

CHANGES IDENTIFIED

693KA8-20-R-00006 AMENDMENT 01

COTS VOIP VCS 20200428

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CLIN 0004 Labor Category, Qualifications and Rates

<Insert at time of award>

Labor Category	Description	Qualifications	Hourly Rate

SECTION C - STATEMENT OF WORK

C.1 SCOPE OF WORK

This Statement of Work (SOW) defines the functions to be performed by the Contractor. The Contractor must provide a Voice over Internet Protocol (VoIP)-based Commercial Off the Shelf (COTS) Air Traffic control voice communications system (VCS) and supporting services. The FAA will use the COTS VCS to conduct market research for future VoICE VCS acquisitions. The FAA will not use the COTS VCS to test or otherwise certify the ability of the vendors' COTS product to meet current FAA requirements and will not use this activity as a down-select for future VoICE acquisitions. The FAA is interested in COTS products that have been deployed and used for Air traffic control. The FAA is not interested in prototype systems or software.

The Contractor must provide supervision and direction of prime and subcontractor personnel during all phases of installation, testing, training, warranty service, and support service activity associated with the COTS VCS. The Contractor must deliver and install a COTS VCS in accordance with the Statement of Work (SOW). The VCS will be delivered and installed at an FAA facility within the continental United States (FAA William J. Hughes Technical Center, Atlantic City, NJ (WJHTC)) and connected to a closed Internet Protocol (IP) network used only for this market research activity. The COTS VCS will not be deployed at FAA National Airspace System (NAS) operational facilities. The COTS VCS will not be connected to an operational FAA network.

Data items referenced by their Contract Data Requirements List (CDRL) titles are to be delivered in contractor format. All data deliverables must be prepared and delivered in accordance with the corresponding CDRL items specified under the SOW requirement.

C.2 VCS (CLIN 0001 FFP)

C.2.1 Minimum Requirements

The contractor must deliver a COTS product meeting the following minimum requirements:

- a. The COTS product must include a VCS designed for use in an Air Traffic Control (ATC) environment, with Controller Working Position (CWP) capabilities.
- b. The COTS product must include a VCS with the capability to perform ATC voice communication over an IP Wide Area Network (WAN) using VoIP.
- c. The COTS product, including both hardware and software, must include a VCS that has been deployed to at least one operational facility of at least one recognized Air Navigation Service Provider (ANSP). The FAA is not currently interested in a product that includes previously un-deployed or prototype hardware and software baselines.
- d. The COTS product must include a VCS that has been used for control of live air traffic, for a time period of no less than three months, by a recognized ANSP.
- e. The COTS product must be manufactured and ready for shipment/delivery, with all proposed COTS product features implemented, within 60 calendar days of award.
- f. The COTS product must include the capability to communicate with VoIP Air-to-Ground (A/G) radio equipment.

- g. The COTS product must include the capability to communicate simultaneously with at least four A/G radio frequencies through connection to VoIP A/G Ground Receiver Station (GRS) equipment.
- h. The COTS product must include Ground-to-Ground (G/G) communication capabilities.
- i. The COTS product must enable human operators in a lab environment to simulate both (1) ATC A/G communication; and (2) ATC G/G communication. NOTE: This is not referring to a training function. This is referring the ability to have equipment outside of the VCS (e.g., an A/G gateway or protocol converter) configured such that the VCS can be used to simulate a pilot and communicate with positions in the VCS. The FAA needs the ability to run operational scenarios with A/G audio, to include personnel acting as controllers (on the contractors COTS VCS) and pilots (external to the contractor's VCS or possibly using one of the contractor's VCS CWPs.)
- j. The COTS product must include equipment real-time status monitoring capabilities, including associated workstation equipment.
- k. The COTS product must include equipment configuration capabilities, including associated workstation equipment.
- l. The COTS product must include all necessary IP network equipment (e.g. switches/routers) to enable the required capabilities.

C.2.2 System Configuration Requirements

- a. Based upon the Contractor's COTS system and software capabilities, as proposed, the FAA will provide a system configuration order at award. The order will reflect the FAAs system and software configuration. The Contractor must use the system configuration order provided by the Government to configure the system to be delivered and installed. The Contractor must request from the Government the number and size of IP subnets needed for installation of the COTS product to be delivered. The Contractor must apply Government-provided IP addressing to the COTS product to be delivered.
- b. The COTS product must include four CWPs.
- c. The COTS product must, if legacy analog A/G ~~and/or G/G~~ interface capability is applicable to the COTS product, include equipment to support at least four legacy analog A/G radio interfaces. NOTE: if gateways or protocol converters are available to interface between the COTS VCS and legacy analog interfaces, regardless of the analog interfaces supported, the FAA is interested in the COTS versions of the gateways/protocol converters currently offered by the contractor (quantity of 4). The contractor must specify applicable loopback capabilities and configurations to enable "looped-back" communication from CWP to CWP through this legacy analog interface equipment (i.e., to simulate pilot-to-controller communication).
- d. The COTS product must include CWPs that are configured with the maximum number of supported Touch Entry Displays (TEDs).
- e. The COTS product must include CWPs that are configured with the maximum number of supported position jack modules.
- f. The COTS product must include ~~four-eight (84)~~ handsets and ~~sixteen (168)~~ headsets for use with the COTS product. The headsets and handsets must be in new and unused condition (i.e., not have been previously used by human operators.)

- g. The COTS product must include two (2) sets of workstation equipment for use in real-time status monitoring and equipment configuration. NOTE: total of two workstations for both functions; one for each if they are unique. The ability to print to paper copy is not required. Workstations will be installed on a table located within 10 meters of the central equipment racks. The table will be provided by the government.
- h. The COTS product must accept single phase 120 VAC 60Hz power from ceiling-mounted main power feeds.
- i. The COTS product must use only plenum-rated cables for all overhead and underfloor cabling provided.
- j. The COTS product must, if legacy analog G/G interface capability is applicable to the COTS product, include equipment to support at least four legacy analog G/G interfaces. NOTE: if gateways or protocol converters are available to interface between the COTS VCS and legacy analog interfaces, regardless of the analog interfaces supported, the FAA is interested in the COTS versions of the gateways/protocol converters currently offered by the contractor (quantity of 4). The contractor must specify applicable loopback capabilities and configurations to enable "looped-back" communication from CWP to CWP through this legacy analog interface equipment.
- k. To allow positions to be relocated after installation, system verification, and training (e.g., to allow COVID-19 social distancing), the COTS Product ~~maximum~~ cable length is for rack-to-position cables must be ~~30~~ 33 metersfeet.
- l. The COTS product must include cabling to support a maximum of distance of 3.5 meters between components of the same CWP (i.e., between any electronics control module and TED, speaker, volume control, jack module, etc.)
- m. The COTS product must include mounting panels to support installation of all CWPs in standard 19-inch-wide equipment racks. Racks will be provided by the Government.
- n. The COTS product must ~~provide~~include equipment racks to house all hardware with the exception of CWPs (C.2.2.b) and workstation equipment (C.2.2.g).
- o. The COTS product must, if the CWP TED equipment supports use of a stylus, include four styluses to be used for operation of TEDs without operator direct-finger/TED-contact action.
- p. The COTS product must include a 70 working-day supply of approved cleaning product for disinfecting all COTS product equipment ~~from~~of COVID-19 hazards, to assume a once-per-day cleaning schedule.

C.2.3 VCS Manuals

The Contractor must deliver all commercial manuals and VCS Technical Documentation for the system delivered. The commercial manuals must provide the Government users with all knowledge and procedures necessary to operate and configure the VCS. The commercial manuals must provide Government technical personnel with all procedures necessary to operate, test, maintain and support the VCS at the site level. The commercial manuals must provide a list of all tools and test equipment (T&TE), both common and special, required by a trained maintenance specialist to inspect, test, calibrate, service, and repair the VCS equipment on-site.

C.2.4 Hardware and Software Baseline Configuration

The Contractor must integrate the system components and software consistent with the system configuration order, provided at time of award, prior to delivery to the FAA test facility.

C.2.5 VCS Warranty

The Contractor must provide an 18-month commercial warranty for the VCS.

C.3 VCS DELIVERY & INSTALLATION (CLIN 0002 FFP)**C.3.1 General**

- a. Delivery and Installation (CLIN 0002) and Training (CLIN 0003) will occur within a two (2) week period. Delivery will be scheduled between 60 and 180 days from the date of and communicated to the Contractor at award. The Government reserves the right to make adjustments to the Delivery and Installation (CLIN 0002) and Training (CLIN 0003) schedule, at no additional cost to the Government, up to 15 days prior to the established delivery date.
- b. The Contractor must perform and complete all Contractor site installation activities. The Contractor must provide all personnel, tools, test equipment (including proof of certification /calibration, as required), software, materials, and services including technical and administrative support, required for installation.
- c. The Contractor must, after delivery of the COTS VCS equipment to the Government site, provide the resources and personnel to complete all site activities, including installation, Site Acceptance Test (SAT), and Contractor Acceptance Inspection (CAI), within five (5) working days.
- d. The Contractor is responsible for maintaining the COTS VCS until final acceptance by the Government.
- e. The Contractor must provide all PPE required by its personnel during installation, system verification, and training. Any specific PPE required for access to FAA facilities will be determined and communicated by the TOR prior to the commencement of installation.
- f. The Contractor must ensure that Contractor personnel performing installation, system verification, and training activities use headset and handset equipment that provided by the Contractor specifically for this purpose (i.e., is not provided for delivery to the Government with the COTS product per the requirement stated in C.2.2.f.)

