



**SCREENING INFORMATION REQUEST (SIR)  
DTFAWA-09-R-00041**

**ELECTRONIC FEDERAL AVIATION ADMINISTRATION  
ACCELERATED AND SIMPLIFIED TASKS  
MASTER ORDERING AGREEMENT**

**(eFAST MOA)**

**AUGUST 2009**

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## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 GENERAL

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

The MOA, which will function as a Blanket Purchase Agreement (BPA), provides for a broad range of comprehensive professional and support services. Construction is not within the scope of this MOA. Contracts issued under the MOA will have the terms and conditions stipulated in the MOA.

**(1) MASTER ORDERING AGREEMENT:** This Master Ordering Agreement (MOA), with fixed labor rates, is set-aside and limited to small businesses and Socially and Economically Disadvantaged Businesses (SEDB) concerns: 8(a), Minority Owned Businesses (MOB), Woman Owned Businesses (WOB), Veteran Owned Businesses (VOB), Service Disabled Veteran Owned Small Businesses (SDVOSB), and Indian Tribes and Alaska Native Corporations (ANC).

eFAST is a small business set aside program for MOA holders (prime contractors).

**(2) MOA CEILING AMOUNT:** The combined total ceiling amount for all MOAs under eFAST is \$2 billion for a 7 year period (base and options).

**(3) NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODES:** For purposes of determining the MOA holder's eligibility as a small business, refer to the following Small Business Administration (SBA) website:

[http://www.sba.gov/contractingopportunities/officials/size/SUMM\\_SIZE\\_STANDARDS\\_INDUSTRY.html](http://www.sba.gov/contractingopportunities/officials/size/SUMM_SIZE_STANDARDS_INDUSTRY.html)

The FAA will comply with the SBA’s business size standards.

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

Other NAICS codes (within the overall scope of this MOA) not specified in this MOA will also be considered for individual contracts.

### B.2 SUPPLIES/SERVICES AND PRICES/COSTS

**(1) FULLY BURDENED LABOR RATES:** The labor rates (Attachment J-4) are fully burdened ceiling rates. A “fully burdened ceiling rate” is defined as the direct hourly labor rate that include wages, overhead, general and administrative expenses, profit, fringe benefits, and direct tax/labor/payroll burden. These rates, which will represent the maximum labor rates that

the Government will consider and/or accept during the life of the MOA, will be used on all fixed price and T&M/LH contracts issued under this MOA, no other labor rates will be recognized unless lower rates are offered.

Only one (1) labor rate for each labor category, for each Functional Area (FA), may be proposed whether the Contractor or its subcontractor(s) performs work under this MOA. Further, the Contractor may not charge any fee for subcontracting work. Separate labor rates for each labor category may be specified for work performed at Government site (onsite) and at Contractor site (offsite). The "Contractor site" rates will be fully burdened and include all costs associated with necessary computer equipment, computer usage, telephones, reproduction services, information systems and any other costs associated with running a successful company.

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

**(2) OTHER DIRECT COSTS (ODC) and ADMINISTRATIVE HANDLING RATE (AHR):** This MOA is for professional and support services, and purchases other than labor services will be considered to be within scope if it is ancillary to the overall contract. These supplies/services will be considered other direct costs (ODCs), and will have a standard fixed Administrative Handling Rate (AHR) by which the Contractor may recoup the administrative and handling costs associated with the provisioning of said supplies/services. The AHR will consist of a single percentage that the Contractor will invoice the Government for its handling of ODCs.

The handling fee may be negotiated at the contract level, but will not exceed the percentage specified in the MOA. The Government will not consider changing the AHR during the life of the MOA except should the Contractor propose to lower the rates.

### **(3) TRAVEL**

All required travel will be specified in individual contracts issued. The cost of transportation, lodging, subsistence and incidental expenses (per diem) incurred by the Contractor personnel when requested to travel in the performance of a contract will comply with the limitations as set forth in Federal Travel Regulations (FTR) for civilian agency work; Joint Travel Regulations (JTR) for military agency work; or Joint Federal Travel Regulations (JFTR) for both civilian and military agency work when applicable.

#### **(a) PRIOR APPROVAL OF TRAVEL**

Before undertaking any travel in performance of contracts, the Contractor will have travel approved by, and coordinated with, the TOR. The Contractor will notify the TOR, at a minimum, the number of persons in the party, traveler name(s), destination(s), duration of stay, purpose, and estimated cost.

#### **(b) TRAVEL REIMBURSEMENT METHODOLOGY**

The individual contract will include guidance as to whether travel expenses are to be fixed-price or if they will be reimbursed in a specified not to exceed amount at Government rates (FTR, JTR or JFTR). The number of trips, destinations, length of stay,

and cost required for completion of travel will be capped by the travel regulations specified in individual contracts (the latest rates at the time of travel apply) when the travel is not set as a fixed-price.

AHR will be applied to travel.

#### **(4) LABOR CATEGORIES**

General labor category descriptions, qualifications and allowable substitutions are specified in Attachment J-3. Labor categories are designated as primary and secondary for each FA. Primary labor categories perform work activities that are within the scope of the FA. Secondary labor categories perform related work that supports, augments or is otherwise related to the primary work undertaken. New labor categories may be added at the contract level. If and when labor categories are created in this manner, the resulting labor categories will be added to one or more FAs, and designated as primary and secondary for each FA as appropriate. The new labor categories will be refinements of the general labor categories defined in this SIR. The general ceiling price for a labor category in a functional area defines the maximum for any new labor category created as a refinement of the general labor category. Contractors will be required to propose ceiling prices for new labor categories in the functional areas for which they are qualified, on an ad hoc basis.

**Subject Matter Expert and Introduction of New Service** are unpriced labor categories and cost build-up data will be required when utilized.

## SECTION C – STATEMENT OF WORK

### C.1 BACKGROUND AND OBJECTIVE

In order to support its operations for 2010 and beyond, the FAA will require a broad range of comprehensive professional and support services. This professional and support services acquisition vehicle allows long term procurements for an expanded array of professional and support services to better serve the requirements of the FAA, and on a limited basis and when in the best interest of the Government, all other federal government agencies, nationwide, in an expedited efficient and effective manner. The MOA will be FAA's preferred small business contracting vehicle for services. This is the first generation of the eFAST program.

### C.2 SCOPE

The scope of work delineated below (Ref: AMS T3.8.2 Service Contracting) is representative, but not all-inclusive, of the type of services anticipated to be provided under this MOA. The FAA may issue contracts to any of the Contractors selected for tasks encompassing any or all of the services detailed in this Statement of Work (SOW). Specific services will be identified, and ordered at the contract level.

(1) Technical, engineering, and scientific expertise, advice, analysis, studies, or reports in areas such as: information technology design, programming, networking, installation, operation, data management, and customer support; definition and design of systems, equipment, software and facilities; system engineering; requirements management and specification development; modeling and simulation; risk analysis and management; cost estimating; human factors engineering; information security; testing and operational evaluation; logistics support analysis; technical writing; and expertise and analysis on the effectiveness, efficiency, or economy of technical operations of equipment, systems, services, or procedures.

(2) Professional, management, and administrative expertise, advice, analysis, studies, or reports in areas such as: program management, execution, and control; procurement management; employee training and development; payroll and finance administration; budget formulation and execution; cost and benefit analysis; economic and regulatory analysis; environmental analysis; energy management analysis; management and organizational evaluation; staffing, workload and workflow analysis; conferences, seminars, and meetings; public events and writing; and expertise and analysis on the effectiveness, efficiency, or economy of management and general administrative operations and procedures.

Incidental services (e.g. administrative support) in these areas are necessary to provide ancillary support to these projects.

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

evaluations; and management and professional and support services (including consultants, experts and advisors).

(4) Major systems support:

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

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

(b) All programs for the acquisition of major systems even though:

(1) The system is one-of-a-kind.

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

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

(6) Any services identified in the NAICS codes described below, or any services identified in NAICS codes which are determined to be appropriate for performing services in areas 1-4 above.

(7) Introduction of new and/or innovative types of services.

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

### C.3 FUNCTIONAL AREAS (FA):

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

FA Code	Functional Area	NAICS
ATS	Air Transportation Support	238210, 488111, 488119, 488190, 541310, 541380, 541620, 541690, 541990, 561210, 562910
BAM	Business Administration & Management	541211, 541214, 541219, 541611, 541612, 541613, 541614, 541618, 561110, 561499, 561611
R&D	Research & Development	541712, 541720
ES	Engineering Services	541330
CSD	Computer/Information Systems Development	541430, 541511, 541512
CSS	Computer Systems Support	518210, 519190, 541513, 541519
D&T	Documentation & Training	561410, 611420, 611430, 611512, 611710
M&R	Maintenance & Repair	811212, 811213, 811219

NAICS Code	NAICS Title
238210	Electrical Contractors and Other Wiring Installation Contractors
488111	Air Traffic Control Services
488119	Other Airport Operations
488190	Other Support Activities for Air Transportation
518210	Data Processing, Hosting and Related Services
519190	All Other Information Services
541211	Offices of Certified Public Accountants
541214	Payroll Services
541219	Other Accounting Services
541310	Architectural Services
541330	Engineering Services
541380	Testing Laboratories
541430	Graphic Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
541611	Administrative Management and General Management Consulting Services
541612	Human Resources Consulting Services
541613	Marketing Consulting Services
541614	Process, Physical Distribution, and Logistics Consulting Services
541618	Other Management Consulting Services
541620	Environmental Consulting Services
541690	Other Scientific and Technical Consulting Services
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)
541720	Research and Development in the Social Sciences and Humanities

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

Notes:

NAICS Code 541330: Special \$27m size standard for Military and Aerospace Equipment and Military Weapons

NAICS Code 541712, Except Aircraft under the U.S. Industry Title: 1500 size standards in number of employees

For some NAICS Codes, AMS Clause 3.6.1-7 may not apply. Specifications will be at the contract level.

