



FEDERAL AVIATION ADMINISTRATION (FAA)

**ELECTRONIC FEDERAL AVIATION ADMINISTRATION
ACCELERATED AND SIMPLIFIED TASKS
(eFAST)
2024**

SCREENING INFORMATION REQUEST

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

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 MASTER ORDERING AGREEMENT

(1) This Master Ordering Agreement (MOA) functions as a blanket purchase agreement (BPA) and is entitled “Electronic Federal Aviation Administration Accelerated and Simplified Tasks” (eFAST) to provide a broad range of technical, professional, and administrative support services in an expedited, efficient and effective manner, to better serve the requirements of the FAA. Construction is not within the scope of this contract.

(2) eFAST is the FAA’s preferred acquisition vehicle for small businesses, as set forth in the FAA’s Acquisition Management System (AMS) Policy, 3.6.1.3 Principles for the Small Business Program.

(3) Contractually, a BPA order (order) is a contract in its own right, has full force and effect as a contract, with all clauses as well as terms and conditions (T&C) in the MOA flowing down to the order. Each order will be tailored with any applicable AMS clauses, which may include “alternate” clauses, updated versions of AMS clauses, as well as any other clause or provision the Contracting Office deems appropriate for that order.

An order has a life of its own and expires pursuant to its own terms. If an order is active at the time the MOA expires, it remains active until all of its remaining option periods are exercised. Additionally, the Government may issue Indefinite Delivery Indefinite Quantity (IDIQ) orders.

(4) The combined total program ceiling amount for all orders, for the 20 year period of performance, will not exceed \$7.4 billion.

B.2 SUPPLIES/SERVICES AND PRICES/COSTS

(1) LABOR CATEGORIES

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

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

(c) The Government may add new LCATs either at the MOA or order level.

(2) FULLY BURDENED LABOR RATES

(a) This MOA has established fixed ceiling (fully burdened) labor rates, representing the maximum labor rates the Government will accept, and applying to all contract types, except cost reimbursement (CR). The Government will not consider other labor rates unless they are lower.

A fully burdened rate is defined as a direct hourly labor rate that includes wages, overhead, general and administrative expenses, profit, fringe benefits, and tax/labor/payroll burden.

(b) For a given year, each LCAT in a FA, there is one (1) set of labor rates for MOA holder offsite locations, whether the MOA holder and/or its subcontractors perform work. These rates include all costs associated with all necessary resources to run a business. Another set of labor rates are for government onsite locations where the MOA holder team performs work.

(c) The MOA holder may not charge any additional or pass through costs for subcontracting work above the MOA holder's ceiling labor rates. The Government considers subcontracting or consulting work as direct labor, not Other Direct Cost (ODC).

(d) The Government reserves the right to request and audit cost build-up data of the MOA holder's labor rates at any time.

(e) The MOA holder must offer the Government Most Favored Customer (MFC) pricing.

(f) MOA holders' ceiling labor rates through Fiscal Year 2029 are posted on the FAA website.
https://www.faa.gov/about/office_org/headquarters_offices/afn/offices/acquisitions/efast

(3) OTHER DIRECT COSTS AND ADMINISTRATIVE HANDLING RATE

(a) This MOA is primarily for support services; however, the Government may authorize, as an ODC, including supply/service purchases and travel that are ancillary, incidental expenses, and within scope of the overall order.

(b) The MOA holder may charge an administrative and handling cost associated with the ODC no greater than its previously approved administrative and handling rate (AHR) for the MOA holder. The Government may negotiate a AHR with the MOA holder at the order level. Regardless of whether the MOA holder or its subcontractor incurs ODC, the MOA may charge only one (1) AHR.

(c) The Government specifies required travel in an order, and whether travel expenses are to be fixed price or reimbursable IAW the FAA Travel Policy.

(d) Before incurring any ODC, the MOA holder must provide an estimated cost and obtain a written approval from the Government represented by the Contracting Officer (CO) and/or Program Office Contracting Officer Representative (PMO COR). For travel requirements, the MOA holder must provide, at a minimum, the number of persons in the party, traveler name(s), destination(s), duration of stay, purpose, and estimated cost. The Government will not reimburse unauthorized ODC. Whenever possible, the MOA holder must provide sales tax exempt forms to vendors for ODC purchases.

Purchases of \$10,000 or less: The MOA holder is encouraged to conduct competition for purchases of \$10,000 or less on a single item. The MOA holder should use sound business judgment and document rationale if the MOA holder does not conduct a competition.

Purchases over \$10,000: The MOA holder must comply with the AMS policy.

(e) The Government does not consider local travel by offsite contractor personnel as an ODC.

(5) SUBJECT MATTER EXPERT AND INTRODUCTION OF NEW SERVICES

Subject Matter Expert (SME) and Introduction of New Service are initially unpriced LCATs. When using these services, the MOA holder must provide cost build-up data. The PMO COR and the MOA holder must provide justifications for proposing a SME and approved by the Government. SME is direct labor, not an ODC.

SECTION C – DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The scope of work delineated below (AMS Guidance T3.8.2 Service Contracting) is representative, but not all-inclusive, of the type of services anticipated to be provided under this contract. The FAA may issue orders to MOA holders selected for tasks encompassing any or all of the services detailed in this section.

(1) Major Systems Support:

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

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

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

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

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

(2) Support Services Contracting:

(a) 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.

(b) 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.

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

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

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

(5) Any other areas of technical and professional and support services contracting that are not identified and described in the AMS Guidance T3.8.2.A.4, including new areas of support services contracting which may emerge during the life of the MOA.

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

C.2 FUNCTIONAL AREAS (FA)

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

North American Industry Classification System (NAICS)

| FA Code | Functional Area | Function/Activity/Business Area | NAICS Code |
|---------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| ATS | Air Transportation Support | ATS includes Architectural, Electrical and Wiring, Environmental Remediation, Environmental, Facilities Support, Biological, Chemical, Energy, Hydrology, Physics, Radio, Safety, Security, Weather Forecasting, Services Meteorological | 238210, 488111, 488119, 488190, 541310, 541380, 541620, 541690, 541990, 561210, 562910 |
| BAM | Business Administration & Management | BAM includes Accounting/Budgeting/Finance, Acquisition/Procurement, Administrative Management, General Management, Human Resources, Equal Employment Opportunity, Advertising, Marketing, Public Relations, Event Planning, Process Analysis, Application Content Management, Office Management, Training, Developing Training Materials, Graphic Artist Services | 541211, 541214, 541219, 541611, 541612, 541613, 541614, 541618, 561110, 561499, 561611 |

| | | | |
|-----|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| R&D | Research & Development | R&D can apply to the Physical and Life Sciences, including Astronomy, Biology, Chemistry, Computers, Computer Science, Ecology, Environmental, Geology, Hydrology, Mathematics, Meteorology, Oceanography, Physics, Statistics, Theoretical/Modeling, Operations Research | 541715, 541720 |
| ES | Engineering Services | ES can apply to Systems Engineering, System Analysis, Specialty Engineering, System Security, Hardware Engineering, Software Engineering, Configuration Management, Quality Assurance, Test, Acoustical, Aeronautics, Aerospace, Astrophysics, Chemical, Civil, Combustion, Communications, Construction, Electrical, Environmental, Erosion Control, Geological, Geophysical, Heating, Human Factors, Hydraulics, Industrial, Logistics, Manufacturing, Marine, Mechanical, Nuclear, Operations Research, Developing Training Materials, Air Traffic Operations Analysis/Design/Development, Air Traffic Safety System Analysis/Design/Development, Air Traffic Management Analysis/Design/Development, Air Traffic Operations Training, Air Traffic Safety System Training, Air Traffic Management Training, Training | 541330 |
| CSD | Computer/Information Systems Development | CSD includes Information Analysis/Business Intelligence, Database Analysis/ Design/Development, Computer Program, Analysis/Design/Development, Computer System Analysis/Design/Development, Web Site Analysis/Design/Development, Graphic Design, Computer System Server Analysis/Design/Test, Developing Training Materials, Training, Information Assurance Analysis/Test, Enterprise Architecture, Information | 541430, 541511, 541512 |
| CSS | Computer Systems Support | CSS includes Technology Systems Architecture, Network Analysis/Design/Test, Computer System Quality Assurance, Software Engineering, Graphic Design | 518210, 519190, 541513, 541519 |
| D&T | Documentation & Training | D&T includes Analyze/Prepare/Edit Technical Documentation, Analyze/Prepare/Edit Business Documentation, Analyze/Prepare/Edit/Deliver Training, Analyze/Prepare/Edit/Deliver Computer Based Training | 561410, 611420, 611430, 611512, 611710 |

| | | | |
|-----|----------------------|---------------------------------------------------------------------|--------|
| M&R | Maintenance & Repair | M&R includes General Equipment Repair, Specialized Equipment Repair | 811210 |
|-----|----------------------|---------------------------------------------------------------------|--------|

| NAICS Code | NAICS Title |
|------------|--------------------------------------------------------------------------------------------------------------------|
| 238210 | Electrical Contractors and Other Wiring Installation Contractors |
| 488111 | Air Traffic Control Services |
| 488119 | Other Airport Operations |
| 488190 | Other Support Activities for Air Transportation |
| 518210 | Data Processing, Hosting and Related Services |
| 519190 | All Other Information Services |
| 541211 | Offices of Certified Public Accountants |
| 541214 | Payroll Services |
| 541219 | Other Accounting Services |
| 541310 | Architectural Services |
| 541330 | Engineering Services |
| 541380 | Testing Laboratories |
| 541430 | Graphic Design Services |
| 541511 | Custom Computer Programming Services |
| 541512 | Computer Systems Design Services |
| 541513 | Computer Facilities Management Services |
| 541519 | Other Computer Related Services |
| 541611 | Administrative Management and General Management Consulting Services |
| 541612 | Human Resources Consulting Services |
| 541613 | Marketing Consulting Services |
| 541614 | Process, Physical Distribution, and Logistics Consulting Services |
| 541618 | Other Management Consulting Services |
| 541620 | Environmental Consulting Services |
| 541690 | Other Scientific and Technical Consulting Services |
| 541715 | Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology) |
| 541720 | Research and Development in the Social Sciences and Humanities |
| 541990 | All Other Professional, Scientific, and Technical Services |
| 561110 | Office Administrative Services |
| 561210 | Facilities Support Services |
| 561410 | Documentation Preparation Services |
| 561499 | Other Business Support Services |
| 561611 | Investigation Services |
| 562910 | Remediation Services |
| 611420 | Computer Training |
| 611430 | Professional & Management Development Training |
| 611512 | Flight Training |
| 611710 | Educational Support Services |
| 811210 | Electronic and Precision Equipment Repair and Maintenance |

C.3 LABOR CATEGORY CLIN COMPOSITION

Contract Line Item Number (CLIN) comprises the following:

1st & 2nd digits = program year (01-20)

3rd & 4th digits = FA code number (01-08)

5th - 7th digits = LCAT codes (001-076)

Last character = government onsite (G) or contractor offsite (C)

| Number | FA Code |
|--------|---------|
| 01 | ATS |
| 02 | BAM |
| 03 | R&D |
| 04 | ES |
| 05 | CSD |
| 06 | CSS |
| 07 | D&T |
| 08 | M&R |

SECTION D - PACKAGING AND MARKING

D.1 GENERAL

- (1) All products delivered must be packaged IAW with best commercial practices. The PMO COR may include additional packaging and marking requirements in an order, other than those enumerated in this section.
- (2) All packing, marking and storage expenses which are incidental to MOA holder's shipping of the materials are at the MOA holder's expense.
- (3) Unless otherwise specifically addressed in an order, the MOA holder is solely responsible for removing, at its expense and within thirty (30) days after expiration or termination of the order, all of its personal property (e.g., equipment, supplies, etc.) which it has placed at government premises during the course of performance of the order.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

- (1) The Government inspects all deliverables for content, completeness, accuracy, and conformance to contract requirements.
- (2) Inspection and acceptance will take place upon review of the invoice or as otherwise stated in the order. The invoice review will consist of confirmation that the work conducted was IAW the order's T&C.