~~d.~~

C.3.2 Delivery

- a. The Contractor must deliver the COTS VCS product to the FAA's WJHTC in Atlantic City, NJ.
- b. The Contractor must deliver the COTS VCS to the WJHTC not later than 60 days after award. All deliveries will be scheduled to be completed within 180 days after award.
- c. The Contractor must coordinate delivery details with the FAA Technical Onsite Representative (TOR), such as time and location of delivery, security procedures, location of staging area, etc. not later than 15 days prior to the scheduled delivery.

- d. The Contractor must be on-site to accept delivery of the equipment. The Contractor must move the COTS VCS equipment from the delivery truck to the location where it is to be staged/installed as identified by the Government at the time of order. The Government will provide material handling equipment (MHE) required for off-loading and moving the equipment from the delivery truck to the location where it is to be staged/installed.
- e. The Contractor must unpack all system equipment and material. The Government will remove from the site all COTS VCS equipment packing and shipping materials, as well as other trash generated as a result of Contractor installation/modification activities.
- f. The Contractor must, prior to start of installation activities, conduct an inventory to verify that all COTS VCS equipment ordered by the Government has been delivered to the site, including system equipment and cabling, and any items required to configure the system. The Contractor must notify the COR and TOR in advance of the start of the inventory to allow Government participation. The Contractor must provide a copy of the inventory and notify the COR and TOR of all shortages prior to the start of installation.

C.3.3 Physical Installation

- a. The Contractor on-site implementation lead must participate in a Government in-briefing prior to initiating installation activities.
- b. The Contractor must install all COTS VCS hardware in locations within the facility designated by the Government at the time of order. All COTS VCS hardware will be collocated in one room (i.e., positions and workstations will not be located in other areas of the facility). In performing all VCS installation activities, including staging of hardware components and other materials and equipment, the Contractor must not interfere with the normal operations and flow of Government personnel and equipment necessary to maintain operations, and must not block egress routes or fire suppression equipment.
- c. The Contractor must accomplish all electrical work in accordance with NFPA-70, National Electrical Code (NEC), National Fire Protection Association (if applicable), and FAA-C-1217F, Electrical Work, Interior.
- d. The Contractor must install all COTS VCS cabling to allow for tailoring of cable lengths to fit actual installation requirements. The Contractor must provide a service loop at each end of the cable as directed by the FAA TOR.
- e. The Contractor must connect the power, grounding, and demarcation cabling to the COTS VCS. The Contractor must coordinate with the TOR prior to connection of the power, grounding, and demarcation cabling to the COTS VCS.
- f. During the installation of COTS VCS equipment, the Contractor must include activities to ensure the safety of personnel who will operate and maintain the equipment, including but not limited to equipment grounding, bonding and shielding; posting warning signs and placards if applicable; placement of guards around moving parts if applicable; arranging cabling to prevent trip hazards; and labeling contractor-furnished electronic equipment and breakers.
- g. The Contractor must ensure all federal, state and local fire prevention and protection requirements are met in accordance with 29 CFR 1910, Subpart E, Occupational Safety and Health Administration Regulations - General Industry; FAA Order 3900.19, FAA Occupational Safety and Health Program; and NFPA-101, Life Safety Code, National Fire Protection Association.

- h. The Contractor must provide its employees with Personal Protective Equipment (PPE) appropriate to the tasks to be performed for COTS VCS installation, in accordance with 29 CFR 1910, Subpart I, Occupational Safety and Health Administration Regulations - General Industry, and FAA Order 3900.19, FAA Occupational Safety and Health Program.

C.3.4 System Verification (Site Acceptance Test)

- a. The Contractor must perform a SAT on the COTS VCS to demonstrate that the COTS VCS meets the performance parameters, standards, and tolerances of the Contractor's COTS product, operates correctly and is installed in accordance with Contractor COTS practices.
- b. The Contractor must coordinate the SAT start date with the FAA TOR prior to the proposed start of the SAT. The SAT must be conducted in the presence of the TOR, who will witness all tests and validate the test results collected.
- c. The VCS Test Report (CDRL CHORUS-01-CTR) for SAT must include the results of the site acceptance test, the final as-built set of drawings, the initial hardware and software configuration of the VCS equipment as tested during SAT, and copies of the signed FAA Form 256.

C.3.5 Contractor Acceptance Inspection (CAI)

- a. The Contractor must successfully complete site acceptance test (including any retest necessary to show correct operation of the system), and must document the test results in the VCS Contractor Test Report (CDRL CHORUS-01-CTR) prior to final acceptance of the system by the Government.
- b. The Contractor must provide a final inventory, including all shortages due to ship shorts or installation failures, as part of the CAI.
- c. The Contractor must identify any exceptions and provide a plan to remedy the exception at the time of CAI.
- d. The Contractor on-site implementation lead must participate in a Government out-briefing at the completion of the installation prior to departing from the facility.
- e. The Contractor must discuss the status of any CAI exceptions and the Contractor's proposed resolution.
- f. Final acceptance of the VCS installation will constitute successful completion of CAI.

C.4 TRAINING (CLIN 0003 FPP)

- a. The Contractor must conduct a minimum of one (1) VCS training to ensure FAA personnel receive the knowledge and skills required to operate, monitor, maintain, test, verify, and support the VCS hardware and software as detailed in the following subsection. The Government may order an additional two (2) training session.
- b. The Contractor must deliver system training, which includes computer based instruction, if currently available, and hands-on experience, for FAA personnel participating in VCS activities.
- c. Training must be delivered to personnel at the WJHTC, immediately following CAI, as coordinated with the TOR, and must utilize the delivered COTS VCS for hands-on training. The Contractor may use COTS course materials, technical manuals, and other documentation. Course

materials must be in Contractor format. Compliance with FAA-STD-028 is not required for this training.

- d. Student participation in this course will not exceed 12 students per class and the duration of the training should not exceed 5 business days. The FAA will order a minimum of one (1) class but may order up to three (3) classes.
- e. The Contractor must ensure that personnel receive the applicable theory, knowledge and skills needed to operate, monitor, and maintain VCS hardware and software with minimal assistance from the Contractor. The following is provided as guidance to inform the Contractor of the instruction the FAA is seeking with delivery of the Contractor's COTS training:
 - 1) Maintainer training should address (at a minimum):
 - a. Creation, updating, and invoking of position layout/position button maps;
 - b. Viewing of health/status and logs;
 - c. Security configuration;
 - d. Basic troubleshooting procedures;
 - e. Replacement of parts (LRU) and return of failed LRU; and
 - f. Configuration of any included simulation equipment.
 - 2) Operator training should address (at a minimum):
 - a. Call placement by type (each G/G call type, A/G calls); and,
 - b. Call feature exercise (e.g., call hold, HS/LS routing, etc.)

C.5 VCS SUPPORT SERVICES (CLIN 0004 T&M)

- a. The Government intends to operate and maintain the product without assistance from the Contractor. Should a maintenance issue arise that the Government cannot resolve on its own, assistance may be required.
- b. Following delivery, installation, and acceptance of the product and as ordered by the Government, the Contractor must provide engineering and technical assistance.
- c. The Contractor must oversee general labor category personnel when used.
- d. The engineers and technicians provided by the Contractor must be familiar with operation and maintenance of the COTS VCS.
- e. The support services must include installation, testing, troubleshooting, maintenance, and configuration support of VCS hardware, software, firmware, and associated equipment as defined by the Government.
- f. The personnel and the materials needed to perform the task(s) must be available at the WJHTC within 72 hours of notification or as coordinated by the FAA Technical Onsite Representative (TOR).

C.5.1 On-Site Maintenance Support

- a. As ordered by the Government, the Contractor must provide technical personnel and the necessary materials to perform on-site maintenance support services for the VCS equipment. The Contractor must provide personnel that have been trained on the VCS and are qualified to

perform the assigned task(s) related to the Contractor's COTS VCS, the system's hardware, software, firmware and functional and performance features. The tasks must include but are not limited to:

- 1) Providing on-site troubleshooting of system failures or performance and/or functional anomalies;
 - 2) Repairing or replacing Line/Lowest Replaceable Units (LRUs).
- b. The Contractor must provide all tools and test equipment required to perform needed repairs.
 - c. Prior to performing any maintenance activities at the Government VCS facility, the Contractor must coordinate site access with the TOR.
 - d. The Contractor must perform all corrective maintenance actions required to restore the VCS.
 - e. The Contractor must perform all recommended preventive maintenance tasks, as ordered.
 - f. After completing the corrective and applicable preventive maintenance actions, the Contractor must provide a Maintenance Service Report (CDRL CHORUS-02-MSR) that identifies the problem found and the repairs/services performed to the FAA COR.