<b>FA Code</b>	<b>Functions/Activities/Business Areas</b>
ATS	Air transportation support including Architectural, Electrical and Wiring, Environmental Remediation, Environmental, Facilities Support, Biological, Chemical, Energy, Hydrology, Physics, Radio, Safety, Security, Weather Forecasting, Services Meteorological
BAM	Business administration and management including Accounting/Budgeting/Finance, Acquisition/Procurement, Administrative Management, General Management, Human Resources, Equal Employment Opportunity, Advertising, Marketing, Public Relations, Event Planning, Process Analysis, Application Content Management, Office Management, Training, Developing Training Materials, Graphic Artist Services
R&D	Research and development in the Physical and Life Sciences, including Astronomy, Biology, Chemistry, Computers, Computer Science, Ecology, Environmental, Geology, Hydrology, Mathematics, Meteorology, Oceanography, Physics, Statistics, Theoretical/Modeling, Operations Research
ES	Engineering services including Systems Engineering, System Analysis, Specialty Engineering, System Security, Hardware Engineering, Software Engineering, Configuration Management, Quality Assurance, Test, Acoustical, Aeronautics, Aerospace, Astrophysics, Chemical, Civil, Combustion, Communications, Construction, Electrical, Environmental, Erosion Control, Geological, Geophysical, Heating, Human Factors, Hydraulics, Industrial, Logistics, Manufacturing, Marine, Mechanical, Nuclear, Operations Research, Developing Training Materials, Air Traffic Operations Analysis/Design/Development, Air Traffic Safety System Analysis/Design/Development, Air Traffic Management Analysis/Design/Development, Air Traffic Operations Training, Air Traffic Safety System Training, Air Traffic Management Training, Training
CSD	Computer system development including Information Analysis/Business Intelligence, Database Analysis/ Design/Development, Computer Program Analysis/Design/Development, Computer System Analysis/Design/Development, Web Site Analysis/Design/Development, Graphic Design, Computer System Server Analysis/Design/Test, Developing Training Materials, Training, Information Assurance Analysis/Test, Enterprise Architecture, Information Technology Systems Architecture, Network Analysis/Design/Test, Computer System Quality Assurance, Software Engineering, Graphic Design

CSS	Computer system support including Database Administration, Computer Program Maintenance, Computer Maintenance, Server Maintenance/Operations, Network Maintenance/Operations, Web Site Maintenance, Help Desk, Telecommunication Services, Information Assurance Analysis/Test, Computer System Quality Assurance, Software Engineering
D&T	Documentation and training support including Analyze/Prepare/Edit Technical Documentation, Analyze/Prepare/Edit Business Documentation, Analyze/Prepare/Edit/Deliver Training, Analyze/Prepare/Edit/Deliver Computer Based Training
M&R	Equipment maintenance and repair including General Equipment Repair, Specialized Equipment Repair

## **SECTION D - PACKAGING AND MARKING**

### **D.1 GENERAL**

The requirements of this Section D apply when there are deliveries/deliverables included in a contract. All products delivered under contracts of this MOA will be packaged in accordance with best commercial practices. The ordering agency may include additional packaging and marking requirements, other than those enumerated in this section, on individual contracts. In the event of conflict between an order and this MOA, the MOA will control.

### **D.2 PACKING, MARKING AND STORAGE OF EQUIPMENT**

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

### **D.3 EQUIPMENT REMOVAL**

Unless otherwise specifically addressed in a contract issued hereunder, the Contractor will be solely responsible for removing (at its expense, not on a reimbursable basis) within ninety (90) days after expiration or earlier termination of the applicable contract, all of its personal property (e.g., equipment, supplies, etc) which it has placed at government premises during the course of performance for the applicable contract.

## **SECTION E – INSPECTION AND ACCEPTANCE**

All quality requirements applicable to this effort are specified at Section I. The Government reserves the right to specify additional quality requirements in individual contracts issued hereunder.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE**

The periods of performance of the MOA are set as follows:

Base period:                   Date of award - September 30, 2014  
Option period/year #1: October 1, 2014 - September 30, 2015  
Option period/year #2: October 1, 2015 - September 30, 2016

Base Year 1 (BY1) = Program Year 1 (PY1)  
Base Year 2 (BY2) = Program Year 2 (PY2)  
Base Year 3 (BY3) = Program Year 3 (PY3)  
Base Year 4 (BY4) = Program Year 4 (PY4)  
Base Year 5 (BY5) = Program Year 5 (PY5)  
Option Year 1 (OY1) = Program Year 6 (PY6)  
Option Year 2 (OY2) = Program Year 7 (PY7)

Regardless of the time a MOA holder receives a MOA award, the base period will be the first five years of its MOA or the remaining period of performance of the MOA which will not exceed September 30, 2016.

Specific periods of performance, which will be specified in individual contracts, shall not exceed the period of performance of the MOA.

### **F.2 PLACES OF PERFORMANCE**

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

### **F.3 DELIVERY AND PERFORMANCE**

All work performed under contracts of the MOA will be at the highest quality applicable and delivered according to a provided statement of objectives (SOO) or statement of work (SOW). The Contractor will deliver and perform according to the requirements of the contract, and may be denied further work for substandard performance. Additional deliveries or performance requirements in contracts, other than those enumerated in this section, such as (1) optional clauses, (2) agency clauses, or (3) order specific clauses, may be included in individual contracts. In the event of conflict between a contract and this MOA, the MOA will control.

Some contracts may have work containing a combination of fixed-price (FP), cost reimbursable (CR), time-and-materials (T&M), and labor-hour (LH) terms. The Contracting Officer (CO) is responsible for identifying the applicable contract type(s), which will be stated in the contract.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 GOVERNMENT CONTACTS FOR CONTRACT ADMINISTRATION**

The Office of Primary Responsibility for this MOA is AJA-48.

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

### **G.2 AUTHORITY**

#### **G.2.1 FAA PROCURING CONTRACTING OFFICER**

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

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

#### **G.2.2 ORDERING CONTRACTING OFFICER (OCO)**

The PCO will delegate duties described in Section G.2.1(4) to contracting officers, within FAA and other federal government agencies and assure orderly performance of contracts. The Contractor will direct all written inquiries, pertaining to specific contracts through the OCO. The PCO is available if the OCO is not available. Additionally, any contracting officer in the eFAST program office will be available to act on the behalf of the OCO's if the OCO is not available. The OCO may also be the Administrative Contracting Officer (ACO).

### **G.3 TECHNICAL REPRESENTATIVES**

#### **G.3.1 Contracting Officer's Technical Representative (COTR)**

The MOA will have a dedicated Contracting Officer's Technical Representative (COTR) who will perform as the technical manager. The PCO may name such individual in a letter of delegation which will indicate the individual, title, and stipulate the rights, responsibilities, and limitations of his/her appointment. In any event, no such named individual has the authority to issue any direction under the MOA either technical or otherwise, which constitutes a change to the terms, conditions, price, or delivery schedule of the MOA. Only the PCO is authorized to alter the MOA in any manner.

- (1) The COTR is authorized to give technical direction and review and recommend approval of:
- (a) Technical matters not involving a change in the scope, price, terms or conditions of the MOA;
  - (b) Progress Reports;
  - (c) Inspection and acceptance of supplies/services; and
  - (d) Invoices.

- (2) The COTR is not authorized to issue technical instructions that:
- (a) Institute additional work outside the scope of the MOA;
  - (b) Constitutes a change to the MOA or contracts;
  - (c) Cause an increase or decrease in the estimated costs of contracts;
  - (d) Alters the period of performance; or
  - (e) Changes any of the other express terms or conditions of the MOA.

(3) If provided verbally, technical direction will be issued or confirmed in writing by the CO.

### **G.3.2 Technical Officer's Representative (TOR)**

The Contracting Officer will, upon contract award or thereafter, appoint a Technical Officer's Representative (TOR) in writing for a contract or series of contracts. The TOR is analogous to the Government's project manager, project officer, task manager, etc. The delegation letter will indicate the individual, title, and stipulate the rights, responsibilities, and limitations of his/her appointment.

In any event, no such named individual has the authority to issue any direction under the MOA either technical or otherwise, which constitutes a change to the terms, conditions, price, or delivery schedule of the MOA. The TOR works through the COTR who has overall technical administration responsibility. The TOR will also actively participate in annual contract evaluations.

- (1) The TOR is authorized to review and recommend approval of:
- (a) Technical matters not involving a change in the scope, price, terms or conditions of the MOA or the individual contract;
  - (b) Progress Reports;
  - (c) Inspection and acceptance of supplies/services; and
  - (d) Invoices.

- (2) The TOR is not authorized to issue technical instructions that:
- (a) Institute additional work outside the scope of the MOA or contract;
  - (b) Constitute a change to the MOA or contracts;
  - (c) Cause an increase or decrease in the estimated cost of the contract;
  - (d) Alter the period of performance; and
  - (e) Change any of the other express terms or conditions of the MOA.

### **G.4 INTERPRETATION OR MODIFICATION**

No verbal statement or written statement by anyone other than the PCO, or his/her authorized representative acting within the scope of his/her authority, will be interpreted as modifying or otherwise affecting the terms of the MOA. All requests for interpretation or modification will be made in writing to the PCO.

### **G.5 APPLICABLE STANDARDS AND GUIDELINES**

All work completed under contracts of the MOA will comply with, as a minimum, the latest versions of all applicable FAA and Department of Transportation (DOT) orders, Office of Management and Budget circulars, standards from the American National Standards Institute,

and National Institute of Standards and Technology, including Federal Information Processing Standards publications. Specific contracts will reference applicable versions of standards or exceptions as necessary.

## **G.6 PAYMENT ADDRESS**

DOT/FAA  
Accounts Payable, AMZ-110  
POB 25710  
Oklahoma City, OK 73125

## **G.7 HOURS OF WORK**

For informational purposes, the FAA observes a five (5) day work week. The normal FAA hours of operation are 7:00 A.M. to 5:00 P.M. The Contractor will observe and schedule work hours of personnel as required in contracts or as otherwise identified in the SOW or in writing by the Contracting Officer.

## **G.8 HOLIDAY AND GOVERNMENT AUTHORIZED LEAVE**

(1) For informational purposes, the Government observes holidays below:

(a) Federal holidays listed on the Office of Personnel Management (OPM) website:

[http://www.opm.gov/Operating\\_Status\\_Schedules/fedhol/](http://www.opm.gov/Operating_Status_Schedules/fedhol/)

- (b) Any other day designated by Federal statute.
- (c) Any other day designated by Executive Order.
- (d) Any other day designated by Presidential proclamation.

The Government will not pay for any holiday unless actual work on such holidays has been authorized in writing by the contract or the Contracting Officer. When so approved, the work must actually be performed on the holiday, and no overtime/premium pay is applicable.

