotiate AHR with the MOA holder at the contract or task order level. Regardless whether the prime contractor or subcontractor incurs ODCs, the Contractor may only charge one (1) AHR.

Before incurring any ODCs, including travel, for a contract or task order, the Contractor must obtain written approval from the Contracting Officer (CO) and/or Program Office Contracting Officer Representative (Program Officer COR). The Contractor will provide the Contracting Officer/ Program Office COR with estimated costs of the ODCs. Whenever possible, the Contractor must provide sales tax exempt forms to vendors for the purchase of ODC items. The Government will not reimburse unauthorized ODCs.

(4) TRAVEL (ODCs)

The Government will specify required travel in a contract or task order. The Government may specify whether travel expenses are to be fixed-price or reimbursable at the contract or task order level. When travel is required, the Contractor must comply with FAA Travel Policy, Federal Travel Regulations (FTR) for civilian agency work, Joint Travel Regulations (JTR) for military agency work, or Joint Federal Travel Regulations (JFTR) for both civilian and military agency work, whenever applicable.

The Contractor may charge AHR for travel. Regardless whether the prime contractor or subcontractor travels, the Contractor may only charge one (1) AHR.

Prior to commencing travel in performance of a contract or task order, the Contractor must obtain written approval from the Contracting Officer and/or Program Office COR. The Contractor must provide, at a minimum, the number of persons in the party, traveler name(s), destination(s), duration of stay, purpose, and estimated cost.

Local travel by offsite contractor personnel is not ODCs.

Whenever possible, the Contractor must use tax exempt forms for lodging.

(5) SUBJECT MATTER EXPERT AND INTRODUCTION OF NEW SERVICES

Subject Matter Expert (SME) and Introduction of New Service are initially unpriced labor categories. When utilized these services at the contract or task order level, the Contractor must provide cost build-up data. The program office as well as the Contractor must provide a justification for proposing a SME which must be approved by the Government. SMEs are direct labor, not ODCs.

SECTION C – DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND AND OBJECTIVE

The eFAST program is the FAA's preferred small business contracting vehicle for services. This vehicle allows long term procurements for a broad array of professional and support services in an expedited, efficient and effective manner, to better serve the requirements of the FAA, and on a limited basis and when in the best interest of the Government, all other federal government agencies.

C.2 SCOPE

The scope of work delineated below (Ref: AMS T3.8.2 Service Contracting) is representative, but not all-inclusive, of the type of services anticipated to be provided under this MOA. The FAA may issue contracts or task orders to any of the MOA holders selected for tasks encompassing any or all of the services detailed in this Statement of Work (SOW). The Government will provide specific requirements and/or services at the contract or task order level for any or all of the services listed below:

(1) Major systems support:

(a) Management of the acquisition of major systems, including:

- Analysis of agency missions
- Determination of mission needs
- Setting of program objectives
- Determination of system requirements
- System program planning
- Budgeting
- Funding
- Research
- Engineering
- Development
- Testing and evaluation
- Contracting
- Production
- Program and management control
- Introduction of the system into use or otherwise successful achievement of program objectives.

(b) Support of programs for the acquisition and/or development of major systems even though:

- (1) The system is one-of-a-kind.
- (2) The agency's involvement in the system is limited to the development of demonstration hardware for optional use by the private sector rather than for the agency's own use.

(2) Technical, engineering, and scientific expertise, advice, analysis, studies, or reports in areas such as:

- information technology design, programming, networking, installation, operation, data management, and customer support; definition and design of systems, equipment, software and facilities;
- system engineering; requirements management and specification development; modeling and simulation;
- risk analysis and management; cost estimating; human factors engineering; information security; testing and operational evaluation;
- logistics support analysis; technical writing; and expertise and analysis on the effectiveness, efficiency, or economy of technical operations of equipment, systems, services, or procedures.

(3) Other professional services of an architectural or engineering nature, and incidental services commonly performed by members of the architectural and engineering professions (and individuals in their employ), including:

- Studies;
- Investigations;
- Surveying and mapping;
- Tests;
- Evaluations;
- Consultations;
- Comprehensive planning;
- Program management;
- Conceptual designs;
- Plans and specifications;
- Value engineering;
- Construction phase services;
- Soils engineering;
- Drawing reviews;
- Preparation of operating and maintenance manuals; and
- Other related services.

(4) Advisory and assistance services provided under contract by nongovernmental sources to support or improve agency policy development, decision-making, management, and administration, or to support or improve the operation of managerial or hardware systems. Advisory and assistance contracts provide outside points of view from individuals with special skills or knowledge from industry, universities or research foundations. The use of these services helps to prevent too-limited judgments on critical issues, facilitating alternative solutions to complex issues. Examples of advisory and assistance functions include studies, analyses and evaluations; and management and professional and support services (including consultants, experts and advisors).

(5) Professional, management, and administrative expertise, advice, analysis, studies, or reports in areas such as:

- program management, execution, and control; procurement management; employee training and development; payroll and finance administration;

- budget formulation and execution;
- cost and benefit analysis; economic and regulatory analysis; environmental analysis; energy management analysis; management and organizational evaluation;
- staffing, workload and workflow analysis; conferences, seminars, and meetings;
- public events and writing; and expertise and analysis on the effectiveness, efficiency, or economy of management and general administrative operations and procedures.

Related administrative support services in these areas are necessary to provide ancillary support to these projects.

(6) Any other areas of technical and professional and support services contracting that are not identified and described in the AMS definition above, including new areas of support services contracting which may emerge during the life of the MOA.

(7) Additional tasks that are derived from the FAA integrated Capability Maturity Model (iCMM), Version 2, and are compliant with the requirements identified in the AMS. These tasks may be combined to support any of the business or technical support functions required by the FAA, including those cited in the NAS (National Airspace System) System Engineering Manual (SEM).

C.3 FUNCTIONAL AREAS (FA)

The following Functional Areas (FA) are described in a generic form based on process orientation, and may be combined in a specific contract requirement. These FAs can be grouped to support any range of functional disciplines and elements of the FAA systems life cycle, and all facets of management in support of FAA business areas and systems, mission support and information systems, as well as administrative processes and systems.

FA Code	Functional Area	Functions/Activities/Business Areas	NAICS Codes
ATS	Air Transportation Support	ATS includes Architectural, Electrical and Wiring, Environmental Remediation, Environmental, Facilities Support, Biological, Chemical, Energy, Hydrology, Physics, Radio, Safety, Security, Weather Forecasting, Services Meteorological	238210, 488111, 488119, 488190, 541310, 541380, 541620, 541690, 541990, 561210, 562910

BAM	Business Administration & Management	BAM includes Accounting/Budgeting/Finance, Acquisition/Procurement, Administrative Management, General Management, Human Resources, Equal Employment Opportunity, Advertising, Marketing, Public Relations, Event Planning, Process Analysis, Application Content Management, Office Management, Training, Developing Training Materials, Graphic Artist Services	541211, 541214, 541219, 541611, 541612, 541613, 541614, 541618, 561110, 561499, 561611
R&D	Research & Development	R&D can apply to the Physical and Life Sciences, including Astronomy, Biology, Chemistry, Computers, Computer Science, Ecology, Environmental, Geology, Hydrology, Mathematics, Meteorology, Oceanography, Physics, Statistics, Theoretical/Modeling, Operations Research	541715, 541720
ES	Engineering Services	ES can apply to Systems Engineering, System Analysis, Specialty Engineering, System Security, Hardware Engineering, Software Engineering, Configuration Management, Quality Assurance, Test, Acoustical, Aeronautics, Aerospace, Astrophysics, Chemical, Civil, Combustion, Communications, Construction, Electrical, Environmental, Erosion Control, Geological, Geophysical, Heating, Human Factors, Hydraulics, Industrial, Logistics, Manufacturing, Marine, Mechanical, Nuclear, Operations Research, Developing Training Materials, Air Traffic Operations Analysis/Design/Development, Air Traffic Safety System Analysis/Design/Development, Air Traffic Management Analysis/Design/Development, Air Traffic Operations Training, Air Traffic Safety System Training, Air Traffic Management Training, Training	541330
CSD	Computer/Information Systems Development	CSD includes Information Analysis/Business Intelligence, Database Analysis/ Design/Development, Computer Program, Analysis/Design/Development, Computer System Analysis/Design/Development, Web Site Analysis/Design/Development, Graphic Design, Computer System Server Analysis/Design/Test,	541430, 541511, 541512

		Developing Training Materials, Training, Information Assurance Analysis/Test, Enterprise Architecture, Information	
CSS	Computer Systems Support	CSS includes Technology Systems Architecture, Network Analysis/Design/Test, Computer System Quality Assurance, Software Engineering, Graphic Design	518210, 519190, 541513, 541519
D&T	Documentation & Training	D&T includes Analyze/Prepare/Edit Technical Documentation, Analyze/Prepare/Edit Business Documentation, Analyze/Prepare/Edit/Deliver Training, Analyze/Prepare/Edit/Deliver Computer Based Training	561410, 611420, 611430, 611512, 611710
M&R	Maintenance & Repair	M&R includes General Equipment Repair, Specialized Equipment Repair	811212, 811213, 811219

NAICS Code	NAICS Title
238210	Electrical Contractors and Other Wiring Installation Contractors
488111	Air Traffic Control Services
488119	Other Airport Operations
488190	Other Support Activities for Air Transportation
518210	Data Processing, Hosting and Related Services
519190	All Other Information Services
541211	Offices of Certified Public Accountants
541214	Payroll Services
541219	Other Accounting Services
541310	Architectural Services
541330	Engineering Services
541380	Testing Laboratories
541430	Graphic Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
541611	Administrative Management and General Management Consulting Services
541612	Human Resources Consulting Services
541613	Marketing Consulting Services
541614	Process, Physical Distribution, and Logistics Consulting Services
541618	Other Management Consulting Services
541620	Environmental Consulting Services
541690	Other Scientific and Technical Consulting Services
541715	Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)
541720	Research and Development in the Social Sciences and Humanities

541990	All Other Professional, Scientific, and Technical Services
561110	Office Administrative Services
561210	Facilities Support Services
561410	Documentation Preparation Services
561499	Other Business Support Services
561611	Investigation Services
562910	Remediation Services
611420	Computer Training
611430	Professional & Management Development Training
611512	Flight Training
611710	Educational Support Services
811212	Computer and Office Machine Repair and Maintenance
811213	Communication Equipment Repair and Maintenance
811219	Other Electronic and Precision Equipment Repair and Maintenance

Note: For some NAICS Codes, Clause 3.6.1-7 may not apply. Specifications will be at the contract or task order level.

SECTION D - PACKAGING AND MARKING

D.1 GENERAL

The requirements of Section D apply when there are deliveries/deliverables included in a contract or task order. All products delivered under contracts or task orders of this MOA will be packaged in accordance with best commercial practices. The program office may include additional packaging and marking requirements, other than those enumerated in this section, on contracts or task orders.

D.2 PACKING, MARKING AND STORAGE OF EQUIPMENT

All packing, marking and storage expenses which are incidental to Contractor's shipping of the materials under this MOA will be made at the Contractor's expense (and not on a reimbursable basis).

D.3 EQUIPMENT REMOVAL

Unless otherwise specifically addressed in a contract or task order issued hereunder, the Contractor will be solely responsible for removing (at its expense, not on a reimbursable basis) within thirty (30) days after expiration or earlier termination of the applicable contract or task order, all of its personal property (e.g., equipment, supplies, etc.) which it has placed at government premises during the course of performance for the applicable contract or task order.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 3.1-1 Clauses and Provisions Incorporated by Reference (July 2011)

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 the Internet at <http://conwrite.faa.gov>.