C.5.2 Telephone Assistance

- a. As ordered by the Government, the Contractor must provide telephone technical assistance on all aspects of COTS VCS, including operation, configurations, troubleshooting, and restoration.
- b. Assistance must be available by telephone within two hours after a request is received from the Government.
- c. Telephone assistance must be available 5-days-a-week, Monday through Friday exclusive of Federal Government holidays between the hours of 0700-1600 Eastern Standard Time.

SECTION D – PACKAGING, MARKING, AND SHIPPING**D.1 Physical and Electronic Delivery**

At a minimum, the Contractor must attach a cover letter to all deliverables that includes the contract number and Contractor name.

CLIN Number	Delivery Address
CLIN 0001	FAA William J. Hughes Technical Center Atlantic City International Airport Egg harbor Township, NJ 08405
CLIN 0002	
CLIN 0003	
CLIN 0004	
CDRL CHORUS-01-CTR	Electronically to the Contracting Officer and Contracting Officers Representative
CDRL CHORUS-02-MSR	Electronically to the Contracting Officer and Contracting Officers Representative

D.2 Package Marking and Delivery

- a) Physical Deliverables - The Contractor must attach a cover letter to all deliverables that includes the contract number and Contractor name.
- b) Electronic Deliverables - The Contractor must include the contract number and Contractor name on the subject line of all electronic deliverables. The Contractor must ensure that its email system can send emails and files to and receive emails and files from Microsoft Outlook or any successor FAA-wide email application.

SECTION E – INSPECTION AND ACCEPTANCE**E.1 AMS CLAUSES****E.1 Clauses Incorporated by Reference****AMS 3.1-1 - CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2019)**

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

(End of Clause)

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

Clause Number	Title and Date
3.10.4-2	Inspection of Supplies - Fixed Price (NOV 1997)
3.10.4-4	Inspection of Services - Both Fixed-Price & Cost Reimbursement (APR 1996)
3.10.4-5	Inspection - Time-and-Material and Labor-Hour (APR 1996)
3.10.4-15	Certificate of Conformance (APR 1996)
3.10.4-16	Responsibility for Supplies (APR 1996)

E.1.2 Clause Incorporated in Full Text**3.10.4-14 Assignment of a Quality Reliability Officer (QRO) (OCT 2015)**

The following provisions are a part of this contract.

(a) The Government's Quality and Reliability Officer (QRO) assigned to this contract, and designated as such by the Government, has the authority to verify that the contractor's quality system complies with contract requirements, including the contractor's Quality System Plan (QSP) (if applicable), to witness tests, and to inspect and accept or reject supplies provided under this contract.

(b) Prior to shipment thereof, the Contractor must submit to the QRO, for inspection and preliminary acceptance, all supplies which are subject to final Government inspection and acceptance at destination. Preliminary acceptance by the QRO constitutes verification by the Government that supplies comply with all contract requirements which are to be completed prior to shipment, including satisfactory completion of factory tests. Any supplies determined by the QRO to be nonconforming or suspected counterfeit parts must be corrected prior to shipment. All other supplies, except those specified to be accepted by the Contracting Officer, must be submitted to the QRO for final inspection and acceptance prior to shipment. For all supplies subject to preliminary acceptance, final acceptance and passage of title to the Government must occur at destination.

(c) Failure of the Contractor to maintain and operate a Quality System in accordance with the terms of the contract may, based upon a written determination of the QRO (and consistent with the quality system requirements of the contract), be grounds for rejection of affected supplies.

(d) The Contractor must provide appropriate office space for the QRO and staff for the performance of Government evaluations and administrative functions. The office area must be secure to accommodate meetings of a sensitive nature. File cabinets, suitable desks (both with locking capabilities), office chairs, and other miscellaneous office equipment (as required) must be supplied by the Contractor. The

Contractor must provide secretarial help, as required by the QRO, for generating documents related to the contract. The office(s) must have both telephone and broadband internet access. A telephone must be provided to each desk, with no less than one line per QRO staff member. The cost of business long distance calls placed by the QRO staff will be borne by the Contractor. The Contractor must provide parking space to the extent available. In the event a change in location of the QRO staff is required, Contractor/QRO coordination will take place in order to facilitate Government planning and implementation of a smooth transition.

(e) Notification of Readiness for Inspection. Unless otherwise specified in the contract, the contractor must notify the designated resident QRO in writing within 2 workdays (7 workdays if there is not a resident FAA QRO) of the time:

(1) when contractor inspection or tests will be performed in accordance with the conditions of the contract
And

(2) when the supplies or services performed will be ready for government inspection.

(End of clause)

SECTION F – DELIVERIES OR PERFORMANCE**F.1 AMS CLAUSES****F.1.1 Clauses Incorporated by Reference****AMS 3.1-1 - CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2019)**

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

(End of Clause)

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

Clause Number	Title and Date
3.10.1-9	Stop-Work Order (OCT 1996)
3.10.1-24	Notice of Delay (MAR 2009)
3.11-34	F.O.B. Destination (APR 1999)

F.1.2 Clauses Incorporated in Full Text**3.2.4-34 Option to Extend Services (OCT 2019)**

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

(End of clause)

3.2.4 35 Option to Extend the Term of the Contract (OCT 2019)

~~(a) The Government may extend the term of this contract by written notice to the Contractor within [insert in the clause the period of time in which the Contracting Officer has to exercise the option]; provided, that the Government will give the Contractor a preliminary written notice of its intent to extend at least [] days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.~~

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

~~(c) The total duration of this contract, including the exercise of any options under this clause, must not exceed [enter number of months] (months) [enter number of years] (years).~~

~~(End of clause)~~

F.2 PERIOD OF PERFORMANCE

The Government may exercise optional CLIN 0003 and 0004 from date of award plus eighteen (18) months.

F.3 CONTRACT DELIVERABLES

Table F.3.1 (below) sets forth contract-level reporting deliverables and reports.

#	Description	Format (data)	Date
1	VCS System Delivery and Installation	N/A	Complete NLT 180 Days After Contract Award
2	Training	N/A	Complete 14 Calendar Days After Delivery of VCS System
3	Contractor Test Report System Verification (Site Acceptance Test)	See CDRL CHORUS 01 CTR	NLT 30 Calendar Days After System Verification Complete
4	Maintenance Service Report Maintenance Support	See CDRL CHORUS 02 MSR	NLT 5 Business Days After Completion of Maintenance Action

SECTION G – CONTRACT ADMINISTRATION DATA**G.1 AMS CLAUSES****G.1.1 CLAUSES INCORPORATED BY REFERENCE****AMS 3.1-1 - CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2019)**

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

(End of Clause)

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

Clause Number	Title and Date
3.10.1-22	Contracting Officer's Representative (APR 2012)

G.2 POINTS OF CONTACT

Role	Contact Information
Contracting Officer (CO)	Federal Aviation Administration Mary M. Johnson mary.m.johnson@faa.gov 202-267-3670 800 Independence Avenue, S.W. Washington, D.C. 20591
Contracting Officer's Representative (COR)	Federal Aviation Administration Douglas A. Sanders douglas.a.sanders@faa.gov 202-267-8355 800 Independence Avenue, S.W. Washington, D.C. 20591
Technical Onsite Representative (TOR)	Federal Aviation Administration TBD

G.3 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In this regard, the Contracting Officer is the only individual who has the authority to enter into, administer, modify, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and not withstanding any term or condition contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

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

G.4 TECHNICAL ONSITE REPRESENTATIVE (TOR)

The TOR is authorized to:

- a) Coordinate facility access at the WJHTC for delivery, installation, training, and maintenance service calls;
- b) Coordinate delivery details at the WJHTC;
- c) Participate in the inventory conducted prior to the start of installation and receive notification of all shortages;
- d) Direct inclusion of cable service loops at each end of the cabling during installation;
- e) Coordinate the connection of power, grounding, and signaling demarcation cables during installation;
- f) Coordinate the start date for SAT; and,
- g) Witness the SAT and validate the test results.

The TOR is not authorized to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract. The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

(End of Clause)

G.5 INVOICING

In addition to the incorporated AMS invoicing and payment clauses, invoices must be submitted to the following:

To Whom	Address	Format
Accounts Payable	9-AMC-AMZ-FAA- APInvoices@faa.gov	PDF
CO and COR	Via e-mail	PDF

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSE INCORPORATED IN FULL TEXT

3.1.9-1 Electronic Commerce and Signature (JUL 2018)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between:

- (1) Contracts written on paper and contracts in electronic form;
 - (2) Pen-and-ink signatures and electronic signatures; and
 - (3) Other legally-required written records and the same information in electronic form.
- (b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.
- (c) Certain documents may need to be provided or maintained in original form, such as large scale drawings impractical to convert to electronic format or a document with a raised seal signifying authenticity. This clause does not change or affect any other requirements that a document must be in paper format to satisfy legal requirements such as for certain real estate transactions.
- (d) The use of electronic signature technology is authorized under this solicitation and the resulting contract.