E.2 3.10.4-13 HIGHER LEVEL CONTRACT QUALITY REQUIREMENT (APRIL 2020)

- (a) The Contractor must comply with the standard specified in an order issued under this MOA.
- (b) The Contractor must establish and maintain a Quality System in accordance with the above referenced standard(s) and the Contractor's Quality System Plan (QSP). This QSP is hereby incorporated into this contract when approved by the Contracting Officer. If the QSP is submitted as part of a response to a Screening Information Request (SIR) submission and approved before award, then the QSP is hereby incorporated into this contract at time of award. The QSP must describe the Contractor's provisions for quality assurance, inspection and test of all supplies to be provided under this contract, in accordance with the terms of this contract, including but not limited to the contract specifications and the above referenced standard. (Note; Formal third-party ISO 9001 registration is not required. Formal third-party ISO 9001 registration does not relieve the Contractor from the requirements of submitting a QSP.)
- (c) In the event of conflict between the Quality System Plan (QSP) and the above referenced standard(s), the applicable standards must control.
- (d) Calibration systems and measuring and test equipment must be controlled in accordance with a nationally recognized standard, such as ISO 10012.
- (e) Government Furnished Property must be controlled to assure acceptability upon receipt, preclude degradation, damage or misuse during storage, use or test, and assure proper final disposition in accordance with the contract.
- (f) Site installation activities, maintenance, and support services must be controlled in accordance with contract requirements.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

MOA holders with BPA number starting with DTFAWA10A:

Base period: Date of award – 9/30/2014

Option period 1: 10/1/2014 – 9/30/2019

Option period 2: 10/1/2019 – 9/30/2024

Extension period: 10/1/2024 – 9/30/2029

MOA holders with BPA number starting with DTFAWA11A and DTFAWA12A:

Base period: Date of award – 9/30/2016

Option period 1: 10/1/2016 – 9/30/2019

Option period 2: 10/1/2019 – 9/30/2024

Extension period: 10/1/2024 – 9/30/2029

MOA holders with BPA number starting with DTFAWA13A, DTFAWA14A and 693KA9-18-A:

Base period: Date of award – 9/30/2019

Option period 1: 10/1/2019 – 9/30/2024

Extension period: 10/1/2024 – 9/30/2029

MOA holders with BPA numbers starting with DTFAWA17A, 693KA9-19-A, 693KA9-20-A, 693KA9-22-A and 693KA9-23-A:

Base period: Date of award – 9/30/2024

Extension period: 10/1/2024 – 9/30/2029

MOA holders with reinstated BPA numbers:

Option period 1: Date of modification issued – 9/30/2024

Extension period: 10/1/2024 – 9/30/2029

Program year = PY

Period of performance = POP

| PY | POP | PY | POP |
|-----------|---------------------------|-----------|-----------------------|
| 1 | Date of Award – 9/30/2010 | 11 | 10/1/2019 – 9/30/2020 |
| 2 | 10/1/2010 – 9/30/2011 | 12 | 10/1/2020 – 9/30/2021 |
| 3 | 10/1/2011 – 9/30/2012 | 13 | 10/1/2021 – 9/30/2022 |
| 4 | 10/1/2012 – 9/30/2013 | 14 | 10/1/2022 – 9/30/2023 |
| 5 | 10/1/2013 – 9/30/2014 | 15 | 10/1/2023 – 9/30/2024 |
| 6 | 10/1/2014 – 9/30/2015 | 16 | 10/1/2024 – 9/30/2025 |
| 7 | 10/1/2015 – 9/30/2016 | 17 | 10/1/2025 – 9/30/2026 |
| 8 | 10/1/2016 – 9/30/2017 | 18 | 10/1/2026 – 9/30/2027 |
| 9 | 10/1/2017 – 9/30/2018 | 19 | 10/1/2027 – 9/30/2028 |
| 10 | 10/1/2018 – 9/30/2019 | 20 | 10/1/2028 – 9/30/2029 |

The Government will stop issuing orders at the end of program year 20 or when the program ceiling amount is reached, whichever comes first. However, contract administration continues

through 9/30/2034.

F.2 PLACES OF PERFORMANCE

Places of performance for orders include the 50 states of the United States of America (U.S.), the District of Columbia, and all U.S. Territories, either at MOA holder's facilities (offsite) or on government facilities (onsite). The Government specifies places of performance in an order. Regardless of where the place of performance is, the MOA holder must have the capability of providing services using personnel with minimal need for reimbursement of travel costs.

F.3 DELIVERY AND PERFORMANCE

(1) All work performed by the MOA holder must be at the highest quality applicable and delivered according to Statement of Objectives (SOO), Statement of Works (SOW), or Performance Work Statements (PWS). The Government may include, within an order, deliveries or performance requirements, such as (1) optional clauses, (2) agency clauses, or (3) specific clauses.

(2) Procurement turnaround time is typically tight, allowing minimal time for response, preparation activities and subsequent work start-up by MOA holders. The MOA holder must have personnel resources readily available with varying levels of expertise and experience. Additionally, the MOA holder must coordinate coverage for MOA holder personnel not scheduled to work, at any time, without service interruption.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 GOVERNMENT CONTACTS

FAA Office of Acquisition and Contracting (AAQ-430), Washington DC

G.2 CONTRACTING OFFICER (CO) AUTHORITY

(1) The Contracting Officer has the authority to take actions on behalf of the Government to perform all aspects of the contracting officer's duties IAW AMS policy and guidance, including ensuring the performance of all actions for effective contracting and compliance with the T&C of orders and safeguarding the interests of the U.S. in its contractual relationships.

(2) It is the responsibility of the MOA holder to notify the Contracting Officer immediately if there is any appearance of technical or other direction that is, or may be, outside the scope of the order.

G.3 PROGRAM REPRESENTATIVES

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

(1) The eCOR performs as the technical manager for the eFAST program, and has the authority to give technical directions and performs duties IAW the COR Delegation Memo.

(2) The eCOR does not have the authority to issue instructions that:

- (a) Institute additional work outside the scope of the MOA or individual orders;
- (b) Constitute any change to the MOA or individual orders.

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

(1) Upon order award, the Contracting Officer appoints a PMO COR in writing. The COR delegation letter stipulates the rights, responsibilities, and limitations of his/her appointment.

(2) In any event, the PMO COR does not have the authority to issue any direction under the MOA either technical or otherwise, which constitutes a change to the terms, conditions, scope, prices, periods of performance, or delivery schedules of the MOA and individual orders.

(3) The PMO COR participates in annual order performance evaluations.

G.4 INTERPRETATION OF THE MOA

No verbal or written statement by anyone other than the Contracting Officer is to be interpreted as modifying or otherwise affecting the T&C of the MOA. The MOA holder must submit requests in writing to the Contracting Officer for all interpretations of the MOA.

G.5 REGULATIONS AND POLICIES

The MOA holder must comply with the latest versions of all applicable FAA and Department of Transportation (DOT) orders and policies, government regulations and circulars, and government and industry standards, under the guidance of the PMO COR. (Attachment J-9 References)

G.6 INHERENTLY GOVERNMENT FUNCTIONS

In its performance of an order, the MOA holder must not perform any inherently governmental functions (IGF), as identified in the Office of Federal Procurement Policy Letter 11-01 and AMS Guidance T3.8.2.A.3. These functions are so intimately related to the public interest as to require performance by government personnel. The term includes functions that require either the exercise of discretion in applying government authority or the making of value judgments in making decisions for the Government. This would include, among other things, binding the Government to take or not to take some action by contract, policy, regulation, authorization, order, or otherwise, and exerting ultimate control over the acquisition, use, or disposition of the property of the U.S., including the collection, control, or disbursement of appropriations and other federal funds.

G.7 CONTRACT ADMINISTRATION

(a) Issue/Problem Reporting

The MOA holder must bring actual or potential problems to the attention of the Contracting Officer and PMO COR as soon as they are known, and in writing within three (3) business days of the oral report of issues and/or problems (Attachment J-5 Problem Notification Report or similar).

(b) MOA Program Reviews

The MOA holder must participate with the Government in MOA program reviews, if conducted, at a time and location of the Government's choice. The Government will provide advance notice of such meetings. The Government does not pay associated costs for the attendance of these meetings.

(c) The MOA holder must request deliverable acceptance from the PMO COR using Attachment J-7 or similar.

(d) The MOA holder must submit, to the Contracting Officer and PMO COR, a Contractor Offboarding Checklist (Attachment J-8) for every employee who is no longer performing work under an order.

G.8 WORK HOURS AND HOLIDAY LEAVE

(1) The Government observes a five (5) day work/business week.

(2) The Government observes holidays below:

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

http://www.opm.gov/Operating_Status_Schedules/fedhol/

(b) Any day designated by Federal Statute

(c) Any day designated by Executive Order

(d) Any day designated by Presidential Proclamation

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

(3) When the Government grants excused absence to its personnel, the Contracting Officer may also dismiss MOA holder personnel. However, the Government will not pay the MOA holder for

the hours of excused absence, only for actual hours worked.

G.9 TELEWORK

(1) The Contracting Officer may authorize telework for MOA holder personnel working on government sites.

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

G.10 SMALL BUSINESS CREDITS

The contracting office that awards orders receives small business credits.

G.11 POINTS OF CONTACT

The MOA holder must designate a primary and alternate points of contact (POC) who interact with the Government concerning the MOA. It is the responsibility of the MOA holder to keep the POC information current using the eFAST system.

G.12 CURRENT AND PAST PERFORMANCE INFORMATION

(1) The Government annually assesses the MOA holder's performance in areas such as quality, schedule, cost control and management. Such ratings may have bearing on the MOA holder's likelihood to receive future orders. The MOA holder must be cognizant of this requirement and exercise its rights IAW AMS Clause 3.10.1-26 Contractor Performance Assessment Reporting System.

(2) The SIR at the order level may require the MOA holder to submit past performance information such as Contractor Performance Assessment Reporting System (CPARS) documents and/or completed past performance questionnaires (PPQ) (Attachment J-2) on past or current contracts. The past performance of the MOA's affiliates will be considered IAW AMS Guidance T3.2.2.3.B.2.b(9). For work the MOA holder performed as a subcontractor, the Government will only accept PPQs from the prime contractor's customer.

G.13 INVOICE SUBMISSION

(1) The MOA holder must submit invoices electronically to FAA Accounts Payable Office, Contracting Officer, PMO COR, and the FAA invoicing system.

(2) Invoices must include the following documentation:

- Time sheets for CR, T&M or FPLOE orders.
- Backup documentation (i.e., sales receipts) for ODC.
- Approval documentation for OT and/or ODC.

(3) The MOA holder must receive security adjudication and resume approval from the Government prior to billing for a contractor resource.

(4) The Government may change the invoicing process any time.

G.14 CONTRACT CLOSE OUT

(1) Upon the completion of an order, the MOA holder must communicate with the PMO COR to determine that all work was completed and accepted.

(2) Approximately two (2) weeks after an order's end date, the MOA holder must provide the following:

- (a) Most recent versions of all documentation
- (b) A final financial report
- (c) A final status report that includes a projection of activities for the remainder of the order
- (d) Return all FAA security badges, if issued, to the PMO COR.
- (e) Coordinate a closeout meeting (the FAA will determine details and participants)

(3) The MOA holder must request property disposition for an order involving Government Furnished Property (GFP) and/or MOA holder acquired property (if any) on behalf of the Government, in writing and submitted to the PMO COR. The request must include an inventory (description, quantity, location, value, condition) of property of disposition. The PMO COR will respond and provide written disposition instructions to the MOA holder.

(4) The MOA holder must work in partnership with the Contracting Officer to close out an order as soon as possible after they are physically completed.