The Government reserves the right to specify additional quality requirements in contracts or task orders issued hereunder.

- 3.10.4-1 Contractor Inspection Requirements (April 1996)
- 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)
- 3.10.4-6 Inspection of Research and Development--Fixed-Price (April 1996)
- 3.10.4-7 Inspection of Research and Development--Cost-Reimbursement (November 1997)
- 3.10.4-7 Alternate I Inspection of Research and Development--Cost-Reimbursement (November 1997)
- 3.10.4-8 Inspection of Research and Development (Short Form) (April 1996)
- 3.10.4-11 Inspection-Dismantling, Demolition, or Removal of Improvements (April 1996)
- 3.10.4-14 Assignment of a Quality Reliability Officer (QRO) (October 2015)
- 3.10.4-15 Certificate of Conformance (April 1996)
- 3.10.4-16 Responsibility for Supplies (April 1996)

E.2 3.10.4-13 Higher Level Contract Quality Requirement (April 2020)

- (a) The Contractor must comply with the standard titled as specified in a contract or task order issued under this MOA, which is hereby incorporated into this contract.
- (b) The Contractor must establish and maintain a Quality System in accordance with the above referenced standard(s) and the contractor's Quality System Plan (QSP). This QSP is hereby incorporated into this contract when approved by the Contracting Officer. If the QSP is submitted as part of a response to a Screening Information Request (SIR) submission and approved before award, then the QSP is hereby incorporated into this contract at time of award. The QSP must describe the Contractor's provisions for quality assurance, inspection and test of all supplies to be provided under this contract, in accordance with the terms of this contract, including but not limited to the contract specifications and the above referenced standard. (Note; Formal third-party ISO 9001 registration is not required. Formal third-party ISO 9001 registration does not relieve the contractor from the requirements of submitting a QSP.)
- (c) In the event of conflict between the Quality System Plan (QSP) and the above referenced standard(s), the applicable standards must control.
- (d) Calibration systems and measuring and test equipment must be controlled in accordance with a nationally recognized standard, such as ISO 10012.

(e) Government Furnished Property must be controlled to assure acceptability upon receipt, preclude degradation, damage or misuse during storage, use or test, and assure proper final disposition in accordance with the contract.

(f) Site installation activities, maintenance, and support services must be controlled in accordance with contract requirements.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for MOA holders are as follows:

MOA holders with BPA number starting with DTFAWA10A:

Base period:	Date of award – 9/30/2014
Option period 1:	10/1/2014 – 9/30/2019
Option period 2:	10/1/2019 – 9/30/2024

MOA holders with BPA number starting with DTFAWA11A or DTFAWA12A:

Base period:	Date of award – 9/30/2016
Option period 1:	10/1/2016 – 9/30/2019
Option period 2:	10/1/2019 – 9/30/2024

MOA holders with BPA number starting with DTFAWA13A:

Base period:	Date of award – 9/30/2019
Option period 1:	10/1/2019 – 9/30/2024

MOA holders with BPA numbers not listed above:

Base period:	Date of award – 9/30/2019
Option period 1:	10/1/2019 – 9/30/2024

MOA holders with BPA numbers starting with 693KA9-21-A or later:

Base period:	Date of award – 9/30/2024
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MOA holders with reinstated BPA numbers:

Option period:	Date of modification issued – 9/30/2024
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There are 20 program years for the period of performance.

Program Year	Period of Performance
1	Date of Award – 9/30/10
2	10/1/10 – 9/30/11
3	10/1/11 – 9/30/12
4	10/1/12 – 9/30/13
5	10/1/13 – 9/30/14
6	10/1/14 – 9/30/15
7	10/1/15 – 9/30/16

8	10/1/16 – 9/30/17
9	10/1/17 – 9/30/18
10	10/1/18 – 9/30/19
11	10/1/19 – 9/30/20
12	10/1/20 – 9/30/21
13	10/1/21 – 9/30/22
14	10/1/22 – 9/30/23
15	10/1/23 – 9/30/24
16	10/1/24 – 9/30/25
17	10/1/25 – 9/30/26
18	10/1/26 – 9/30/27
19	10/1/27 – 9/30/28
20	10/1/28 – 9/30/29

The Government may issue contracts or task orders at any time during the base or option periods of the MOA, as identified above. The Government may stop issuing contracts or task orders beyond program year 15.

F.2 PLACES OF PERFORMANCE

The performance scope for this MOA includes the 50 states of the United States of America, the District of Columbia, and all U.S. Territories either at Contractor's facilities (offsite), or on government facilities (onsite). The Government will specify places of performance in a contract or task order. Regardless of where the place of performance is, the Contractor must have the capability of providing services using personnel with minimal need for reimbursement of travel costs.

F.3 DELIVERY AND PERFORMANCE

All work performed under contracts or task orders will be at the highest quality applicable and delivered according to Statement of Objectives (SOO), Statement of Works (SOW), or Performance Work Statements (PWS). The Contractor must deliver and perform according to the requirements of the contract or task order, and may be denied further work for substandard performance. The Government may include deliveries or performance requirements, such as (1) optional clauses, (2) agency clauses, or (3) specific clauses, in a contract or task order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 GOVERNMENT CONTACTS FOR CONTRACT ADMINISTRATION

The FAA Office of Primary Responsibility for this MOA is AAQ-430.

Office of Acquisition and Contracting
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, DC 20591

G.2 AUTHORITY

G.2.1 FAA Procuring Contracting Officer (PCO)

The FAA Procuring Contracting Officer (PCO) has the overall responsibility for the MOA. The PCO is authorized to take action on behalf of the Government to: (1) direct or negotiate any changes in the MOA; (2) modify or extend the agreement period; (3) otherwise change the terms and conditions of the MOA; and (4) issue contracts or task orders and their modifications.

It is the responsibility of the MOA holder to notify the PCO immediately if there is any appearance of technical or other direction that is, or may be, outside the scope of the MOA.

G.2.2 Ordering Contracting Officer (OCO)

An Ordering Contracting Officer (OCO) is a Contracting Officer within the FAA or other federal government agencies and has the 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. The OCO has the authority to enter into, administer, or terminate contracts or task orders. The Contractor must direct all written inquiries, pertaining to specific contracts or task orders through the OCO. The PCO will perform the duties of the OCO if the OCO is unable to perform his/her duties. Additionally, any Contracting Officer in the eFAST program office can act on the behalf of the OCO if the OCO is not available. The OCO may also be the Administrative Contracting Officer (ACO).

G.3 PROGRAM REPRESENTATIVES

G.3.1 eFAST Contracting Officer's Representative (eFAST COR)

The eFAST program has a dedicated eFAST Contracting Officer's Representative (eFAST COR) who performs as the technical manager for the eFAST Program.

The eFAST COR has the authority to give technical directions and perform duties in accordance with the COR Delegation Memo.

The eFAST COR does not have the authority to issue technical instructions that:

- (a) Institutes additional work outside the scope of the MOA;
- (b) Constitutes a change to the MOA, or contracts or task orders;
- (c) Causes an increase or decrease in the estimated costs of contracts or task orders;

- (d) Alters the period of performance; or
- (e) Changes any of the other express terms or conditions (T&C) of the MOA.

G.3.2 Program Office Contracting Officer's Representative (Program Office COR)

The Contracting Officer will, upon contract or task order award or thereafter, appoint a Contracting Officer's Representative (Program Office COR) in writing. The Program Office COR is analogous to the Government's project manager, project officer, task manager, etc. The delegation letter will stipulate the rights, responsibilities, and limitations of his/her appointment.

In any event, no such named individual has the authority to issue any direction under the MOA either technical or otherwise, which constitutes a change to the terms, conditions, scope, prices, periods of performance, or delivery schedules of the MOA. The Program Office COR will also actively participate in annual contract or task order performance evaluations.

G.4 INTERPRETATION OR MODIFICATION

No verbal statement or written statement by anyone other than the PCO, or his/her authorized representative acting within the scope of his/her authority, will be interpreted as modifying or otherwise affecting the terms of the MOA. The MOA holder must submit requests in writing to the PCO for all interpretations or modifications.

G.5 APPLICABLE STANDARDS AND GUIDELINES

All work performed under this MOA will comply with, as a minimum, the latest versions of all applicable FAA and Department of Transportation (DOT) orders, Office of Management and Budget circulars, standards from the American National Standards Institute, National Institute of Standards and Technology, including Federal Information Processing Standards publications, and any other forms. Specific contracts or task orders will reference applicable versions of standards or exceptions as necessary.

G.6 INHERENTLY GOVERNMENT FUNCTIONS

In its performance of a contract or task order, the Contractor must not perform any inherently governmental functions, as identified in the Office of Federal Procurement Policy Letter 11-01. These functions are so intimately related to the public interest as to require performance by Government employees. The term includes functions that require either the exercise of discretion in applying Government authority or the making of value judgments in making decisions for the Government. This would include, among other things, binding the Government to take or not to take some action by contract, policy, regulation, authorization, order, or otherwise, and exerting ultimate control over the acquisition, use, or disposition of the property of the United States, including the collection, control, or disbursement of appropriations and other federal funds.

G.7 HOURS OF WORK

The Government observes a five-day work week. The Contractor must observe and schedule work hours of personnel as required in a contract or task order, or in writing by the Contracting Officer.

Additionally, the Contractor must coordinate coverage for contractor personnel who are not scheduled to work at any time, without service interruption with available personnel.

G.8 HOLIDAYS AND GOVERNMENT AUTHORIZED LEAVE

(1) The Government observes holidays below:

- (a) Federal holidays listed on the Office of Personnel Management (OPM) website: http://www.opm.gov/Operating_Status_Schedules/fedhol/.
- (b) Any other day designated by Federal statute.
- (c) Any other day designated by Executive Order.
- (d) Any other day designated by Presidential proclamation.

There is no holiday pay unless the Government authorizes in writing. When so approved, no overtime/premium pay is applicable.

(2) When the Government grants excused absence to its employees, the Contracting Officer may also dismiss contractor personnel. However, the Government will not pay the Contractor for the hours of excused absence. The Government pays the Contractor only for the actual hours worked.

G.9 TELEWORK

The Contracting Officer may authorize contractor personnel who work on government sites to telework in a contract or task order.

Contractor personnel must be available upon reasonable notice for in-person meetings at government sites, although some meetings of lesser complexity may be conducted via teleconference. Should the Contractor wish to utilize telework in anything other than an ad hoc manner on a very intermittent basis, the Contractor must submit a telework plan to the Contracting Officer and Program Office COR for approval. The Government has the authority to audit telework records.

G.10 REPORTING REQUIREMENTS AND PROBLEMS

G.10.1 Contract Administration Reporting

The Government may require the Contractor to submit monthly contract administration information to the Contracting Officer concerning the status of its active contracts or task orders and a final summary report at the end of the contract performance, one form for each contract or task order.

G.10.2 Immediate Issue/Problem Reporting

The Contractor must bring actual or potential problems to the attention of the Contracting Officer and Program Office COR as soon as they are known, in writing. The Contractor must submit written narrative reports (Attachment J-14 Problem Notification Report) within five (5) business days of the oral reports of issues and/or problems.

G.10.3 Program Reviews

The MOA holder must participate with the Government in program reviews, if conducted, at a time and location of the Government's choice. The Government will provide advance notice of such meetings. Program reviews are to help monitoring, and improving contract performance, where necessary. The Government will not pay associated costs with the attendance at these reviews.

G.11 SMALL BUSINESS CREDITS

The contracting office that awards contracts or task orders receives small business credits.

G.12 CONTRACT CLOSE OUT

(1) Upon the completion of a contract or task order, the Contractor must communicate with the Program Office COR to determine that all work was completed and accepted.