(e) Contractors must not digitally sign any documents with software that uses the Secure Hash Algorithm 1

(SHA-1). All digitally signed documents and contracts sent to the FAA must use a SHA-256 or higher hash algorithm. This is based on the National Institute of Standards and Technology (NIST) Policy Statement on

Hash Functions dated August 5, 2015. Further guidance on the use of SHA-256 is in NIST Special Publication (SP) 800-57 Part 1, section 5.6.2 as amended and SP 800-131A, Revision 1 dated November 6,

2015. Additional guidance on the use of SHA-3 is in NIST SP 800-185 as amended.

(f) Contractors do not have to update documents previously digitally signed using SHA-1 hash algorithms unless the document requires updating. The FAA and contractors may continue to use SHA-1 for the following applications: Verifying old digital signatures and time stamps, generating and verifying hashbased message authentication codes (HMACs), key derivation functions (KDFs), and random bit/number generation.

(End of Clause)

SECTION I – CONTRACT CLAUSES**I.1 CLAUSES INCORPORATED BY REFERENCE****AMS 3.1-1 - CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2019)**

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

(End of Clause)

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

3.1.7-2 Organizational Conflicts of Interest (JUL 2018)
3.1.7-4 Organizational Conflict of Interest - Mitigation Plan Required (OCT 2019)
3.1.7-5 Disclosure of Conflicts of Interest (JUL 2018)
3.2.2.3-33 Order of Precedence (MAR 2009)
3.2.2.3-73 Shipping Spare Parts (MAR 2009)
3.2.2.3-83 Prohibition Against Contracting with Inverted Domestic Corporations (OCT 2015)
3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (APR 2011)
3.2.2.7-8 Disclosure of Team Arrangements (APR 2008)
3.2.2.8-1 Material Requirement (OCT 2019)
3.2.4-28 Cancellation of Items (OCT 2019)
3.2.5-1 Officials Not to Benefit (OCT 2019)
3.2.5-3 Gratuities or Gifts (OCT 2019)
3.2.5-4 Contingent Fees (OCT 1996)
3.2.5-5 Anti-Kickback Procedures (OCT 2019)
3.2.5-8 Whistleblower Protection for Contractor Employees (APR 1996)
3.3.1-1 Payments (JUL 2018)
3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (JUL 2018)
3.3.1-6 Discounts for Prompt Payment (JUL 2018)
3.3.1-17 Prompt Payment (JUL 2018)
3.3.1-20 Providing Accelerated Payment to Small Business Subcontractors (OCT 2012)
3.3.1-27 Invoices for Equipment Delivered (JUL 2018)
3.3.1-34 Payment by Electronic Funds Transfer- System for Award Management (JUL 2018)
3.3.1-39 Funding - Time-and-Materials and Labor-Hour Contracts (JUL 2018)
3.3.2-1 FAA Cost Principles (OCT 2019)
3.4.1-12 Insurance (OCT 2019)
3.4.2-6 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (OCT 1996)
3.4.2-8 Federal, State, and Local Taxes - Fixed Price Contract (JUL 2019)
3.5-1 Authorization and Consent (JAN 2009)
3.5-13 Rights in Data – General (OCT 2014)

3.6.2-4 Walsh-Healey Public Contracts Act (OCT 2018)
3.6.2-9 Equal Opportunity (OCT 2018)
3.6.2-12 Equal Opportunity for Veterans (OCT 2018)
3.6.2-13 Affirmative Action for Workers With Disabilities (OCT 2018)
3.6.2-35 Prevention of Sexual Harassment (OCT 2018)
3.6.2-39 Trafficking in Persons (APR 2019)
3.6.3-14 Use Of Environmentally Preferable Products (JAN 2020)
3.6.3-16 Drug Free Workplace (MAR 2009)
3.6.3-23 Delivery of Electronic and Paper Documents (JAN 2020)
3.6.4-2 Buy American Act - Supplies (OCT 2014)
3.6.4-10 Restrictions on Certain Foreign Purchases (JAN 2010)
3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2019)
3.9.1-1 Contract Disputes (JAN 2020)
3.9.1-2 Protest After Award (AUG 1997)
3.10.1-7 Bankruptcy (APR 1996)
3.10.1-12 Changes - Fixed-Price (APR 1996)
3.10.1-14 Changes - Time and Materials or Labor Hours (APR 1996)
3.10.1-25 Novation and Change-Of-Name Agreements (OCT 2007)
3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (APR 1996)
3.10.2-6 Subcontracts for Commercial Items and Commercial Components (APR 1996)
3.10.6-1 Termination for Convenience of the Government (Fixed Price) (OCT 1996)
3.10.6-3 Termination (Cost-Reimbursement) (JAN 2020)
3.10.6-3 Termination (Cost-Reimbursement) (OCT 2014) - Alternate I (OCT 2014)
3.10.6-4 Default (Fixed-Price Supply and Service) (JAN 2020)
3.10.6-7 Excusable Delays (OCT 1996)
3.13-5 Seat Belt Use by Contractor Employees (OCT 2001)
3.13-13 Contractor Policy to Ban Text Messaging While Driving (JAN 2011)
3.13-14 Reporting Executive Compensation and First-Tier Subcontract Awards (JAN 2018)
3.14-3 Foreign Nationals as Contractor Employees (JAN 2019)
3.14-5 Sensitive Unclassified Information (SUI) (JUL 2013)
3.14-6 Privacy or Security Safeguards (NOV 2016)
3.14-13 Use of Contractor-Equipment or Software - Permitted (OCT 2018)

I.2 CLAUSES INCORPORATED IN FULL TEXT

3.1.7-6 Disclosure of Certain Employee Relationships (JAN 2019)

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

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any

consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

- (1) The names of all Subject Individuals who:
 - (i) participated in preparation of proposals for award; or
 - (ii) are planned to be used during performance; or
 - (iii) are used during performance; and
 - (2) The name of each individual, retained in any capacity by the contractor, who was employed by FAA during the five-year period immediately prior to the date of award; and
 - (3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and
 - (4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.
- (c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, spouse of an in-law, or a member of his/her household.
- (d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.
- (e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.
- (f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:
- (1) Termination of the contract.
 - (2) Exclusion from subsequent FAA contracts.
 - (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.
- (g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:
- ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS**
- The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12month period:[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.
- [] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

- (h) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition and

the reason why; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(End of clause)

3.2.4-5 Allowable Cost and Payment (OCT 2019)

(a) Invoicing. The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with the Federal Aviation Administration's (FAA) "Contract Cost Principles" in effect on the date of this contract and the terms of this contract (upon request, the Contracting Officer will provide a copy of the FAA Contract Cost Principles). The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract. Any payments for costs under this contract, particularly for costs of Indirect Rates under paragraph (d), must be subject to the provisions of the "Limitation of Costs" clause, or the "Limitation of Funds" clause, if applicable. The Contractor must be responsible to manage and control the allowable cost of performance of the contract, such that payments for any allowable costs, including Indirect Rates under paragraph (d), must not exceed the estimated cost set forth in the schedule, or the funded amount, less an allowance for fee, if the contract is incrementally funded.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only: (i) Those costs the Contractor has incurred and recorded at the time of the request for reimbursement;

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

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

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

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

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

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

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

(4) Any statements in specifications or other documents incorporated in this contract by reference

designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government will be disregarded for purposes of cost-reimbursement under this clause.

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

(d) Final indirect cost rates.

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

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

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

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

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

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

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Charts of Accounts) and expense reallocation to final indirect cost pools.

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

(N) Certificate of final indirect cost.

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

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

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

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

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

(1) Must be the anticipated final rates; and

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

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

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

(i) The contract is physically complete;

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

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

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

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

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

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

(h) Final payment.

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

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

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

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

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

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

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

(End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (APR 1996)

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

(End of clause)

3.3.1-33 System for Award Management (JUL 2018)

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to

establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror must enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

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

(1) An offeror may obtain a DUNS number

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

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

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

(i) Company legal business.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain

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

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

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

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

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

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

(End of Clause)

3.10.2-1 Subcontracts (Fixed-Price Contracts) (JAN 2019)

(a) Consent to subcontract in this clause applies to subcontracts resulting from unpriced modifications to this contract if required as indicated under (b) or (c) below.

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

(1) Is proposed to exceed \$150,000; or

(2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$150,000.