(2) When the Federal Government grants excused absence to its employees, Contractor personnel may also be dismissed at the discretion of the Contracting Officer. However, the Contractor will not be reimbursed for the hours of excused absence. The Government will reimburse the Contractor only for the actual hours worked by its employees.

## **G.9 TELEWORK**

Telework is not allowed unless specifically authorized by the Contracting Officer in an individual contract.

## **G.10 REPORTING REQUIREMENTS AND PROBLEMS**

### **G.10.1 Contract Administration Reporting**

The Contractor will submit monthly contract administration information to the Contracting Officer concerning the status of its active contracts (Attachment J-8) and a final summary report at the end of the contract performance, one form for each contract.

### **G.10.2 Program Reviews**

The MOA holder will participate with the Government in program reviews, if conducted, at a time and location of the Government's choice. The FAA will provide advance notice of such meetings. Program reviews will be used to help monitor, and improve where necessary, contract performance. Associated costs with the attendance at these reviews will be at no direct cost to the Government.

### **G.10.3 Immediate Issue/Problem Reporting**

The Contractor will bring actual or potential problems to the attention of the Contracting Officer/COTR/TOR as soon as they are known. Oral reports of issues and/or problems will be followed by written narrative reports within five (5) business days.

### **G.11 WORK AT RISK**

The Contractor will not violate the Anti-deficiency Act by working at risk. The Contractor will immediately notify the Contracting Officer and the TOR of any issue which causes or could be expected to cause a working at risk situation. Unauthorized work performance will not be reimbursed by the Government.

### **G.12 CURRENT AND PAST PERFORMANCE INFORMATION**

The Government may collect performance evaluations for individual contracts. The requiring office/TOR will assess the Contractor's performance in areas such as quality, timeliness, cost control and business relations. Such ratings may have bearing on the Contractor's likelihood to receive future orders.

The Contracting Officer/TOR may complete a performance record for a contract after completion of work, and at least annually for contracts having a performance period in excess of one year. The Contractor should be cognizant of this requirement and exercise its right to contribute to the final performance record. Organizations of caliber will not only plan for good performance, but also be aware of its current performance as perceived by the Government, and take steps (i.e., requesting interim evaluations, holding meetings with the Government, performing required corrective action, etc.) to ensure performance is satisfactory throughout the life of each contract so that there will be no surprises at the completion of work.

The Contractor is invited to document its performance under each contract and submit it to the Contracting Officer. This standing invitation constitutes the Government's effort to afford an opportunity for Contractors to address adverse ratings before they are utilized in future selection processes.

### **G.13 CONTRACT CLOSE OUT**

The Contractor agrees to work in partnership with the Contracting Officer to close out contracts as soon as possible after they are physically completed. Since this is primarily a services contract, it is anticipated the costs under non-labor CLINS are to be an insignificant amount to the extent that will allow for the provisional rates established to be used as the basis to negotiate final costs on non-fixed-price contracts issued under the MOA. However, the Contracting Officer for the individual contract has the authority to require an audit of final indirect cost rates, as provided in AMS 3.3.1-5, when determined necessary to protect the Government's interest.

(1) Upon the completion of a contract, the Contractor will communicate with the TOR to determine that all work was completed and accepted.

(2) The Contractor will request property disposition for a contract involving Government Furnished Property and/or Contractor acquired property on behalf of the Government. The request will be made in writing and submitted to the TOR. The request will include an inventory (description, quantity, location, value, condition) of property of disposition. The TOR will respond and provide written disposition instructions to the Contractor.

(3) The Contractor will submit the following information and documents for each separate contract:

(a) Contractor's assignment of refund rebates and credits.

(b) Contractor's release.

(c) Report of inventions and subcontracts, materials and software.

(d) A list of all Government Furnished Equipment (GFE) and the intended time and place for return.

(e) Final Invoice must be identified as "Final Invoice".

(4) The Contracting Officer will issue a modification to de-obligate any remaining funds and close out the contract.

#### **G.14 PROTESTS AND DISPUTES**

As a condition of award, the MOA holder agrees that no protest, dispute or any other legal action is authorized in connection with the issuance, or proposed issuance, of a contract under the MOA.

#### **G.15 POINTS OF CONTACT**

The MOA holder will designate a primary and an alternate point of contact (POC) who will interact with the Government concerning the MOA and resulting contracts.

#### **G.16 STANDARD DOCUMENT FORMATS**

The FAA may require the Contractor to submit documents using the standard formats or online forms provided by the FAA.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 CONTRACT TYPE

This is a Multiple Award/Master Ordering Agreement (MA/MOA) with Fixed Price, Cost Reimbursement, Time and Materials, and Labor Hours contracts.

### H.2 FUNCTIONAL AREAS (FA)

The MOA holder is pre-qualified to participate in the eFAST program. Only one (1) MOA may be awarded to a company. There is no limit number of MOA holders in each FA.

Attachment J-6 is included in the MOA to indicate the FA(s) identified in the SOW (Section C) for which the MOA holder qualifies for contract awards.

The MOA holder is not required to support all FAs. Further, to qualify for a FA, the MOA holder only needs to qualify for any one NAICS code under that FA. The MOA holder may only submit proposals for requirements in FA(s) they qualify for whether as an individual MOA holder or as a MOA holder team including Contractor Team Arrangements (CTA) and Subcontractor Teaming Agreements (STA). The MOA holder proposing team members to form a STA for a MOA award must qualify for the NAICS code(s) or FA(s) independent from its team members.

### H.3 CONTRACTOR TEAMING

An offeror may participate in the eFAST program by forming teams as follows:

- MOA holder with Subcontractor Team Agreements (STAs); or,
- Contractor Team Arrangements (CTAs)

(1) Offerors may create team arrangements for MOA awards. These will be labeled as “MOA Holder with Subcontractor Team Agreements (STA)”. The following will apply:

- (a) Lead offeror (Prime Contractor) must be a small business.
- (b) The Prime Contractor will manage its subcontractor teams. The Contractor will be solely responsible for quality and timeliness of all work performed by the subcontractor, and the subcontractor's performance is attributable to the team. AMS Clause 3.6.1-7 will be applied to individual contracts with STA participation. The FAA will review each contract periodically to ensure compliance.
- (c) As part of the MOA proposal, the offeror proposing a STA must provide:
  1. A completed Business Declaration Form (Attachment J-2) as a prerequisite for subcontractor(s) inclusion in contract performance. The proposed subcontractor(s) must have registered the NAICS code(s) specified in the requirements in their CCR profile to qualify;
  2. A current D&B past performance Open Ratings report (within one [1] year from the date of report issuance); and,
  3. A completed Attachment J-6.
- (d) The Contractor may **add or remove** STA team member(s), subject to approval of the Contracting Officer, by submitting all specified documents in paragraph (c) above.

- (e) The Contractor will flow down contract clauses applicable to its STA team member(s).

A large business, whether on a STA or not, that accumulates a total subcontract value exceeding \$10 million under the eFAST program, will be required to participate in the FAA's Mentor Protégé Program (Ref. AMS Clause 3.6.1-9).

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

- (a) CTAs are teaming agreements exclusive for MOA holders and can only be formed after MOA(s) award.
- (b) MOA holders with STAs will not be eligible to participate on CTAs (unless all STA members are small businesses).
- (c) In order for a CTA to be recognized by the eFAST program, MOA holders must comply with AMS Clause 3.2.2.7-8. In addition, the CTA must clearly identify all participants in the agreement, roles, responsibilities, and point of contact information.
- (d) AMS clause 3.6.1-7, Limitations on Subcontracting, will not be applied to CTAs. However, subcontracting outside the CTA will not be allowed.
- (e) CTAs can be established for individual or multiple contract opportunities. There is no limit to the number of CTAs an individual MOA holder can be a part of.
- (f) When CTAs are used, the Government will maintain "privity of contract" with both the CTA Team Lead and Team Member(s). In addition, the CTA Team Lead will be the Government's single point of contact, and representative, for the entire team in the matters of contract administration and other applicable activities.

#### **H.4 OPEN SEASONS/ON RAMP**

The FAA intends to consider an open-season/on-ramp at the option periods or any time during the life of the program if it is deemed to be in the best interest of the Government. The SIRs and any resulting MOAs under this authority will closely parallel the originals, and will not exceed its remaining duration. Companies whose original proposals were not accepted or MOAs were not renewed during the previous option period will be allowed to submit proposals during open seasons. Open seasons may occur annually.

Additionally, any MOA holder, who is interested in qualifying for other FAs as specified in Section C of this MOA, will be allowed to submit proposals during open seasons or sooner. Any individual MOA holder, who is interested in becoming a MOA holder team, will be allowed to submit proposals during open seasons or sooner.

The FAA will have continuously open seasons for certain FAs to solicit new MOA holders to support those areas.

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

(1) Any time during the life of the MOA, in the event of a merger or an acquisition of the MOA holder's company that would result in the MOA holder's small business size status to change, the MOA holder/Contractor working on active contract(s) may be required to submit a transition plan for each contract subject to the approval of the Contracting Officer to transition work to another MOA holder of the Government's choice.

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

(a) The MOA has a participation requirement for the option period. The MOA holder/Contractor must have been awarded cumulatively at least \$100,000 in total contract value during the previous contract period(s) to be eligible for an option period. Alternatively the MOA holder/Contractor must have submitted responsive proposals at least 5 times during the base year or previous option year to be eligible for the option period.

(b) The MOA holder will be required to re-certify its business size status every year after its 5<sup>th</sup> year in the program. If a previously awarded small business concern re-represents itself as other than a small business at that time, an option may not be exercised. Simultaneously, if the Contractor working on active contract(s) with option periods, then the Contractor may be required to submit a transition plan for each contract, subject to the approval of the Contracting Officer, to transition work to another MOA holder of the Government's choice or to propose performing work as a subcontractor under another MOA holder of the Government's choice. AMS Clause 3.6.1-7 Limitations on Subcontracting will not be applicable in this situation. Previously proposed labor rates will not be changed, unless the Contractor offers lower rates.

(c) The Contractor must receive successful past performance evaluation as a condition for the exercise of the option period. Among the past performance information that the Government reviews, the Contractor may be required to submit a current Open Ratings Report.

(3) The MOA holder is required to inform the Contracting Officer of any pending merger or acquisition and the eventual merger or acquisition of the MOA holder's company.

(4) A MOA holder with an active 8(a) certification at time of the MOA award will retain the 8(a) status for the base period of performance.