Approximately two (2) weeks after a contract or task order's end date, the Contractor must provide the following:

- All documentation as of the most recent version
- A final financial report
- A final status report that includes a projection of activities for the remainder of the contract or task order
- A closeout meeting with the FAA (details and participants to be determined by the FAA)
- All FAA security badges, if issued, must be turned in to the Program Office COR.

Additionally, the Contractor must request property disposition for a contract or task order involving Government Furnished Property (GFEP and/or Contractor acquired property (if any) on behalf of the Government, in writing and submitted to the Program Office COR. The request must include an inventory (description, quantity, location, value, condition) of property of disposition. The Program Office COR will respond and provide written disposition instructions to the Contractor.

(2) The Contractor must work in partnership with the Contracting Officer to close out a contract or task order as soon as possible after they are physically completed.

The Contractor must submit the following information and documents:

- (a) Contractor's assignment of refund rebates and credits.
- (b) Contractor's release.
- (c) Report of inventions and subcontracts, materials and software.
- (d) A list of all GFE and the intended time and place for return.
- (e) Final Invoice must be identified as "Final Invoice."

The Contracting Officer will issue a modification to de-obligate any remaining funds and close out the contract or task order.

G.13 POINTS OF CONTACT

The MOA holder must designate a primary and an alternate Point of Contact (POC) who will interact with the Government concerning the MOA and resulting contracts or task orders and will regularly update the POC list on the eFAST website. It is the responsibility of the MOA holder to keep the POC list current.

G.14 CURRENT AND PAST PERFORMANCE INFORMATION

The Government collects performance evaluations on the Contractor by assessing the Contractor's performance in areas such as quality, timeliness, cost control and business relations annually.

Such ratings may have bearing on the Contractor's likelihood to receive future contracts or task orders.

The Contractor must be cognizant of this requirement and exercise its right to contribute to its performance record. Organizations of caliber must not only plan for good performance, but also be aware of its current performance as perceived by the Government, and take steps (i.e., requesting interim evaluations, holding meetings with the Government, performing required corrective action, etc.) to ensure performance is satisfactory throughout the life the contract or task order so that there will be no surprises.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT TYPES

(1) This is a Multiple Award/Master Ordering Agreement (MA/MOA) with Firm Fixed Price (FFP), Fixed Price including Fixed Price Level of Effort (FPLOE), Time and Materials (T&M), Labor Hours (LH) and Cost Reimbursement (CR) contracts or task orders.

(2) A contract or task order may have work containing a combination of contract types as enumerated above. The Contracting Officer will identify the applicable contract type(s), which will be specified in each contract or task order.

(3) Fixed Price Level of Effort (FPLOE) Clause

a) The Contractor must perform the total level of effort identified in the contract or task order, including the total number of labor hours identified for each labor category.

b) The Contractor must accomplish the performance required by the SOW with personnel meeting the qualification requirements identified for each labor category, and in accordance with any performance requirements identified in the SOW.

c) The Contractor will receive the total fixed dollar amount identified in the contract or task order, but only upon verification by the Contracting Officer that the Contractor has expended the required level of effort and that the performance has been acceptable. The Government will pay only for productive direct labor hours, which are those hours expended by contractor personnel in directly performing work under the scope of the task order or contract. This does not include sick leave, vacation, holidays, jury duty, military leave, or any other kind of administrative leave, and specifically excludes hours expended by the Contractor on matters related to contract management and administration (which is included in the Contractor's total price for this effort, and in its hourly rates).

d) The Contractor must invoice monthly for the actual hours expended in each labor category. In this instance, the Government will pay at the hourly rate identified in the contract or task order for the number of productive direct labor hours expended and satisfactorily performed in each labor category.

e) The Government will incrementally fund the contract or task order. The contract or task order identifies the amount currently available for payment by the Government and allotted to the contract. Under no circumstances the Government will be liable for payment to the Contractor for performance under the contract or task order for any amount in excess of the amount available for payment by the Government and allotted to the contract or task order. The Contractor must not engage in performance that would result in payment in excess of this amount.

f) The parties may modify the contract or task order to revise estimated hours assigned to each labor category in the contract or task order, but in no case the variance will result in an increase to the total price of the contract or task order as awarded.

g) On rare occasions such as ensuring continuation of services to support the Government's critical missions, the Government may execute a contract modification to increase the ceiling amount while the Government pursues a follow-on contract or task order.

h) Except for specified terms and conditions above, all clauses for T&M apply to this MOA.

H.2 FUNCTIONAL AREAS (FA) AND NAICS CODES

The MOA award document specifies the FA(s) awarded to the MOA holder. As each MOA holder receives only one MOA, there is no limit to the number of MOA holders in each FA.

The MOA holder does not need to support all FA(s). However, each MOA holder must meet the small business size standard for at least one of the NAICS codes in a FA.

The MOA holder may only respond to eFAST contract opportunities in FA(s) for which the MOA holder qualifies.

H.3 CONTRACTOR TEAMING

The MOA holder may form teams as follows:

- (1) MOA holder with Subcontractor Team Agreements (STAs) or
- (2) Contractor Team Arrangements (CTAs)

(1) The MOA holder may form STAs when responding to contract or task order opportunities, or at any time during the life of the MOA. The following will apply:

- (a) The MOA holder as the prime contractor must qualify for the required FA for a contract or task order and not its proposed subcontractor(s).
- (b) Unless the proposed subcontractor is already on the MOA holder's team or on eFAST's subcontractor list, the MOA holder proposing a STA must provide a current SAM/Beta.SAM record, including active exclusion record, (within one (1) week from printout date) for each of its proposed subcontractors.
- (c) The MOA holder must manage its STA team members. The MOA holder is solely responsible for quality and timeliness of all work performed by its STA team member(s), and their performance is attributable to the team. Clause 3.6.1-7 Limitations on Subcontracting will be applied to a contract or task order with STA participation. The Government will review each contract or task order periodically to ensure compliance.
- (d) The MOA holder has one (1) of the following options to propose labor rates at the contract or task order level:
 - (1) propose its eFAST ceiling rates for its proposed subcontractor(s); or
 - (2) propose its subcontractor's labor rates for proposed subcontractor's and MOA holder's proposed resources, if they are lower than the MOA holder's eFAST ceiling rates.

(2) Contractor Team Arrangements (CTAs) must be in compliance with the AMS Policy 3.2.2.7.3 - Contractor Team Arrangements, and Clause 3.2.2.7-8, Disclosure of Team Arrangements. The following will apply:

- (a) CTAs are exclusive for MOA holders and can only be formed after MOA award at the contract or task order level. There is no limit to the number of CTAs a MOA holder can be a part of.
- (b) CTA proposed for a contract or task order must include a signed CTA agreement. The CTA must clearly identify all participants in the agreement, roles, responsibilities, and point of contact information. The CTA agreement cannot conflict with the underlying T&C of each team member's MOA.
- (c) When a CTA is used, the Government maintains "privity of contract" with both the CTA Team Lead and CTA team member(s). Only the CTA Team Lead is the awardee of a contract or task order. The CTA Team Lead is the Government's single point of contact and representative for the entire CTA team in the matters of contract administration and other applicable activities.
- (d) The CTA team qualifies to respond to a contract or task order opportunity based on the combination of all the FAs qualified by the CTA team, as long as the CTA Team Lead has the NAICS code for the procurement. All CTA team members must satisfy any additional small business set-aside category, per the "privity of contract".
- (e) The CTA team may not propose any other subcontracting, although at its discretion, the Government may approve 1099 resources, on a limited basis.
- (f) Each CTA team member may use its eFAST labor rates for its own resources to respond to contract opportunities. As part of the discount offer, the CTA Team Lead may propose its team member's labor rates for the CTA Team Lead's proposed resources, if the rates are lower than the CTA Team Lead's labor rates. On the other hand, the CTA Team Lead may propose its labor rates for the team member's proposed resources, if the rates are lower than the team member's labor rates.
- (g) The Contractor with a STA on a contract or task order is not eligible to form a CTA for the same contract or task order, unless its subcontractor(s) is/are also MOA holder(s). This arrangement is a CTA and not a STA.

(3) The Contractor must include clauses listed in Attachment J-13 AMS Clause Subcontract Flowdown Chart in all subcontracting agreements and CTAs.

(4) The MOA holder may utilize the services of self-employed (1099) individuals as subcontractors.

(5) A large business that accumulates a total subcontract value exceeding \$10 million under the eFAST program will be required to participate in the FAA's Mentor Protégé Program (Ref. Clause 3.6.1-9).

H.4 OPEN SEASONS/ON RAMP

The Government may consider conducting an open-season/on-ramp at any option periods or any time during the life of the program to admit new companies into the program, if it is deemed to be in the best interest of the Government. If deemed eligible, companies whose original proposals were not accepted or MOAs were not renewed will be allowed to submit proposals during open seasons.

Additionally, the MOA holder who is interested in qualifying for other FAs that it does not have, may submit proposals during open seasons.

H.5 EXIT STRATEGY/OFF RAMP AT THE OPTION PERIOD AND RECERTIFICATION

(1) The MOA holder must inform the Contracting Officer of any pending merger or acquisition and the eventual merger or acquisition of the MOA holder's company.

(2) Any time during the life of the MOA, in the event of a merger or an acquisition of the MOA holder's company which changes the MOA holder's small business status, the MOA holder may not pursue future eFAST contracts or task orders as a prime contractor.

If the MOA holder/Contractor is working on active contract(s) or task order(s) with option periods, the Contractor may be required to submit a transition plan for each contract or task order, subject to the approval of the Contracting Officer, to transition work to another MOA holder of the Government's choice, or propose performing work as a subcontractor under another MOA holder of the Government's choice. Clause 3.6.1-7: Limitations on Subcontracting will not be applicable in this situation. The new contract or task order will maintain previous contract labor rates, unless the new Contractor offers lower rates. However, the Contracting Officer may allow the Contractor to continue perform work under the current contract or task order, if deemed to be in the best interest of the Government.

If the acquiring company wishes to remain in the eFAST program, it must submit documentation for novation. The Government will consider if it is in the best interest of the Government to process a novation agreement.

(3) The MOA holder must re-certify its business size status every five (5) years or before an option period is exercised at the MOA level. The MOA holder retains the small business status, including associated NAICS code size standards until recertification. If the MOA holder re-certifies itself as other than a small business at the time of the recertification, the Government will not exercise an option for the MOA.

(4) If the MOA holder graduates out of the 8(a) status, it may remain in the eFAST program as a small business, as long as it meets the SBA small business size standards for the NAICS code(s) for which it qualifies under the program.

At the contract or task order level, the MOA holder/Contractor must be certified as an 8(a) business in order to pursue 8(a) set-aside opportunities. The MOA holder/Contractor retains the 8(a) status, including associated NAICS code size standards until the end of a contract or task order (with all option periods exercised).

(5) At the contract or task order level, the MOA holder/Contractor must be certified as an active SDVOSB in www.vetbiz.gov in order to pursue SDVOSB set-aside opportunities. The MOA holder/Contractor retains the SDVOSB status, including associated NAICS code size standards until the end of a contract or task order (with all option periods exercised).

(6) At the contract or task order level, the MOA holder/Contractor must be certified as an active WOSB in the SBA WOSB program or by a third-party certifier in order to pursue WOSB set-aside opportunities. The MOA holder/Contractor retains the WOSB status, including associated

NAICS code size standards until the end of a contract or task order (with all option periods exercised).

(7) At the contract or task order level, the MOA holder/Contractor must be certified as an active HUBZone small business in the SBA HUBZone program in order to pursue HUBZone set-aside opportunities. The MOA holder/Contractor retains the HUBZone status, including associated NAICS code size standards until the end of a contract or task order (with all option periods exercised).