(c) If the contractor has an approved purchasing system, the contractor nevertheless must obtain the Contracting Officer's written consent before placing the following subcontracts:

[Fill in subcontract]

[Fill in subcontract]

[Fill in subcontract]

(d) The advance notification required by paragraphs (b) and (c) above must include-

- 1) A description of the supplies or services to be subcontracted;
- (2) Identification of the type of subcontract to be used;
- (3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;
- (4) The proposed subcontract price and the Contractor's cost or price analysis;
- (5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;
- (6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and
- (7) A negotiation memorandum reflecting-
 - (i) The principal elements of the subcontract price negotiations;
 - (ii) The most significant considerations controlling establishment of initial or revised prices;
 - (iii) The reason cost or pricing data were or were not required;
 - (iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;
 - (vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (vii) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation must identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (e) The Contractor must obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification will constitute the consent of the Contracting Officer.
- (f) Even if the Contractor's purchasing system has been approved, the Contractor must obtain the Contracting Officer's written consent before placing subcontracts identified below:
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system will constitute a determination:
 - (1) of the acceptability of any subcontract terms or conditions,
 - (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or
 - (3) to relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract placed under this contract will provide for payment on a cost-plus-a-percentage-of-cost basis.
- (i) The Government reserves the right to review the Contractor's purchasing system.

(End of clause)

3.13-16 Records Management (January 2020)

(a) *Definitions.*

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

- (1) Includes all FAA records.
- (2) Does not include personal materials.
- (3) Applies to records created, received, or maintained by Contractors pursuant to a FAA contract.
- (4) May include deliverables and documentation associated with deliverables.

(b) *Requirements.*

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

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

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

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

the FAA ARO (or the ARO's designate) and the Contracting Officer. Destruction of records is expressly prohibited unless in accordance with the contract.

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

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

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

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

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

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

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

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

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

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (JAN 2019)

1. No contractor employee, subcontractor, or consultant will be allowed unescorted access to any FAA facility; access to FAA sensitive information; or access to FAA systems or resources unless they have been authorized by the FAA Office of Personnel Security (AXP).
2. Consistent with FAA Order 1600.72, AXP must approve designated risk levels for the positions under the contract, to be determined by the FAA Operating Office (the organization with the requirement) in coordination with the COR, using the OPM Position Designation Automated Tool (PD Tool).
3. For all contractor employees, subcontractors, or consultants requiring access to FAA facilities, sensitive information, systems, or resources, the contractor must submit to their responsible AXP office a point of contact (POC) who will be responsible for entering all contractor applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov).
4. If an applicant has had a previous US Government conducted background investigation, which meets the investigative requirements for the position and meets established reciprocity guidelines, it will be accepted by the FAA. The FAA reserves the right to conduct further investigations, including requesting additional information from the applicant, if necessary.
5. If no previous investigation exists, or if the previous investigation does not meet investigative requirements for the position, AXP will:
 - a. Send the applicant an e-mail (this step may be delegated to VAP POC) stating that the applicant must complete a form through the electronic Questionnaires for Investigations Processing (eQIP) system;
 - b. Instruct the applicant how to enter and complete the eQIP form;
 - c. Provide where to send/fax applicable forms; and
 - d. Provide instructions regarding fingerprinting.The applicant must complete the eQIP form and submit other required material within 15-calendar days of receiving the e-mail from AXP. For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to their responsible AXP office identified below:
For Headquarters Contracts:
Manager, Personnel Security Suitability Branch, AXP-320
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591
Regional and Center Contracts: NONE
6. No contract employee, subcontractor, or consultant will work in any position unless AXP has authorized them to begin work. Authorization will be in the form of an Interim or Final Suitability email notification from AXP to the VAP POC and CO.
7. No contract employees, subcontractor, or consultant will be issued a FAA Personal Identity Verification (PIV) card unless they have been granted an Interim or Final suitability from AXP.
8. The Contractor must update the VAP within twenty-four (24) hours after any contractor employee is terminated or transferred from the contract. If the FAA issued the contract employee a PIV card, the contractor must collect the card and return it to AXP within five business-days of the employee's termination or transfer.
9. The CO will provide notice to the contractor within 24-hours after receipt of a determination that the contractor or its employee has not complied with security-related contract requirements, security related FAA Orders, or if a contractor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the contractor to remove its employee's access to FAA premises or networks, or otherwise remedy the contractor's performance.
10. The contractor must immediately comply with the CO's direction to remedy its security performance at the contractor's expense, including removing the employee from FAA premises and networks. If the contractor employee is working under an interim suitability authorization, the contractor must take

appropriate action, including the removal of the contractor employee from working on the FAA contract, at their own expense. Once action has been taken, the contractor must report the action via the VAP within the timeframe prescribed in paragraph 8 of this clause.

11. After coordination with AXP, the CO may require contractor employees to submit any other security information deemed reasonably necessary to protect the interests of the FAA. This includes submitting to additional fingerprinting and background reinvestigations required under Federal Investigative Standards. In this event, the contractor must provide, or cause each of its employees to provide, such security information to AXP. Failure to cooperate with security processing will result in an unfavorable suitability determination.

12. Contractor employees subject to the requirements of this clause must take the FAA Security Awareness Virtual Initiative (SAVI) training within 90 days of reporting to work and annually thereafter. This training is available on the FAA's Electronic Learning Management System (eLMS). Contractors without access to eLMS please see <https://my.faa.gov/org/linebusiness/ash/programs/savi.html> for instructions.

13. The contractor and/or subcontractor(s) must contact the CO, COR, and AXP within one business-day in the event an employee is arrested (i.e., taken into custody by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

14. Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract, and may result in suspension or revoked access to FAA assets for the Contractor's employee.

15. If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

16. The contractor agrees to insert terms that conform substantially to the language of this clause, excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under FAA Order 1600.72 do not apply.

(End of Clause)

3.14-4 Access to FAA Facilities, Systems, Government Property, and Sensitive Information (JAN 2019)

1. It may become necessary for the Government to grant access to FAA systems or issue Government property or sensitive information to contractor employees. Prior to or upon completion or termination of the work under the contract, the contractor must return all such Government property and sensitive information to the Contracting Officer's Representative (COR).

2. Reserved.

3. Improper use, possession or alteration of Government property is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

4. In the event such Government property or sensitive information or is lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold the value of the asset for each item of Government property or sensitive information not returned. If the Government property or sensitive information is not returned within 30 calendar-days from the date the withholding action was initiated, any amount so withheld is forfeited by the contractor. Regarding FAA Personally Identifiable Information (PII) contained within portable devices that are lost, stolen, or not returned, the contractor must additionally report such a loss, theft, or non-return within one (1) hour to the FAA Security Operations Center (phone 1(866)-580-1852(Option 1) or email 9-AWA-SOC@faa.gov).

5. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line

identification card and for vehicles, with a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

6. The Government retains the right to inspect inventory, or audit Government property or sensitive information issued to the contractor in connection with the contract and do so at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government, will be assumed to be lost and the provisions of section (4) of this clause apply.

7. All Government property must be approved by the COR who will require the Contractor employee to sign a receipt for each item. Lost or stolen Government property or sensitive information must immediately be reported concurrently to the Contracting Officer (CO), COR, and the FAA SOC at the telephone number and email address listed under section (4) above.

8. Each Contract employee, during all times of on-site performance onboard an FAA facility, must prominently display his/her current and valid FAA Personal Identity Verification (PIV) card on the front portion of his/her body between the neck and waist. Each FAA PIV cardholder must not affix pins, stickers, or other item to the card.

9. Prior to any contractor employee obtaining a FAA PIV Card or other Government property, IAW FAA Order 1600.78 the contractor is required to:

a. Enter data for each employee into the VAP as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements.

b. The Office of Personnel Security (AXP) will determine whether final suitability can be granted due to:

i. Existence of a previous investigation that meets reciprocity requirements, or:

ii. Initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms.

c. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to AXP.

d. Authorization for the contractor employee to begin work will be an Interim or Final Suitability notification from AXP.

10. To obtain a FAA PIV card, IAW FAA Order 1600.78 Contractor employee must:

a. Submit an identification Card Application (DOT 1681) using the automated system located at <https://idms.faa.gov/1681>. The application must be approved by the CO or to the COR.

b. The contractor employee will be notified when the identification card application has been approved and is ready for processing by the FAA Identification Card issuer (e.g., PIV Administrator).

c. The contractor must contact AXP to obtain the procedures for obtaining their FAA PIV Card.

11. Off-Boarding The contractor is responsible for ensuring final off-boarding is accomplished for all departing contractor employees. This includes termination, resignation, retirement, death, change of employment status (i.e., transferring from a contractor to a FAA employee), transfer to another FAA contract, and (with CO approval) extended leave of absence. The Contractor may appoint an off-boarding coordinator to oversee the off-boarding process.

a. For each departing employee having access to FAA facilities and/or Information Technology (IT) systems, the Contractor must submit a completely filled out and signed "FAA Contractor Employee Off-Boarding Checklist" (located in FAA Procurement Forms) to the CO no later than thirty (30) calendar days

after the employee's departure. The Contractor must ensure that the Checklist confirms that all applicable Government property and sensitive information (including Classified National Security Information (CNSI)) has been collected and access to all FAA assets has been terminated.

b. When the Contractor is not collocated or within local driving distance of the responsible AXP office, the Contractor must collect the Personal Identity Verification (PIV) Card and any other tokens and provide to the CO or COR within one (1) business day of receiving the Card/tokens from the departing employee.

c. In event that the Contractor employee departs without completing the Checklist, the Contractor is

responsible for completing and submitting the Checklist on the employee's behalf. If the departing Contractor employee served as the Property Custodian for the FAA contract, the Contractor must designate a new Property Custodian and ensure accountability of all property under the contract, or within fourteen calendar days with the CO's approval, provide to the CO the results of the associated inventory/property accountability.

d. The VAP must be updated within twenty-four (24) hours for the departing employee.

e. The Contractor must also comply with any local Employee Off-Boarding Checklists in use at FAA Facilities.

