

<b>REQUEST FOR QUOTATIONS</b> (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 25 PAGES	
1. REQUEST NO. 6973GH-21-Q-00176		2. DATE ISSUED 09/15/2021	3. REQUISITION/PURCHASE REQUEST NO. AC-21-04970		
4a. ISSUED BY AAQ-732 TRAINING & AVIATION ACQ FAA AERONAUTICAL CENTER PO BOX 25082 BLDG 014-AHQ, ROOM 233A OKLAHOMA CITY OK 73125			5. DELIVERY BY (Date) 120 Days After Award		
4b. FOR INFORMATION CALL: (No collect calls)			6. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)		
			8. DESTINATION a. NAME OF CONSIGNEE A6973K9F		
NAME Jennifer Lucas		TELEPHONE NUMBER AREA CODE 405 NUMBER 954-0003		b. STREET ADDRESS 6973K9 FAA AERO CENTER AMA-260 CONTRACTS PROG ADM BR, ANF1 RM204A 6500 S MACARTHUR BLVD F OKLAHOMA CITY OK 731696901	
7. TO:					
a. NAME		b. COMPANY			
c. STREET ADDRESS			c. CITY  OKLAHOMA CITY		
d. CITY		e. STATE	f. ZIP CODE	d. STATE OK e. ZIP CODE 731696901	
9. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 4a ON OR BEFORE CLOSE OF BUSINESS (Date) 09/30/2021 1700 CT		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 4a. This request does not commit the Contract Authority to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			
10. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
00001	<p>Period of Performance: 11/01/2021 to 10/31/2022</p> <p>The program office anticipates the award of a new purchase order for this this requirement.</p> <p>All training dates must be coordinated with the COR and mutually agreed to by both the FAA and vendor.</p> <p>Please ensure to include the Purchase order number on any invoices submitted for this training.</p> <p>H-60 Pilot training IAW with the attached SOW. Training dates to be coordinated and mutually agreed to. TBD</p> <p>Continued ...</p>				
11. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
					NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached					
12. NAME AND ADDRESS OF QUOTER		13. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		14. DATE OF QUOTATION	
a. NAME OF QUOTER					
b. STREET ADDRESS		16. SIGNER			
c. COUNTY		a. NAME (Type or print)		b. TELEPHONE	
				AREA CODE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
6973GH-21-Q-00176

PAGE 2 OF 25

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00002	Qty: 4 pilots  SEE ATTACHMENT A, "H-60 FLIGHT TRAINING PROPOSED PRICING" TO LIST YOUR PRICES. Electronic & IT: 03  Delivery: 120 Days After Award  Travel IAW with FAA travel regulations and applicable AMS Clause(s). Cost reimbursable Electronic & IT: 03  Delivery: 120 Days After Award Period of Performance: 11/01/2021 to 10/30/2022				

## Section -- - Terms and Conditions

### 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2019)

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

(End of clause)

### 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JUL 2018)

### 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2020)

### 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (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/OFFERS (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)

### 3.2.2.3-20 OFFERS (JAN 2018)

### 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)

### 3.2.2.3-82 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (JUL 2012)

### 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)

### 3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JAN 2018)

### 3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)

### 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)

### 3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of a Firm Fixed Price contract resulting from this Screening Information Request.

(End of provision)

### 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)(l) 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)

3.2.4-34 OPTION TO EXTEND SERVICES (OCT 2019)

3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 2021)

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)

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2019)



### 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)

#### 3.3.1-1 PAYMENTS (JUL 2018)

#### 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (JUL 2018)

#### 3.3.1-8 EXTRAS (JUL 2018)

#### 3.3.1-15 ASSIGNMENT OF CLAIMS (JUL 2018)

#### 3.3.1-17 PROMPT PAYMENT (JAN 2021)

#### 3.3.1-20 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (OCT 2012)

#### 3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOV 1997)

#### 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) Tradestyle, doing business, or other name by which your entity is commonly recognized.

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

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

(v) Company Telephone Number.

- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(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)

### 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT (JUL 2018)

### 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)

### 3.3.1-40 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2021)

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

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

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

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

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

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

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

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

(1) Invoice number and invoice date.