(8) Prior to exercising the option period of the MOA, the Government will review the MOA with the (not limited to) following considerations:

(a) The MOA holder/Contractor should have received contract(s) or task order(s) cumulatively at least \$100,000 in total contract or task order value during the current MOA period of performance. Alternatively, the MOA holder/Contractor should have submitted responsive proposals at least five (5) times during the current MOA period of performance.

(b) The MOA holder/Contractor must have received successful past performance evaluation as a condition for the exercise of the option period.

H.6 CONTRACTING PROCESS

H.6.1. Contracting Overview

Pursuant to AMS 3.8.2.4: Support Services Contracting, performance-based contracting techniques will be applied to contracts or task orders issued under this MOA to the maximum extent practicable.

Requirements may be simple or complex. All contract work must be initiated by the end user (requiring/program office).

The MOA holder may only pursue contract or task order opportunities for work under its qualified FA(s). For other FAs, the MOA holder may wish to team with another MOA holder with a broader portfolio of FA(s).

The Government reserves the right to request and audit cost build-up data for proposed labor rates.

H.6.2. Procurement Action Determination

(1) In accordance with AMS Policy 3.6.1.3.4: Set-Asides to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals (8(a) Certified), each acquisition of services having an anticipated dollar value exceeding \$10,000, but not over \$150,000, is automatically reserved exclusively for SEDB (8(a)) vendors unless the Contracting Officer, with review of the cognizant Small Disadvantaged Utilization Specialist, determines there is not a reasonable expectation of obtaining offers from responsible SEDB (8(a)) concerns that are competitive in terms of market prices, quality and delivery. These procurements may be either competitive or noncompetitive.

The Government may award contracts or task orders noncompetitively or set-aside competitively, whenever circumstances warrant the exercise of any exception set forth in AMS Policy, 3.6.1.3.5: The anticipated total value of a noncompetitive award to a SEDB [8(a)] vendor (including all options) will not exceed the AMS noncompetitive dollar threshold for other than procurements assigned manufacturing NAICS codes. Where a procurement exceeds the noncompetitive threshold, the Government may award noncompetitive contracts or task orders to SEDB (8(a)) vendors if (1) there is not a reasonable expectation that at least two (2) or more SEDB (8(a)) sources will submit offers that are in the Government's best interest in terms of quality, price and/or delivery; or (2) the award will be made to a concern owned by an Indian tribe or an Alaska Native Corporation.

(2) In accordance with AMS Policy, 3.6.1.3.6: Set-Asides to Service-Disabled Veteran Owned Small Businesses, when appropriate, the Government may award contracts or task orders noncompetitively or set-aside competitively among SDVOSBs.

(3) In accordance with AMS Policy, 3.6.1.3.8: Set-Asides to Women Owned Small Businesses, when appropriate, the Government may award contracts or task orders noncompetitively or set-aside competitively for award among WOSB eligible under the WOSB Program. The anticipated total value of a noncompetitive award to a WOSB (including all options) will not exceed the AMS noncompetitive dollar threshold for other than procurements assigned eligible manufacturing NAICS codes.

(4) In accordance with AMS policy, 3.6.1.3.7: Set-Asides to Historically Underutilized Business Zone (HUBZone) small businesses, when appropriate, the Government may award noncompetitively or set-aside competitively for award among HUBZone small businesses. The anticipated total value of a noncompetitive award to a HUBZone small business (including all options) will not exceed the AMS noncompetitive dollar threshold for other than procurements assigned manufacturing NAICS codes.

(5) The Government may use tiered evaluation techniques in order to target as priorities particular categories of MOA holders (e.g. SDVOSB, 8(a)) while allowing the opportunity for MOA holders in other categories to bid, if necessary.

(6) The Government may make a contract award decision under one or more FAs/NAICS codes for requirements as a result of one of the following procurement actions:

- (a) Issue a directed award to an 8(a) small business up to the noncompetitive dollar threshold; or
- (b) Issue a directed award to a SDVOSB with no dollar limit; or
- (c) Issue a directed award to a WOSB up to the noncompetitive dollar threshold; or
- (d) Issue a directed award to a HUBZone small business up to the noncompetitive dollar threshold; or
- (e) Issue a directed award to an ANC (8(a)) small business with no dollar limit; or
- (f) Set aside exclusively for competition among 8(a) small businesses with no dollar limit; or
- (g) Set aside exclusively for competition among SDVOSBs with no dollar limit; or
- (h) Set aside exclusively for competition among WOSBs with no dollar limit; or
- (i) Set aside exclusively for competition among HUBZone small businesses with no dollar

- limit; or
- (j) Set aside for 2 or more among paragraphs (f), (g), (h) and (i) above with no dollar limit; or
- (k) Open competition to all MOA holders.

H.6.3. Contractor Requirements and Activities

Contract turnaround time frames typically will be tight, allowing minimal time for response and preparation activities by contractors and subsequent work start-up. Because of the diversity of technology, technical expertise, performance/skill levels and turnaround times associated with the Government's requirements, the Contractor must have personnel resources readily available with varying levels of expertise and experience. These resources, labor categories, and capabilities are typical of those found in Attachment J-3 and Section C of this MOA.

The Contractor must ensure that all work is performed in accordance with the applicable contract or task order, PWS/SOW/SOO and delivery schedule. The Contractor must also ensure that contract cost and labor hour estimates will not exceed during the life of the contract or task order.

H.6.4. Contract or Task order Process

The following section designates a typical eFAST procurement process.

(1) Notification of New Contract or Task Order Requirements – A new contract or task order opportunity, which is for one (1) or more MOA holders for response, includes a PWS/SOW/SOO describing the work to be performed, the schedule of performance, authorized travel, any government-furnished data, required deliverables, and any special considerations. Special requirements not mentioned in this MOA will be specified in a contract or task order, if required. The Government may issue a request for offer/request for proposal/request for quote (RFO/RFP/RFQ), with a FA identified and a predominant NAICS code.

(2) MOA holder Response to RFO/RFP/RFQ – The MOA holder must submit a proposal which includes a description of the work to be accomplished, the inputs required by the Government, the estimated effort (labor hours and categories), estimated travel, schedule for completion, complete listing of deliverables, personnel, and additional data deemed appropriate.

Additionally, the MOA holder must submit, under a separate cover, any assumptions, conditions, or exceptions regarding any of the terms and conditions (T&Cs) of the RFO/RFP/RFQ, including the PWS/SOW/SOO.

(3) Source Selection – The basis of award will be a best value source selection conducted in accordance with the FAA AMS. The Government will make award the offeror whose proposal is judged to represent the best value to the Government based on an evaluation of all stated criteria and will be determined by evaluating each proposal in the areas shown in the RFO/RFP/RFQ. The Source Selection Official (SSO) will consider the final evaluation and use his/her best judgment to arrive at a best value decision. Therefore, the successful Contractor may not have submitted the lowest price. While the government evaluation team and the SSO will strive for maximum objectivity, the evaluation process, by nature, is subjective and professional judgment is implicit throughout the entire process. In most instances, the Government intends to select one

MOA holder for the work. However, the Government reserves the right to make no award at all, depending on the quality of the proposals submitted and the availability of funds.

The Government intends to award a contract or task order without discussions with offerors. However, the Government reserves the right to conduct discussions and/or negotiations with any and/or all offerors, if it deems necessary.

(4) Contract Awards – The Government initiates work only by the issuance of fully executed contracts or task orders to the Contractor designating (1) the tasks to be performed; (2) the schedule of performance; (3) authorized travel and ODCs; (4) any government furnished property; and (5) not to exceed ceiling amount for CR, T&M, LH or FPLOE contracts or task orders.

(5) ODCs – The Contractor must provide evidence or documentation (i.e. sales receipts) for purchases below.

(a) Purchases of \$10,000 or less. Competition is encouraged for purchases of \$10,000 or less on a single item. The Contractor should use sound business judgment and document its rationale for not seeking quotes or pricing from two or more sources.

(b) Purchases over \$10,000. Applicable AMS requirements for competition or single source procurement apply.

(6) Contract Termination – In the event the Government terminates a contract or task order within one (1) year of the contract or task order award date, the Government may award a contract or task order for the same requirement to another MOA holder who submitted a proposal responding to the original RFO/RFP/RFQ after review, evaluation, and negotiation.

H.6.5. Prior Concurrence With All Assigned Personnel

Prior to any person being assigned to work on a contract or task order, the Contractor must submit the proposed individual's resume, for the proposed labor category to the Contracting Officer and Program Office COR who will concur or not concur on the qualifications, experience, and technical suitability of the individual to perform work under a contract or task order against the specifications in Attachment J-3 and the PWS/SOW/SOO. The Contracting Officer will then make a determination to approve or not approve resumes. Even if the Contracting Officer approved a resume for a previous contract or task order, the Contractor still must submit the same proposed resume with the same proposed labor category for any other contract or task order for approval.

The offeror must submit the following from each proposed individual:

- certified resume to include the proposed individual's statement attesting to the veracity of the information provided in the resume, signature, and date; and
- signed commitment letter agreeing to perform the work for the duration of the effective period of performance, as established in the SOW.

At a minimum, a resume must contain the following:

- i. Proposed contract role/responsibility and labor category;

- ii. Education - colleges, schools, and certifications with relevant dates and fields of study; (in reverse chronological order with attendance dates, degree(s)/certification(s) received, major field(s) of study); and
- iii. Relevant experience (in reverse chronological order with employer and title of position, starting and ending dates (month/year)) and a concise description of experience related to the SOW requirements of their proposed position

For degrees from foreign universities and colleges, the Contractor must accompany the degrees with a completed and signed eFAST Labor Category Waiver Request Form (Attachment J-12). Additionally, the offeror must certify that all proposed resumes meet the requirements as specified in AMS Clause 3.14-3, Foreign Nationals as Contractor Employees.

H.7 INVOICE SUBMISSION

The Contractor must submit invoices electronically to FAA Account Payable Office, Contracting Officer, and Program Office COR.

Invoices must include the following documentations:

- Time sheets for CR, T&M, LH, or FPLOE contracts or task orders.
- Backup documentations (i.e. sales receipts) for ODCs including travel.
- Approval documentations for overtime or ODCs including travel.

The Government may change the invoicing process any time during the life of the MOA.

H.8 CHANGES IN SKILL MIX

The mix of labor categories, as well as the distribution of the effort among these categories under a contract or task order, may vary from the initial mix and distribution of effort that was estimated by the Government or proposed by the Contractor. Upon agreement between the Government and the Contractor, the Government may modify the contract or task order to reflect the agreed adjustments, within the original scope of the contract or task order, and without increasing the total contract or task order ceiling amount. This may result a shorter contract or task order period of performance. Furthermore, the Contractor must offer discounts proportionately to the previous discounts for the contract or task order.

H.9 CONTRACT OR TASK ORDER MODIFICATIONS

The Government may issue unilateral contract modifications with reference of revised price proposals submitted by the Contractor responding to the need to change the requirements of a contract or task order that may affect pricing (such as staffing, labor categories, labor mix, level of effort, etc.), as a result of negotiations, indicating the Government's acceptance of the Contractor's revised price proposal.

As a matter of practice, the Government does not increase contract or task order ceiling amount, unless at the end of the contract, the Government deems it is necessary and in the best interest of the Government to do so.

H.10 OVERTIME

Overtime (OT) is defined as time worked by a Contractor's employee in excess of the employee's normal work week. The Contractor must obtain the Contracting Officer's approval in advance for OT. The Government will not pay OT premiums. Additionally, the Government will not pay for unauthorized work performance. The Government also does not encourage the Contractor's use of uncompensated overtime.

