



**SCREENING INFORMATION REQUEST (SIR)
DTFAWA-16-R-00005**

**ELECTRONIC FEDERAL AVIATION ADMINISTRATION
ACCELERATED AND SIMPLIFIED TASKS
MASTER ORDERING AGREEMENT
(eFAST MOA)
2017**

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

www.faa.gov/go/efast

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GENERAL

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

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

(1) MASTER ORDERING AGREEMENT

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

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

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

(2) MOA CEILING AMOUNT

The combined total ceiling amount for all MOAs under eFAST for the entire 15 year period of performance (2010-2024) is \$7.4 billion.

(3) ELIGIBILITY

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

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

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

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

Other NAICS codes (within the overall scope of this MOA) not specified in this MOA will also be considered for a contract or task order.

B.2 SUPPLIES/SERVICES AND PRICES/COSTS

(1) FULLY BURDENED LABOR RATES

The labor rates are “fully burdened ceiling rates.” A fully burdened ceiling rate is defined as the direct hourly labor rate that includes wages, overhead, general and administrative expenses, profit, fringe benefits, and direct tax/labor/payroll burden. These rates, which will represent the

maximum labor rates that the Government will consider and/or accept during the life of the MOA, will be used on all fixed price, Time and Materials and Labor Hours contracts or task orders issued under this MOA. No other labor rates will be recognized unless lower rates are offered.

For a given year, each labor category in a Functional Area (FA), there are only two labor rates (1 for government onsite and 1 for contractor offsite) applicable whether the Contractor or its subcontractor(s) perform(s) work under this MOA. Furthermore, the Contractor may not charge the Government for any additional cost for subcontracting work. The "contractor site" rates include all costs associated with necessary computer equipment, computer usage, reproduction services, information systems, telephones including cell phone services, and any other costs associated with running a successful business.

Subcontracting or consulting work must be categorized as direct labor, not Other Direct Costs (ODCs).

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

MOA holders' ceiling rates are posted on <http://www.faa.gov/go/efast>.

(2) LABOR CATEGORIES

General labor category descriptions, qualifications and allowable substitutions are specified in Attachment J-3. Labor categories are designated as primary and secondary for each FA.

There are 76 labor categories.

Primary labor categories are defined as work activities that are within the scope of the FA.

Secondary labor categories are defined to include work that supports, augments or is otherwise related to the primary work undertaken.

The FAA may add new labor categories either at the MOA level or at the contract or task order level. If and when labor categories are created, the resulting labor categories will be added to one or more FAs, and designated as primary and secondary for each FA as appropriate. The new labor categories will be refinements of the general labor categories defined in this MOA.

The general ceiling rates define the maximum rates for any new labor category created as a refinement of the general labor category in a FA. The Contractor will be required to propose ceiling rates for new labor categories in the FAs for which they are qualified, on an ad hoc basis.

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

This MOA is primarily for professional, technical and administrative support services. Absent special authorization, the MOA does not apply to purchases for other than labor services (incidental services) unless they are considered to be within scope and ancillary to the overall contract or task order. When authorized, these supplies/services (incidental services) will be considered ODCs and have applied to them to a standard fixed Administrative Handling Rate

(AHR). The Contractor may use the AHR to recoup the administrative and handling costs associated with said supplies/services. The AHR will consist of a contractually specified percentage (applied to the ODC's) that the Contractor will invoice the Government for its handling of ODCs.

Only one AHR may be charged regardless whether the prime Contractor or subcontractor incurs ODCs per contract or task order.

The AHR may be negotiated with the Contracting Officer (CO) at the contract or task order level. The Contracting Officer will ensure that the AHR does not exceed the percentage specified in the MOA. An AHR is fixed and will not be changed during the life of the MOA unless the Contractor proposes lower rates.

Before incurring any ODCs, including travel, for a contract or task order, the Contractor must obtain written approval from the Contracting Officer and/or Program Office Contracting Officer Representative (Program Officer COR) as specified in the contract or task order. The Contractor will provide the Contracting Officer/Program Office COR with estimated costs of the ODCs. Whenever possible, it is required that sales tax exempt forms are to be provided to vendors when ODCs are purchased. Unauthorized ODCs will not be reimbursed.