12. All contractors and subcontractor employees with access to FAA systems must have a FAA-issued Personal Identity Verification (PIV) card and must use the PIV card to authenticate to the FAA system. Approved contractor equipment or software in accordance with clause 3.14-13 "Use of Contractor Equipment or Software - Permitted" that connects to FAA systems must be configured to accept and use FAA-issued PIV cards. The contractor must provide the appropriate equipment for the PIV card, while the

FAA will furnish and configure the PIV software.

13. The contractor must insert this clause in all subcontracts under the contract.

(End of Clause)

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

POST AWARD
J.1 Contract Data Requirements List (CDRL) CHORUS-01-CTR
J.2 Contract Data Requirements List (CDRL) CHORUS-02-MSR
PRE AWARD
J001 – Past Performance Questionnaire
J002 – Combined Section L and M
J0003 – Price Evaluation Template <u>(available as a separate file in the Notice)</u>

DATA ITEM DESCRIPTION	
1. CDRL TITLE CHORUS Test Report (CTR)	2. CDRL NUMBER CHORUS-01-CTR
3. DESCRIPTION/PURPOSE <p>The CHORUS Test Report documents the results of Site Acceptance Testing, which will verify correct installation and post-installation operability of the COTS product. The test report provides the results of the test(s) conducted and identifies discrepancies between expected and actual test results.</p> <p>The Contractor must also include the final as-built set of drawings, the initial hardware and software configuration of the CHORUS equipment as tested during SAT, and copies of the signed FAA Form 256.</p>	
4. DATA REQUIREMENTS <p>Reference: SOW paragraph C.3.3, System Verification (Site Acceptance Test); C.3.4, Contractor Acceptance Inspection</p> <p>Contents:</p> <p>4.1. CONTENT. The test report must document the results of each test completed. The report must identify the test objectives, applicable test procedure(s), and test configuration(s) used during the test. The report must identify all test discrepancies and compare the test results obtained against the expected test results. The test report must be prepared in contractor format in accordance with the following content instructions.</p> <p>4.1.1. <u>Reference Documents.</u> List all applicable documents. Reference documents must include any test plan, procedures and/or the requirement documents on which the evaluation is based.</p> <p>4.1.2. <u>Test Item Description.</u> Describe the System Under Test. The description must include physical and functional descriptions of the item tested. The test item description must describe the test configuration, to include test and peripheral equipment, if applicable. This section must also include:</p> <ol style="list-style-type: none"> Final As-Built Drawings: This set of drawings must depict the final as-built configuration of the CHORUS COTS product delivered to the Government Hardware and Software Configuration: This section must define the hardware and software configuration of the COTS product delivered to the Government (baseline at the end of SAT). <p>4.1.3. <u>Test Results.</u> This section must include, for each test series, a synopsis of the test events, the results of the test, and any discrepancies encountered.</p> <p>4.1.4. <u>Evaluation.</u> This section must describe any pertinent differences between the test environment and the operational environment, as well as any effects on the system capabilities. This section must also identify any remaining deficiencies, limitations, or constraints in the system that were detected by the testing. System problem/change reports may be used to provide deficiency information. For each deficiency, limitation or constraint, the report must:</p> <ol style="list-style-type: none"> Describe its impact on system operations and performance Provide a recommended solution/approach for corrective action Provide a recommended workaround, if applicable <p>4.1.5. <u>Test Certification.</u> The test report must contain certification that the test results are authentic, accurate, current, and in accordance with related requirements and test plans. This section must also contain a copy of the FAA Form 256 signed by the Government</p>	

DATA ITEM DESCRIPTION	
1. CDRL TITLE CHORUS Test Report (CTR)	2. CDRL NUMBER CHORUS-01-CTR
<p>representative formally accepting delivery of the CHORUS COTS product.</p> <p>4.2. The Contractor must deliver the Test Report(s) in Government approved electronic format (e.g., Microsoft Windows/Office suite of products). The Test Report(s) must be delivered without restrictive legends and software that would limit the Government's ability to copy/reproduce and edit/modify the Test Report(s) using the electronic version.</p>	

DATA ITEM DESCRIPTION	
1. CDRL TITLE Maintenance Service Report	2. CDRL NUMBER CHORUS-02-MSR
3. DESCRIPTION/PURPOSE <p>A Maintenance Service Report provides a description of on-site preventative and corrective maintenance performed on the CHORUS system by the Contractor. A Maintenance Service Report is prepared for each maintenance service action.</p>	
4. DATA REQUIREMENTS <p>Reference: SOW paragraph C.5.1, On-Site Maintenance Support</p> <p>Contents:</p> <p>A Maintenance Service Report must contain the following information at a minimum:</p> <ul style="list-style-type: none"> a) Contractor's name and address. b) Contract number. c) Location where services were performed. d) Name(s) of contractor personnel performing the services. e) Date and time of outage or problem reported. f) Date and time Contractor was notified of outage or problem. g) Date and time Contractor arrived at and reported to FAA site POC. h) Time to Repair: <ul style="list-style-type: none"> 1) Date and time repair action begun. 2) Date and time service restored. i) Number of man hours expended. j) Name of the procuring activity's technical representative (or designated technical representative) present during performance of the services. k) Description of the work accomplished or services performed. <ul style="list-style-type: none"> 1) If system repair/restoration action: <ul style="list-style-type: none"> i. Description of problem as presented; ii. Summary of investigation or diagnostics performed; iii. Result / conclusion from diagnostics; iv. Problems encountered during restoration efforts; and, v. Corrective action taken or recommended. 	

Unofficial

ATTACHMENT J001 - PAST PERFORMANCE QUESTIONNAIRE

Part A. Contract Summary					
1. Contractor Name:		2. Contract Number:			
Street:		3. Contract Type:			
City:		4. Competitive:		yes	no
State:		Zip Code:	5. Follow-on:		yes no
Telephone:		6. Period of Performance:			
7. Contract Cost Data		Estimated Cost		Fee	Total Value
		Firm Fixed Price			
Initial Contract Cost		\$	\$	\$	
Current Contract Cost		\$	\$	\$	
8. Product Description and/or Services Provided.					
Part B. Performance Evaluation of Contract (Summary)					
Performance Elements	Excellent	Good	Fair	Poor	Unsatisfactory
9. Quality of Work					
10. Timely Performance					
11. Effectiveness of Management					
12. Cost Management Practices					
13. Personnel Management Practices					
14. Overall Evaluation					

15. Remarks on excellent performance. Provide data supporting this observation. *[Continue on separate sheet(s) if needed.]*

16. Remarks on unsatisfactory performance. Provide data supporting the observation. *[Continue on separate sheet(s) if needed.]*

Part C. Identification of Evaluator

17. Name:		18. Organization:	
19. Title:		20. Date:	
NOTE: If verbal telephonic response received, complete the following:	21. Information obtained by:	22. Signature	

NOTE: THIS INFORMATION WILL BE KEPT CONFIDENTIAL

ATTACHMENT J002

The proposal must be submitted with a business, technical, past performance and price section.

Proposal Requirement	
<div>Proposal Section</div> <div>Business</div>	The proposal must include signed Standard Form (SF) 33 of all clauses, as required, and certifications.
	The proposal must explicitly state exceptions to the solicitation.
	The proposal must specify the versions and specific document sections of ED-137 Volume 1 that are supported by proposed solution.
	The proposal must specify the versions and specific document sections of ED-137 Volume 2, including Addendums, that are supported by the proposed solution.
	The proposal must include system footprint information, including all rack equipment and desk equipment.
	The proposal must include the dimensions for anchoring pattern of all equipment racks.
	The proposal must include the installed weight of all proposed equipment, to a granularity of at least the rack level.
	The proposal must specify the presence of hazardous materials in equipment (e.g., batteries, asbestos, polychlorinated biphenyls, lead, mercury, class one ozone-depleting substances, HCFC-22, HCFC-141b, HCFC-142B, etc.)
	<u>The Proposal must specify, for all CWP equipment, the cutout dimensions and mounting hole locations (including mounting hardware requirements) for console equipment that a Controller would interface with, including touch display(s) (indicate whether or not VESA mounting is supported), volume control module(s), speaker module(s), and jack module(s).</u>
	<u>The Proposal must include specification of supported cleaning product used for disinfecting all COTS product equipment of COVID-19 hazards.</u>
	<u>The Proposal must include instructions for performing disinfecting of all COTS product equipment of COVID-19 hazards.</u>
	<u>The Proposal must include specification of any provided TED stylus devices (see C.2.2.n)</u>
	The proposal must specify the number and type of all overhead and underfloor cabling included with the proposed solution.
	The proposal must specify the cooling needs of the proposed solution, including type (e.g., underfloor cooling, etc.), operating temperature range, and heat output (e.g., BTUs).
	<p>The proposal must specify the power needs of the proposed solution, in at least the following areas:</p> <ul style="list-style-type: none"> a) Number of power connectors b) Type of power connectors (e.g., NEMA L5-30R twist-lock, etc.) c) Voltage supply type needed (e.g., 110V AC, 48V DC, etc.), per connector d) Number of phases needed, per connector e) Current (amperage) needed, per connector f) Number of ground connectors g) Locations of ground connectors h) Type of ground connectors
	<p>The proposal must include estimated shipment information of all proposed equipment, in at least the following areas:</p> <ul style="list-style-type: none"> a) Type of packaging (e.g., pallets) b) Number of packages (e.g., number of pallets)