(5) The MOA holder must submit the following information and documents:

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT TYPES

- (1) This is a Multiple Award BPA with Fixed Price including Firm Fixed Price (FFP), Fixed Price Level of Effort (FPLOE), Time and Materials (T&M), and Cost Reimbursement (CR) orders.
- (2) An order may have work containing a combination of contract types as enumerated above. The Contracting Officer identifies the applicable contract type(s) in each order.
- (3) Fixed Price Level of Effort (FPLOE) Clause
 - (a) This contract establishes a fixed-price ceiling, total number of hours by labor category, rates by labor category for each period of performance, and acceptable qualifications for each labor category. Although the exact work to be performed cannot be pre-defined because of the fluid nature of the as-yet-to-be-identified metrics and performance analysis support tasks, the PWS/SOW generically identifies the tasks that are expected to be performed by the MOA holder. To facilitate successful performance, the PWS/SOW outlines well-defined deliverables, milestone dates and acceptance criteria for the deliverables. The MOA holder must employ best effort to complete all assigned work with the level of effort set by and commensurate with the specified fixed price.
 - (b) The level of effort cannot be increased, and any performance that would result in a liability of the Government in excess of the total fixed price would require a new contract properly awarded and executed. However, this contract allows the mix of labor categories and hours to be revised, provided the overall fixed price ceiling does not increase.
 - (c) The Government funds the contract incrementally. The MOA holder must not incur costs beyond the specified level of incremental funding. Under no circumstances will the Government be liable for MOA holder performance in excess of the specified amount of incremental funding.
 - (d) The MOA holder may invoice monthly for actual hours expended in each labor category and labor rates set forth in the contract.

H.2 SOCIOECONOMIC SMALL BUSINESS SET-ASIDE PROCUREMENTS

- (1) Set-Asides to Socially and Economically Disadvantaged Businesses (SEDB (8(a)))**
The Government may award orders noncompetitively to, or set-aside competitively among, SEDB (8(a)) IAW AMS Policy 3.6.1.3.4 and 3.6.1.3.4.5.
- (2) Set-Asides to Service Disabled Veteran Owned Small Businesses (SDVOSB)**
The Government may award orders noncompetitively to, or set-aside competitively among, SDVOSB IAW AMS Policy 3.6.1.3.
- (3) Set-Asides to Women Owned Small Businesses (WOSB)**
The Government may award orders noncompetitively to, or set-aside competitively among, certified WOSB IAW AMS Policy 3.6.1.3.8.

(4) Set-Asides to Economically Disadvantaged Women-Owned Small Businesses (EDWOSB)

The Government may award orders noncompetitively to, or set-aside competitively among, certified EDWOSB IAW AMS Policy 3.6.1.3.9.

(5) Set-Asides to Historically Underutilized Business Zone (HUBZone) Small Businesses

The Government may award orders noncompetitively to, or set-aside competitively among, HUBZone small businesses IAW AMS Policy 3.6.1.3.7.

(6) Set-Asides to Small Disadvantaged Businesses (SDB)

The Government may set-aside competitively among SDB IAW AMS Policy, 3.6.1.3.10.

(7) The Government may conduct competitions among several set-aside business categories (combined set-asides). Additionally, the Government may use tiered evaluation techniques in procurements.

(8) The MOA holder must qualify, at the time it submits its initial offer, within the socioeconomic category specified in a SIR for order award. The MOA holder must maintain active and updated its SAM records. The FAA reserves the right to verify the MOA holder's socioeconomic status prior to awarding an order. The MOA holder retains its socioeconomic category for that order (including option periods).

H.3 MOA HOLDER ELIGIBILITY AND QUALIFICATIONS

(1) For the purpose of determining the MOA holder's eligibility as a small business, the Government complies with the Small Business Administration (SBA)'s business size standards, <https://www.sba.gov/federal-contracting/contracting-guide/size-standards>. A MOA holder that represents its size as a small business and qualifies as such at the start of this MOA extension and retains its NAICS-based small business size for the term of the MOA extension and all orders issued against the MOA.

(2) The MOA holder's BPA will specify its qualified FA(s).

(3) There is no limit to the number of MOA holders in each FA.

(4) The MOA holder may only respond to order opportunities in FA(s) for which it qualifies.

(5) At the order level, the Government may consider other NAICS codes that are within the scope of the MOA, but that are not listed in Section C.

H.4 TEAMING ARRANGEMENTS

(1) The MOA holder may form teams, in compliance with the AMS Policy 3.2.2.7.3 and clause 3.6.1-7 Limitations on Subcontracting, when responding to order opportunities.

(2) The MOA holder may form teams with other eFAST MOA holders, either as a prime contractor or subcontractor.

(3) The MOA holder may form teams with non-MOA holders of any business size.

- (4) The MOA holder, as the prime contractor, must satisfy the requirements in Section H.2.
- (5) The prime contractor may use any of the following options to propose pricing:
 - (a) For a team composed of MOA holders, each member bases its rates on its eFAST ceiling labor rates for its own resources;
 - (b) All team members base their rates on the prime contractor's eFAST ceiling labor rates for all resources;
 - (c) All team members base their rates on the eFAST ceiling labor rates of the team member that has the lowest eFAST ceiling labor rates for all resources.
- (6) The MOA holder, as the prime contractor, is responsible for all aspects of the work performed by its team.
- (7) Unless the proposed subcontractor is already on the MOA holder's team or on eFAST's subcontractor list, the MOA holder must provide a current System for Award Management (SAM) record, including active exclusion record for its proposed subcontractor.
- (8) The MOA holder must include clauses listed in AMS Clause Subcontract Flowdown Chart (Attachment J-1) in all teaming agreements.
- (9) The MOA holder may utilize services of self-employed individuals (1099) as subcontractors, subject to the approval of the Contracting Officer.
- (10) The Government does not accept joint venture businesses under this MOA.

H.5 EXIT STRATEGY/OFF RAMP

- (1) The MOA holder must inform the Contracting Officer of any pending merger or acquisition and the eventual merger or acquisition of the MOA holder's company. The MOA holder must represent its size status IAW AMS Clause 3.6.1-15 Post-Award Small Business Program Representation after a merger or acquisition. The MOA holder must notify the Contracting Officer the date of the verification or update in writing. The Government will terminate the MOA, at no cost to the Government, if, as a result of the merger or acquisition, the MOA holder or successor in interest no longer meets the small business size standard for at least one (1) FA.
- (2) If the successor in interest is a small business and wishes to remain in the program, it must submit documentation for novation IAW AMS Clause 3.10.1-25 Novation and Change-Of-Name Agreements. The Government will determine if it is in the best interest of the Government to process a novation agreement for the MOA holder's MOA and all of its active orders.
- (3) At the order level, the Government may require the MOA holder to submit a transition plan maintaining the same T&C and contract labor rates, for the Contracting Officer's approval to:
 - (a) transition work to another MOA holder of the Government's choice; or
 - (b) propose performing work as a subcontractor under another MOA holder of the Government's choice.

H.6 CONTRACTING PROCESS

H.6.1. Contracting Overview

- (1) Pursuant to AMS Policy 3.8.2.4: Support Services Contracting, performance-based contracting techniques are applied to orders to the maximum extent practicable.
- (2) Only the requiring office/program office/end user can initiate work requirements.

H.6.2. Procurement Process

The following outlines a typical eFAST procurement process for orders issued under this MOA.

- (1) Notification of New Order Requirements – The Government may post a draft PWS/SOW/SOO or SIR as part of the market research and advance announcement before the final SIR release. The Government may issue a request for offer/request for proposal/request for quote (RFO/RFP/RFQ), with a FA identified and a predominant NAICS code. A SIR package includes a PWS/SOW/SOO describing the work, a schedule of performance, authorized travel, any government-furnished data, required deliverables, and any special considerations or requirements.
- (2) Technical Evaluation – The most common technical evaluation factors are technical approach with corporate experience and resumes.
- (3) Price Proposal – In an effort to receive the highest quality solution at the lowest possible price, the Government requests all available discounts on all services and materials.
- (4) Source Selection – The basis of award is a best value source selection conducted IAW the AMS. The Government's Source Selection Official (SSO) awards the offeror whose proposal is judged to represent the best value to the Government based on an evaluation of all stated criteria specified in the SIR. Therefore, this approach does not require the Government to make the award to either the offeror submitting the highest rated technical proposal or the offeror submitting the lowest cost/price. While the Government will strive for maximum objectivity, the evaluation process, by nature, is subjective and professional judgment is implicit throughout the entire process. The Government intends to award an order without discussions with offerors. However, the Government reserves the right to conduct discussions and/or negotiations with any and/or all offerors, if it deems necessary. The Government intends to select one (1) MOA holder for an order, unless specified otherwise. However, the Government reserves the right to make no award at all, depending on the quality of the proposals submitted and the availability of funds.
- (5) Contract Termination – In the event the Government terminates an order within one (1) year of the award date, the Government may award an order for the same requirement to another MOA holder who submitted a proposal responding to the original SIR, after evaluation and negotiation.

H.6.3. Prior Concurrence With All Assigned Personnel

- (1) Prior to any MOA holder personnel being assigned to work on an order, the MOA holder must submit the proposed individual's resume, for the proposed LCAT, to the Government for approval IAW Attachment J-3 and requirements as specified in the order. Even if the Government had

approved a resume for a previous order, the MOA holder must still submit the proposed resume with the proposed LCAT for approval.

- (2) The MOA holder must submit the following for each proposed individual:
 - (a) Certified resume to include the proposed individual's statement attesting to the veracity of the information provided in the resume, signature, and date; and
 - (b) Signed commitment letter agreeing to perform the work for the duration of the effective POP, as established in the PWS/SOW.

At a minimum, a resume must contain the following:

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

(3) For degrees from foreign universities and colleges, the MOA holder must complete a Labor Category Waiver Request Form (Attachment J-4). The MOA holder must comply with AMS Clause 3.14-3, Foreign Nationals as Contractor Employees.

(4) The MOA holder personnel must sign Non-Disclosure Agreements (Attachment J-6).

H.7 PERSONAL SERVICES

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

(2) The MOA holder personnel must not hold themselves out to be government employees, agents, or representatives. In all communications with third parties in connection with an order, contractor personnel must state orally or in writing that they are not acting on behalf of the Government. They must identify themselves as contractor personnel and specify the name of the company for which they work.

H.8 ORDER MODIFICATIONS

(1) As a matter of practice, the Government does not increase an order ceiling amount, unless at the end of the contract, if the Government deems it is necessary and in the best interest of the Government.

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

(3) The MOA holder must perform services IAW the PWS/SOW and only to the level of funds obligated to the order.

H.9 OVERTIME

Overtime (OT) is defined as time worked by contractor personnel in excess of their normal work week. The MOA holder must obtain the Government's approval in advance for OT. The Government will not pay OT premiums. The Government also does not encourage the MOA holder's use of uncompensated OT.

H.10 KEY PERSONNEL

The Government may identify key personnel in an order IAW AMS Clause 3.8.2-17 Key Personnel and Facilities.

H.11 EMPLOYEE RETENTION PLAN

(1) The Government has an interest in retaining experienced and qualified personnel familiar with the work environment.

(2) The MOA holder must develop an Employee Retention Plan (ERP), which describes efforts to obtain and retain experienced and qualified staff, and control personnel turnover, including replacements. The ERP must include information regarding compensation ratio. The MOA holder's compensation package must indicate its impact upon recruiting and retention and its consistency with a total plan for employee retention. The MOA holder's compensation (base rate and fringe benefits) package must include the impact on recruiting and retention personnel. The Government considers a significant performance risk if compensation is lowered by more than 5%. The compensation levels must reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account the differences in skills, the complexity of various disciplines, and professional job difficulty.

(3) The MOA holder must maintain and adhere to the ERP throughout the life of the MOA. The Government may review the ERP for compliance any time.

H.12 APPROVED ACCOUNTING AND TIME-KEEPING SYSTEMS

(1) When submitting a proposal in responding to an order with CR contract type, the MOA holder must provide documentation indicating that it has an approved Contractor's Procurement System Review (CPSR).

(2) For FPLOE, T&M and CR orders, the MOA holder must have an adequate time-keeping system for recording worked hours. The Government reserves the right to verify the adequacy of the system.

H.13 SAFETY AND ACCIDENT PREVENTION

In performing work on premises which are under the direct control of the Government, the MOA holder must conform to all safety rules and requirements, and take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and government personnel performing or in any way coming in contact with the performance of the order on such

premises. Any violation of such rules and requirements, unless promptly corrected as directed by the Government, will be grounds for termination of the contract.