(2) Period of performance covered by invoice.

(3) Contract number and title.

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

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

(6) Total (\$) of billing.

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

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

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

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

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

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

(3) DELPHI registration instructions. New users should navigate to <http://einvoice.esc.gov> to establish an account. Users are required to log in every 45 days to keep it active.

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

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

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

### 3.3.1-41 ELECTRONIC INVOICING - REPRESENTATION (JAN 2021)

(a) The FAA intends to use electronic invoicing as per AMS clause 3.3.1-40 "Electronic Submission of Payment Requests" for this contract when it is awarded. Offerors must indicate whether they are currently using this form of electronic invoicing on other contract(s), or can easily adapt to it upon award of the contract. [ ] Yes [ ] No

(b) If an offeror indicates "No" the offeror must explain in this space why a waiver of this requirement should be approved in the event they were awarded the contract.

[ ]

(c) Waiver requests will be handled per (f) of clause 3.3.1-40.

### 3.3.2-2 REIMBURSEMENT FOR TRAVEL AND SUBSISTENCE (APR 2010)

### 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)

### 3.6.1-17 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE (JAN 2021)

The North American Industry Classification System (NAICS) code for this procurement is:  
611512.

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

For NAICS codes based on SBA's calculation of annual receipts, the annual average receipts cannot exceed \$40M.

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

(End of provision)

### 3.6.2-2 CONVICT LABOR (APR 1996)

### 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)

### 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (MAY 1997)

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

(End of provision)

### 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (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)

### 3.6.2-9 EQUAL OPPORTUNITY (JUL 2020)

### 3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (JUL 2020)

### 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2020)

### 3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (JAN 2020)

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

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).'

(c) The VETS-4212 Report must be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-4212. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

### 3.6.2-39 TRAFFICKING IN PERSONS (APR 2019)

### 3.6.2-44 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JAN 2019)

3.6.3-13 AFFIRMATIVE PROCUREMENT OF RECYCLED CONTENT AND PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JAN 2020)

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)

3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2010)

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 (JAN 2021)

(a) Definitions. As used in this provision-

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

(b) Prohibitions.

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

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

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

(2) Section 889(a) (1) (B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government. Nothing in this prohibition will be construed to-

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

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

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

(d) Representations.

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

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



(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision

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

(1) For covered equipment

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

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

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

(2) For covered services-

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

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

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

(3) For covered equipment

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

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

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

(4) For covered services-

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

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

(End of Provision)

### 3.6.4-23 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JAN 2021)

### 3.6.4-24 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (JAN 2021) - ALTERNATE I (APR 2021)

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

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

(c) Representations. In accordance with your FAR 52.204-26 representations in SAM, and by accepting this order, the vendor represents the following:

(1) It does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

NOTE: If the vendor disagrees with the representation in (c)(1), the vendor must complete the (d)(1) representation in AMS 3.6.4-22. If the vendor disagrees with the representation in (c)(2), the vendor must complete the (d)(2) representation in AMS 3.6.4-22.

FAA cannot complete an order with your firm if you do not accept the above Section 889 representations that you DO NOT provide or use covered telecommunications equipment or services as part of the products or services you are offering.

(end of clause)

3.9.1-1 CONTRACT DISPUTES (JAN 2020)

3.9.1-2 PROTEST AFTER AWARD (AUG 1997)

3.9.1-3 PROTEST (JAN 2020)

3.10.1-7 BANKRUPTCY (APR 1996)

3.10.1-9 STOP-WORK ORDER (OCT 1996)

3.10.1-12 CHANGES - FIXED-PRICE (APR 1996) - ALTERNATE III (APR 1996)

3.10.1-13 CHANGES - COST-REIMBURSEMENT (APR 1996) - ALTERNATE I (APR 1996)

3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCT 2007)

3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT (APR 1996)

3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCT 1996)

3.10.6-3 TERMINATION (COST-REIMBURSEMENT) (OCT 2014) - ALTERNATE II (OCT 2014)

3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (JAN 2020)

3.10.6-7 EXCUSABLE DELAYS (OCT 1996)

### 3.13-4 CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (AUG 2012)

### 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)

### 3.13-16 RECORDS MANAGEMENT (JAN 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](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](mailto: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.