(4) TRAVEL (ODCs)

All required travel will be specified in a contract or task order. When travel is required, the costs of transportation, lodging, subsistence and incidental expenses (per diem) incurred by the Contractor must comply with the limitations as set forth in FAA Travel Policy, Federal Travel Regulations (FTR) for civilian agency work, Joint Travel Regulations (JTR) for military agency work, or Joint Federal Travel Regulations (JFTR) for both civilian and military agency work, whenever applicable.

(a) PRIOR APPROVAL OF TRAVEL

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

(b) TRAVEL REIMBURSEMENT

The contract or task order will specify whether travel expenses are to be a fixed-price or reimbursable with a not to exceed amount.

AHR may be applied to travel.

Only one AHR may be charged regardless whether the prime Contractor or subcontractor travels per contract or task order.

Local travel by offsite contractor personnel is not considered ODCs.

Whenever possible, tax exempt forms must be provided for lodging.

(5) SUBJECT MATTER EXPERT AND INTRODUCTION OF NEW SERVICES

Subject Matter Expert (SME) and Introduction of New Service are initially unpriced labor categories. For these items when utilized at the contract or task order level, cost build-up data will be required. The program office as well as the MOA holder must provide a justification for proposing a SME which must be approved by the Contracting Officer. SMEs are categorized as direct labor, not ODCs.

SECTION C – DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND AND OBJECTIVE

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

C.2 SCOPE

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

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

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

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

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

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

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

(4) 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:

- (a) Studies;
- (b) Investigations;
- (c) Surveying and mapping;
- (d) Tests;
- (e) Evaluations;
- (f) Consultations;
- (g) Comprehensive planning;
- (h) Program management;
- (i) Conceptual designs;
- (j) Plans and specifications;
- (k) Value engineering;
- (l) Construction phase services;
- (m) Soils engineering;
- (n) Drawing reviews;
- (o) Preparation of operating and maintenance manuals; and
- (p) Other related services.

(5) 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.

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

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

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

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

C.3 FUNCTIONAL AREAS (FA)

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

FA Code	Functional Area	Functions/Activities/Business Areas	NAICS Codes
ATS	Air Transportation Support	ATS includes Architectural, Electrical and Wiring, Environmental Remediation, Environmental, Facilities Support, Biological, Chemical, Energy, Hydrology, Physics, Radio, Safety, Security, Weather Forecasting, Services Meteorological	238210, 488111, 488119, 488190, 541310, 541380, 541620, 541690, 541990, 561210, 562910
BAM	Business Administration & Management	BAM includes Accounting/Budgeting/Finance, Acquisition/Procurement, Administrative Management, General Management, Human Resources, Equal Employment Opportunity, Advertising, Marketing, Public Relations, Event Planning, Process Analysis, Application Content Management, Office Management, Training, Developing Training Materials, Graphic Artist Services	541211, 541214, 541219, 541611, 541612, 541613, 541614, 541618, 561110, 561499, 561611
R&D	Research & Development	R&D can apply to the Physical and Life Sciences, including Astronomy, Biology, Chemistry, Computers, Computer Science, Ecology, Environmental, Geology, Hydrology, Mathematics, Meteorology, Oceanography, Physics, Statistics, Theoretical/Modeling, Operations Research	541712, 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	811212, 811213, 811219