H.14 SECURITY OF FEDERAL AUTOMATED INFORMATION SYSTEMS

(1) The MOA holder engaged in the requirements, design, development, operation and maintenance of computer, network, and/or communication systems operated by or on behalf of the FAA, must comply with Government security requirements, including (as amended or superseded): 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 Order 1370.121B - FAA Information Security and Privacy: Policy.

(2) MOA holder personnel accessing the FAA systems must complete annual Information Security and Privacy Awareness Training and any other security training required by the DOT/FAA.

H.15 SECURITY PROVISIONS

(1) Order 1600.1F - Personnel Security Program (as amended or superseded) applies to all MOA holders, subcontractors, consultants, or any other persons (not visitors) who have access to FAA facilities, sensitive unclassified information, and resources.

(2) The Government designates all eFAST LCATs as enumerated in Attachment J-3 as low risk for the Risk/Sensitivity Level.

(3) PMO CORs may indicate changes to the default Risk/Sensitivity Level Designations for LCATs as appropriate for their orders. This would require a submission of a "Contractor Position Risk/Sensitivity Level Designation Record" form (FAA Form 1600-77).

H.16 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

(1) MOA holder personnel may work and attend meetings at government facilities and field facilities. Therefore, to the extent specified pursuant to the procedures IAW AMS Clause 3.14-2, Contractor Personnel Suitability Requirements, the Government grants contractor personnel ingress and egress to the facilities during normal working hours to obtain information necessary for performing orders.

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

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

H.17 GOVERNMENT FURNISHED ITEMS

- (1) The Government will identify GFP in an order, as appropriate. All GFP is furnished "as is."
- (2) The MOA holder is responsible for transporting all GFP after pickup at the Free On Board (FOB) point in the specifications, where risk of loss transfers to the MOA holder.
- (3) The following procedures apply to the validation of GFP:
 - (a) Within five (5) business days of receipt of any GFP, the MOA holder must validate the accuracy of the materials and notify the Government of any discrepancies.
 - (b) Validation must consist of the MOA holder checking for physical and logical completeness and accuracy. Physical completeness and accuracy are determined when all materials defined as government-furnished minimums are provided. Logical completeness and accuracy are determined when all materials defined and associated with a program, system, or work package are provided.
 - (c) The MOA holder must notify the Government in writing of GFP errors or discrepancies. The Government will determine action(s) to be taken on these identified problems.
 - (d) The MOA holder must proceed with the requirements on the remaining materials pending government resolution. The Government will respond with a resolution of the errors after receipt of the written report.

- (4) Upon completion or termination of an order, the MOA holder must turn over to the Government all materials (copies included) that the Government furnished to the MOA holder and all materials that the MOA holder developed in the performance of an order, as these materials are the exclusive property of the Government. The Government may direct alternate disposition of government furnished items.

H.18 ASSUMPTIONS, CONDITIONS, AND EXCEPTION TO SIR TERMS AND CONDITIONS

At the order level, the Government reviews any exceptions to the SIR T&Cs, such as a deviation or waiver, that might affect the rights of the Government, and determine whether they are acceptable to the Government. At the time of award, the Government notifies the MOA holder if its proposed exceptions were accepted. If the offeror does not include exceptions in its proposal, the Government assumes the offeror does not take any exceptions to the T&Cs of the SIR.

H.19 CONTRACT SHUTDOWN PROCEDURES IN THE ABSENCE OF GOVERNMENT APPROPRIATIONS

Generally, when there is an absence of or lapse in Government appropriations, there is a Government shutdown that stops "non-exceptioned" activities. The Government will issue guidance on how to manage an eFAST order during a shutdown. To implement the shutdown, the Government may require the MOA holder to stop all, or any part, of the work IAW AMS Clause 3.10.1-9, Stop-Work Order.

H.20 MARKETING MATERIALS

The MOA holder may maintain marketing materials relating to the MOA and its team's capabilities. The MOA holder may use the eFAST logo, but not the FAA logo, on its marketing materials. To protect the Government's interest in ensuring accuracy and consistency in the marketing of the MOA, the MOA holder must provide an information copy of any promotional

information, presentations, representations and/or publicity relating to the MOA prior to distribution, presentation, or publication, and a letter identifying the use, audience and/or distribution intended for the promotional information and/or marketing materials, to the Contracting Officer. The MOA holder must make any changes to the marketing materials according to the Government's directions.

H.21 CONTRACTOR PROGRAM SUPPORT

The Government utilizes contractors, who are not eFAST MOA holders, to provide contracting/acquisition and information technology support to the eFAST program.

H.22 USE OF ELECTRONIC COMMERCE

The Government utilizes electronic commerce to the fullest extent practicable. The MOA holder must cooperate with the Government in its use of electronic commerce technologies.

H.23 SUSPENSION OR CANCELLATION OF AGREEMENT

There may be occasions where the Government may suspend ordering under this MOA. The Government also reserves the right to cancel this MOA at any time if it is no longer needed, no longer represents the best value, does not provide adequate service (e.g., delivery and/or quality), exceeds the established MOA ceiling value, or the MOA holder is otherwise not in compliance with the MOA T&Cs. Suspension or cancellation only affects the award of new orders under the MOA. Suspension or cancellation of the MOA does not affect the T&Cs, or obligation of the parties, in active orders issued under the MOA.

H.24 ORDERING

(1) Supplies and services to be furnished under this MOA will be ordered by the individuals or activities designated in the Section G of this MOA. Such orders may be issued from date of award through September 30, 2029.

(2) All orders are subject to the T&Cs of this MOA. In the event of conflict or an inconsistency between the T&Cs of this MOA and any T&Cs contained in an order, the T&Cs, and clauses in the order will control and take precedence.

H.25 PROTESTS AND DISPUTES

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

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE**

This screening information request (SIR) or MOA, 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. Attachment J-15 is provided to facilitate access to full-text AMS clauses and provisions which are also available at: <https://fast.faa.gov/contractclauses.cfm>.

Unless otherwise indicated in a SIR or order, the following clauses and provisions flow down to SIRs and orders issued under this MOA for all contract types (i.e., T&M, FFP, CR).

- 3.1.7-1 Exclusion from Future Agency Contracts (July 2018)
- 3.1.7-2 Organizational Conflict of Interest (January 2023)
- 3.1.7-4 Organizational Conflict of Interest - Mitigation Plan Required (October 2019)
- 3.1.7-5 Disclosure of Conflict of Interest (July 2018)
- 3.1.7-6 Disclosure of Certain Employee Relationships (April 2023)
- 3.1.8-1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (April 2024)
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (April 2024)
- 3.1.9-1 Electronic Commerce and Signature (July 2020)
- 3.2.2.3-1 False Statements in Offers (April 2024)
- 3.2.2.3-3 Affiliated Offerors (April 2024)
- 3.2.2.3-8 Audit and Records (July 2010)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (April 2024)
- 3.2.2.3-13 Submission of Information/Documentation/Offers (April 2024)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (April 2024)
- 3.2.2.3-16 Restricting, Disclosing and Using Data (April 2024)
- 3.2.2.3-17 Preparing Offers (April 2024)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (April 2024)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.2.2.3-20 Offers (October 2019)
- 3.2.2.3-25 Price Reduction for Defective Certified Cost or Pricing Data (April 2024)
- 3.2.2.3-26 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (April 2024)
- 3.2.2.3-27 Subcontractor Certified Cost or Pricing Data (January 2022)
- 3.2.2.3-28 Subcontractor Certified Cost or Pricing Data – Modifications (April 2024)
- 3.2.2.3-29 Integrity of Unit Prices (July 2004)
- 3.2.2.3-30 Termination of Defined Benefit Pension Plans (April 2023)
- 3.2.2.3-33 Order of Precedence (April 2024)
- 3.2.2.3-34 Evaluating Offers for Multiple Awards (April 2023)
- 3.2.2.3-36 Reversing or Adjusting Plans for Postretirement Benefits Other Than Pensions (PRB) (April 2023)
- 3.2.2.3-37 Notification of Ownership Changes (April 2023)
- 3.2.2.3-38 Requirements for Certified Cost or Pricing Data or Information Other Than Certified

Cost or Pricing Data (January 2022)

3.2.2.3-39 Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data - Modifications (January 2022)

3.2.2.3-67 Special Precautions for Work at Operating Airports (April 2022)

3.2.2.3-72 Announcing Competing Offerors (July 2004)

3.2.2.3-81 Prohibition Against Contracting with Inverted Domestic Corporations-Representation (January 2024)

3.2.2.3-82 Prohibition on Conducting Restricted Business Operations in Sudan – Certification (July 2012)

3.2.2.3-83 Prohibition Against Contracting with Inverted Domestic Corporations (October 2015)

3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2023)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2024)

3.2.2.7-8 Disclosure of Team Arrangements (April 2008)

3.2.2.7-9 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (April 2023)

3.2.4-25 Single or Multiple Awards (April 2023)

3.2.4-33 Option for Increased Quantity - Separately Priced Line Item (October 2019)

3.2.4-34 Option to Extend Services (October 2019)

3.2.5-1 Officials Not to Benefit (April 2021)

3.2.5-2 Independent Price Determination (October 1996)

3.2.5-3 Gratuities or Gifts (October 2019)

3.2.5-4 Contingent Fees (October 1996)

3.2.5-5 Anti-Kickback Procedures (October 2019)

3.2.5-6 Restrictions on Subcontractor Sales to the FAA (October 2022)

3.2.5-6 Alternate I Restrictions on Subcontractor Sales to the FAA (October 2022)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (January 2022)

3.2.5-8 Whistleblower Protection for Contractor Employees (April 2024)

3.2.5-13 Contractor Code of Business Ethics and Conduct (April 2023)

3.2.5-14 Display of Hotline Poster(s) (April 2023)

3.2.5-15 Attorney-Client Privilege (January 2016)

3.3.1-6 Discounts for Prompt Payment (July 2018)

3.3.1-7 Limitation on Withholding of Payments (July 2018)

3.3.1-8 Extras (July 2018)

3.3.1-9 Interest (April 2023)

3.3.1-10 Availability of Funds (April 2014)

3.3.1-15 Assignment of Claims (July 2018)

3.3.1-17 Prompt Payment (January 2021)

3.3.1-20 Providing Accelerated Payments to Small Business Subcontractors (October 2012)

3.3.1-27 Invoices for Equipment Delivered (October 2023)

3.3.1-33 System for Award Management (January 2024)

3.3.1-34 Payment by Electronic Funds Transfer - System for Award Management (July 2018)

3.3.1-35 Certification of Registration in System for Award Management (April 2022)

3.3.1-36 Availability of Funds - Option Periods under a Continuing Resolution (April 2008)

3.3.1-38 Unenforceability of Unauthorized Obligations (July 2018)

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

3.3.1-41 Electronic Invoicing – Representation (January 2021)