H.11 KEY PERSONNEL

The Government may identify key personnel in a contract or task order, as appropriate. The Contractor must obtain the Contracting Officer's approval in advance for any replacement of the key personnel.

H.12 EMPLOYEE RETENTION PLAN

(1) The Government has an interest in retaining experienced/qualified support services personnel familiar with the work environment subject of this MOA. The Contractor must maintain and adhere to the Employee Retention Plan (ERP) throughout the life of the contract. The Government may review the ERP for compliance any time during the life the MOA.

(2) The Contractor must develop an ERP which describes efforts to obtain and retain experienced and qualified staff, and control employee turnover, including replacements. The ERP must include information regarding compensation ratio. The Contractor's compensation package must indicate its impact upon recruiting and retention and its consistency with a total plan for employee retention.

(3) The Contractor's compensation (base rate and fringe benefits) package must include the impact on recruiting and retention personnel. The Government considers as significant performance risk if compensation is lowered by more than 5%. The compensation levels must reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

H.13 NATIONAL EMERGENCY

In cases of national emergency, the Contractor must maintain and support certain systems/functions considered mission essential. In this event, the Government may require that certain essential personnel report for duty or, may provide support on an on-call or as-needed basis.

H.14 PROMOTIONAL INFORMATION

The MOA holder may maintain promotional materials concerning the MOA and its team's capabilities. To protect the Government's interest in assuring accuracy and consistency in the promotion of the MOA, the eFAST COR will review and approve all promotional information, presentations, representations and/or publicity concerning the MOA prior to distribution, presentation, or publication. The submission must include a letter identifying the use, audience and/or distribution intended for the promotional information/materials.

H.15 EFAST PROGRAM CONTRACTOR SUPPORT

The Government utilizes contractors, who are not MOA holders, to provide contracting/acquisition and information technology support to the eFAST program. These contractors do not perform inherently governmental functions in accordance with Section G.6 of this MOA.

Contractor personnel must sign Non-Disclosure of Information Agreements (Attachment J-7), certifying that they will not disclose any procurement sensitive or proprietary business information obtained in the course of their duties and will comply with the Government's confidentiality of data and information requirements.

H.16 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

(1) Contractor personnel may work and attend meetings at government facilities and field facilities. Therefore, to the extent specified pursuant to the procedures specified per Clause 3.14-2, Contractor Personnel Suitability Requirements, the Government will grant contractor personnel ingress and egress to the facilities at all times during normal working hours to obtain information necessary for performance of the contracts or task orders.

(2) While contractor personnel are at the government site, they must comply with all rules and regulations in effect at that site and with rules and regulations governing employee conduct with respect to health and safety, not only as they relate to themselves, but also to other government employees or agents of the Government. Contractor personnel will also exercise proper care of all property at the government site regardless of whether title to such rests with the Government or not.

(3) The facilities to which contractor personnel have access remain in the Government's custody and are not considered as property or facilities furnished to the Contractor.

H.17 APPROVED ACCOUNTING AND TIME-KEEPING SYSTEMS

For cost reimbursable contracts issued under the MOA, the Contractor must have an adequate accounting system for determining costs applicable to the contract. By submitting a proposal, the Contractor self-certifies ownership of such system. The Government will not award a cost reimbursable contract or task order until it verifies that the Contractor has a certified accounting system. For FPLOE, T&M and LH contracts or task orders issued under the MOA, the Contractor must have an adequate time-keeping system for recording hours applicable to the contract or task order. By submitting a proposal, the Contractor self-certifies ownership of such system. The Government reserves the right to verify the adequacy of the system.

H.18 PERSONAL SERVICES

The Contractor must not perform personal services under this MOA. Government employees do not supervise contractor personnel. The Contractor must give assignments and daily work direction to its personnel. If the Contractor believes that any government action or communication that would create a personal services relationship between the Government and any contractor personnel, the Contractor must promptly notify the Contracting Officer.

No contractor personnel will hold themselves out to be government employees, agents, or representatives. Contractor personnel must state orally or in writing at any time that they are not acting on behalf of the Government. In all communications with third parties in connection with

the contract or task order, contractor personnel must identify themselves as contractor personnel and specify the name of the company for which they work. In all communications with other government contractors in connection with this MOA, contractor personnel must state that they have no authority to change the contract or task order. If contractor personnel believe the communication is to change the direction of their contract or task order, they must notify the Contracting Officer and not carry out the direction until a clarification has been issued by the Contracting Officer.

H.19 SAFETY AND ACCIDENT PREVENTION

In performing any work under this MOA on premises which are under the direct control of the Government, the Contractor must conform to all safety rules and requirements, and take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and government personnel performing or in any way coming in contact with the performance of the contract or task order on such premises. Any violation of such rules and requirements, unless promptly corrected as directed by the Government, will be grounds for termination of this MOA.

H.20 SECURITY OF FEDERAL AUTOMATED INFORMATION SYSTEMS

The Contractor engaged in the requirements, design, development, operation and maintenance of computer, network, and/or communication systems operated by or on behalf of the FAA will comply with the security requirements outlined in OMB Circular A-130 Appendix III, Security of Federal Automated Information Resources, the DOT Information Systems Security Guide (DOT H 1350.250), DOT Network Security Guide (DOT H 1350.251), and FAA Security Orders including FAA Personnel Security Order 1600.1 and FAA Order 1370.82, Information Systems Security.

Contractor personnel must complete annual Information System Security LOB Awareness Training and any other security training required by the DOT/FAA.

H.21 SECURITY PROVISIONS

Order 1600.72A, Contractor and Industrial Security Program applies to all Contractors, subcontractors, consultants, or any other persons (not visitors) who have access to FAA facilities, sensitive unclassified information, and resources. See Security Guidelines (Attachment J-9) for more details. The Government will update the document periodically to reflect the current FAA security policy.

The Government designates all eFAST labor categories as enumerated in Attachment J-3 as low risk for the Risk/Sensitivity Level.

Program office CORs will review labor category designations and indicate changes to the contractually designated default Risk/Sensitivity Level Designations as appropriate for their specific contracts or task orders. This would require a submission of a "Contractor Position Risk/Sensitivity Level Designation Record" form (FAA Form 1600-77).

H.22 FACILITIES, SUPPLIES AND SERVICES

H.22.1 GOVERNMENT-FURNISHED PROPERTY

The Government will identify Government-Furnished Property (GFP) in a contract or task order, as appropriate. All GFP is furnished "as is."

H.22.2 TRANSPORTATION OF GFP

The Contractor are responsible for transporting all GFP after pickup at the F.O.B. point in the specifications, where risk of loss transfers to the Contractor.

H.22.3 VALIDATION OF GFP

The following procedures apply to the validation of GFP:

- (1) Within five (5) working days of receipt of any GFP, the Contractor must validate the accuracy of the materials and notify the Government of any discrepancies.
- (2) Validation must consist of the Contractor checking for physical and logical completeness and accuracy. Physical completeness and accuracy are determined when all materials defined as government-furnished minimums are provided. Logical completeness and accuracy are determined when all materials defined and associated with a program, system, or work package are provided.
- (3) The Contractor must notify the Government in writing when GFP errors or discrepancies are consolidated. The Government will determine action(s) to be taken on these identified problems.
- (4) The Contractor must proceed with the requirements on the remaining materials pending government resolution. The Government will respond with a resolution of the errors after receipt of the written report.

H.22.4 HANDLING OF GOVERNMENT-FURNISHED ITEMS

The Contractor must protect from unauthorized disclosure any materials or information provided by the Government, or that the Contractor has access to by virtue of the provisions of the MOA, that the Government has not designated for public disclosure. These material and information are the exclusive property of the Government.

Upon completion or termination of a contract or task order, the Contractor must turn over to the Government all materials (copies included) that the Government furnished to the Contractor and all materials that the Contractor developed in the performance of the contract or task order, as these materials are the exclusive property of the Government. The Government may direct alternate disposition of GFI.

H.23 USE OF ELECTRONIC COMMERCE

The Government utilizes electronic commerce to the fullest extent practicable. As time and technology allow, the Government will implement new technologies to advance in electronic commerce. The Contractor must cooperate with the Government in its use and upgrade of electronic commerce technologies. The Government will provide adequate notice and restraint in moving to new/additional technologies so as to afford the Contractor the opportunity to stay abreast of the changes.

All costs for electronic commerce upgrades on the Contractor's part to maintain compatibility with the Government will be at the Contractor's expense and will not be charged to the Government.

H.24 REIMBURSABLE AGREEMENTS, OUTSIDE OF THE DEPARTMENT OF TRANSPORTATION

This MOA allows contracts or task orders to be issued to government agencies outside the DOT/FAA, on a limited basis and when deemed to be in the best interest of the Government.

H.25 ASSUMPTIONS, CONDITIONS, AND EXCEPTION TO SIR TERMS AND CONDITIONS

At the contract or task order level, the Government will review any exceptions to the SIR terms and conditions that might affect the rights of the Government, and determine which are acceptable to the Government and which are not.

If the Government accepts a deviation or waiver, the Government will evaluate the deviation or waiver as part of the proposal; and the offeror may receive a strength, weakness, or risk for that deviation or waiver. The Government will notify the Contractor receiving a contract award, at the time of award if its proposed deviation or waiver was accepted. If the Government does not accept a deviation or waiver, the Government will not evaluate that portion of the proposal.

If the offeror does not include exceptions in the proposal, the Government will assume the offeror does not take any exceptions to the terms and conditions of the SIR.

H.26 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR

(1) In the event no continuing resolution or permanent appropriation is in place at the outset of the new Fiscal Year (FY), contractor personnel must report for their assigned duties the first workday of the new FY. Absent an appropriation, the Government will shut down contract services that are determined by the Government to be non-essential as soon as practicable. To implement the shutdown, the Government may require the Contractor to stop all, or any part, of the work called for under the contract or task order pursuant to Clause 3.10.1-9, Stop-Work Order.

(2) This clause does not limit the Government's rights provided by Clause 3.10.6-3 Termination.

H.27 PROTESTS AND DISPUTES

As a condition of the participation in the eFAST program's acquisition vehicle, the MOA holder voluntarily and knowingly agrees that it will not submit a protest, dispute or any other legal action in connection with the issuance, or proposed issuance, of a contract, task order, or any other action under the MOA, with the FAA's Office of Dispute Resolution for Acquisitions (ODRA). The MOA holder acknowledges that in exchange for its eligibility to participate in the eFAST program, it is "knowingly and voluntarily" waiving their statutory and/or regulatory right to submit any protest or dispute of an award decision with the ODRA and that it acknowledges it understands the consequences of their waiver of this statutory and/or regulatory right. Nothing herein limits or prevents the MOA holder from filing a protest, dispute or any other legal action challenging the eligibility of a business based on its size to participate in eFAST program.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

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 the Internet at <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

Unless enumerated elsewhere in the contract or task order, AMS Clause 3.5-13 Rights in Data-General (January 2009) will apply if data rights are required for the contract or task order.