NAICS Code	NAICS Title
238210	Electrical Contractors and Other Wiring Installation Contractors
488111	Air Traffic Control Services
488119	Other Airport Operations
488190	Other Support Activities for Air Transportation
518210	Data Processing, Hosting and Related Services
519190	All Other Information Services
541211	Offices of Certified Public Accountants
541214	Payroll Services
541219	Other Accounting Services
541310	Architectural Services
541330	Engineering Services
541380	Testing Laboratories
541430	Graphic Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
541611	Administrative Management and General Management Consulting Services
541612	Human Resources Consulting Services
541613	Marketing Consulting Services
541614	Process, Physical Distribution, and Logistics Consulting Services
541618	Other Management Consulting Services
541620	Environmental Consulting Services
541690	Other Scientific and Technical Consulting Services
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology) (Except Aircraft under the U.S. Industry Title: 1500 size standards in number of employees)
541720	Research and Development in the Social Sciences and Humanities
541990	All Other Professional, Scientific, and Technical Services
561110	Office Administrative Services
561210	Facilities Support Services
561410	Documentation Preparation Services
561499	Other Business Support Services
561611	Investigation Services
562910	Remediation Services
611420	Computer Training
611430	Professional & Management Development Training
611512	Flight Training
611710	Educational Support Services
811212	Computer and Office Machine Repair and Maintenance
811213	Communication Equipment Repair and Maintenance
811219	Other Electronic and Precision Equipment Repair and Maintenance

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

SECTION D - PACKAGING AND MARKING

D.1 GENERAL

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

D.2 PACKING, MARKING AND STORAGE OF EQUIPMENT

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

D.3 EQUIPMENT REMOVAL

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

SECTION E – INSPECTION AND ACCEPTANCE

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

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

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

- 3.10.4-1 Contractor Inspection Requirements (April 1996)
- 3.10.4-4 Inspection of Services--Both fixed price & Cost Reimbursement (April 1996)
- 3.10.4-5 Inspection- Time and Material and Labor Hour (April 1996)
- 3.10.4-6 Inspection of Research and Development--Fixed-Price (April 1996)
- 3.10.4-7 Inspection of Research and Development--Cost-Reimbursement (November 1997)
- 3.10.4-7 Alternate I Inspection of Research and Development--Cost-Reimbursement (November 1997)
- 3.10.4-8 Inspection of Research and Development (Short Form) (April 1996)
- 3.10.4-11 Inspection-Dismantling, Demolition, or Removal of Improvements (April 1996)
- 3.10.4-14 Assignment of a Quality Reliability Officer (QRO) (October 2015)
- 3.10.4-15 Certificate of Conformance (April 1996)
- 3.10.4-16 Responsibility for Supplies (April 1996)

E.2 3.10.4-1 Higher Level Contract Quality Requirement (October 2015)

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

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

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

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for MOA holders are as follows:

MOA holders with BPA number starting with DTFAWA10A:

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

MOA holders with BPA number starting with DTFAWA11A or DTFAWA12A:

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

MOA holders with BPA number starting with DTFAWA13A:

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

MOA holders with BPA numbers not listed above:

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

The government may issue contracts or task orders at any time during the base or option periods of the MOA, as identified above. These contracts or task orders may continue past the end date of the MOA, at the discretion of the Contracting Officer.

Program Year	Period of Performance
1	Date of Award – 9/30/10
2	10/1/10 – 9/30/11
3	10/1/11 – 9/30/12
4	10/1/12 – 9/30/13
5	10/1/13 – 9/30/14
6	10/1/14 – 9/30/15
7	10/1/15 – 9/30/16
8	10/1/16 – 9/30/17
9	10/1/17 – 9/30/18
10	10/1/18 – 9/30/19
11	10/1/19 – 9/30/20
12	10/1/20 – 9/30/21
13	10/1/21 – 9/30/22

14	10/1/22 – 9/30/23
15	10/1/23 – 9/30/24

F.2 PLACES OF PERFORMANCE

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

F.3 DELIVERY AND PERFORMANCE

All work performed under contracts or task orders will be at the highest quality applicable and delivered according to statement of objectives (SOO), statement of works (SOW), or performance work statements (PWS). The Contractor will deliver and perform according to the requirements of the contract or task order, and may be denied further work for substandard performance. Deliveries or performance requirements, such as (1) optional clauses, (2) agency clauses, or (3) specific clauses, may be included in a contract or task order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 GOVERNMENT CONTACTS FOR CONTRACT ADMINISTRATION

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

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

G.2 AUTHORITY

G.2.1 FAA Procuring Contracting Officer (PCO)

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

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

G.2.2 Ordering Contracting Officer (OCO)

An Ordering Contracting Officer (OCO) is a Contracting Officer within the FAA or other federal government agencies and has the responsibility for ensuring the performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. The OCO has the authority to enter into, administer, or terminate contracts or task orders. The Contractor will direct all written inquiries, pertaining to specific contracts or task orders through the OCO. The PCO will perform the duties of the OCO if the OCO is unable to perform his/her duties. Additionally, any Contracting Officer in the eFAST program office can act on the behalf of the OCO if the OCO is not available. The OCO may also be the Administrative Contracting Officer (ACO).