(5) It is expected that some MOA holders will graduate out of the 8(a) status after the base period of performance. A MOA holder may remain in the eFAST program as a small business (but out of the 8(a) category) as long as they meet the SBA small business size standards for the NAICS code(s) they qualify under the program.

## **H.6 CONTRACTS AND THEIR PROCESSING**

### **H.6.1. Contract Overview**

Pursuant to AMS 3.8.2.4, performance-based contracting techniques will be applied to contracts issued under this MOA to the maximum extent practicable.

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

The MOA holder may only propose for work under its specific qualified FA. To participate in another area, it may wish to team with a MOA holder with a broader scope or propose to broaden its scope in accordance with H.4, Open Season/On Ramp.

MOA holder's labor rates, by virtue of the competitive award process, will have already been determined to be fair and reasonable. However, the Contracting Officer reserves the right to request cost build-up data for proposed labor rates. The MOA holder's cost build-up data is subject to spot audit by the agency.

### **H.6.2. Procurement Action Determination**

(1) In accordance with AMS Policy 3.6.1.3.4: Set-Asides to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals (8(a) Certified), each acquisition of services having an anticipated dollar value exceeding \$10,000, but not over \$100,000, is automatically reserved exclusively for SEDB (8(a)) vendors, unless the contracting officer, with review of the cognizant Small and Small Disadvantaged Utilization Specialist, determines there is not a reasonable expectation of obtaining offers from responsible SEDB (8(a)) concerns that are competitive in terms of market prices, quality and delivery. These procurements may be either competitive or noncompetitive.

In addition, other individual procurements outside the above specified range may be set-aside for competitive award among SEDBs that are 8(a) certified when appropriate.

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

(3) In accordance with AMS Policy, 3.6.1.3.6: Set-Asides to Service-Disabled Veteran Owned Small Businesses, where appropriate, procurements may be awarded noncompetitively or set-aside competitively for award among SDVOSBs.

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

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

- (a) Issue a directed award to an 8(a) small business up to the noncompetitive threshold; or
- (b) Issue a directed award to a SDVOSB with no dollar limit; or
- (c) Issue a directed award to an ANC (8(a)) small business with no dollar limit; or
- (d) Set aside for only 8(a) small businesses with no dollar limit; or
- (e) Set aside for only SDVOSBs with no dollar limit; or
- (f) Set aside for paragraphs (d) and (e) above with no dollar limit; or
- (g) Open competition to all MOA holders.

### **H.6.3. Contractor Requirements and Activities**

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

The Contractor will ensure that all work performed in accordance with the applicable contract, its SOW/SOO and delivery schedule, including ensuring that contract cost and labor hour estimates are not exceeded during work performance. Reporting requirements, schedules and deliverables will be specified in individual contracts.

### **H.6.4. Contract Process**

(1) Notification of New Contract Requirements – New contract requirements, which may be offered to one or more MOA holders for response, include a SOW/SOO describing the work to be performed, the schedule of performance, authorized travel, any government-furnished data, required deliverables, and any special considerations. Special requirements not mentioned in this MOA will be specified in individual contracts, if required. This notice issued by the Contracting Officer is a contract request for offer/request for proposal/request for quote (RFO/RFP/RFQ). A NAICS code(s) will be identified for each contract requirement.

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

(3) Contract Awards – The Contracting Officer will evaluate proposals in accordance with the RFO/RFP/RFQ and make an award decision. Work will be initiated only by the issuance of fully executed contracts by the Contracting Officer to the Contractor designating (1) the tasks to be

performed; (2) the schedule of performance; (3) authorized travel and ODCs; (4) any government furnished property; and (4) not to exceed funding ceiling amount for cost reimbursement contracts. The Contractor will not be reimbursed for ODCs and travel unless the contract specifically authorizes such expenditures.

(4) ODCs – The Contractor will provide evidence or documentation for purchases below.

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

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

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

#### **H.6.5. Prior Concurrence With All Assigned Personnel**

Prior to any person being assigned work on a contract, the Contractor must submit the proposed person's certified resume (in rich text format), signed by the individual, for the proposed labor category to the CO/COTR, who will review and concur or non-concur in the qualifications, experience, and technical suitability of the individual to perform work under a contract.

At a minimum, resumes will contain the following:

- i. Contract role/responsibility and position
- ii. Education (in reverse chronological order with attendance dates, degree(s)/certification(s) received, major field(s) of study)
- iii. Relevant experience (in reverse chronological order with employer and title of position, starting and ending dates (month/year) and a concise descriptions of experience related to the requirements of their proposed position); and
- iv. Certification that the information contained in the resume is correct and accurate (including signature of the individual and date signed)
- v. The rate proposed
- vi. The start date proposed.

#### **H.7 INVOICE SUBMISSION**

Invoices will be submitted electronically to Oklahoma City, the Contracting Officer and the TOR. Backup documentation for ODCs will be submitted with invoices.

#### **H.8 CHANGES IN SKILL MIX**

It is understood that the mix of labor categories under the contracts, as well as the distribution of the effort among these categories, may vary from the initial mix and distribution of effort that was estimated by the Government or proposed by the Contractor. Upon agreement between the Contractor and the FAA, the contract(s) may be modified to reflect the agreed adjustments, within the original scope of the contract(s).

## **H.9 OPTION TO EXTEND THE TERM OF THE MOA**

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

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

## **H.10 OVERTIME**

Overtime is defined as time worked by a Contractor's employee in excess of the employee's normal work week. Overtime premiums will not be paid. Written approval for overtime must be obtained in advance from the Contracting Officer via the TOR.

## **H.11 KEY PERSONNEL**

Key personnel may be assigned to individual contracts. Any replacement of the key personnel positions on the contract must be approved in advance by the Contracting Officer before assignment.

## **H.12 EMPLOYMENT RETENTION PLAN**

(1) The Government has an interest in retaining experienced/qualified support services personnel familiar with the work environment subject of this MOA.

(2) The Contractor will develop an Employment Retention Plan which describes efforts to obtain and retain experienced staff, such as interviews and offers of employment. In addition, the Contractor will identify how they intend to retain qualified staff and control employee turnover, including replacements. The Contractor will maintain and adhere to the retention plan throughout the life of the MOA. The FAA may review the plan any time during the life of the MOA.

## **H.13 NATIONAL EMERGENCY**

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

## **H.14 PROMOTIONAL INFORMATION**

The MOA holder will maintain promotional materials concerning the MOA and its team's capabilities. The Contractor will keep current and available in both hard copy and electronic formats the one page brochure required. To protect the Government's interest in assuring accuracy and consistency in the promotion of the MOA, all promotional information, presentations, representations and/or publicity concerning the MOA by the MOA holder must be reviewed and approved by the COTR prior to distribution, presentation or publication. The submission will include a letter identifying the use, audience and/or distribution intended for the promotional information/materials.

## **H.15 CONTRACTOR SUPPORT**

The Government intends to utilize a Contractor to provide contract/acquisition support for this MOA and resultant contracts. Contractor personnel will not be performing inherently governmental functions (e.g., negotiating on behalf of the Government, signing contractual documents, acting as COTR, etc.).

Contractor employees will be required to sign Non-Disclosure of Information Agreements certifying that they will not disclose any procurement sensitive or proprietary business information obtained in the course of their duties and will use such information only for official purposes in the performance of contract support.

## **H.16 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES**

(1) As part of this effort, the Contractor may be working and attending meetings at government facilities and field facilities. Therefore, to the extent specified per and pursuant to the procedures specified per FAA AMS clause 3.14-2, Contractor Personnel Suitability Requirements, the Contractor may be granted ingress and egress to the facilities at all times during normal working hours to obtain information necessary for performance of the contracts.

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

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

## **H.17 CONFIDENTIALITY OF DATA AND INFORMATION**

The Contractor and any of its subcontractors in performance of contracts under this MOA, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of contracts, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contacting Officer, unless the Government has made the data and information available to the public; and

(2) Use for any purpose other than the performance of contracts under the MOA that data which bears a restrictive marking or legend.

(a) In the event that the work to be performed under contracts of the MOA requires access to proprietary data of other companies, the Contractor will obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements will be furnished promptly to the Contracting Officer for information only. These agreements will prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, will be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(b) Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor will obtain from each employee, engaged in any effort connected with this MOA, an agreement, in writing, which will in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under contracts.

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

Contractor personnel may be required to sign Non-Disclosure of Information Agreements (Attachment J-7).

#### **H.18 STANDARDS OF CONDUCT FOR CONTRACT PERSONNEL**

The Contractor will provide personnel who are physically and emotionally competent to perform the work required by the MOA. All persons assigned to perform work under the MOA will at all times be under the control of the Contractor. The Contractor will be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and will be responsible for taking such disciplinary actions as necessary.

In addition to meeting legal and corporate requirements relating to standards of conduct matters, all personnel working on the MOA must adhere to the FAA Accountability Board standards and procedures relating to employee harassment and/or allegations of such behavior. These standards may pertain to the following areas: (or any additional areas as defined by the FAA Accountability Board): sexual harassment, sexual orientation, race, gender, national origin, and disability.

Upon learning that any person performing work under the MOA has been charged by a law enforcement authority for any offense other than a minor traffic offense, the Contractor will

immediately advise the appropriate regional security office or the Contracting Officer. A traffic offense will be considered minor when the fine imposed is \$500.00 or less.

## **H.19 SAFETY AND ACCIDENT PREVENTION**

In performing any work under this MOA on premises which are under the direct control of the Government, the Contractor will (a) conform to all safety rules and requirements as in effect on the date of the MOA; and (b) take such additional precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and government personnel performing or in any way coming in contact with the performance of the contract on such premises. Any violation of such rules and requirements, unless promptly corrected as directed by the Contracting Officer, will be grounds for termination of this MOA.

## **H.20 SECURITY OF FEDERAL AUTOMATED INFORMATION SYSTEMS**

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

Contractor personnel are required to complete annual Information System Security LOB Awareness Training and any other security training required by the DOT/FAA. Documentation of completed training will be submitted to the Contracting Officer via email.

## **H.21 SECURITY PROVISIONS**

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

## **H.22 FACILITIES, SUPPLIES AND SERVICES**

### **H.22.1 GOVERNMENT-FURNISHED PROPERTY AND ITEMS**

Government-furnished property and items (GFI/P) will be identified in individual contracts, as appropriate. ALL GFI/P is furnished "as is".