- 1.13-1 Notice of Earned Value Management (July 2016)
- 1.13-2 Earned Value Management System (July 2016)
- 1.13-5 Integrated Master Schedule (October 2019)
- 1.13-6 Contractor Integrated Baseline Review (July 2016)
- 1.13-7 Earned Value Management System - Withholding of Payment (October 2019)
- 3.1.7-1 Exclusion from Future Agency Contracts (July 2018)
- 3.1.7-2 Organizational Conflict of Interest (July 2018)
- 3.1.7-4 Organizational Conflict of Interest - Mitigation Plan Required (October 2019)
- 3.1.7-5 Disclosure of Conflict of Interest (July 2018)
- 3.1.7-6 Disclosure of Certain Employee Relationships (January 2019)
- 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)
- 3.1.9-1 Electronic Commerce and Signature (July 2020)
- 3.2.1.3-2 Right of First Refusal of Employment (October 2019)
- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-3 Affiliated Offerors (July 2004)
- 3.2.2.3-8 Audit and Records (July 2010)
- 3.2.2.3-9 Notice of Possible Standardization (July 2004)
- 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/Offerors (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (April 2018)
- 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)
- 3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (January 2019)
- 3.2.2.3-27 Subcontractor Cost or Pricing Data (July 2004)
- 3.2.2.3-29 Integrity of Unit Prices (July 2004)
- 3.2.2.3-30 Termination of Defined Benefit Pension Plans (July 2004)

- 3.2.2.3-31 Facilities Capital Cost of Money (July 2004)
- 3.2.2.3-32 Waiving Facilities Capital Cost of Money (July 2004)
- 3.2.2.3-33 Order of Precedence (March 2009)
- 3.2.2.3-34 Evaluating Offers for Multiple Awards (July 2004)
- 3.2.2.3-36 Reversing or Adjusting Plans for Postretirement Benefits Other Than Pensions (PRB) (July 2004)
- 3.2.2.3-37 Notification of Ownership Changes (July 2004)
- 3.2.2.3-38 Requirements for Cost or Pricing Data or Other Information (April 2019)
- 3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information --Modifications (July 2010)
- 3.2.2.3-40 Precontract Costs (July 2004)
- 3.2.2.3-67 Special Precautions for Work at Operating Airports (July 2004)
- 3.2.2.3-72 Announcing Competing Offerors (July 2004)
- 3.2.2.3-81 Prohibition Against Contracting with Inverted Domestic Corporations-Representation (October 2015)
- 3.2.2.3-82 Prohibition on Conducting Restricted Business Operations in Sudan – Certification (July 2012)
- 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)
- 3.2.2.7-7 Certification Regarding Responsibility Matters
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)
- 3.2.3-1 Cost Accounting Standards Notices and Certification (October 2019)
- 3.2.3-2 Cost Accounting Standards (October 2019)
- 3.2.3-3 Disclosure and Consistency of Cost Accounting Practices (October 2019)
- 3.2.3-5 Administration of Cost Accounting Standards (October 2019)
- 3.2.4-5 Allowable Cost and Payment (July 2017)
- 3.2.4-6 Fixed Fee (October 2019)
- 3.2.4-8 Incentive Fee (October 2019)
- 3.2.4-9 Cost Contract--No Fee (October 2019)
- 3.2.4-10 Cost-Sharing Contract--No Fee (October 2019)
- 3.2.4-13 Predetermined Indirect Cost Rates (October 2019)
- 3.2.4-14 Incentive Price Revision--Firm Target (October 2019)
- 3.2.4-14 Alternate I Incentive Price Revision--Firm Target (October 2019)
- 3.2.4-15 Incentive Price Revision--Successive Targets (October 2019)
- 3.2.4-15 Alternate I Incentive Price Revision--Successive Targets (October 1996)
- 3.2.4-25 Single or Multiple Awards (April 1996)
- 3.2.4-26 Multiple Awards for Advisory and Assistance Services (April 1996)
- 3.2.4-27 Limitation of Price and Contractor Obligations (October 2019)
- 3.2.4-28 Cancellation of Items (October 2019)
- 3.2.4-28 Alternate I Cancellation of Items (October 2019)
- 3.2.4-30 Evaluation of Options Exercised at Time of Contract Award (April 1996)
- 3.2.4-31 Evaluation of Options (April 1996)
- 3.2.4-34 Option to Extend Services (October 2019)
- 3.2.4-36 Award Fee (October 2019)
- 3.2.5-1 Officials Not to Benefit (April 2021)**
- 3.2.5-2 Independent Price Determination (October 1996)

- 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)
- 3.2.5-6 Alternate I Restrictions on Subcontractor Sales to the FAA (April 1996)
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (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)
- 3.2.5-14 Display of Hotline Poster(s) (April 2008)
- 3.2.5-15 Attorney-Client Privilege (January 2016)
- 3.3.1-1 Payments (July 2018)
- 3.3.1-5 Payments under Time and Material Contracts (July 2018)
- 3.3.1-5 Alternate I Payments under Time-and-Materials and Labor-Hour Contracts (July 2018)
- 3.3.1-5 Alternate II Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)
- 3.3.1-5 Alternate III Payments under Time-and-Materials and Labor-Hour Contracts (July 2018)
- 3.3.1-6 Discounts for Prompt Payment (July 2018)
- 3.3.1-7 Limitation on Withholding of Payments (July 2018)
- 3.3.1-8 Extras (July 2018)
- 3.3.1-9 Interest (July 2018)
- 3.3.1-10 Availability of Funds (April 2014)
- 3.3.1-11 Availability of Funds for the Next Fiscal Year (1996)
- 3.3.1-12 Limitation of Cost (July 2018)
- 3.3.1-14 Limitation of Funds (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 Payments to Small Business Subcontractors (October 2012)
- 3.3.1-21 Financing Payment Terms for Purchases of Commercial Items (July 2018)
- 3.3.1-22 Installment Payments (July 2018)
- 3.3.1-23 Invitation to Propose Payment Terms (July 2018)
- 3.3.1-27 Invoices for Equipment Delivered (July 2018)
- 3.3.1-30 Progress Payments Not Included (November 1997)
- 3.3.1-32 Performance Based Payments (July 2018)
- 3.3.1-33 System for Award Management (July 2018)
- 3.3.1-34 Payment by Electronic Funds Transfer/System for Award Management (July 2018)
- 3.3.1-35 Certification of Registration in System for Award Management (August 2012)
- 3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)
- 3.3.1-38 Unenforceability of Unauthorized Obligations (July 2018)
- 3.3.1-39 Funding - Time-and-Materials and Labor-Hour Contracts (July 2018)
- 3.3.2-1 FAA Cost Principles (October 2019)
- 3.3.2-2 Reimbursement for Travel and Subsistence (April 2010)
- 3.4.1-10 Insurance--Work on a Government Installation (October 2019)
- 3.4.1-11 Insurance - Liability to Third Persons (October 2019)
- 3.4.1-12 Insurance (October 2019)
- 3.4.1-13 Errors and Omissions (July 1996)
- 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
- 3.4.2-7 Federal, State, and Local Taxes--Fixed-Price, Noncompetitive Contract (October 2019)

- 3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (July 2019)
- 3.5-1 Authorization and Consent (January 2019)
- 3.5-1 Alternate I Authorization and Consent (January 2019)
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
- 3.5-3 Patent Indemnity (April 2017)
- 3.5-3 Alternate III Patent Indemnity (January 2009)
- 3.5-6 Royalty Information (January 2009)
- 3.5-6 Alternate I Royalty Information (January 2009)
- 3.5-7 Patents--Notice of Government Licensee (January 2009)
- 3.5-8 Refund of Royalties (January 2009)
- 3.5-9 Filing of Patent Applications--Classified Subject Matter (January 2009)
- 3.5-10 Patent Rights--Ownership by the Contractor (January 2009)
- 3.5-10 Alternate II Patent Rights--Ownership by the Contractor (January 2009)
- 3.5-10 Alternate III Patent Rights--Ownership by the Contractor (January 2009)
- 3.5-10 Alternate IV Patent Rights--Ownership by the Contractor (January 2009)
- 3.5-10 Alternate V Patent Rights--Ownership by the Contractor (January 2009)
- 3.5-12 Patent Rights - Ownership by the Government (January 2009)
- 3.5-12 Alternate II Patent Rights - Ownership by the Government (January 2009)
- 3.5-13 Rights in Data-General (October 2014)
- 3.5-13 Alternate I Rights in Data--General (January 2009)
- 3.5-13 Alternate II Rights in Data--General (January 2009)
- 3.5-13 Alternate III Rights in Data--General (January 2009)
- 3.5-13 Alternate IV Rights in Data--General (January 2009)
- 3.5-13 Alternate V Rights in Data--General (January 2009)
- 3.5-14 Representation of Limited Rights Data and Restricted Computer Software (January 2010)
- 3.5-15 Additional Data Requirements (January 2009)
- 3.5-16 Rights in Data--Special Works (January 2009)
- 3.5-17 Rights in Data--Existing Works (January 2009)
- 3.5-18 Commercial Computer Software License (January 2009)
- 3.5-20 Technical Data Declaration, Revision, and Withholding of Payment--Major Systems (January 2009)
- 3.5-21 Rights In Data - SBIR Program (January 2009)
- 3.5-22 Major System -- Minimum Rights (January 2009)
- 3.5-23 Rights to Proposal Data (Technical) (January 2009)
- 3.6.1-1 Notice of Total Small Business Set-Aside (October 2019)
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran, and HUBZone Small Business Concerns (January 2021)
- 3.6.1-7 Limitations on Subcontracting (January 2021)
- 3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2016)
- 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 Requirements and Evaluation (January 2021)
- 3.6.1-12 Notice of Service Disabled Veteran Owned Small Business Set-Aside (October 2019)
- 3.6.1-14 Notice of Partial Small Business Set-Aside (January 2021)
- 3.6.1-15 Post-Award Small Business Program Representation (January 2021)
- 3.6.1-16 Notice of Combined Set-Aside (January 2017)

3.6.1-18 Notice of HUBZone Set-Aside (January 2021)
 3.6.1-19 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (January 2021)
 3.6.2-2 Convict Labor (April 1996)
 3.6.2-5 Certification of Nonsegregated Facilities (March 2009)
 3.6.2-7 Preaward On-Site Equal Opportunity Compliance Review (July 2011)
 3.6.2-9 Equal Opportunity (July 2020)
 3.6.2-10 Equal Opportunity Preaward Clearance of Subcontracts (January 2020)
 3.6.2-11 Notification of Visa Denial (April 1996)
 3.6.2-12 Equal Opportunity for Veterans (July 2020)
 3.6.2-13 Affirmative Action for Workers With Disabilities (July 2020)
 3.6.2-14 Employment Reports on Veterans (October 2018)
 3.6.2-15 Evaluation of Compensation for Professional Employees (April 2017)
 3.6.2-16 Notice to the Government of Labor Disputes (October 2018)
 3.6.2-17 Payment for Overtime Premiums (October 2018)
 3.6.2-28 Service Contract Act of 1965, as Amended (January 2019)
 3.6.2-30 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (January 2019)
 3.6.2-31 Fair Labor Standards Act and Service Contract Act-Price Adjustment (January 2019)
 3.6.2-33 Exemption from Application of Service Contract Act Provisions (for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment-Contractor Certification) (January 2019)
 3.6.2-35 Prevention of Sexual Harassment (October 2018)
 3.6.2-39 Trafficking in Persons (April 2019)
 3.6.2-41 Employment Eligibility Verification (October 2019)
 3.6.3-16 Drug Free Workplace (March 2009)
 3.6.3-20 IEEE 1680 Standard for the Environmental Assessment of Personal Computers (October 2018)
 3.6.3-23 Delivery of Electronic and Paper Documents (January 2020)
 3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
 3.6.4-20 Correspondence and Deliverables in English (January 2012)
 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (January 2021)
 3.8.2-9 Site Visit (April 1996)
 3.8.2-10 Protection of Government buildings, Equipment, and Vegetation (July 2019)
 3.8.2-11 Continuity of Services (October 2018)
 3.8.2-19 Prohibition on Advertising (July 2019)
 3.8.2-22 Substitution or Addition of Personnel (October 2006)
 3.8.4-5 Government Supply Sources (April 1996)
 3.9.1-1 Contract Disputes (January 2020)
 3.10.1-1 Notice of Intent to Disallow Costs (April 1996)
 3.10.1-3 Penalties for Unallowable Costs (October 1996)
 3.10.1-7 Bankruptcy (April 1996)
 3.10.1-9 Stop-Work Order (October 1996)
 3.10.1-9 Alternate I Stop-Work Order (October 1996)
 3.10.1-11 Government Delay of Work (April 1996)
 3.10.1-12 Changes--Fixed-Price (April 1996)