- 3.4.1-10 Insurance - Work on a Government Installation (October 2020)
- 3.4.1-11 Insurance - Liability to Third Persons (October 2019)
- 3.4.1-12 Insurance (October 2019)
- 3.4.1-13 Errors and Omissions (July 1996)
- 3.5-1 Authorization and Consent (April 2023)
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
- 3.5-3 Patent Indemnity (April 2017)
- 3.5-6 Royalty Information (January 2009)
- 3.5-8 Refund of Royalties (January 2009)
- 3.5-9 Filing of Patent Applications--Classified Subject Matter (January 2009)
- 3.5-13 Rights in Data-General (October 2014)
- 3.5-14 Representation of Limited Rights Data and Restricted Computer Software (January 2010)
- 3.5-18 Commercial Computer Software License (January 2009)
- 3.5-20 Technical Data Declaration, Revision, and Withholding of Payment--Major Systems (January 2009)
- 3.5-22 Major System - Minimum Rights (January 2009)
- 3.5-23 Rights to Proposal Data (Technical) (January 2009)
- 3.6.1-1 Notice of Total Small Business Set-Aside (October 2019)
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran, and HUBZone Small Business Concerns (January 2021)
- 3.6.1-7 Limitations on Subcontracting (July 2021)
- 3.6.1-8 Notification of Competition Limited to Eligible 8(a) Certified SDB Concerns (January 2024)
- 3.6.1-12 Notice of Service Disabled Veteran Owned Small Business Set-Aside (January 2024)
- 3.6.1-15 Post-Award Small Business Program Representation (July 2023)
- 3.6.1-16 Notice of Combined Set-Aside (January 2024)
- 3.6.1-18 Notice of HUBZone Set-Aside (January 2024)
- 3.6.1-19 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (April 2024)
- 3.6.1-20 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (April 2024)
- 3.6.1-21 Notice of Small Disadvantaged Business Set-Aside (April 2023)
- 3.6.2-2 Convict Labor (April 1996)
- 3.6.2-5 Certification of Nonsegregated Facilities (July 2023)
- 3.6.2-7 Preadward On-Site Equal Opportunity Compliance Review (July 2023)
- 3.6.2-8 Affirmative Action Compliance (July 2023)
- 3.6.2-9 Equal Opportunity (July 2023)
- 3.6.2-10 Equal Opportunity Preadward Clearance of Subcontracts (January 2020)
- 3.6.2-12 Equal Opportunity for Veterans (April 2022)
- 3.6.2-13 Affirmative Action for Workers With Disabilities (April 2022)
- 3.6.2-14 Employment Reports on Veterans (April 2022)
- 3.6.2-15 Evaluation of Compensation for Professional Employees (April 2017)
- 3.6.2-16 Notice to the Government of Labor Disputes (October 2018)
- 3.6.2-28 Service Contract Labor Standards (July 2023)
- 3.6.2-30 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (July 2023)
- 3.6.2-31 Fair Labor Standards Act and Service Contract Act - Price Adjustment (July 2023)

- 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) (October 2020)
- 3.6.2-35 Prevention of Sexual Harassment (July 2023)
- 3.6.2-39 Trafficking in Persons (July 2023)
- 3.6.2-40 Non-displacement of Qualified Workers (April 2024)
- 3.6.2-41 Employment Eligibility Verification (July 2023)
- 3.6.3-14 Use of Environmentally Preferable Products (January 2020)
- 3.6.2-46 Paid Sick Leave Under Executive Order 13706 (July 2023)
- 3.6.2-47 Minimum Wages for Contractor Workers Under Executive Order 14026 (July 2023)
- 3.6.3-20 IEEE 1680 Standard for the Environmental Assessment of Personal Computers (October 2018)
- 3.6.3-23 Delivery of Electronic and Paper Documents (January 2020)
- 3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
- 3.6.4-19 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Related to Iran- Representation and Certifications (January 2024)
- 3.6.4-20 Correspondence and Deliverables in English (January 2012)
- 3.6.6-1 Drug Free Workplace (April 2023)
- 3.6.6-2 Seat Belt Use by Contractor Employees (April 2023)
- 3.6.6-3 Contractor Policy to Ban Text Messaging While Driving (July 2023)
- 3.8.9-1 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (July 2023)
- 3.8.9-2 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (July 2023)
- 3.8.9-3 Covered Telecommunications Equipment or Services – Representation (July 2023)
- 3.8.9-4 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Entities (January 2024)
- 3.8.9-5 Prohibition on Using Bytedance Covered Applications Including TikTok (July 2023)
- 3.8.9-6 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (January 2024)
- 3.8.9-7 Federal Acquisition Supply Chain Security Act Orders—Prohibition (January 2024)
- 3.8.2-9 Site Visit (April 1996)
- 3.8.2-10 Protection of Government buildings, Equipment, and Vegetation (July 2019)
- 3.8.2-11 Continuity of Services (October 2018)
- 3.8.2-17 Key Personnel and Facilities (July 2019)
- 3.8.2-19 Prohibition on Advertising (July 2019)
- 3.8.2-22 Substitution or Addition of Personnel (October 2006)
- 3.8.4-5 Government Supply Sources (April 1996)
- 3.9.1-1 Contract Disputes (January 2020)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-9 Stop-Work Order (October 1996)
- 3.10.1-17 Change Order Accounting (April 1996)
- 3.10.1-18 Notification of Changes (April 1996)
- 3.10.1-22 Contracting Officer's Representative (April 2012)
- 3.10.1-24 Notice of Delay (March 2009)
- 3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)
- 3.10.1-26 Contractor Performance Assessment Reporting System (July 2023)

- 3.10.1-28 Changes Required by AMS (January 2024)
- 3.10.2-4 Subcontractors and Outside Associates and Consultants (April 1996)
- 3.10.2-6 Subcontracts for Commercial Items and Commercial Components (April 1996)
- 3.10.3-1 Asset Identification and Reporting (July 2023)
- 3.10.3-2 Government Property - Basic Clause (April 2022)
- 3.10.3-3 Government Property Installation Operation Services (October 2018)
- 3.10.3-5 Use and Charges (October 2018)
- 3.10.4-1 Contractor Inspection Requirements (April 1996)
- 3.10.4-14 Assignment of a Quality Reliability Officer (QRO) (July 2023)
- 3.10.4-15 Certificate of Conformance (April 1996)
- 3.10.4-16 Responsibility for Supplies (April 1996)
- 3.10.4-19 Government Industry Data Exchange Program (GIDEP) (January 2018)
- 3.10.4-21 Requirements for Software Measures (April 2012)
- 3.10.4-25 Alternate Quality System Plan (April 2009)
- 3.10.4-26 Technical Data Quality Requirement for NAS Procurements (January 2004)
- 3.10.5-1 Product Improvement/Technology Enhancement (April 1996)
- 3.11-3 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)
- 3.11-34 F.O.B. Destination (April 1999)
- 3.11-52 Freight Classification Description (April 1999)
- 3.11-53 F.O.B. Point for Delivery of Government Furnished Property (April 1999)
- 3.13-1 Approval of Contract (October 2001)
- 3.13-4 Contractor Identification Number - Unique Entity Identifier (UEI) (April 2022)
- 3.13-10 Contractor Attendance at FAA Sponsored Training (January 2003)
- 3.13-11 Plain Language (July 2006)
- 3.13-14 Reporting Executive Compensation and First-Tier Subcontract Awards (October 2023)
- 3.13-15 Confidentiality of Data and Information (November 2016)
- 3.13-16 Records Management (October 2023)
- 3.14-1 Security Requirement - Classified Contracts (July 2021)
- 3.14-2 Contractor Personnel Suitability Requirements (April 2024)
- 3.14-3 Foreign Nationals as Contractor Employees (July 2023)
- 3.14-4 Access to FAA Facilities, Systems, Government Property, and Sensitive Unclassified Information (April 2024)
- 3.14-5 Sensitive Unclassified Information (SUI) (January 2022)
- 3.14-6 Privacy or Security Safeguards (November 2016)
- 3.14-8 Non-FAA Information Systems (July 2017)
- 3.14-9 Information Security Continuous Monitoring (ISCM) and Forensics on Contractor Systems (July 2022)
- 3.14-10 Privacy Act Notification (October 2018)
- 3.14-11 Privacy Act (October 2018)
- 3.14-14 Cooperation with Defensive Counterintelligence Program (DCIP) Requirements (July 2023)
- 3.14-15 Handling of FAA Data (April 2024)
- 3.14-16 Technical requirements for contractor systems containing FAA data (April 2024)
- 3.18-1 Bipartisan Infrastructure Law - Reporting Requirements (October 2022)

Unless otherwise indicated in a SIR or order, the following clauses flow down to orders issued under this MOA for T&M contract types:

- 3.2.4-5 Allowable Cost and Payment (October 2019)
- 3.3.1-5 Payments Under Time-and-Materials and Labor-Hour Contracts (October 2021)
- 3.3.1-39 Funding - Time-and-Materials and Labor-Hour Contracts (July 2018)
- 3.3.2-1 FAA Cost Principles (October 2019)
- 3.3.2-2 Reimbursement for Travel and Subsistence (April 2010)
- 3.10.1-14 Changes - Time and Materials or Labor Hours (April 2022)
- 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
- 3.10.4-5 Inspection - Time and Material and Labor Hour (April 1996)
- 3.10.6-3 Termination (Cost-Reimbursement) (January 2020)
- 3.10.6-3 Alternate IV Termination (Cost-Reimbursement) (January 2015)
- 3.10.6-7 Excusable Delays (October 1996)

Unless otherwise indicated in a SIR or order, the following clauses flow down to orders issued under this MOA for FFP contract types:

- 3.3.1-1 Payments (July 2018)
- 3.3.1-30 Progress Payments Not Included (November 1997)
- 3.3.1-32 Performance Based Payments (July 2018)
- 3.10.1-12 Changes - Fixed-Price (April 1996)
- 3.10.1-12 Alternate I Changes - Fixed-Price (April 1996)
- 3.10.1-12 Alternate III Changes - Fixed-Price (April 1996)
- 3.10.1-12 Alternate V Changes - Fixed-Price (April 1996)
- 3.10.2-1 Subcontracts (Fixed-Price Contracts) (January 2019)
- 3.10.4-4 Inspection of Services - Both fixed price & Cost Reimbursement (April 1996)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (January 2020)

Unless otherwise indicated in a SIR or order, the following clauses flow down to orders issued under this MOA for CR contract types:

- 3.2.4-5 Allowable Cost and Payment (July 2017)
- 3.3.2-1 FAA Cost Principles (October 2019)
- 3.3.2-2 Reimbursement for Travel and Subsistence (April 2010)
- 3.6.2-17 Payment for Overtime Premiums (July 2023)
- 3.10.1-1 Notice of Intent to Disallow Costs (April 1996)
- 3.10.1-3 Penalties for Unallowable Costs (October 1996)
- 3.10.1-9 Alternate I Stop-Work Order (October 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 V Changes - Cost-Reimbursement (April 1996)
- 3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (July 2017)
- 3.10.4-4 Inspection of Services - Both fixed price & Cost Reimbursement (April 1996)
- 3.10.6-3 Termination (Cost-Reimbursement) (January 2020)
- 3.10.6-7 Excusable Delays (October 1996)

I.2 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (JULY 2021)

(a) The Government may extend the term of individual orders by written notice (contract modification) to the contractor prior to the expiration of the current period of performance provided, that the Government will 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 must be considered to include this option provision.

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

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

Attachment J-1 AMS Clause Subcontract Flowdown Chart
Attachment J-2 Past Performance Questionnaire
Attachment J-3 General Labor Category Descriptions & Qualifications
Attachment J-4 Labor Category Waiver Request Form
Attachment J-5 Sample Problem Notification Report
Attachment J-6 Non-Disclosure Agreement
Attachment J-7 Sample Deliverable Acceptance/Rejection Form
Attachment J-8 Contractor Offboarding Checklist
Attachment J-9 References
Attachment J-10 Staffing List
Attachment J-11 GFP List
Attachment J-12 eFAST LCAT Matrix
Attachment J-13 Resume Compliance Checklist
Attachment J-14 Resume Review Matrix
Attachment J-15 AMS Clauses and Provisions

Note: Attachments may be used at the order level.