	<p>c) Weight of packages (e.g., estimated weight for each pallet)</p> <p>d) Height of packages (e.g., height of equipment on pallet)</p> <p>e) Ability/inability to tilt packaging for transfer through doorways</p>
	The proposal must specify all additional information needed from the government to facilitate delivery of the proposed solution.
	The proposal must include a list of factory configurable software features and a short description of each. This should include a history of the baseline (when it was first deployed and last deployed).
	<u>The proposal must include, if legacy analog A/G interface capability is applicable to the COTS product, include specifications for applicable loopback capabilities and configurations to enable “looped-back” communication from CWP to CWP through this legacy analog interface equipment.</u>
	<u>The proposal must include, if legacy analog G/G interface capability is applicable to the COTS product, include specifications for applicable loopback capabilities and configurations to enable “looped-back” communication from CWP to CWP through this legacy analog interface equipment.</u>

	Evaluation Method	Page Limitation	Proposal Requirement	Evaluation Criteria
Proposal Section	The factor will be rated acceptable or unacceptable.	15 pages	The proposal must detail and substantiate the proposed COTS Air Traffic control voice communications system (VCS), with supporting technical information to address the VCS requirements identified in SOW C.2.1.	<p>The proposed COTS VCS is acceptable when an offeror demonstrates compliance with SOW Section C.2.1, C.3, C.4, and C.5 through detailed explanation.</p> <p><u>NOTE: FAA will not evaluate SOW Sections C.2.2-C.2.5 and responses to these sections are not required as part of the proposal.</u></p>
			The proposal must describe the offeror’s approach to fulfilling the requirements of SOW Section C.3.	
			The proposal must describe the offeror’s approach to fulfilling the requirements of SOW Section C.4.	
			The proposal must describe the offeror’s approach to fulfilling the requirements of SOW Section C.5.	
	Technical			

		Evaluation Method	Page Limitation	Proposal Requirement	Evaluation Criteria
<u>Proposal Section</u>	Past Performance	The factor will be rated satisfactory, unknown, or little confidence.	3 past performance questionnaires	<p>The proposal must include three (3) past performance questionnaires (Attachment J001) of similar work and complexity performed within the past five (5) years.</p> <p><u>The Offeror must only complete Part A. By providing the completed Part A of the questionnaire. By providing this information,</u> the offeror agrees and understands the Government may contact the references.</p>	<p>The objective of this factor is to assess the Government’s confidence in the offeror’s proposal based on the offeror’s past performance on relevant management, cost, and technical experience with delivery and installation of a voice switch. The Past Performance confidence are as follows: Satisfactory Confidence - Based on the offeror’s performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.;</p> <p>Unknown Confidence – An Offeror with no performance record will be evaluated as “neutral”; or</p> <p>Little Confidence - Based on the offeror’s performance record, substantial doubt exists that the offeror will successfully perform the required effort.</p>

		Evaluation Method		Proposal Requirement	Evaluation Criteria
<u>Proposal Section</u>	Price	Price reasonableness		<p>The proposal must include Attachment J003, Price Evaluation Template.</p> <p>The proposal must identify, explain, and support assumptions and methodology used to complete the price proposal.</p>	<p>The offeror's price proposal, including options, will be evaluated using price analysis to determine if it is fair and reasonable.</p> <p>The FAA reserves the right to perform price realism in accordance with AMS Guidance T.3.2.3. The FAA reserves the right to conduct cost analysis on base rates if determined necessary to support the price realism analysis. This may require the FAA to request additional information to be obtained from the Offerors.</p>

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 PROVISIONS INCORPORATED BY REFERENCE

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

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

(End of Clause)

The following contract clauses and provisions pertinent to this section are hereby incorporated by reference:

3.2.2.3-3 Affiliated Offerors (JUL 2004)
3.2.2.3-82 Prohibition on Conducting Restricted Business Operations in Sudan - Certification (JUL 2012)
3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (OCT 2019)

K.2 CLAUSES AND PROVISIONS INCORPORATED IN FULL TEXT

3.2.2.3-2 Minimum Offer Acceptance Period (JUL 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 90 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)

3.2.2.3-23 Place of Performance (JUL 2004)

- (a) The offeror (you), in fulfilling any contract resulting from this SIR, [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.
- (b) If you check 'intends' in paragraph (a) above, insert the following information:
- Place of Performance Street: _____
- City: _____
- State: _____
- Zip Code: _____
- Name of owner and operator, if other than the owner: _____

(End of provision)

3.2.2.3-81 Prohibition Against Contracting with Inverted Domestic Corporations-Representation (OCT 2015)

- (a) Definition: "Inverted Domestic Corporation" and "subsidiary" are defined in AMS clause 3.2.2.3-83 "Contracting with Inverted Domestic Corporations."
- (b) The FAA is not permitted to use appropriated or otherwise made available funds for contracts with either an inverted domestic corporation or a subsidiary of an inverted domestic corporation unless the requirement is waived in accordance with applicable AMS guidance)
- (c) Representation. By submittal of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (JAN 2018)

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

(i) All representations and certifications as reflected in the System for Award Management (SAM) are current and accurate as of the date the proposal/offer is submitted. The offeror must provide immediate written notice to the Contracting Officer if at any time prior to award the Offeror and/or any of its Principals learns that any certification or representation in SAM was erroneous when this proposal/offer was submitted or has become erroneous by reason of changed circumstances. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, <https://www.vip.vetbiz.gov>.

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

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

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

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

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

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

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

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

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

(2) Examples-

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE

UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in

withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

(End of provision)

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

(a) As required by sections 745 and 746 of Title VII, Government-Wide General Provisions, of the Consolidated Appropriations Act, 2016 (Public Law 114-113), and similar provisions, if contained in subsequent appropriations acts, the FAA will not enter into a contract with any corporation that-

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

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

(b) The offeror represents that-

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

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

(End of provision)

3.3.1-35 Certification of Registration in System for Award Management (AUG 2012)

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

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-3 Walsh-Healey Public Contracts Act Representation (OCT 2010)

The offeror represents as a part of this offer that the offeror:

is () or is not () a regular dealer in, or

is () or is not () a manufacturer of, the supplies offered.

(End of provision)

3.6.2-5 Certification of Nonsegregated Facilities (MAR 2009)

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

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

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

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

3.6.2-8 Affirmative Action Compliance (APR 1996)

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

(End of provision)

3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (JUL 2007)

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product Listed Countries of Origin

[] []

[] []

[] []

[] []

[] []

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

() (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

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

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

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

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

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

"Sensitive Technology"

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

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

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

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

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

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

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

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

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

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

(End of provision)

3.6.4-22 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (January 2020)

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

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

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

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

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

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

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

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

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

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

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

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

(End of Provision)

3.6.4-24 Covered Telecommunications Equipment or Services- Representation (January 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning 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.* 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, to other contractual instrument.

(End of provision)

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (AUG 2012)

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

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

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

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

DUNS OR DUNS+4 NUMBER: _____

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

(1) An offeror may obtain a DUNS number

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

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

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

(i) Company legal business.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 PROVISIONS INCORPORATED BY REFERENCE

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

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

(End of Clause)

The following contract clauses and provisions pertinent to this section are hereby incorporated by reference:

3.2.2.3-1 False Statements in Offers (JUL 2004)
3.2.2.3-6 Submittals in the English Language (JUL 2004)
3.2.2.3-7 Submittals in U.S. Currency (JUL 2004)
3.2.2.3-11 Unnecessarily Elaborate Submittals (JUL 2004)
3.2.2.3-12 Amendments to Screening Information Requests (JUL 2004)
3.2.2.3-13 Submission of Information/Documentation/Offer (JUL 2004)
3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (APR 2018)
3.2.2.3-15 Authorized Negotiators (JUL 2004)
3.2.2.3-16 Restricting, Disclosing and Using Data (JUL 2004)
3.2.2.3-17 Preparing Offers (JUL 2004)
3.2.2.3-18 Prospective Offeror's Requests for Explanations (MAR 2009)
3.2.2.3-19 Contract Award (JUL 2004)

L.2 CLAUSES AND PROVISIONS INCORPORATED IN FULL TEXT

3.2.2.3-5 Descriptive Literature (JUL 2004)

(a) "Descriptive literature" means information (for example cuts, illustrations, drawings, and brochures) submitted as part of an offer. The FAA (we) may need descriptive literature to evaluate details of the product. These details may be about:

- (1) Design;
- (2) Materials;
- (3) Components;
- (4) Performance characteristics; or
- (5) Methods of manufacture, assembly, construction, or operation.