### **H.22.2 TRANSPORTATION OF GFI/P**

The Contractor will be responsible for transporting all GFI/P after pickup at the F.O.B. point in the specifications, where risk of loss transfers to the Contractor.

### **H.22.3 VALIDATION OF GFI/P**

The following procedures apply to the validation of GFI/P:

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

#### **H.22.4 HANDLING OF GOVERNMENT-FURNISHED ITEMS**

The Contractor will protect from unauthorized disclosure any materials or information made available by the Government, or that the Contractor has access to by virtue of the provisions of the MOA, that the Government has not designated for public disclosure.

The material and information made available to the Contractor by the Government are the exclusive property of the Government. Any information or materials developed by the Contractor in performance of contract(s) are also the exclusive property of the Government. Upon completion or termination of the contract(s), the Contractor will turn over to the Government all materials (copies included) that were furnished to the Contractor by the Government and all materials that were developed by the Contractor in the performance of contracts. A requirement to this effect will be included in subcontracts at any tier. The Contracting Officer may direct alternate disposition of GFI.

#### **H.23 APPROVED ACCOUNTING AND TIME-KEEPING SYSTEMS**

For cost reimbursable contracts issued under the MOA, Contractor must have an adequate accounting system for determining costs applicable to the contract. By submitting a proposal, the contractor self certifies ownership of such system. A cost reimbursable contract will not be awarded until the FAA verifies the Contractor has a certified accounting system.

For time-and-materials and labor hour contracts issued under the MOA, Contractor must have an adequate time keeping system for recording hours applicable to the contract. By submitting a proposal, the contractor self certifies ownership of such system. The FAA reserves the right to verify the adequacy of the Contractor system.

#### **H.24 USE OF ELECTRONIC COMMERCE**

This MOA will be implemented using electronic commerce to the fullest extent practicable. As time and technology allow, advances in electronic commerce are expected to be implemented by the Government. The Contractor agrees to actively cooperate with the Government in its use and upgrade of electronic commerce technologies. The Government will provide adequate notice and restraint in moving to new/additional technologies so as to afford the Contractor the opportunity to stay abreast of the changes.

All costs for electronic commerce upgrades on the Contractor's part to maintain compatibility with the Government will be at the Contractor's expense and will not be charged to the Government as a direct charge of any type.

## **H.25 REIMBURSABLE AGREEMENTS, OUTSIDE OF THE DEPARTMENT OF TRANSPORTATION**

This MOA allows contracts to be issued to government agencies outside the DOT/FAA. This will be done on a limited basis and in the best interest of the Government. Where a contract is to be issued to another federal agency, two procedures are possible:

- (1) The PCO may delegate procurement authority to that agency through a Delegation Contracting of Authority (DCOA) Letter. In this case, the customer organization assumes contract management and invoice payment responsibility and issues subsequent contracts. Under this option, the customer organization pays the FAA a 1% contract access fee.
- (2) The PCO may retain procurement authority. In turn, the FAA will provide full procurement services and issue a contract on behalf of the customer agency. Under this option, the customer organization pays the FAA a 3% administrative fee (this fee includes the contract access fee and the reimbursement to the FAA for provided value added procurement services).

The customer organization must submit a justification document to obtain contracting support outside their agency to the FAA before they may be authorized to issue contracts. The customer organization will conduct their procurement process in accordance with their agency's acquisition policies, guidelines and procedures.

The Reimbursable Agreement is the mechanism by which the FAA can retrieve funds from an agency outside the DOT/FAA.

## **PART II - CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

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

- 3.1.7-1 Exclusion from Future Agency Contracts (August 1997)
- 3.1.7-2 Organizational Conflict of Interest (August 1997)
- 3.1.7-4 Organizational Conflict of Interest (February 2009)
- 3.1.7-5 Disclosure of Conflict of Interest (February 2009)
- 3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)
- 3.1.8-1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (September 2000)
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)
- 3.2.1.5-4 Continuity of Services - Mission Critical Contracts (January 2008)
- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-3 Affiliated Offerors (July 2004)
- 3.2.2.3-8 Audit and Records (February 2009)
- 3.2.2.3-9 Notice of Possible Standardization (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offers (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)
- 3.2.2.3-27 Subcontractor Cost or Pricing Data (July 2004)
- 3.2.2.3-29 Integrity of Unit Prices (July 2004)
- 3.2.2.3-30 Termination of Defined Benefit Pension Plans (July 2004)
- 3.2.2.3-31 Facilities Capital Cost of Money (July 2004)
- 3.2.2.3-33 Order of Precedence (July 2004)
- 3.2.2.3-34 Evaluating Offers for Multiple Awards (July 2004)
- 3.2.2.3-36 Reversing or Adjusting Plans for Postretirement Benefits Other Than Pensions (PRB) (July 2004)
- 3.2.2.3-37 Notification of Ownership Changes (July 2004)
- 3.2.2.3-38 Requirements for Cost or Pricing Data or Other Information (July 2004)
- 3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information --Modifications (July 2004)

3.2.2.3-40 Precontract Costs (July 2004)

3.2.2.3-50 Alternate I Property Protection (July 2004)

3.2.2.3-67 Special Precautions for Work at Operating Airports (July 2004)

3.2.2.3-68 Alternate I Safety and Health (July 2004)

3.2.2.3-72 Announcing Competing Offerors (July 2004)

3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)

3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)

3.2.2.7-8 Disclosure of Team Arrangements (April 2008)

3.2.4-5 Allowable Cost and Payment (April 2001)

3.2.4-5 Alternate I Allowable Cost and Payment (April 2001)

3.2.4-6 Fixed Fee (April 2003)

3.2.4-8 Incentive Fee (April 1996)

3.2.4-9 Cost Contract--No Fee (April 1996)

3.2.4-10 Cost-Sharing Contract--No Fee (April 1996)

3.2.4-11 Allowable Cost and Payment-Facilities (October 1996)

3.2.4-11 Alternate I Allowable Cost and Payment-Facilities (October 1996)

3.2.4-12 Allowable Cost and Payment-Facilities Use (April 1996)

3.2.4-13 Predetermined Indirect Cost Rates (April 1996)

3.2.4-14 Incentive Price Revision--Firm Target (April 1996)

3.2.4-14 Alternate I Incentive Price Revision--Firm Target (April 1996)

3.2.4-15 Incentive Price Revision--Successive Targets (October 1996)

3.2.4-15 Alternate I Incentive Price Revision--Successive Targets (October 1996)

3.2.4-25 Single or Multiple Awards (April 1996)

3.2.4-26 Multiple Awards for Advisory and Assistance Services (April 1996)

3.2.4-27 Limitation of Price and Contractor Obligations (April 1996)

3.2.4-28 Cancellation of Items (April 1996)

3.2.4-28 Alternate I Cancellation of Items (April 1996)

3.2.4-30 Evaluation of Options Exercised at Time of Contract Award (April 1996)

3.2.4-31 Evaluation of Options (April 1996)

3.2.4-34 Option to Extend Services (April 1996)

3.2.4-36 Award Fee (January 2004)

3.2.5-1 Officials Not to Benefit (April 1996)

3.2.5-2 Independent Price Determination (October 1996)

3.2.5-3 Gratuities or Gifts (January 1999)

3.2.5-4 Contingent Fees (October 1996)

3.2.5-5 Anti-Kickback Procedures (October 1996)

3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)

3.2.5-6 Alternate I Restrictions on Subcontractor Sales to the FAA (April 1996)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)

3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)

3.2.5-13 Contractor Code of Business Ethics and Conduct (July 2008)

3.2.5-14 Display of Hotline Poster(s) (April 2008)

3.3.1-1 Payments (April 1996)

3.3.1-5 Payments under Time and Material Contracts (April 2001)

- 3.3.1-5 Alternate I Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)
- 3.3.1-5 Alternate II Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)
- 3.3.1-5 Alternate III Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)
- 3.3.1-6 Discounts for Prompt Payment (April 1996)
- 3.3.1-7 Limitation on Withholding of Payments (April 1996)
- 3.3.1-8 Extras (April 1996)
- 3.3.1-9 Interest (January 2008)
- 3.3.1-10 Availability of Funds (April 1996)
- 3.3.1-11 Availability of Funds for the Next Fiscal Year (1996)
- 3.3.1-12 Limitation of Cost (April 1996)
- 3.3.1-12 Limitation of Cost (Facilities) (April 1996)
- 3.3.1-14 Limitation of Funds (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (January 2008)
- 3.3.1-21 Financing Payment Terms for Purchases of Commercial Items (August 1997)
- 3.3.1-22 Installment Payments (April 1996)
- 3.3.1-23 Invitation to Propose Payment Terms (April 1996)
- 3.3.1-29 Notice of Availability of Progress Payments Exclusively For Small Business Concerns (November 1997)
- 3.3.1-30 Progress Payments Not Included (November 1997)
- 3.3.1-32 Performance Based Payments (November 2000)
- 3.3.1-33 Central Contractor Registration (January 2008)
- 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (February 2009)
- 3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)
- 3.3.2-1 FAA Cost Principles (October 1996)
- 3.4.1-10 Insurance--Work on a Government Installation (July 1996)
- 3.4.1-11 Insurance - Liability to Third Persons (July 1996)
- 3.4.1-12 Insurance (July 1996)
- 3.4.1-13 Errors and Omissions (July 1996)
- 3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
- 3.4.2-7 Federal, State, and Local Taxes--Fixed-Price, Noncompetitive Contract (April 1996)
- 3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)
- 3.5-1 Authorization and Consent (January 2009)
- 3.5-1 Alternate I Authorization and Consent Alternate I (January 2009)
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
- 3.5-3 Patent Indemnity (January 2009)
- 3.5-3 Alternate I Patent Indemnity (January 2009)
- 3.5-3 Alternate II Patent Indemnity (January 2009)
- 3.5-3 Alternate III Patent Indemnity (January 2009)
- 3.5-6 Royalty Information (January 2009)
- 3.5-6 Alternate I Royalty Information (January 2009)
- 3.5-7 Patents--Notice of Government Licensee (January 2009)
- 3.5-8 Refund of Royalties (January 2009)