3.10.1-12 Alternate I Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate II Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate III Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate IV Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate V Changes--Fixed-Price (April 1996)
 3.10.1-13 Changes—Cost Reimbursement (April 1996)
 3.10.1-13 Alternate I Changes—Cost Reimbursement (April 1996)
 3.10.1-13 Alternate II Changes—Cost Reimbursement (April 1996)
 3.10.1-13 Alternate IV Changes--Cost-Reimbursement (April 1996)
 3.10.1-13 Alternate V Changes--Cost-Reimbursement (April 1996)
 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)
 3.10.1-17 Change Order Accounting (April 1996)
 3.10.1-18 Notification of Changes (April 1996)
 3.10.1-22 Contracting Officer's Representative (April 2012)
 3.10.1-24 Notice of Delay (March 2009)
 3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)
3.10.1-26 Contractor Performance Assessment Reporting System (April 2021)
 3.10.1-27 Changes - Increases to Contract Ceiling (April 2013)
 3.10.2-1 Subcontracts (Fixed-Price Contracts) (January 2019)
 3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (July 2017)
 3.10.2-3 Subcontracts (Time-and-Materials and 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)
 3.10.3-3 Government Property Installation Operation Services (October 2018)
 3.10.3-5 Use and Charges (October 2018)
 3.10.4-19 Government Industry Data Exchange Program (GIDEP) (January 2018)
 3.10.4-20 Software Measures Proposal requirements (August 1997)
 3.10.4-21 Requirements for Software Measures (April 2012)
 3.10.4-25 Alternate Quality System Plan (April 2009)
 3.10.4-26 Technical Data Quality Requirement for NAS Procurements (January 2004)
 3.10.5-1 Product Improvement/Technology Enhancement (April 1996)
 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
 3.10.6-3 Termination (Cost-Reimbursement) (January 2020)
 3.10.6-3 Alternate II Termination (Cost-Reimbursement) (October 2014)
 3.10.6-3 Alternate IV Termination (Cost-Reimbursement) (January 2015)
 3.10.6-3 Alternate V Termination (Cost-Reimbursement) (January 2015)
 3.10.6-4 Default (Fixed-Price Supply and Service) (January 2020)
 3.10.6-5 Default (Fixed-Price Research and Development) (January 2020)
 3.10.6-7 Excusable Delays (October 1996)
 3.11-3 Capability to Perform a Contract for the Relocation of a Federal Office (April 1999)
 3.11-3 Alternate I Capability to Perform a Contract for the Relocation of a Federal Office (April 1999)
 3.11-6 Financial Statement (April 1999)
 3.11-27 Contract Not Affected by Oral Agreement (April 1999)
 3.11-28 Contractor's Invoices (April 1999)
 3.11-34 F.O.B. Destination (April 1999)
 3.11-52 Freight Classification Description (April 1999)

- 3.11-53 F.O.B. Point for Delivery of Government Furnished Property (April 1999)
- 3.11-65 Submission of Commercial transportation Bills to the General Services Administration for Audit (April 1999)
- 3.13-1 Approval of Contract (October 2001)
- 3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 2012)
- 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)
- 3.13-15 Confidentiality of Data and Information (November 2016)
- 3.13-16 Records Management (January 2020)
- 3.14-1 Security Requirement-Classified Contracts (July 2002)
- 3.14-1 Alternate I Security Requirement-Classified Contracts (October 2010)
- 3.14-2 Contractor Personnel Suitability Requirements (April 2021)**
- 3.14-3 Foreign Nationals as Contractor Employees (January 2019)
- 3.14-4 Access to FAA Systems and Government Issued Property (April 2021)**
- 3.14-5 Sensitive Unclassified Information (SUI) (July 2013)
- 3.14-6 Privacy or Security Safeguards (November 2016)
- 3.14-8 Non-FAA Information Systems (July 2017)
- 3.14-10 Privacy Act Notification (October 2018)
- 3.14-11 Privacy Act (October 2018)
- 3.14-12 Use of Contractor Equipment or Software - Not Permitted (October 2018)
- 3.14-13 Use of Contractor-Equipment or Software - Permitted (October 2018)
- 3.17-1 American Recovery and Reinvestment Act-Reporting Requirements (July 2010)
- 3.17-2 Authority of the Inspector General and Comptroller General Relating to Contracts Using American Recovery and Reinvestment Act Funding (April 2009)
- 3.17-3 Whistleblower Protections under the American Recovery and Reinvestment Act (July 2010)

I.2 3.2.4-16 ORDERING (APRIL 2011)

(a) Any supplies and services to be furnished under this MOA shall be ordered by issuance of contracts or task orders by the individuals or activities designated in the Section C of this MOA. Such orders may be issued from date of award through September 30, 2024.

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

(c) If mailed, a contract or task order is considered "issued" when the Government deposits the order in the mail. Contracts or task orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Contracts or task orders may be issued orally only if authorized in the contract.

I.3 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (OCTOBER 2018)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days, provided that the Government gives the Contractor a preliminary written notice of

its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of the contract, including the exercise of any options under this clause, shall be specified in each BPA/MOA or contract or task order.

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

Attachment J-1 Reserved
Attachment J-2 Reserved
Attachment J-3 General Labor Category Descriptions & Qualifications
Attachment J-4 Reserved
Attachment J-5 Reserved
Attachment J-6 Reserved
Attachment J-7 Non-Disclosure of Information Agreement
Attachment J-8 Sample Monthly Status Report
Attachment J-9 Security Guidelines
Attachment J-10 References
Attachment J-11 Delphi Vendor Entry Worksheet (online form)
Attachment J-12 Labor Category Waiver Request
Attachment J-13 AMS Clause Subcontract Flowdown Chart
Attachment J-14 Problem Notification Report
Attachment J-15 Contractor Offboarding Checklist
Attachment J-16 Sample Deliverable Acceptance/Rejection Form
Attachment J-17 Past Performance Questionnaire
Attachment J-18 QASP Template
Attachment J-19 Resume Compliance Checklist

PART IV – REPRESENTATION AND INSTRUCTIONS

SECTION K - REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 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.

(End of provision)

K.2 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

Email address: _____

(End of provision)

K.3 3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JULY 2004)

If the offeror (you) includes data in your offer that you do not want to be disclosed to the public or for the FAA to use except for evaluation purposes-----

(a) Mark the title page with the following legend:

This offer includes data that must not be (1) disclosed outside the FAA and (2) duplicated, used, or disclosed -in whole or in part- for any purpose other than to evaluate this offer.

(b) Contracts awarded as a result of this SIR are subject to the disclosure requirements specified in this contract. This restriction does not limit our right to use information from another source that may be contained in your offer.

(c) Use the following space to identify the pages containing the restricted data:

Numbers or other identification of pages:

(d) Mark each page you want to restrict with the following legend: 'Using or disclosing data contained on this page is subject to the restriction on the title page of this offer.'

(End of provision)

K.4 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. 1001 and/or;
- (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 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 1001.(End of provision)

(End of provision)

K.5 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)

(a) Offerors (you) must acknowledge receiving amendments to this SIR by the time specified in the SIR for receiving offers by:

- (1) Signing and returning the amendment, or
- (2) Identifying the amendment number and date in the space provided on the form for submitting an offer.

(b) You may send FAA your acknowledgement by letter or by an electronic means if this SIR authorizes electronic offers.

Amendment #	Date of Receipt

(End of provision)

K.6 3.6.4-22 Representation Regarding Certain Communications and Video Surveillance Services or Equipment (January 2021)

NOTE: The offeror must not complete the representation at paragraph (d) (1) 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 paragraph (c) (1) of provision 3.6.4-24 “Covered Telecommunications Equipment or Services – Representation”. The offeror must not complete the representation in paragraph (d) (2) of this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services in paragraph (c) (2) of provision 3.6.4-24.

CLAUSE:

(a) Definitions. As used in this provision-

Backhaul, Covered telecommunications equipment or services, Critical technology, Interconnection Arrangements, Reasonable inquiry, Roaming and Substantial or essential component have the meanings provided in AMS clause 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a) (1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in this prohibition will be construed to-

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a) (1) (B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020

from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government. Nothing in this prohibition will be construed to-

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

(d) Representations.

(1) The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror must provide the additional disclosure information required at (e) if the Offeror responds “will” and

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

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

(1) For covered equipment

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

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

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

(2) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(3) For covered equipment

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

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

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

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

K.7 3.6.4-24 Covered Telecommunications Equipment for 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)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SCREENING INFORMATION REQUEST AND AWARD

(1) This Screening Information Request (SIR) is for an acquisition limited to small businesses and SEDBs including 8(a)s, SDVOSBs, WOSBs, HUBZones and ANCs. The offeror must meet the small business status as of the date of submission of its proposal. The Government intends to award multiple MOAs for work as described in the SOW, in accordance with the procedures contained in the FAA AMS guidelines and as identified in this SIR.

(2) The pre-qualification process to obtain a MOA is as follows:

The offeror must have submitted a compliant response to the Market Survey as part of the registration in advance of its proposal submission in response to the SIR.

Based on the results of the SIR responses, the Government reserves the right to conduct communications with any, some, or all offerors.

L.2 PLACES OF PERFORMANCE

In addition to the Washington DC metropolitan area, the eFAST contract vehicle is available to all FAA organizations and locations including the following:

William J. Hughes Technical Center, Atlantic City, NJ
 Mike Monroney Aeronautical Center, Oklahoma City, OK
 Alaskan Region, Anchorage, AK
 Central Region, Kansas City, MO
 Eastern Region, Jamaica, NY
 Great Lakes Region, Des Plaines, IL
 New England Region, Burlington, MA
 Northwest Mountain Region, Renton, WA
 Southern Region, College Park, GA
 Southwest Region, Fort Worth, TX
 Western-Pacific Region, Lawndale, CA

L.3 CONTRACT CLAUSES

The offeror must review and understand all sections, clauses, provisions and requirements in this SIR as they are applicable to the submission of proposals under this SIR and the resultant MOA.

L.4 EXCEPTION TO SIR TERMS AND CONDITIONS

The offeror must state in its proposal any exceptions taken to the terms and conditions of the SIR. For each exception, the offeror must identify the term or condition, state the reason for the exception, and provide any other information concerning the exception.

L.5 SMALL AND DISADVANTAGED BUSINESS NOTIFICATION

"This Notice is for informational purposes for Minority, Women-Owned and Disadvantaged Business Enterprises. The Department of Transportation (DOT), Office of Small and

Disadvantaged Business Utilization, has a program to assist small businesses, small businesses owned and controlled by a socially and economically disadvantaged individuals, and women-owned concerns to acquire short-term working capital assistance for transportation-related contracts. Loans are available under the DOT Short Term Lending Program (STLP) at prime interest rates to provide accounts receivable financing. The maximum line of credit is \$500,000.

For further information and applicable forms concerning the STLP, call the OSDBU at (800) 532 1169."

L.6 PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS

The Government is interested in reducing both the expense and time associated with the preparation and evaluation of proposals. The Government structured the SIR to obtain, to the extent possible, reasonable information required to conduct an accurate and consistent evaluations of proposals. The Government considers the overall form and substance of the offeror's proposal to represent the general quality of work expected to be performed under this MOA, and that as such, it will be considered throughout the evaluation process.