AMS CLAUSE SUBCONTRACT FLOWDOWN CHART

This is a general summary as to how the requirements of each clause flow down to subcontractors. Refer to the individual clauses for specific requirements.

| Clause No. | Clause Name | Applicability |
|-------------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.13-2 | Earned Value Management System (2016) | Yes, the Contractor must require subcontractors listed in the contract and subject to EVMS certification to comply with this clause, paragraphs (a) and (b). |
| 3.1.7-1 | Exclusion from Future Agency Contracts (Jul-18) | Yes, the Contractor must incorporate this clause into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise. |
| 3.1.7-2 | Organizational Conflicts of Interest (Jul-18) | Yes, the Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder. |
| 3.1.7-5 | Disclosure of Conflicts of Interest (Jul-18) | Yes, the offeror must submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract. |
| 3.1.7-6 | Disclosure of Certain Employee Relationships (Jan-19) | Yes, the Contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise. |
| 3.2.2.3-8 | Audit and Records (Jul-10) | Yes, Contractor must include all the terms of this clause in all subcontracts under this contract that exceed \$1,000,000, and (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable or any combination of these; (2) For which the FAA requires cost or pricing data; or (3) That require the subcontractor to provide reports as described in paragraph (e). |
| 3.2.2.3-25 | Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (Jan- 19) | Yes, the Contract must include in all subcontracts when the subcontractor is required to submit certified cost or pricing data. |
| 3.2.2.3-27 | Subcontractor Cost or Pricing Data (Jul-04) | When entering into a subcontract that exceeds \$1,000,000, the Contractor must insert the substance of this clause, including this paragraph (c), if paragraph (a) requires submitting cost or pricing data for the subcontract. |
| 3.2.2.3-29 | Integrity of Unit Prices (Jul-04) | Yes, the Contractor must insert the substance of this clause, except paragraph (c), in all subcontracts. |

| Clause No. | Clause Name | Applicability |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.2.2.3-30 | Termination of Defined Benefit Pension Plan (Jul-04) | Yes, the Contractor must include the substance of this clause in all subcontracts under this contract requiring cost and price data and with a value exceeding \$1,000,000. |
| 3.2.2.3-36 | Reversing or Adjusting of Plans for Postretirement Benefits Other than Pensions (PRB) (Jul-04) | Yes, the Contractor must include the substance of this clause in all subcontracts under this contract which exceed \$1,000,000 in value and for which we require cost and price data. |
| 3.2.2.3-37 | Notification of Ownership Changes (Jul-04) | Yes, the Contractor must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data. |
| 3.2.2.3-54 | Preventing Accidents (Jul-04) | Yes, Contractor must insert this clause, including paragraph (e), with appropriate changes in the designation of the parties, in all subcontracts. |
| 3.2.2.3-60 | Specifications, Drawings, and Material Offers (Mar-09) | Yes, Contractor must insert this clause, with appropriate changes in the designation of the parties, in all subcontracts. |
| 3.2.2.7-6 | Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Apr-11) | Yes, the Contractor must include the requirements of this clause, including this paragraph (d) (appropriately modified for the identification of the parties), in each subcontract that (1) Exceeds \$30,000 in value; and (2) Is not a subcontract for commercial items. |
| 3.2.3-2 | Cost Accounting Standards (Oct-19) | Yes, applies only to negotiated subcontracts in of \$2,000,000 or more where the price negotiated is not based on: (1) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or (2) Prices set by law or regulation, and except that the requirement must not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in CAS rules. |
| 3.2.3-3 | Disclosure and Consistency of Cost Accounting Practices (Oct-19) | Yes, the Contractor must include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and must require such inclusion in all other subcontracts of any tier, except that (1) If the subcontract is awarded to a business unit which pursuant CAS rules is required to follow all CAS, the clause entitled "Cost Accounting Standards" must be inserted in lieu of this clause; or (2) This requirement must apply only to negotiated subcontracts of \$2,000,000 or more where the price negotiated is not based (i) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or (ii) Price set by law or regulation; or (3) The requirement must not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified CAS rules. |
| 3.2.3-5 | Administration of Cost Accounting Standards (Oct-19) | Yes, the Contractor must include in all subcontracts subject either to the CAS clause, 3.2.3-2, or to the Disclosure and Consistency of Cost Accounting Practices clause, 3.2.3-3. |

| Clause No. | Clause Name | Applicability |
|-----------------|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.2.4-14 | Incentive Price Revision-Firm Target (Oct-19) | Yes, the Contractor must (1) insert in each price redetermination or incentive price revision subcontract the substance of paragraph (i), and paragraph (j), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (i)(2) relating to tax credits; and (2) include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (i), and paragraph (j), modified as required by subparagraph (j)(1). |
| 3.2.4-15 | Incentive Price Revision-Successive Targets (Oct-19) | Yes, the Contractor must (1) insert in each price redetermination or incentive price revision subcontract the substance of paragraph (i), and paragraph (j), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (i)(2) relating to tax credits; and (2) include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (i), and of this paragraph (j), modified as required by subparagraph (j)(1). |
| 3.2.5-5 | Anti-Kickback Procedures (Oct-19) | Yes, must be used in all subcontracts which exceed \$150,000. |
| 3.2.5-6 | Restrictions on Subcontractor Sales to the FAA (Oct-19) | Yes, the Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract. |
| 3.2.5-7 | Disclosure Regarding Payments to Influence Certain Federal Transactions (Oct-19) | Yes, the Contractor must include in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000. |
| 3.2.5-13 | Contractor Code of Business Ethics and Conduct (Apr-10) | Yes, the Contractor must include in all subcontracts to large business concerns that have a value equal to or in excess of \$5,000,000, and a performance period of more than 120 days. |
| 3.2.5-14 | Display of Hotline Poster(s) (Apr-08) | Yes, include in all subcontracts expected to equal or exceed \$5,000,000, except for acquisition of a commercial item or the contract is performed entirely outside the United States. |
| 3.3.1-19 | Prompt Payment for Construction Contracts (Jan-21) | Yes, the Contractor must include in each subcontract for property or services (including a material supplier). |
| 3.3.1-20 | Providing Accelerated Payment to Small Business Subcontractors (Oct-12) | Yes, the Contractor must include in all subcontracts with small businesses. |
| 3.3.1-31 | Alternate III - Progress Payments (Jul-18) | Yes, the Contractor flows down the provisions of this subparagraph to its subcontractors at all tiers. |
| 3.4.1-10 | Insurance – Work on a Government Installation (Oct-20) | Yes, the Contractor must include in subcontracts under this contract that require work on a Government installation. |

| Clause No. | Clause Name | Applicability |
|-----------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.4.2-1 | State of New Mexico Gross Receipts and Compensating Tax (Jul-19) | Yes, the Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets these criteria is a cost reimbursement contract. |
| 3.5-1 | Authorization and Consent (Jan-19) | Yes, the Contractor must include in all subcontracts that are expected to exceed \$150,000. |
| 3.5-2 | Notice and Assistance Regarding Patent and Copyright Infringement (Jan-09) | Yes, the Contractor must include the substance of this clause, including paragraph (c), in all subcontracts that are exceeded to exceed the simplified purchasing threshold. |
| 3.5-8 | Refund of Royalties (Jan-09) | Yes, the Contractor must include in any subcontract in which the amount of royalties reported during negotiation of the subcontract exceeds \$250. |
| 3.5-9 | Filing of Patent Applications-Classified Subject Matter (Jan-09) | Yes, the Contractor must include the substance of this clause, including this paragraph (e), in all subcontracts that cover or are likely to cover classified subject matter. |
| 3.5-10 | Patent Rights – Ownership by the Contractor (Jan-09) | Yes, the Contractor must include in all other subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization, or include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required to adequately protect the Government's interests consistent with section 3.5 of the FAA Acquisition Management System. |
| 3.5-12 | Patent Rights – Ownership by Government (Jan-09) | Yes, the Contractor must include in all subcontracts for experimental, developmental, or research work. |
| 3.6.2-1 | Contract Work Hours and Safety Standards Act-Overtime Compensation (Oct-18) | Yes, the Contractor must include in all subcontracts exceeding \$150,000. |
| 3.6.2-5 | Certification of Nonsegregated Facilities(MAR 2009) | Yes, the Contractor must include in all subcontracts expected to exceed \$10,000. |
| 3.6.2-9 | Equal Opportunity (Jul-20) | Yes, the Contractor must include in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. |
| 3.6.2-12 | Equal Opportunity for Veterans (Jul-20) | Yes, the Contractor must include in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary. |
| 3.6.2-13 | Affirmative Action for Workers With Disabilities (Jul-20) | Yes, the Contractor must include in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. |
| 3.6.2-14 | Employment Reports on Veterans (Jan-20) | Yes, in every subcontract or purchase order of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. |
| 3.6.2-16 | Notice to the Government of Labor Disputes (Oct-18) | Yes, the Contractor must include in any subcontract to which a labor dispute may delay the timely performance of this contract. |
| 3.6.2-18 | Davis Bacon Act (Oct-18) | Yes, See 3.6.2-22. |

| Clause No. | Clause Name | Applicability |
|-----------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.6.2-19 | Withholding-Labor Violations (Jul-17) | Yes, See 3.6.2-22. |
| 3.6.2-20 | Payrolls and Basic Records (Apr-17) | Yes, See 3.6.2-22. |
| 3.6.2-21 | Apprentices, Trainees, and Helpers (Jan-19) | Yes, See 3.6.2-22. |
| 3.6.2-22 | Subcontracts (Labor Standards) (Jan-19) | The Contractor or subcontractor must include in any subcontracts the clauses entitled "Davis-Bacon Act," "Apprentices, Trainees and Helpers," "Payrolls and Basic Records," "Withholding -- Labor Violations," "Subcontracts (Labor Standards)," and "Certificate of Eligibility." The Contractor must include a clause requiring its subcontractors to include these clauses in any lower-tier subcontracts. The Prime Contractor must be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph. |
| 3.6.2-23 | Certification of Eligibility (Jan-19) | Yes, See 3.6.2-22. |
| 3.6.2-24 | Affirmative Action Compliance Requirements for Construction (Jan-19) | Yes, if the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 must include this clause, including the goals for minority and female participation stated herein. |
| 3.6.2-28 | Service Contract Labor Standards (Oct-20) | Yes, the Contractor agrees to insert this clause in all subcontracts subject to the Act. |
| 3.6.2-35 | Prevention of Sexual Harassment (Oct-18) | Yes, if the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract must include this provision. |
| 3.6.2-39 | Trafficking in Persons (Apr-19) | Yes, the Contractor must include the substance of this clause, including this paragraph, in all subcontracts and in all contracts with agents. |
| 3.6.2-41 | Employment Eligibility Verification (Oct-19) | Yes, the Contractor must include in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States. |
| 3.6.2-43 | Project Labor Agreement (Jan-19) | Yes, the Contractor must include in all subcontracts engaged in construction on the construction project. |
| 3.6.2-43 | Alternate I - Project Labor Agreement (Jan-19) | Yes, the Contractor must include in all subcontracts with subcontractors engaged in construction on the construction project. |
| 3.6.2-44 | Notification of Employee Rights Under the National Labor Relations Act (Jan-19) | Yes, the Contractor must include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor. |
| 3.6.2-46 | Paid Sick Leave (Oct-20) | Yes, the contractor (as defined in 29 CFR 13.2) must insert this clause in all of its covered subcontracts and must require its subcontractors to include this clause in any covered lower-tier subcontracts. |

| Clause No. | Clause Name | Applicability |
|----------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.6.3-6 | Notice of Radioactive Materials (Jul-08) | Yes, in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause. |
| 3.6.4-10 | Restrictions on Certain Foreign Purchases (Jan-20) | Yes, the Contractor must insert this clause, including paragraph (c), in all subcontracts. |
| 3.6.4-21 | Export Control (Jul-14) | Yes, the Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors and consultants helping to perform this contract. |
| 3.6.4-23 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Jan-21) | Yes, the Contractor must insert the substance of this clause, including paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items. |
| 3.8.2-15 | Indemnification and Medical Liability Insurance (Jul-19) | Yes, the Contractor must include in all subcontracts under this contract for health care services. |
| 3.8.2-18 | Certification of Data (Apr-17) | Yes, the offeror agrees to obtain a similar certification from its subcontractors. |
| 3.8.2-19 | Prohibition on Advertising (Jul-19) | Yes, the contractor agrees to insert this clause in its subcontracts. |
| 3.10.2-2 | Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (Jul-17) | Yes, the Contractor must include in each cost-reimbursement subcontract under this contract a requirement that the subcontractor insert the substance of the appropriate modified subparagraph referred to in subparagraph (1) above in each lower tier price redetermination or incentive price revision subcontract under that subcontract. |
| 3.10.2-6 | Subcontracts for Commercial Items and Commercial Components (Apr-96) | Yes, the Contractor must include the terms of this clause, including paragraph IV, in subcontracts awarded under this contract. |
| 3.10.3-2 | Government Property - Basic Clause (Apr-96) | Yes, the Contractor must include in all subcontracts under which Government property is acquired or furnished for subcontract performance. |
| 3.11-3 | Capability to Perform a Contract for the Relocation of a Federal Office (Apr-99) | If the move specified in this contract will not be performed by the Contractor as carrier, it must be performed for the Contractor by a carrier operating under a subcontract with the Contractor. In this case, the Contractor must not be subject to the requirements of paragraphs (a) and (b) above, but must be responsible for requiring and ensuring that the subcontractor carrier complies with those requirements in every respect. |
| 3.11-3 Alt. 1 | Capability to Perform a Contract for the Relocation of a Federal Office | If the move specified in this contract will not be performed by the Contractor as carrier, it must be performed for the Contractor by a carrier operating under a subcontract with the Contractor. In this case, the Contractor must not be subject to the requirements of paragraph (a) above, but must be responsible for requiring and ensuring that the subcontractor carrier complies with those requirements in every respect. |
| 3.11-61 | Preference for U.S. Flag Carriers (Apr-99) | Yes, the Contractor must include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation. |