(b) Descriptive literature includes only information the FAA needs to determine that the offeror (you) will provide technically-acceptable products.

(c) The offeror (you) must mark or highlight the items you are submitting as descriptive literature so we can readily find them in your offer.

(d) The Contracting Officer (CO) may reject offers that fail to submit descriptive literature on time (see the

"Late Submissions, Modifications, and Withdrawals of Offers" provision of this SIR) or in which the descriptive literature does not show that the product offered conforms to the SIR requirements.

(e) The CO may waive the SIR requirement for descriptive literature if you indicate in subparagraph (e)(1) below that you supplied a comparable product under an earlier FAA contract and the CO determines that the product meets this SIR's requirements.

(1) You represent that you ☐ have, ☐ have not (check applicable box) supplied a product to us ☐ (the CO should designate the contracting office or an alternate activity or office) under an earlier FAA contract that is the same as the product offered under this SIR.

(2) If you checked 'have' in paragraph (e)(1), and seek a waiver of the requirement for descriptive literature, submit the following information as part of your offer:

Earlier contract number _____

Date of earlier contract _____

Contract line item number of product supplied _____

Name and address of government activity to which you delivered the product _____

Date of final delivery of product _____

(f) You must submit offers on the basis of required descriptive literature or on the basis of a product you supplied previously under paragraph (e). Once you submit an offer on one of these two bases and the deadline for us to receive offers has passed, you may not elect to have your offer considered on the alternative basis. The Government will disregard your request for a waiver under paragraph (e) above if

you have submitted the descriptive literature this SIR requires.

(End of provision)

3.2.2.3-20 Offers (JAN 2018)

(a) The offeror (you) must submit responses to this SIR by the following electronic means [e-mail]. Your offer must arrive at the place and by the time specified in the SIR.

(b) Such offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) Send your offer to mary.m.johnson@faa.gov.

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

(End of provision)

3.2.2.3-22 Period for Acceptance of Offer (OCT 2014)

The offeror (you) agrees if this offer is accepted within _____ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.4-1 Type of Contract (APR 1996)

The FAA contemplates award of a contract containing firm fixed price and time and material CLINS resulting from this Screening Information Request.

(End of provision)

3.6.1-17 North American Industry Classification System (NAICS) Code (JAN 2017)

The North American Industry Classification System (NAICS) code for this procurement is:
[334210 Telephone Apparatus Manufacturing]

The small business size standard as defined by the Small Business Administration is the following:

For NAICS codes based on annual receipts, the annual average receipts for the last three fiscal years cannot exceed [N/A].

For NAICS codes based on the number of employees, the average number of employees over the last twelve-month period cannot exceed [1,250 employees].

(End of provision)

3.9.1-3 Protest (JAN 2020)

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

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

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

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

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

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

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

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

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

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

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

(f) Protests shall be filed at:

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

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

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or
Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or

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

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

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

(End of provision)

3.14-8 Non-FAA Information Systems (JAN 2017)

(a) For all non-FAA Information systems (including those from cloud services providers) to be used under this contract, offerors must disclose with their proposal all countries where FAA data and information is to be stored, processed, backed up to, or if the data and information is transmitted through an international processing hub or exchange.

(b) Offerors must disclose to the FAA with their proposal, the country of ownership (if more than 50% foreign-owned) for all subcontractors and third parties that will process, store, or backup the data and information.

(c) If an international processing hub or exchange is involved or there are foreign-owned subcontractors or third parties, offerors must provide to the FAA with their proposal, the details of the security measures for how the contractor, subcontractor, and third party processing facilities will protect the FAA data and information at the subcontractor or third party processing facility.

(End of provision)

L.3 DATE, TIME AND METHOD OF SUBMISSION

L.3.1 Date and Time

All proposals must be submitted by May ~~19~~⁵, 2020, 5:00pm ET in the manner described below.

L.3.2 Submission via e-mail

All offeror submissions to this SIR must be made via email to the Contracting Officer at mary.m.johnson@faa.gov. The subject line of the email must contain the solicitation number, Offeror name or abbreviation, and the number of total submissions (e.g., XYZ Corp – email submission 2 of 3).

L.3.3 Questions and Answers

Offerors must submit all questions concerning this SIR to the Contracting Officer listed in L.3.2 (above) via email no later than April 14, 2020, 5:00pm ET. All responses to the questions will be made in writing and included in an amendment to the SIR.

L.4 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The FAA will neither pay for the information solicited nor reimburse the Offerors for any costs incurred in the preparation or submission of any response to this SIR. No pre-contract costs will be allowed on this contract. Pre-contract cost are defined as any costs incurred at the Offeror's risk in anticipation that any such costs may later be charged to any resulting contract.

L.5 NUMBER OF AWARDS

The Government anticipates up to seven (7) contract awards resulting from this solicitation.

L.6 CONTRACTOR RESPONSIBILITY

FAA only awards contracts to responsible Contractors. The Contracting Officer will make a determination of Offeror responsibility for any Offeror that appears likely to receive an award. An Offeror must be deemed responsible to be eligible for award. At a minimum, in order to be determined responsible, an Offeror must:

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

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

L.7 PROCUREMENT METHOD

This procurement is considered a noncomplex requirement and will be procured through a simplified purchase method (AMS Procurement Guidance T3.2.2.5, Commercial and/or Simplified Purchase Method).

L.8 PROPOSAL INSTRUCTIONS

- (a) Proposals must be provided as attachments to the email in Microsoft Word 2016, Microsoft Excel 2016, or PDF format.
 - a. Page size must be 8.5 x 11 inches.
 - b. Times New Roman or Arial, with a font no smaller than 12 point.
 - c. All pages must have the offeror name.
 - d. All pages must have the solicitation number.
 - e. All pages must be numbered.
- (b) Attachment J002, Combined Section L and M, provides additional instructions and evaluation information.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROVISIONS INCORPORATED BY REFERENCE

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

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

(End of Clause)

The following contract clauses and provisions pertinent to this section are hereby incorporated by reference:

3.2.2.3-34 Evaluating Offers for Multiple Awards (JUL 2004)
3.2.4-29 Evaluation Exclusive of Options (APR 1996)
3.2.4-30 Evaluation of Options Exercised at Time of Contract Award (APR 1996)
3.2.4-31 Evaluation of Options (APR 1996)

M.2 GENERAL INFORMATION

M.2.1 Award Without Communications

In accordance with the AMS, FAA reserves the right to award a contract based on initial offers received without communications or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and price.

M.2.2 Rejection of Nonresponsive Proposals

FAA reserves the right to reject proposals that are nonresponsive to solicitation requirements or unrealistic in terms of promised outcomes.

- A proposal consisting of general statements that the Offeror understands the requirements of the work to be performed or a proposal that merely rephrases or restates the requirements is nonresponsive to solicitation requirements.
- A proposal that contains a large number of exceptions to the solicitation or a proposal that contains one or more significant exceptions to the solicitation is nonresponsive to solicitation requirements. An exception is significant if it materially alters the terms under which the Offeror would perform or requires FAA to give up rights to which it would otherwise be entitled.

M.2.3 Right Not To Award

The FAA reserves the right to make no award in response to the solicitation if FAA determines that this action is in its best interest.

M.2.4 Initial Screening

Upon receipt, the FAA will examine proposals to ensure that they are complete and comply with all terms of the solicitation. Proposals that are incomplete (e.g. missing volumes, appendices, or required charts) or do not comply with the terms of the solicitation (e.g. exceed applicable page limits or include price information in the technical volume) may not be evaluated.

M.3 EVALUATION OF SIMPLIFIED COMMERCIAL PRODUCT

- a) The Government anticipates up to seven (7) contract awards resulting from this solicitation to responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.
- b) Proposals will be evaluated based on technical, past performance, and price as shown in Attachment J002. Technical is more important than past performance but when combined, are more important than price. Award(s) will be made to offerors whose proposal represents the best value to the FAA.

A Best Value approach will be used as the basis for selecting an offeror for award. Best Value describes the solution that is the most advantageous to the FAA based on all evaluation factors and their order of importance as defined. This approach provides the opportunity for a trade-off of the evaluation results for non-price factors (Technical and Past Performance) and the Cost/Price evaluation results in accordance with Section M evaluation criteria. The offeror submitting the highest rated under the Technical Factor or

the offeror with the lowest total evaluated price may not be determined to have submitted the Best Value offer.

- c) The FAA's acceptance of an offer results in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- d) The FAA will evaluate proposals as established in this solicitation.

Unofficial