3.5-9 Filing of Patent Applications--Classified Subject Matter (January 2009)  
3.5-10 Patent Rights--Ownership by the Contractor (January 2009)  
3.5-10 Alternate III Patent Rights--Ownership by the Contractor (January 2009)  
3.5-10 Alternate IV Patent Rights--Ownership by the Contractor (January 2009)  
3.5-10 Alternate V Patent Rights--Ownership by the Contractor (January 2009)  
3.5-13 Rights in Data-General (January 2009)  
3.5-13 Alternate I Rights in Data--General (January 2009)  
3.5-13 Alternate II Rights in Data--General (January 2009)  
3.5-13 Alternate III Rights in Data--General (January 2009)  
3.5-13 Alternate IV Rights in Data--General (January 2009)  
3.5-13 Alternate V Rights in Data--General (January 2009)  
3.5-14 Representation of Limited Rights Data and Restricted Computer Software (January 2009)  
3.5-15 Additional Data Requirements (January 2009)  
3.5-16 Rights in Data--Special Works (January 2009)  
3.5-17 Rights in Data--Existing Works (January 2009)  
3.5-18 Commercial Computer Software License (January 2009)  
3.5-20 Technical Data Declaration, Revision, and Withholding of Payment--Major Systems (January 2009)  
3.5-21 Rights In Data - SBIR Program (January 2009)  
3.5-22 Major System -- Minimum Rights (January 2009)  
3.5-23 Rights to Proposal Data (Technical) (January 2009)  
3.6.1-1 Notice of Total Small Business Set-Aside (July 1996)  
3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (January 2009)  
3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)  
3.6.1-7 Limitations on Subcontracting (July 2008)  
3.6.1-9 Mentor Protégé Program (October 2006)  
3.6.1-10 Evaluation of Contractor Participation in the FAA Mentor Protégé Program (January 1999)  
3.6.1-11 Mentor Requirements and Evaluation (October 2006)  
3.6.1-12 Notice of Service Disabled Veteran Owned Small Business Set-Aside (April 2007)  
3.6.2-2 Convict Labor (April 1996)  
3.6.2-5 Certification of Nonsegregated Facilities (February 2009)  
3.6.2-7 Preaward On-Site Equal Opportunity Compliance Review (November 1997)  
3.6.2-9 Equal Opportunity (August 1998)  
3.6.2-10 Equal Opportunity Preaward Clearance of Subcontracts (November 1997)  
3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)  
3.6.2-13 Affirmative Action for Handicapped Workers (April 2000)  
3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)  
3.6.2-15 Evaluation of Compensation for Professional Employees (April 1996)  
3.6.2-16 Notice to the Government of Labor Disputes (April 1996)  
3.6.2-17 Payment for Overtime Premiums (April 1996)  
3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)  
3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

3.6.2-30 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (April 1996)

3.6.2-31 Fair Labor Standards Act and Service Contract Act-Price Adjustment (April 1996)

3.6.2-33 Exemption from Application of Service Contract Act Provisions (for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment-Contractor Certification) (April 1996)

3.6.2-35 Prevention of Sexual Harassment (August 1998)

3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)

3.6.2-39 Trafficking in Persons (January 2008)

3.6.2-40 Nondisplacement of Qualified Workers (April 2009)

3.6.3-3 Hazardous Material Identification and Material Safety Data (April 2009)

3.6.3-4 Recovered Material Content Certification (April 2009)

3.6.3-7 Waste Reduction Program (July 2008)

3.6.3-16 Drug Free Workplace (February 2009)

3.6.4-10 Restrictions on Certain Foreign Purchases (April 1996)

3.7-1 Privacy Act Notification (October 1996)

3.7-2 Privacy Act (October 1996)

3.8.2-9 Site Visit (April 1996)

3.8.2-10 Protection of Government buildings, Equipment, and Vegetation (April 1996)

3.8.2-11 Continuity of Services – Expiring Contracts (October 2008)

3.8.2-19 Prohibition on Advertising (October 1996)

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

3.8.4-5 Government Supply Sources (April 1996)

3.9.1-1 Contract Disputes (November 2002)

3.10.1-1 Notice of Intent to Disallow Costs (April 1996)

3.10.1-3 Penalties for Unallowable Costs (October 1996)

3.10.1-7 Bankruptcy (April 1996)

3.10.1-9 Stop-Work Order (October 1996)

3.10.1-9 Alternate I Stop-Work Order (October 1996)

3.10.1-10 Stop-Work Order--Facilities (June 1999)

3.10.1-11 Government Delay of Work (April 1996)

3.10.1-12 I Changes--Fixed-Price (April 1996)

3.10.1-12 Alternate I Changes--Fixed-Price (April 1996)

3.10.1-12 Alternate II Changes--Fixed-Price (April 1996)

3.10.1-12 Alternate III Changes--Fixed-Price (April 1996)

3.10.1-12 Alternate IV Changes--Fixed-Price (April 1996)

3.10.1-12 Alternate V Changes--Fixed-Price (April 1996)

3.10.1-13 Changes—Cost Reimbursement (April 1996)

3.10.1-13 Alternate I Changes—Cost Reimbursement (April 1996)

3.10.1-13 Alternate II Changes—Cost Reimbursement (April 1996)

3.10.1-13 Alternate IV Changes--Cost-Reimbursement (April 1996)

3.10.1-13 Alternate V Changes--Cost-Reimbursement (April 1996)

3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)

3.10.1-17 Change Order Accounting (April 1996)

3.10.1-18 Notification of Changes (April 1996)

3.10.1-22 Contracting Officer's Technical Representative (January 2008)  
3.10.1-24 Notice of Delay (February 2009)  
3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)  
3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)  
3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (October 1996)  
3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)  
3.10.2-6 Subcontracts for Commercial Items and Commercial Components (April 1996)  
3.10.3-1 Definitions (April 2004)  
3.10.3-2 Government Property - Basic Clause (April 2004)  
3.10.3-2 Alternate I Government Property - Basic Clause (April 2004)  
3.10.3-2 Alternate II Government Property - Basic Clause (April 2004)  
3.10.4-1 Contractor Inspection Requirements (April 1996)  
3.10.4-4 Inspection of Services--Both fixed price & Cost Reimbursement (April 1996)  
3.10.4-5 Inspection- Time and Material and Labor Hour (April 1996)  
3.10.4-6 Inspection of Research and Development--Fixed-Price (April 1996)  
3.10.4-7 Inspection of Research and Development--Cost-Reimbursement (November 1997)  
3.10.4-7 Alternate I Inspection of Research and Development--Cost-Reimbursement (November 1997)  
3.10.4-8 Inspection of Research and Development (Short Form) (April 1996)  
3.10.4-9 Inspection of Facilities (April 1996)  
3.10.4-13 Higher-Level Contract Quality Requirement (April 2009)  
3.10.4-15 Certificate of Conformance (April 1996)  
3.10.4-20 Software Measures Proposal requirements (February 2009)  
3.10.4-21 Requirements for Software Measures (August 1997)  
3.10.4-25 Alternate Quality System Plan (April 2009)  
3.10.4-26 Technical Data Quality Requirement for NAS Procurements (December 2003)  
3.10.5-1 Product Improvement/Technology Enhancement (April 1996)  
3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)  
3.10.6-3 Termination (Cost-Reimbursement) (October 1996)  
3.10.6-3 Alternate II Termination (Cost-Reimbursement) (January 1998)  
3.10.6-3 Alternate IV Termination (Cost-Reimbursement) (October 1996)  
3.10.6-3 Alternate V Termination (Cost-Reimbursement) (October 1996)  
3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)  
3.10.6-5 Default (Fixed-Price Research and Development) (October 1996)  
3.10.6-7 Excusable Delays (October 1996)  
3.11-3 Capability to Perform a Contract for the Relocation of a Federal Office (April 1999)  
3.11-3 Alternate I Capability to Perform a Contract for the Relocation of a Federal Office (April 1999)  
3.11-6 Financial Statement (April 1999)  
3.11-7 Freight Excluded (April 1999)  
3.11-8 Estimated Weights or Quantities Not Guaranteed (April 1999)  
3.11-9 Agreed Weight- General Freight (April 1999)  
3.11-10 Net Weight - General Freight (April 1999)  
3.11-11 Net Weight --Household Goods or Office Furniture (April 1999)  
3.11-12 Supervision, Labor or Materials (April 1999)  
3.11-13 Accessorial Services--Moving Contracts (April 1999)

- 3.11-14 Contractor Responsibility for Receipt of Shipment (April 1999)
- 3.11-15 Contractor Responsibility for Loading and Unloading (April 1999)
- 3.11-16 Contractor Responsibility for Returning Undelivered Freight (April 1999)
- 3.11-17 Charges (April 1999)
- 3.11-18 Multiple Shipments (April 1999)
- 3.11-19 Stopping in Transit for Partial Unloading (April 1999)
- 3.11-21 Contractor Liability for Personal Injury and/or Property Damage (April 1999)
- 3.11-22 Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods (April 1999)
- 3.11-23 Contractor Liability for Loss of and/or Damage to Household Goods (April 1999)
- 3.11-26 Government Direction and Marketing (April 1999)
- 3.11-27 Contract Not Affected by Oral Agreement (April 1999)
- 3.11-28 Contractor's Invoices (April 1999)
- 3.11-34 F.O.B. Destination (April 1999)
- 3.11-48 F.O.B. Destination- Evidence of Shipment (April 1999)
- 3.11-50 No Evaluation of Transportation Costs (April 1999)
- 3.11-52 Freight Classification Description (April 1999)
- 3.11-53 F.O.B. Point for Delivery of Government Furnished Property (April 1999)
- 3.11-65 Submission of Commercial transportation Bills to the General Services Administration for Audit (April 1999)
- 3.13-3 Printing/Copying Double-sided on Recycled Paper (July 2008)
- 3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (April 2006)
- 3.13-5 Seat Belt Use by Contractor Employees (January 1999)
- 3.13-10 Contractor Attendance at FAA Sponsored Training (January 2003)
- 3.13-11 Plain Language (July 2006)
- 3.14-1 Security Requirement-Classified Contracts (July 2002)
- 3.14-1 Alternate I Security Requirement-Classified Contracts (July 2002)
- 3.14-2 Contractor Personnel Suitability Requirements (January 2009)
- 3.14-3 Foreign Nationals as Contractor Employees (April 2008)
- 3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2009)
- 3.14-5 Sensitive Unclassified Information (SUI) (July 2008)
- 3.17-1 American Recovery and Reinvestment Act-Reporting Requirements (April 2009)
- 3.17-2 Authority of the Inspector General and Comptroller General Relating to Contracts Using American Recovery and Reinvestment Act Funding (April 2009)
- 3.17-3 Whistleblower Protections under the American Recovery and Reinvestment Act (June 2009)

THE FULL TEXT OF THE FOLLOWING FAA AMS CLAUSES ARE PROVIDED:

## **I.2 Ordering**

(a) Any supplies and services to be furnished under this MOA shall be ordered by issuance of contracts by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through September 30, 2016.