| Clause No. | Clause Name | Applicability |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.11-62 | Preference for Privately Owned U.S. Flag Commercial Vessels (Apr-96) | Yes, except for contracts at or below the simplified acquisition threshold, the Contractor must insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract. |
| 3.13-13 | Contractor Policy to Ban Text Messaging While Driving (Jan-11) | Yes, the Contractor must include in all subcontracts above \$150,000. |
| 3.13-15 | Confidentiality of Data and Information (Nov-16) | Yes, the contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. |
| 3.13-16 | Records Management (Jan-20) | Yes, the Contractor must incorporate the substance of this clause, its terms and requirements including this paragraph (i), in all subcontracts under this contract. |
| 3.14-1 | Security Requirements - Classified Contracts (Jul-02) | Yes, the Contractor must include in all subcontracts under this contract that involve access to classified information. |
| 3.14-2 | Contractor Personnel Suitability Requirements (Jan-19) | Yes, the Contractor must include in all subcontracts under this contract that involve access and where the exceptions under FAA Order 1600.72 do not apply. |
| 3.14-4 | Access to FAA Facilities, Systems, Government Property, and Sensitive Information (Jan-19) | Yes, the Contractor must insert this clause in all subcontracts under the contract. |
| 3.14-6 | Privacy or Security Safeguards (Nov-16) | Yes, the Contractor must insert this clause in all subcontracts under the contract. |
| 3.14-9 | Information Security Continuous Monitoring (ISCM) and Forensics on Contractor Systems (Jan-19) | Yes, the Contractor must include in all applicable subcontracts. |
| 3.14-11 | Privacy Act (Oct-18) | Yes, include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, and/or operation of a system of records on individuals that is subject to the Act; and (3) Include this clause, including subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, and/or operation of such a system of records. |
| 3.17-1 | American Recovery and Reinvestment Act-Reporting Requirements (Jul-2010) | Yes, the Contractor must include for any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000, the Contractor must require the subcontractor to provide the information described in paragraphs (d)(1)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. |
| 3.17-2 | Authority of the Inspector General and Comptroller General Relating to Contracts Using American Recovery and Reinvestment Act Funding (APR-2009) | Yes, the Department of Transportation Inspector General or the Comptroller General has, the Inspector General and Comptroller General are further authorized-- (a) to examine any records of the contractor or any of its subcontractors that pertain to, and involve transactions relating to, the contract or subcontract. |
| 3.17-3 | Whistleblower Protections under the American Recovery and Reinvestment Act (Jul-2010) | Yes, the Contractor must include the substance of this clause including this paragraph (b) in all subcontracts that are funded in whole or in part with Recovery Act funds. |



eFAST MOA
ATTACHMENT J-3
GENERAL LABOR CATEGORY DESCRIPTIONS & QUALIFICATIONS

I. Labor Categories (LCAT)

| Section | Labor Category Series\Functional Area | ATS | BAM | R&D | ES | CSD | CSS | D&T | M&R |
|---------|------------------------------------------|-----|-----|-----|----|-----|-----|-----|-----|
| 1 | Management | P | P | P | P | P | P | P | P |
| 2 | Scientist/Engineer/Systems Analyst | P | | P | P | | | | P |
| 3 | Computer Scientist/Systems Analyst | | | | P | P | P | | |
| 4 | Information Technology Analyst | | | | | P | P | | |
| 5 | System Security/Information Assurance | | | | P | P | P | | |
| 6 | Technical Writer | | | | P | P | | P | |
| 7 | Writer/Editor | | P | | | | | P | |
| 8 | Acquisition/Procurement/Contract/Analyst | | P | | | | | | |
| 9 | Business/Financial/Management/Analyst | | P | | | | | | |
| 10 | Trainer/Training Material Specialist | | | | | | | P | |
| 11 | Technical Support | P | | P | P | P | P | | P |
| 12 | Administrative Support | | P | | | | | | |

Note: "P" denotes primary LCAT under the functional area.

The following qualifications (required degree and relevant experience) apply to all LCAT series except management, technical support and administrative support. Required degree is bachelor's degree unless otherwise specified.

| LCAT | Degree | Certification | Relevant years |
|----------------------|--------|---------------|----------------|
| Senior Ph.D. | Ph.D. | N | 10 |
| Senior Certification | Y | Y | 10 |
| Senior II | Y | N | 15 |
| Senior I | Y | N | 8 |
| Intermediate II | Y | N | 5 |
| Intermediate I | Y | N | 3 |
| Associate | Y | N | 1 |

1. Management series

A. Description: This series covers program and project management functions. The Program Manager (PM) is the most senior of the series and has responsibility for more than one project or has responsibility for a very large project. The Technical Project Manager (TPM) provides normal project management functions including technical leadership, quality assurance, and decision-oriented recommendations. The Administrative Project Manager covers contracts and situations that require no technical leadership and provides status and progress reporting while providing an administrative connection between onsite contractor staff and contractor's home



office.

B. Qualifications:

1. The educational requirement is identical to the non-support series in the functional area that are designated as primary labor categories.
2. The Project Control Analyst experience must be relevant to project control. The experience must be similar or identical to the following: project schedule, project plan, critical path and dependency analysis, resource allocation, baseline management, status monitoring, and related project management activities.
3. For the PM and TPM labor categories, Project Management Professional (PMP), Portfolio Management Professional (PfMP), Program Management Professional (PgMP) or equivalent project or program management certification is required.
4. For the Task Leader experience, two (2) of the five (5) years must have been in a lead role.

C. Experience:

Program Manager (required degree + 15 relevant years)

Technical Project Manager (required degree + 1 relevant years)

Administrative Project Manager (required degree + 10 relevant years)

Task Leader (required degree + 5 relevant years)

Project Control Analyst (required degree + 2 relevant years)

2. Scientist/Engineer/Systems Analyst series (SESA)

A. Description: This series covers engineers, professional licensed engineers, scientists, and NAS systems analysts. The series is intended to provide services in support of NAS systems rather than business oriented information technology (IT) systems. There are NAS support systems that are administrative in nature that have an active interface to the NAS that may require some of these skills to maintain and engineer the interface. Some of the logistics elements, reliability, maintainability availability, failure analysis and effects, electromagnetic compatibility and interference, test and evaluation, technical provisioning, etc. are performed by this labor category. The series is also intended to provide engineering service in support of air transportation support activities for operational locations including facility maintenance, modification, and remediation as well as various levels of equipment repair. R&D support service resources may be specified from this labor category series.

B. Education: Engineering, math, or science degree is required.

For Human Factors Analysts: Psychology and related human factor specialized degrees are acceptable.

When supporting tasks that are unique to FAA NAS systems and NAS operations such as: Air Traffic Operations, Air Traffic Safety System, Air Traffic Management, Air Traffic Operations Training, Air Traffic Safety System Training, Aviation Safety, Technical Operations, System Operations or Air Traffic Management Training, and similar, for the senior levels, any combination of degree, certification and relevant experience will be considered if the relevant



experience requirement is satisfied; while most cases hold specialized FAA and aviation unique certifications, relevant experience without degree or certification is considered.

3. Computer Scientist/Systems Analyst series (CSSA)

A. Description: This series provides computer engineering and computer systems analysis under ES, computer science and software engineering under CSD and CSS. The major difference between the domains is typically the real time, safety critical, safety of flight orientation of the ES domain and the administrative systems domain of CSD and CSS. These domains are related within the FAA and do overlap. For clarity, a computer scientist working in ES domains primarily focus on physical multiple sensor and communications systems, real time and safety of flight while the software engineer working in CSS would focus on database related workflow or administrative system.

B. Education: Engineering, math, or science degree is required.

For Human Factors Analysts: Psychology and related Human Factor specialized degrees are acceptable.

When supporting tasks that are IT Systems Architecture, Enterprise Architecture, or Network Analysis/Design/Test, for the senior levels, any combination of degree, certification and relevant experience will be considered if the relevant experience requirement is satisfied; while most cases hold specialized large scale system design unique certifications, relevant experience without degree or certification is considered.

4. Information Technology Analyst series (ITA)

A. Description: This series provides IT services in facilities planning, operations and support; storage systems analysis, design/test, and administration; server system analysis, design/test and administration; database analysis, design/test, administration; website analysis, design/test, and administration; web application analysis, design/test and administration; LAN analysis, design/test and administration; user support planning, operations and administration; and related IT systems functions.

B. Education: Information systems, business systems, management information systems, IT management, or any other IT degrees is required. Engineering, math, and science degrees are acceptable substitute degrees.

5. System Security/Information Assurance Analyst series (SSIAA)

A. Description: This series provides NAS systems security engineering under ES and IT systems security in compliance with the NIST standards under CSD and CSS. This labor category covers all security related specialty engineering functions under engineering services and all information assurance functions under computer systems development and computer systems support.



B. Education: The educational requirement is identical to the non-support series in the functional area. When supporting tasks that fall within the scope of ES, the degree and experience requirement is identical to the Scientist/Engineer/Analyst or the Computer Scientist/Systems Analyst. When supporting tasks that fall within the scope of CSD and CSS, the degree and experience requirements are identical to the Computer Scientist/Systems Analyst.

For the senior levels, any combination of degree, certification and relevant experience will be considered if the relevant experience requirement is satisfied; while most cases hold specialized computer system security and network security unique certifications, relevant experience without degree or certification is considered.

6. Technical Writer (TW)

A. Description: This series provides support to read and analyze highly technical materials and to create presentations of that information. This may be specifications, drawings, user manuals, presentations, reports, or training documents. The series is intended for use on NAS systems under ES and on IT systems under CSD.

B. Education: The educational requirement is identical to the non-support series in the functional area. When supporting tasks that fall within the scope of ES, the degree and experience requirements are identical to the Scientist/Engineer/Analyst or the Computer Scientist/Systems Analyst. When supporting tasks that fall within the scope of CSD, the degree and experience requirements are identical to the Computer Scientist/Systems Analyst.

7. Writer/Editor (WE)

A. Description: This series is to provide non-technical writing support. The writer may prepare documents as part of business operations, or as part of D&T. The editor is focused on the same areas as the writer and can be applied in each area. This category includes the creation of content for web pages, as well as graphic design.

B. Education: Education, English, journalism, history, political science, arts or any equivalent degree is required. Graphic Design and similar degrees are allowable.

8. Acquisition/Procurement/Contract Analyst series (APCA)

A. Description: This series provides expertise ranging from senior level certified acquisition experts advising the implementation and management of major acquisitions, to more administrative processing of routine contractual actions. This series is unique in that it resides in BAM, but requires insight and knowledge of all other functional areas.

B. Education: A 4-year course of study leading to a bachelor's degree with a major in any field that included or was supplemented by; at least 24 semester hours in any combination of the following fields: accounting, business, finance, law, contracts, purchasing, economics, industrial management, marketing, quantitative methods, or organization and management is required.



Certifications: DAWIA Level 3, FAC-C Professional, or other federal government agency issued contracting professional certifications equivalent

9. Business/Financial/Management Analyst series (BFMA)

A. Description: This series is focused on the coordination, accounting, planning and administration functions. The management analyst provides business management functions such as budgeting, financial analysis and planning and control of funding and allocation of funding. These functions include business process analysis to describe and create defined business and operations controls and processes. Additionally, this labor category will provide support to the business and management elements of logistics support.