All costs relating to the offeror's proposal are at its expense.

(1) The offeror must submit its proposal via the eFAST electronic tool in accordance with the instructions provided there.

The Government does not accept other means of proposal submission.

(a) The offeror must propose NAICS code(s) in which it qualifies as a small business under the functional area to be considered. The offeror does not need to propose all FAs.

(b) The offeror must submit the following:

- (1) Small Business Administration Dynamic Small Business Search (SBA DSBS) report with printout dated within five (5) days of the offeror's proposal submission date, and
- (2) entire current SAM or Beta.SAM record, including active exclusion record, with printout dated within five (5) days of the offeror's proposal submission date.

(c) The offeror must submit descriptive data and a brief summary that demonstrates successful performance with technical capability and experience in the FA it applies for, by providing referenced contracts or task orders including SOW/PWS/SOO, or similar.

The offeror must submit at least one (1) but no more than two (2) active or completed contracts or task orders under Indefinite Delivery Indefinite Quantity contracts (IDIQ), Basic Ordering Agreements (BOA), or Basic Purchase Agreements (BPA) (not IDIQs, BOAs, or BPAs themselves), within five (5) years of the SIR release date, from any federal government agency, either as a prime contractor or subcontractor, for each FA for which the offeror applies. One (1) contract or task order may support multiple FAs for which the offeror applies.

The Government will not accept contracts or task orders from the following entities:

(a) the offeror's subcontractors,

(b) state and local governments, or

(c) commercial businesses.

(d) The offeror must also submit at least one (1) but no more than two (2) past performance evaluations, such as Contractor Performance Assessment Reporting System (CPARS) evaluation documents and/or completed past performance questionnaires (PPQ), for the work in any FA it applies for, with a period of performance within (5) years of the SIR release date. One (1) past performance evaluation may support multiple FAs for which the offeror applies. It is not required that the offeror submits past performance evaluation documents for all FAs for which the offeror applies.

A referenced contract or task order technically supporting a FA needs not be the same contract or task order for the past performance evaluation supporting the same FA.

For ongoing contracts or task orders that do have CPARS documentation, the offeror may request its customers to complete PPQs.

The offeror may request its prime contractor's customer to complete and sign a PPQ on the work it performed as a subcontractor.

The offeror may submit the completed PPQs with its proposal. Alternatively, its customers may submit them directly to the CO via email at melicent.nhan@faa.gov, before the proposal submission date and time. In this case, the offeror must submit the email the offeror sent to its customer requesting them to complete the PPQ.

(e) The offeror submitting referenced subcontracts must comply with the same requirements as enumerated in paragraph (c) & (d) above. The offeror must also provide the prime contract or task order number and its subcontract number.

(f) The offeror may submit proposals for multiple Joint Ventures (JV), although the offeror may establish JVs at the task order level. The JV must comply with the same requirements as enumerated in paragraph (c) & (d) above either as individual companies under the JV or as a JV.

(g) CTAs are exclusive for MOA holders and can only be formed after MOA awards. The offeror may proposed subcontractors at the task order level.

(h) The offeror must submit cost build-up data for all labor categories, a single set of labor rates for all FAs the offeror applies for, through FY2029. The fully burdened labor rates will be calculated in a government provided spreadsheet and will be calculated based on the cost inputs selected by the offeror. The offeror must assign values to a standard set of cost input parameters and a single set of prices will be computed, negotiated and agreed for all FAs. Additionally, the offeror must provide narrative, rational basis, and/or documentation to support its rates, if its rates exceed the the following elements' benchmarks.

1. Individual labor categories with rates that exceed the 90th percentile of the same labor rates of current eFAST MOA holders

2. Profit exceeding 8%
 3. Wrap-rate for government onsite (FBLR including profit) exceeding 2.0
 4. Wrap-rate for contractor offsite (FBLR including profit) exceeding 2.3
 5. Annual escalation rate exceeding 2.9%
 6. Administrative Handling Rate (AHR) exceeding 4%
- The offeror may submit additional supporting documentation such as pricing schedules and DCAA reports.

The offeror must offer the Government most favored customer (MFC) pricing for all labor categories.

The offeror must carefully review all rates before submission.

(i) The offeror must submit the following items to demonstrate it has adequate financial resources:

Documentation and explanation of the offeror's plan or approach to maintaining cash or credit sufficient to fund its operations.

Examples of acceptable documents are monthly payroll statements, all other monthly expenses (office space, utilities, etc), medical insurance billing, Profit and Loss Statement, Balance Sheet, credit agreement or letter, a line of credit, etc.

(3) Additional Information:

(a) If the offeror is not a current FAA contractor, it must complete the Delphi Vendor Entry Worksheet on the proposal submission website (Attachment J-11).

(b) The eFAST Open Season 7 (OS7) proposal submission application is scheduled to be back online on Monday, 6/28/2021, 8 am ET.

Key updates are as follows:

1. It is important to use Google Chrome as the browser when accessing the OS7 site, to ensure that all site functionality performs properly.

2. The offeror's proposal submission will be reset to the initial state, requiring the offeror to resubmit proposal data. This will ensure data integrity throughout the submission, evaluation, and award phases.

3. Due to system and security upgrades, the only POC that can now view/edit offeror's data is the PPOC; the SPOC and TPOC no longer can. The primary purpose of the SPOC and TPOC is to serve as a backup for the PPOC in case the PPOC cannot be contacted.

4. A MS Excel Price/Cost spreadsheet will be used in lieu of the Price/Cost online form previously used. Detailed instructions will be included.

The OS7 website will be accessible at the following location:
<http://ksn2.faa.gov/contracts/efast2/osseven>

In the interim, please review the following documents:

1. SIR Amendment 6
2. MOA SIR Amendment 6
3. Attachments (3 documents)
4. OS7 User Guide
5. Sample Price/Cost Form – ALLOW OFFEROR TO BECOME FAMILIAR WITH THE NEW FORM AND NOT TO BE USED FOR ACTUAL PROPOSAL SUBMISSION

Please continue to monitor Sam.Gov website for updates.

The offeror must submit its proposal no later than 8/9/2021, 12 pm ET.

(c) The offeror is responsible for ensuring that its Points of Contact (POC) are up to date and accurate. The offeror must ensure that the POCs are available to answer emails and other queries throughout the open season process including subsequent negotiations. If the offeror does not respond to government inquiries within three (3) business days from date of receiving the Government's inquiries, the Government will consider the offeror's proposal non-responsive and the offeror will not receive further consideration for MOA award. Due to anticipated receipt of a high volume of proposals, there will be no exceptions to the 3 day response rule.

The offeror's proposal not requiring communications/negotiations will generally receive a MOA award earlier than other offerors.

(d) The offeror awarded a MOA will have access to the eFAST portal and may start competing for new contract opportunities under eFAST.

(e) The Government will post all future announcements, notifications and procurement documents on the eFAST Open Season site. The offeror is responsible for monitoring the site for changes and/or updates to the SIR.

No phone calls will be accepted, except for system technical issues to the Help Desk team.

(f) The Government will notify unsuccessful offerors at the end of the procurement process.

(g) The FAA may conduct a Post-Award Conference.

L.7 3.2.2.3-20 ELECTRONIC OFFERS (JULY 2004)

(a) The offeror (you) must submit responses to this SIR in accordance with the instructions provided via the electronic tool. Your offer must arrive at the place and by the date and time specified in the SIR.

(b) Electronic 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 terms, conditions, and provisions.

(c) The FAA will decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR. The FAA reserves the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(End of provision)

L.8 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates awarding multiple BPAs/MOAs with contract types as specified in Section H.1, resulting from this SIR.

(End of provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

The number of MOA awards will depend on the number and quality of proposals received.

The successful offeror will receive a MOA (BPA) award for the period of performance from date of award through September 30, 2024.

M.2 PROPOSAL EVALUATION PROCESS

The Government will evaluate the offeror's proposal for the following:

- (1) The offeror's small business size status to determine its eligibility to participate in the eFAST program. To be awarded a functional area, the offeror must document they meet the small business size standard for at least one (1) NAICS code in a functional area.
- (2) The offeror, who demonstrates successful experience in a functional area, will qualify in the functional area, as specified in Section L. Qualification is for eligibility purposes only and does not preclude the requirements for demonstrating technical qualifications and successful past performance pursuant to any future contract or task order procurements under eFAST.

The offeror will receive a MOA award only for the functional area(s) the offeror was evaluated as qualified.

In conducting the evaluation, the Government may use information provided by the offeror in its proposal as well as information obtained from other sources. While the Government may elect to consider information and data obtained from other sources, the Government is under no obligation to do so and the burden is on the offeror to provide a complete and thorough proposal. Missing proposal information or component(s) identified above and/or non-adherence to proposal format instructions are considered incomplete, inadequate and/or grossly deficient. Such proposals will be rejected from further consideration for award.

M.3 PRICE/COST REVIEW AND EVALUATION PROCESS

M.3.1 Proposed Labor Rates

In addition to fairness and reasonableness, pricing must represent best value.

The Government may supplement information not provided in the offeror's proposal.

The Government may elect not to engage in negotiations if the offeror exceeds any of the benchmarks identified in Section L.6(1)(i). Should the rational basis not be sufficient to support its proposed rates to determine they are fair and reasonable, the offeror will not be eligible for further consideration for a MOA award.

M.3.2 Fixed Fee Rate, Indirect Cost Rate and Administrative Handling Rate (AHR)

The Government will evaluate the offeror's Indirect Cost Rate and Fixed Fee Rate for CR contracts and AHR for realism and reasonableness. The Government may consider lower rates as

providing a more cost effective advantage to the Government in contracts seeking subcontracting and provisioning of resources and/or travel.

M.4 ADDITIONAL DOWN-SELECTS AND/OR FINAL PROPOSAL REVISIONS

The Government does not anticipate the need for Final Proposal Revisions (FPR) and is structuring the process to preclude the need for such. However, at its discretion, pursuant to the FAA AMS, the Government may make one or more down-selections during this evaluation process. Should the Government elect to request FPRs, such request may be made only to those offerors that are down-selected for further consideration (pursuant to the evaluation criteria of this SIR).

M.5 RESPONSIBILITY DETERMINATION

Notwithstanding the evaluation methodology outlined in this SIR, the Government will determine the offeror's business responsibility prior to the MOA award. The prospective contractor must:

- (1) have satisfactory credit or can obtain adequate financial resources to perform;
The offeror that does not submit financial documents, provide sufficient documentation, or have adequate financial resources, fails this requirement.
- (2) have a satisfactory contract performance record;
The offeror with CPARS and/or PPQs ratings lower than "Satisfactory" fails this requirement.
- (3) have the capability in terms of 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;
- (4) have the tenacity and perseverance to apply necessary resources to do an acceptable job on the contract or task order;
- (5) have a satisfactory record of integrity and proper business ethics; and
- (6) be qualified and eligible to receive an award under applicable laws or regulations.

The offeror, who fails to meet any of the requirements above, will not be eligible for further consideration for a MOA award.

M.6 ASSUMPTIONS, CONDITIONS, EXCEPTION TO SIR TERMS AND CONDITIONS (T&C)

The Government will evaluate the offeror's proposed deviations and waivers submitted in accordance with Section L.3 Contract Clauses, as part of the proposal.

The Government will review any proposed deviations and waivers and determine which are acceptable to the Government and which are not. Additionally, the Government will review exceptions to the SIR T&C that might affect the rights of the Government, and consider their relevancy to the SIR and the offeror's proposal, and reserves the right to include such consideration in making a MOA award.

If the offeror does not specify any exceptions in its proposal, the Government will assume the offeror does not take any exceptions to the T&C of the SIR.