G.3 PROGRAM REPRESENTATIVES

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

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

The eFAST COR is authorized to give technical direction and review and recommend approval in accordance with the COR Delegation Memo.

The eFAST COR is not authorized to issue technical instructions that:

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

(e) Changes any of the other express terms or conditions of the MOA.

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

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

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

G.4 INTERPRETATION OR MODIFICATION

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

G.5 APPLICABLE STANDARDS AND GUIDELINES

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

G.6 INHERENTLY GOVERNMENT FUNCTIONS

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

G.7 HOURS OF WORK

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

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

personnel.

G.8 HOLIDAYS AND GOVERNMENT AUTHORIZED LEAVE

(1) The Government observes holidays below:

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

There will be no holiday pay unless actual work on such holidays has been authorized in a contract or task order, or in writing by the Contracting Officer. When so approved, no overtime/premium pay is applicable.

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

G.9 TELEWORK

The Contracting Officer may authorize Contractor personnel who work on government site(s) to telework in a contract or task order.

Contractor personnel are expected to be available upon reasonable notice for in-person meetings at the FAA, although some meetings of lesser complexity may be conducted via teleconference. Should the Contractor wish to utilize telework in anything other than an ad hoc manner on a very intermittent basis, a telework plan must be submitted and approved by the Contracting Officer and Program Office COR. Telework records are subject to audit by the Government.

G.10 REPORTING REQUIREMENTS AND PROBLEMS

G.10.1 Contract Administration Reporting

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

G.10.2 Immediate Issue/Problem Reporting

The Contractor will bring actual or potential problems to the attention of the Contracting Officer and Program Office COR as soon as they are known. Oral reports of issues and/or problems will be followed by written narrative reports (Attachment J-6) within five (5) business days.

G.10.3 Program Reviews

The MOA holder will participate with the Government in program reviews, if conducted, at a time and location of the Government's choice. The Government will provide advance notice of such meetings. Program reviews will be used to help monitor, and improve where necessary, contract performance. Associated costs with the attendance at these reviews will not be reimbursed by the

Government.

G.11 SMALL BUSINESS CREDITS

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

G.12 CONTRACT CLOSE OUT

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

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

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

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

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

The Contractor must submit the following information and documents:

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

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

G.13 POINTS OF CONTACT

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT TYPES

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

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

H.2 FUNCTIONAL AREAS (FA) AND NAICS CODES

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

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

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

H.3 CONTRACTOR TEAMING

The MOA holder may form teams as follows:

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

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

- (a) Unless the proposed subcontractor is already on the MOA holder's team or on eFAST's subcontractor list, the MOA holder proposing a STA must provide the following documentation for each of its proposed subcontractors:
 1. A copy the current SAM record (within one (1) week from printout date)
 2. A current Duns & Bradstreet (D&B) Open Ratings report (within one (1) year from the date of report issuance). The minimum Open Ratings score a subcontractor must obtain is 80. No other past performance information will be accepted.
- (b) The MOA holder will manage its STA team members. The MOA holder will be solely responsible for quality and timeliness of all work performed by its STA team member(s), and their performance is attributable to the team. AMS Clause 3.6.1-7 Limitations on Subcontracting will be applied to a contract or task order with STA participation. The Government will review each contract or task order periodically to ensure compliance.
- (c) The MOA holder will flow down contract clauses applicable to its STA team member(s).

(A) The AMS Clause 3.6.1-7 may be waived for only one (1) full-time equivalent (FTE) on a contract under \$100,000 at the discretion of the Contracting Officer. For all others, the Government does not intend to grant waivers.