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

(c) If mailed, a contract is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **I.3 3.1.9-1 Electronic Commerce and Signature (July 2007)**

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

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. 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) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are electronic mail and electronic bulletin boards.

(d) With the submission of an offer, the Contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology including PIN numbers or passwords, digital signatures, and smart cards.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the Contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the Contracting Officer whenever a change in authorized personnel has occurred.

(End of clause)

### **I.4 3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

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

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

(c) The total duration of the contract, including the exercise of any options under this clause, shall be specified in each contract.

(End of clause)

## **PART III – LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS**

### **SECTION J - LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS**

- Attachment J-1 Points of Contact
- Attachment J-2 Business Declaration Form
- Attachment J-3 General Labor Category Descriptions & Qualifications
- Attachment J-4 General Labor Categories and Rate Tables
- Attachment J-5 Contract List
- Attachment J-6 Business Types & Functional Areas
- Attachment J-7 Non-Disclosure of Information Agreement
- Attachment J-8 Sample Monthly Status Report
- Attachment J-9 Security Guidelines
- Attachment J-10 Cost Build Up Template
- Attachment J-11 Section K
- Attachment J-12 Delphi Vendor Entry Worksheet

**PART IV – REPRESENTATION AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS AND CERTIFICATIONS  
AND OTHER STATEMENTS OF OFFERORS**

**K.1 3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)**

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
  - (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
  - (c) We require a minimum acceptance period of 180 calendar days.
  - (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.
  - (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
  - (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
    - (1) The acceptance period stated in paragraph (c) of this provision; or
    - (2) Any longer acceptance period stated in paragraph (d) of this provision.
- (End of provision)

**K.2 3.2.2.3-10 Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as  a corporation incorporated under the laws of the State of \_\_\_\_\_,  an individual,  a partnership,  a nonprofit organization,  a joint venture or  other \_\_\_\_\_ [specify what type of organization].
- (b) If you are a foreign entity, you operate as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_ .  
(country)

(End of provision)

**K.3 3.2.2.3-15 Authorized Negotiators (July 2004)**

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Email address: \_\_\_\_\_

(End of provision)

**K.4 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**

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

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

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

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

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

Numbers or other identification of pages:

---

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

(End of provision)

**K.5 3.2.2.3-23 Place of Performance (July 2004)**

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

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

Place of Performance Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

**K.6 3.2.2.3-35 Annual Representations and Certifications (July 2004)**

The offeror certifies that annual representations and certifications (check the appropriate block):

(a) Dated \_\_\_\_\_ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

(b) Are enclosed.

(End of provision)

**K.7 3.2.2.3-70 Taxpayer Identification (July 2004)**

a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity
- Not a corporate entity
- Sole proprietorship
- Partnership
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- A common parent does not own or control the offeror as defined in paragraph (a).
- Name and TIN of common parent:  
 Name \_\_\_\_\_  
 TIN \_\_\_\_\_

(End of provision)

**K.8 3.2.2.7-7 Certification Regarding Responsibility Matters (January 2009)**

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

(i) 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)(i)(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).

(ii) 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 shall 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 shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

**K.9 3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

**K.10 3.6.2-6 Previous Contracts and Compliance Reports (April 1996)**

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)

**K.11 3.6.2-8 Affirmative Action Compliance (April 1996)**

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

(End of provision)

**K.12 3.8.2-18 Certification of Data (October 1996)**

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

**K.13 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)**

(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 CCR 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 CCR 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 CCR 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)

#### **K.14 Amendment Acknowledgement**

In accordance with AMS Clause 3.2.2.3-12, the offeror acknowledges the receipt of following amendments:

Amendment #	Date Received
01	
02	

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L.1 SCREENING INFORMATION REQUEST AND AWARD**

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

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

The offeror will be certified as technically qualified based on its previous successful performance on FAA, other federal government contracts in the specific functional area of the SOW.

Proposal evaluation including price/cost evaluation will be performed. The results of these evaluations will be forwarded to the Source Selection Official (SSO). The SSO will select for award the proposals that meet this SIR's requirements.

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

### **L.2 CONTRACT CLAUSES**

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

### **L.3 EXCEPTION TO SIR TERMS AND CONDITIONS**

The offeror must state in its proposal any exceptions taken to the terms and conditions of the SIR. For each exception, the offeror will identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. The Government will consider exceptions and its relevance to the SIR and the offeror's proposal, and reserves the right to include such consideration in making awards.

### **L.4 SMALL AND DISADVANTAGED BUSINESS NOTIFICATION**

"This Notice is for informational purposes for Minority, Women-Owned and Disadvantaged Business Enterprises. The Department of Transportation (DOT), Office of Small and Disadvantaged Business Utilization, has a program to assist small businesses, small businesses owned and controlled by a socially and economically disadvantaged individuals, and women-owned concerns to acquire short-term working capital assistance for transportation-related contracts. Loans are available under the DOT Short Term Lending Program (STLP) at prime interest rates to provide accounts receivable financing. The maximum line of credit is \$500,000. For further information and applicable forms concerning the STLP, call the OSDDBU at (800) 532 1169."

### **L.5 PROPOSAL FORMAT AND SUBMISSION INSTRUCTIONS**

The Government is interested in reducing both the expense and time associated with the preparation and evaluation of offerors' proposals. This SIR has been structured to obtain, to the FAA eFAST MOA

extent possible, reasonable information required to conduct an accurate and consistent evaluation and review of all offerors' proposals. The Government considers the overall form and substance of the offeror's proposal to represent the general quality of work expected to be performed under this MOA, and that as such, it will be considered throughout the review and evaluation process. Proposals with all the required submissions will be evaluated first.

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

(1) The offeror's proposal in response to this SIR will include the following:

(a) Transmittal letter.

(b) Completed "Business Declaration" document (Attachment J-2), for determining an offeror's eligibility as a small business concern under referenced NAICS codes.

(c) Completed Business Types & Functional Areas document (Attachment J-6) to propose NAICS code(s) for which they qualify as a small business under the functional area they wish to be considered. The offeror is not required to propose all functional areas in its offer.

(d) For each contract listed as applicable experience, the offeror's response will include a brief (less than 2000 characters in columns Q & R) summary and rationale will clearly identify to which functional area(s) and NAICS code(s) the experience applies. A single contract may be applied to more than one functional area / NAICS code as long as the offeror identifies to which functional area(s) / NAICS code(s) the experience applies. Provide at least one of the following in Attachment J-5:

1) At least one (1) current or recent (if no current) GSA Schedule/GWAC, completed within the previous three (3) years from the SIR release date, or

2) At least one (1) current or recent (if no current) FAA contract (including BITS II), completed within the previous three (3) years from the SIR release date, or

3) At least one (1) current or recent (if no current) non-FAA federal government prime contract, completed within the previous three (3) years from the SIR release date, or

4) At least one (1) current or recent (if no current) FAA subcontract, completed within the previous three (3) years from the SIR release date.

Note: "within the previous 3 years" means not older than 7/20/2006.

For a STA, the contract information above must demonstrate the offeror's (exclusive of team members) experience applicable to the NAICS code(s)/functional area(s) for which the offeror wishes to be considered.

(e) CTAs are exclusive for MOA holders and can only be formed after MOA(s) award.

(f) If the offeror wishes to form a STA for a MOA award, the offeror must complete and submit the following documents for each team member:

- 1) Business Declaration Form;
- 2) Open Ratings Report;
- 3) Attachment J-6;
- 4) CCR;
- 5) OCRA.

(g) Paragraph (d) above also applies to a Joint Venture (JV). However, if a JV that was founded less than one (1) year from the SIR release date, the individual companies under the JV may demonstrate individual technical capabilities.

(h) Offerors must provide, as their maximum contract prices, rates no higher than their lowest rates from among the following (e.g. their best rates in any of these categories):

- GSA Schedule/GWAC, completed within the previous three (3) years; or,
- Current or (if no current) recent FAA contract, including BITS II, completed within the previous three (3) years; or,
- Current or (if no current) recent non-FAA federal government contract, completed within the previous three (3) years; or,
- Current or (if no current) recent FAA subcontract, completed within the previous three (3) years; or,
- If the offeror does not provide its awarded contract rates for any of the above the listed contracts, the offeror will submit cost build-up data.

For the purposes of preparing its price/cost proposal (Attachment J-4), the offeror will submit proposed hourly rates for each labor category, onsite and offsite, for each functional area they propose to be qualified. The offeror will also fill in the **number** of the offeror's pricing schedule or contract, the labor category title from the other contract, **the years of the rates from the other contract**, and the rates in columns "Rate (YR1)" and Rate (YR2)". On each line the offeror will submit a maximum 500 character rationale for the correspondence of labor categories **between the referenced past contract and the proposed labor category.**

(i) Documentation of DCAA audited indirect cost rate and fixed fee rate for cost reimbursement type contracts and overhead rate(s) for proposed AHR. In the absence of such documentation, the offeror will submit cost build-up data for those rates **except for fixed fee rate.**

(j) **A current Open Ratings report, as of the SIR response date, from Duns and Bradstreet (<http://www.openratings.com/>) as past performance information. An Open Ratings report is considered current for one (1) year.**

For a JV that was founded less than one (1) year from the SIR release date, the offeror may submit Open Ratings reports from the individual companies in the JV. Otherwise, the Open Ratings report must be in the JV's name.

(k) Current (within 3 days of the proposal submission) CCR and Online Representations and Certification Application (OCRA) printouts.

(l) CCR, OCRA, and open ratings reports for proposed team members must also be current.

(2) Additional Information:

(a) Completed Attachment J-1. File names of attachments must be in the format: J1\_vendorname.xls (Enter appropriate information in column C, based on the title in column A and the subtitle in column B.)

(b) Within 15 days after receiving a MOA award, the MOA holder will be required to submit a promotional brochure (one page front and back) concerning the MOA holder's capabilities which should contain at least the following basic information: name of the MOA, name of the MOA holder, a point of contact with phone, facsimile and email information. The brochure will be available via the eFAST website (under construction).