AC0116 OPTION TO EXTEND SERVICES (JUN 2015)



## AC1908 INSPECTION AND ACCEPTANCE AT DESTINATION (JUN 2015)

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled '3.10.4-4 Inspection of Services, Both Fixed Price and Cost Reimbursement (Apr 1996)'

## AC4532 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (JUN 2015)

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

## AC4533 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

## AC4555 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

## AC4557 STRIKES OR PICKETING

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

## L INSTRUCTIONS TO OFFERORS

### L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR SUBMISSIONS

(a) The Contracting Officer (CO) is the only point of contact for this acquisition. **Address any questions or concerns that you may have to the CO.** Only written requests via email at [jennifer.lucas@faa.gov](mailto:jennifer.lucas@faa.gov) will be accepted. All questions and Government responses will be provided to each identified interested party.

- (b) This Screening Information Request/Request for Quote (SIR/RFQ) is to be negotiated for award of a contract using Lowest Priced Technically Acceptable (LPTA) acquisition procedures.
- (c) It is the intent of the Government to award a Firm Fixed Price (FFP) Contract priced by CLIN for each student.
- (d) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal without discussions.

## L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

- (a) Offers must be received by the date/time on Page 1, electronically as allowable under AMS Clause 3.2.2.3-20 to the Contracting Officer at Jennifer.Lucas@faa.gov. Please include the solicitation number '6973GH- 21-Q-00176' and company name in the subject line of the email.
- (b) Screening Information Request (SIR) - The SIR will provide information to the FAA for preparing the contract document and supporting file. Offeror must complete relevant blocks on Page 1; Section B (Supplies or Services and Prices/Costs) or price proposal spreadsheet if one is included; relevant fill-in clauses contained in the SIR/RFQ. Completion of these documents indicates that the offeror has read and agrees to the entirety of the terms and conditions contained in the SIR/RFQ.
- (c) At a minimum, the offeror's proposal shall include the following information:
  - (1) Signed Offer
  - (2) Completed Pricing Schedule for the Base Period and All Options (Section B)
  - (3) Relevant fill-in clauses
  - (4) Completed Representations and Certifications
  - (5) Authorized Individuals – The offeror shall provide the name, title, telephone number, fax number, and email address for the individual designated as the central point of contact for this proposal.
  - (6) Assumptions – The offeror shall describe any assumptions used to develop the proposed prices.
  - (7) Cost and Pricing Data – The offeror shall provide cost information in sufficient detail to determine price reasonableness. Offeror shall provide a thorough explanation of the pricing methodology used for all proposed prices. The CO may require upon request 'other than certified cost and pricing' deemed necessary to adequately evaluate the reasonableness of the price. Examples of 'other than certified cost and pricing' include: competitive published lists, published market prices, similar quote and/or copies of actual vendor quotations received.
  - (8) Technical Proposal - This section shall contain requirements as outlined in the attached Statement of Work (SOW) and identified within this document in accordance with all applicable Clauses and Provisions and no pricing information.

## L.3 PREPARATION OF TECHNICAL PROPOSALS

- (a) Offeror must submit technical proposals (one (1) electronic copy) in addition to price proposals. The technical proposal must be specific and in sufficient detail to determine if the offeror meets the requirements of the Government and to determine that the offer has a thorough understanding of the requirement. The technical proposal shall not contain any pricing information.
- (b) Offeror is advised to submit proposals, which are clear and comprehensive without additional explanation or information. Additional information may be requested. The Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.
- (c) Statements that the offeror understands, can, or will comply with all statements in the SOW and statements paraphrasing the SOW requirements or parts thereof, are considered insufficient. Phrases such as 'standard procedures will be employed,' or 'well-known techniques will be used' will be considered insufficient.
- (d) **The technical proposal must provide the following documentation to ensure the proposed training meets the requirements as outlined in the SOW.** In order to ensure compliance, the offeror must provide the following information and/or documentation. Further information can be found in the 'Evaluation Factors for Award' section of this document.
  - Approved course Syllabus or FAA-approved training program in sufficient detail to determine SOW compliance;
  - Ownership documentation, third party training agreement or a lease agreement for the aircraft and/or flight simulation training devices to be used for the course;
  - Documentation outlining the training program hours that represent at least the number of hours identified in the SOW; and
  - The proposed number of days required to complete all training and testing for the course proposed.