B. Education: A 4-year course of study leading to a bachelor's degree with a major in any field that included or was supplemented by; at least 24 semester hours in any combination of the following fields: accounting, business, finance, law, contracts, purchasing, economics, industrial management, marketing, quantitative methods, or organization and management is required.

10. Training/Training Material Specialist series (TTMS)

A. Description: This series appears only in D&T. These are specialists in creating and delivering training documentation. These are specialists in education, in teaching, and in creating structured lesson plans and formal training programs. These are not the technical experts who generate the more technical portion of the documents. They are covered in ES and CSD.

B. Education: Education, English, journalism, history, or political science degree is required.

11. Technical Support series (TS)

A. Description: Technical support varies widely. In ATS, technical support includes everything from modification of facilities, to testing sites, remediation of sites, and similar technician activity. In BAM, technical support includes graphical artist specialists. In CSD, technical support includes graphical design. For ES, technical support means technicians to support the engineering efforts. These may be test technicians, installation technicians, support technicians, etc. In CSD, technical support is helpdesk, computer installation, copier support, telephone support, etc. In equipment maintenance, the technical support is an equipment repair technician and includes depot through field repairs.

B. Education/experience:

Level IV (HS + 10 relevant years)

Level III (HS + 6 relevant years)

Level II (HS + 3 relevant years)

Level I (HS + 0 relevant year)



12. Administrative Support series (AS)

A. Description: This series is office oriented, clerical, coordinating, in an administrative role. Typical functions include: telephone answering, desk staffing, copying, data entry, regular cyclical report generation, distribution, pre-defined task execution. BAM is the only one functional area that supplies administrative support.

B. Education/experience:

Level IV (HS + 10 relevant years)

Level III (HS + 6 relevant years)

Level II (HS + 3 relevant years)

Level I (HS + 0 relevant year)

13. Subject Matter Expert (SME)

The SME is not anticipated. The SME is not a senior expert with a certification or a Ph.D. The expert is uniquely qualified and the need for the expertise as well as the supporting cost data are part of documenting the rationale for this category.

14. Introduction of New Service (IONS)

A new or improved service not currently available under any of the eFAST labor categories that has the potential to provide more economical or efficient means for the Government. It may be a service existing in the commercial market not yet introduced to the Federal Government or a service that has been improved. As determined by the Government, there are no similar services available under an existing function area. IONS must be unique as its need and supporting cost data are part of documenting the rationale for this category.

Notes:

1. Non-support series: Labor categories other than Technical Support & Administrative Support
2. HS = high school diploma or GED

II. Definitions and Allowable Substitutions:

1. A master's degree in an appropriate discipline will be considered equivalent to two (2) years of relevant experience. A doctoral or Doctor of Philosophy degree (Ph.D.) in an appropriate discipline will be considered equivalent to four (4) years of relevant experience.
2. Eight (8) years for non IT Analyst Series, and six (6) years for the IT Analyst Series, of relevant experience over and above the minimum experience requirements for the position will be considered equivalent to a bachelor's degree.
3. Six (6) years for non IT Analyst series, and five (5) years for the IT Analyst series, of relevant experience over and above the minimum experience requirements for the position will be considered equivalent to a bachelor's degree, when combined with relevant, non-introductory and non-survey training totaling 60 Continuing Education Credits (CEU). Ten (10) learning



program activity hours is equivalent to 1 CEU. The CEU must be accredited by International Association for Continuing Education & Training (IACET) or equivalent.

4. Five (5) years for non IT Analyst series, and four (4) years for the IT Analyst series, of relevant experience over and above the minimum experience requirements for the position will be considered equivalent to a bachelor's degree, when combined with a relevant certification equivalent to PMP, Information Technology Infrastructure Library (ITIL) Expert, Information Technology Infrastructure Library (ITIL) Master, Certified Information Systems Security professional (CISSP), Cisco Certified Architect (CCA), Cisco Certified Internetwork Expert (CCIE), Cisco Certified Network Professional (CCNP), Microsoft Certified Architect (MCA), Microsoft Certified Master (MCM), Microsoft Certified IT Professional (MCITP), Microsoft Certified Professional Developer (MCPD), Certified Professional Contract Manager (CPCM), or Certified Professional Logistician (CPL).
5. In the support labor categories, an appropriate bachelor's degree will be considered equivalent to two (2) years of relevant experience. In the support labor categories, an appropriate associate's degree will be considered equivalent to one (1) year of relevant experience.
6. An accredited bachelor's or master's degree not listed or not considered equivalent will be counted as one (1) year of relevant experience; an accredited Ph.D. degree not listed or not considered equivalent will be counted as (2) two years of relevant experience.
7. Relevant experience is experience directly reflecting the work, task or project being evaluated. The nature of the activities, analyses and work products must be very similar or identical to those of the intended project.
8. General experience is any experience.
9. There is no education substitution for Ph.D. degrees.
10. Relevant training is training that directly adds knowledge and skills supporting the activities, analyses and work products of the intended project.
11. Unless otherwise specified, the term "degree" is defined as bachelor's degree.
12. A college degree must be from an accredited United States institution, or a waiver may be submitted that documents the equivalence by a credible credential evaluation.
13. Certification is official recognition of professional level expertise by a trade association, industry organization, an industry or trade governance organization, an educational institution, a government agency or department, or a large corporation with a market dominant product. Certification denotes an advanced level of specific expertise commensurate with advanced educational degrees. Certification may result from work experience, education, training or a combination thereof. Certification must be current or active at the time of proposal submission.



14. Nonprofessional unpaid experience such as internships during college does not count toward the years of experience. The one exception is for graduate level experience conducting research in subjects matter directly relevant to the work proposed.

15. The Government does not consider waivers for PMP requirement. However, allowable substitutions for PMP are Prince2 Certification (UK) from APMG International, Certified Projects Director (Level A) and Certified Senior Project Manager (level B) from International Project Management Association (IPMA), master's degree in system engineering management, or DAU Level 3 certification in: Engineering, facilities engineering, life cycle logistics, production quality manufacturing, program management, science and technology management, or test and evaluation.

16. For Scientist/Engineer/Systems Analyst, Computer Scientist/Systems Analyst, and System Security/Information Assurance Analyst series, the Contractor must initiate a waiver request and provide a justification. The key rationale will be that of the program/technical office validating the applicability of the proposed resource to support the mission. The Contractor must draft the request outside the online application and submit online once a working draft has been created.

17. In any of the LCAT series above, any combination of degree, certification, training or relevant experience will be considered.

III. Labor Categories and Codes

| LCAT | Abbreviation | Code (last 3 digits) |
|---------------------------------------------------------|---------------------|-----------------------------|
| Program Manager | PM | 001 |
| Technical Project Manager | TPM | 002 |
| Administrative Project Manager | APM | 003 |
| Task Leader | TL | 004 |
| Project Control Analyst | PCA | 005 |
| Associate Scientist/Engineer/Systems Analyst | ASESA | 006 |
| Intermediate I Scientist/Engineer/Systems Analyst | I1SESA | 007 |
| Intermediate II Scientist/Engineer/Systems Analyst | I2SESA | 008 |
| Senior I Scientist/Engineer/Systems Analyst | SR1SESA | 009 |
| Senior Certification Scientist/Engineer/Systems Analyst | SRCSESA | 010 |
| Senior II Scientist/Engineer/Systems Analyst | SR2SESA | 011 |
| Senior PhD Scientist/Engineer/Systems Analyst | SRPHDSESA | 012 |
| Associate Computer Scientist/Systems Analyst | ACSSA | 013 |
| Intermediate I Computer Scientist/Systems Analyst | I1CSSA | 014 |
| Intermediate II Computer Scientist/Systems Analyst | I2CSSA | 015 |
| Senior I Computer Scientist/Systems Analyst | SR1CSSA | 016 |
| Senior Certification Computer Scientist/Systems Analyst | SRCSSA | 017 |
| Senior II Computer Scientist/Systems Analyst | SR2CSSA | 018 |
| Senior PhD Computer Scientist/Systems Analyst | SRPHDCSSA | 019 |
| Associate IT Analyst | AITA | 020 |
| Intermediate I Information Technology Analyst | I1ITA | 021 |
| Intermediate II Information Technology Analyst | I2ITA | 022 |
| Senior I IT Analyst | SR1ITA | 023 |
| Senior Certification IT Analyst | SRCITA | 024 |



| | | |
|--------------------------------------------------------------------|------------|-----|
| Senior II IT Analyst | SR2ITA | 025 |
| Senior PhD IT Analyst | SRPHDITA | 026 |
| Associate System Security/Information Assurance Analyst | SRPHDITA | 027 |
| Intermediate I System Security/Information Assurance Analyst | I1SSIAA | 028 |
| Intermediate II System Security/Information Assurance Analyst | I2SSIAA | 029 |
| Senior I System Security/Information Assurance Analyst | SR1SSIAA | 030 |
| Senior Certification System Security/Information Assurance Analyst | SRCSSIAA | 031 |
| Senior II System Security/Information Assurance Analyst | SR2SSIAA | 032 |
| Senior PhD System Security/Information Assurance Analyst | SRPHDSSIAA | 033 |
| Associate Technical Writer | ATW | 034 |
| Intermediate I Technical Writer | I1TW | 035 |
| Intermediate II Technical Writer | I2TW | 036 |
| Senior I Technical Writer | SR1TW | 037 |
| Senior Certification Technical Writer | SRCTW | 038 |
| Senior II Technical Writer | SR2TW | 039 |
| Senior PhD Technical Writer | SRPHDTW | 040 |
| Associate Writer/Editor | AWE | 041 |
| Intermediate I Writer/Editor | I1WE | 042 |
| Intermediate II Writer/Editor | I2WE | 043 |
| Senior I Writer/Editor | SR1WE | 044 |
| Senior Cert Writer/Editor | SR CWE | 045 |
| Senior II Writer/Editor | SR2WE | 046 |
| Senior PhD Writer/Editor | SRPHDWE | 047 |
| Associate Acquisition/Procurement/Contract/Analyst | AAPCA | 048 |
| Intermediate I Acquisition/Procurement/Contract/Analyst | I1APCA | 049 |
| Intermediate II Acquisition/Procurement/Contract/Analyst | I2APCA | 050 |
| Senior I Acquisition/Procurement/Contract/Analyst | SR1APCA | 051 |
| Senior Certification Acquisition/Procurement/Contract/Analyst | SR CAPCA | 052 |
| Senior II Acquisition/Procurement/Contract/Analyst | SR2APCA | 053 |
| Senior PhD Acquisition/Procurement/Contract/Analyst | SRPHDAPCA | 054 |
| Associate Business/Financial/Management/Analyst | ABFMA | 055 |
| Intermediate I Business/Financial/Management/Analyst | I1BFMA | 056 |
| Intermediate II Business/Financial/Management/Analyst | I2BFMA | 057 |
| Senior I Business/Financial/Management/Analyst | SR1BFMA | 058 |
| Senior Certification Business/Financial/Management/Analyst | SR CBFMA | 059 |
| Senior II Business/Financial/Management/Analyst | SR2BFMA | 060 |
| Senior PhD Business/Financial/Management/Analyst | SRPHDBFMA | 061 |
| Associate Trainer/Training Material Specialist | ATTMS | 062 |
| Intermediate I Trainer/Training Material Specialist | I1TTMS | 063 |
| Intermediate II Trainer/Training Material Specialist | I2TTMS | 064 |
| Senior I Trainer/Training Material Specialist | SR1TTMS | 065 |
| Senior Certification Trainer/Training Material Specialist | SRCTTMS | 066 |
| Senior II Trainer/Training Material Specialist | SR2TTMS | 067 |
| Senior PhD Trainer/Training Material Specialist | SRPHDTTMS | 068 |
| Technical Support I | TS1 | 069 |
| Technical Support II | TS2 | 070 |
| Technical Support III | TS3 | 071 |
| Technical Support IV | TS4 | 072 |
| Administrative Support I | AS1 | 073 |



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| Administrative Support II | AS2 | 074 |
| Administrative Support III | AS3 | 075 |
| Administrative Support IV | AS4 | 076 |

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ATTACHMENT J-9
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