(c) If the offeror is not a current FAA contractor, they will be required to complete the Delphi Vendor Entry Worksheet (Attachment J-12).

(d) Submit Attachment J-1, Attachment J-4, Attachment J-5, Attachment J-6, and Attachment J-10 documents in Microsoft Excel format (2003 version). When submitting data for which a sample excel format document has been provided, the offeror must use that format and submit an active, unlocked excel file.

(e) It is the responsibility of the offeror to monitor the FAA opportunities website, <http://faaco.faa.gov/>, for any amendments or updates to the SIR.

(f) Questions regarding the SIR will be submitted to [9-AJA-48-eFASTProgram@faa.gov](mailto:9-AJA-48-eFASTProgram@faa.gov) no later than July 27, 2009. The offeror is advised to review the SIR carefully and completely before submitting questions.

Official written responses to questions will be posted on the <https://faaco.faa.gov/?ref=8502>

Please note that verbal responses to questions at the pre-proposal conference are not considered official responses.

No phone calls will be accepted.

(g) Proposals will be submitted to [9-AJA-48-eFASTProgram@faa.gov](mailto:9-AJA-48-eFASTProgram@faa.gov), **no later than September 3, 2009.**

Note: Due to FAA email transmission restrictions, multiple transmissions may be necessary. **Size limit for each email is 10MB.** An email will be sent to acknowledge the receipt of the proposal.

(h) Due to high volume of proposals we anticipate to receive, the FAA will stagger the MOA awards. The FAA will start accepting proposals on July 31, 2009.

Unsuccessful offerors will be notified at the end of the award process.

(i) The FAA will conduct a Post-Award Conference either individually with each MOA holder or as a group with all MOA holders. Date and time will be announced after award of the MOA.

(j) The MOA holder will be afforded opportunities to market its services to FAA customers. Formats, schedules, and venues will be announced at a later date.

#### **L.6 3.2.2.3-20 Electronic Offers (July 2004)**

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

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

(d) The FAA reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to [9-AJA-48-eFASTProgram@faa.gov](mailto:9-AJA-48-eFASTProgram@faa.gov).

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

#### **L.7 3.2.4-1 Type of Contract (April 1996)**

The FAA contemplates making multiple Master Ordering Agreements with fixed price, cost reimbursement and time and materials/labor hours contracts resulting from this SIR.

(End of provision)

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 SIR PROCESS DESCRIPTION

This SIR will solicit proposals from small businesses and SEDBs including 8(a), MOB, WOB, VOB, SDVOSBs and ANCs. In order to be pre-qualified to obtain a MOA, offerors must submit proposals in accordance with Section L. Results of proposal evaluations will be forwarded to the SSO. The SSO will select for award the proposals that meet this SIR's requirements. The number of MOA awards will depend on the number and quality of proposals received. The FAA anticipates to award over 100 MOAs in all functional areas.

### M.2 BASIS FOR AWARD

The FAA will not award any contracts as a direct result of this solicitation. However, the solicitation will result in the award of MOAs to qualified and responsible small business vendors, including SEDBs, 8(a)s, SDVOBs and ANCs. The MOAs will establish the eligibility of these vendors for future awards under eFAST. The number of MOA awards will depend on the number and quality of proposals received. However, the FAA expects to award more than 100 MOAs. The agency will make awards to offerors who, as demonstrated by their proposals, are qualified to perform work in one or more of the functional areas identified in this SIR and who, in accordance with the criteria below, offer maximum prices that represent best value to the FAA.

### M.3 PROPOSAL EVALUATION PROCESS

Proposals will be reviewed and evaluated for the following:

- (1) Business Declaration Form and CCR – The FAA will review the offeror's small business size status to determine its eligibility to participate in the eFAST program. The offeror who does not meet this requirement will be removed from further consideration.
- (2) Open Ratings Report – The offeror (and its team members) with an individual rating below 80 may be removed from further consideration.

The offeror who does not have an Open Ratings report submission will be removed from further consideration.

The offeror's proposed subcontractors who do not have Open Ratings report submissions will not be eligible to participate as subcontractors on the offeror's STA.

No other past performance information will be accepted.

(3) Technical qualifications: Offerors, who demonstrate successful experience in any NAICS code, will qualify in the functional area that includes the NAICS code. Qualification is for eligibility purposes only and does not preclude the requirement for demonstrating technical qualifications and successful past performance pursuant to any future procurements under eFAST.

(4) Offerors may qualify in a functional area by demonstrating:

- (a) The offeror has a current or (if no current) recent GSA Schedule/GWAC contract in the NAICS code, provided the offeror can demonstrate recent successful performance (completed within the previous 3 years) in the NAICS code through contract references *and* through its open ratings, or
- (b) The offeror has a current or (if no current) recent FAA contract (completed within the previous 3 years) in the NAICS code, including BITS II, or has performed as a subcontractor under such a contract, provided the offeror can demonstrate recent successful performance (completed within the previous 3 years) in the NAICS code through contract references *and* through its open ratings, or
- (c) The offeror has a current or (if no current) recent non-FAA federal government prime contract (completed within the previous 3 years) in the NAICS code, including GWACs from any other federal government agency, provided the offeror can demonstrate recent successful performance (completed within the previous 3 years) in the NAICS code through contract references *and* through its open ratings.
- (d) For paragraphs (a), (b) and (c) immediately above, as an alternate, the qualifying experience may be in a related NAICS code.

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

(5) Section K and Excluded Parties Listing System (EPLS) – The FAA will review the completed Section K and EPLS to determine the business responsibility of the offeror.

(6) Exception to SIR Terms and Conditions – The FAA will review any exceptions to the SIR terms and conditions that might affect the rights of the Government.

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

#### **M.4 PRICE/COST REVIEW AND EVALUATION PROCESS**

Price/cost review will use information identified in Section L and focus on the elements of the offeror's proposal as described below.

##### **M.4.1 Proposed Labor Rates**

In addition to fairness and reasonableness, pricing must represent best value. Offerors must provide, as their maximum contract prices, rates no higher than their lowest rates from among the following (e.g. their best rates in any of these categories):

1. Offer additional discounts from its BITS II rates (as a prime or subcontractor). At a minimum, discount must equal the most favorable discount provided from its rates, cross-walked between the comparable BITS II rates and eFAST labor categories, for any current orders in the NAICS code (as certified by the offeror and supported with documentation); or
2. Offer additional discounts from its GSA Schedule/GWAC rates. At a minimum, discount must equal the most favorable discount provided from its rates, cross-walked between the comparable GSA Schedule/GWAC rates and eFAST labor categories, for any current orders in the NAICS code (as certified by the offeror and supported with documentation); or
3. Offer additional discounts from FAA contract rates (as a prime or subcontractor). At a minimum, discount must equal the most favorable discount provided from its rates, cross-walked between the comparable FAA contract rates and eFAST labor categories, for any current orders in the NAICS code (as certified by the offeror and supported with documentation); or
4. Offer additional discounts from its non-FAA federal government contract rates. At a minimum, discount must equal the most favorable discount provided from its rates, cross-walked between the comparable non-FAA federal government contract rates and eFAST labor categories, for any current orders in the NAICS code (as certified by the offeror and supported with documentation); or
5. If the offeror prefers not to utilize any of the awarded contract rates listed above, then cost build-up data must be provided to support its rates (subject to later audit).

The FAA reserves the right to require the offeror to provide a cost build-up data (subject to later audit) to support its rates, particularly where the offeror does not offer, either based on previous orders or for purposes of its eFAST offer, additional discounts from its awarded contract rates.

Offerors are advised their proposed eFAST rates will represent maximum rates, from which the FAA may obtain additional reductions through the eFAST competitive procurement process for individual contracts.

The Government may supplement the information provided in the proposal through attainment of Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead, etc.

#### **M.4.2 Fixed Fee Rate, Indirect Cost Rate and Administrative Handling Rate (AHR)**

The offeror's Fixed Fee Rate for cost reimbursement contracts, Indirect Cost Rate and AHR will be reviewed for realism and reasonableness. Offerors with lower rates may be considered as providing a more cost effective advantage to the Government in contracts seeking subcontracting and provisioning of resources and/or travel. The proposed rates will therefore be considered as a part of the price/cost element by SSO in making an award decision.

#### **M.5 ADDITIONAL DOWN-SELECTS AND/OR FINAL PROPOSAL REVISIONS**

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

**M.6 MATRIX SUMMARY FOR SECTIONS L & M**

<b>CRITERIA</b>	<b>SECTION M</b>	<b>SECTION L</b>
<b>PAST PERFORMANCE</b>	<ul style="list-style-type: none"> <li>• 80+ Open Ratings Score</li> </ul>	<ul style="list-style-type: none"> <li>• Open Ratings Report</li> </ul>
<b>TECHNICAL</b>	<ul style="list-style-type: none"> <li>• Applicable Attachments from Section J (as listed in Section L)</li> </ul> <p align="center"><b>AND</b></p> <ul style="list-style-type: none"> <li>• GSA Schedule Contract / GWAC; or</li> <li>• BITS II contract; or</li> <li>• FAA contract; or</li> <li>• Any Federal Government contract; or</li> <li>• FAA subcontract</li> </ul>	<ul style="list-style-type: none"> <li>• Transmittal Letter</li> <li>• Attachment J-1</li> <li>• Attachment J-2</li> <li>• Attachment J-5</li> <li>• Attachment J-6</li> <li>• Attachment J-11</li> <li>• Attachment J-12 (if applicable)</li> </ul>
<b>PRICING</b>	<ul style="list-style-type: none"> <li>• Additional discounts from BITS II contract (Prime or Subcontractor); or</li> <li>• Additional discounts from GSA Schedule Contract / GWAC; or</li> <li>• Additional discounts from FAA contract rates (Prime or Subcontractor); or</li> <li>• Additional discounts from its non-FAA federal government contract rates; or</li> <li>• Cost Build-up data</li> </ul>	<ul style="list-style-type: none"> <li>• Attachment J-4 and/or Attachment J-10 (if applicable)</li> <li>• BITS II Contract Price List (Prime or Subcontract); or</li> <li>• GSA Schedule Contract / GWAC Price list; or</li> <li>• FAA contract rates (Prime or Subcontract); or</li> <li>• Non-FAA federal government contract rates; or</li> <li>• Cost Build-up data</li> </ul>