## L.4 PREPARATION OF PRICE PROPOSAL

(a) Offeror must submit price proposals (1 electronic copy). The price proposal must include best price, which include discounts for most favored customers. The Government reserves the right to award based on initial offers received, without discussion or negotiation.

(b) The price proposal must provide information to address the following evaluation category:

*Price.* Provide proposed pricing in the spreadsheet entitled 'H-60 FLIGHT TRAINING PROPOSED PRICING.' Offeror may be asked to submit with their offer, in support of the price, man-hours, material costs and any other recurring or non-recurring costs that significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.)

## M EVALUATION FACTORS FOR AWARD

### M.1 CONTRACT AWARD CRITERIA

Award will be made if the offeror is deemed responsible in accordance with AMS 3.2.2.2, the proposal is responsive to the solicitation, the contractor is found to be technically acceptable, and the pricing is determined to be fair and reasonable. The solicitation requirements include all stated terms, conditions, representations, certifications, and all other Information required by Section L of this solicitation.

### M.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

Award will be made to the lowest price, technically qualified offeror based on the following evaluation criteria:

#### **FACTOR 1: THE CONTRACTOR MUST PROVIDE EVIDENCE OF A TRAINING PROGRAM THAT SUPPORTS THE REQUIREMENTS OF THE STATEMENT OF WORK.**

ACCEPTABLE: The standard is met when the offeror provides a course syllabus or FAA approved training program in sufficient detail to determine compliance with the SOW.

#### **FACTOR 2: PROOF OF OWNERSHIP OR AVAILABILITY OF THE AIRCRAFT AND THE FLIGHT SIMULATION TRAINING DEVICE(S) TO BE USED IN TRAINING FOR THIS COURSE**

ACCEPTABLE: The standard is met when the offeror provides ownership documentation, third party training agreement or a lease agreement for the aircraft and/or flight simulation training devices to be used for this course.

#### **FACTOR 3: PROVIDE PROPOSED GROUND AND FLIGHT TRAINING HOURS, SPECIFICALLY ADDRESSING THE STATEMENT OF WORK SECTION 2.1 FOR THE COURSE PROPOSED.**

ACCEPTABLE: The Standard is met when the offer provides documentation outlining the training program hours that represent at least the number of hours identified in the SOW.

#### **FACTOR 4: PROVIDE PROPOSED NUMBER OF TRAINING DAYS EXPECTED TO COMPLETE ALL TRAINING AND TESTING.**

ACCEPTABLE: The Standard is met when the offeror provides number of training days to complete all training and testing for the course proposed.

### M.3 PROPOSAL EVALUATION AND NEGOTIATION PROCEDURES

(a) Cost/Price Proposal Evaluation – The Government will confirm the accuracy of the offeror's price calculations and assess the reasonableness of the costs and the total evaluated price for performing all services. The total evaluated price will consist of the total of the Base Year and all option years.

(b) Negotiation/Discussions – After evaluating the Cost/Price proposal, the Government may (or may not) conduct written or oral discussions with the offeror. It is possible that discussions will not take place and award of the Contract will be made without discussions. The offeror should therefore submit their best pricing in the initial proposal.

(c) Past Performance - The Government will utilize the System for Award Management (SAM) to make a final determination regarding past performance, experience and responsibility. Offerors that are not registered in SAM.gov will be determined ineligible for award. If applicable, current contract performance will be reviewed to ensure there are no performance or delivery issues and that the contract demonstrates satisfactory performance.



#### M.4 SOLICITATION REQUIREMENTS, TERMS AND CONDITIONS

Offeror is required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements. Failure to comply with the terms and conditions of the solicitation may result in the offeror being ineligible for award. Offeror must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. The Government reserves the right to award no contract at all, depending on the quality of the proposals, prices submitted and the availability of funds.