(B) The MOA holder may utilize the services of self-employed (1099) individuals. They are considered subcontractors. However, they will not be required to submit Open Rating reports.

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

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

- (a) CTAs are exclusive for MOA holders and can only be formed after MOA award at the contract or task order level. CTAs can be established for individual or multiple contract or task order opportunities. There is no limit to the number of CTAs a MOA holder can be a part of.
- (b) A signed CTA agreement must be provided as part of the CTA proposal for a contract or task order. The CTA must clearly identify all participants in the agreement, roles, responsibilities, and point of contact information. The CTA agreement cannot conflict with the underlying terms and conditions of each team member's MOA.
- (c) When a CTA is used, the Government will maintain "privity of contract" with both the CTA Team Lead and CTA team member(s). Only the CTA Team Lead is the awardee of a contract or task order. The CTA Team Lead will be the Government's single point of contact and representative for the entire CTA team in the matters of contract administration and other applicable activities.
- (d) The CTA team will qualify to respond to a contract or task order opportunity based on the combination of all the FAs qualified by the CTA team, as long as the CTA Team Lead has the NAICS code for the procurement. Any additional small business set-aside category must be satisfied by all CTA team members per the "privity of contract".
- (e) AMS clause 3.6.1-7, Limitations on Subcontracting, will not be applied to a CTA. However, it is the Contracting Officer's discretion to accept the proposed percentage work share ratio among the team members. No other subcontracting will be allowed in a CTA, although exceptions for 1099 resources may be approved on a limited basis, at the discretion of the Contracting Officer.
- (f) Each CTA team member's eFAST labor rates may be used for its own resources to respond to contract opportunities. As part of the discount offer, the CTA Team Lead may propose its team member's labor rates for the CTA Team Lead's proposed resources, if the rates are lower than the CTA Team Lead's labor rates. On the other hand, the CTA Team Lead may propose its labor rates for the team member's proposed resources, if the rates are lower than the team member's labor rates.
- (g) The MOA holder with a STA on a contract or task order is not eligible to form a CTA for the same contract or task order, unless its subcontractor(s) is/are also MOA holder(s). This arrangement would then be considered a CTA and not a STA.

(3) The Contractor must include AMS clauses to all subcontracting contracts/agreement as listed in Attachment J-13 AMS Clause Subcontract Flowdown Chart.

H.4 OPEN SEASONS/ON RAMP

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

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

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

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

(2) Any time during the life of the MOA, in the event of a merger or an acquisition of the MOA holder's company which changes the MOA holder's small business status, the MOA holder may, at the discretion of the Contracting Officer, be prohibited from working on future eFAST contracts or task orders as a prime contractor.

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

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

At the contract or task order level, the MOA holder/Contractor retains the small business status, including associated NAICS code size standards until the end of a contract or task order (with all option periods exercised), even after if the MOA holder re-certifies that it is no longer a small business at the MOA level.

(4) If the MOA holder graduates out of 8(a) status, the MOA holder may retain the 8(a) status for
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the remaining of the base or option period of the MOA. A graduated 8(a) MOA holder may recertify and remain in the eFAST program as a small business, as long as it meets the SBA small business size standards for the NAICS code(s) for which it qualifies under the program.

At the contract or task order level, the MOA holder/Contractor retains the 8(a) status, including associated NAICS code size standards until the end of a contract or task order (with all option periods exercised).

(5) At the contract or task order level, the MOA holder must be certified as an active SDVOSB in www.vetbiz.gov in order to pursue SDVOSB set-aside opportunities.

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

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

(b) The MOA holder/Contractor must have received successful past performance evaluation as a condition for the exercise of the option period. The Government may require the Contractor to submit a current Open Ratings Report with a score of 80 or above, as part of the past performance information.

H.6 CONTRACTING PROCESS

H.6.1. Contracting Overview

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

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

The MOA holder may only propose for work under its specific qualified FA(s). To participate in another area, it may wish to team with another MOA holder with a broader portfolio of FA(s).

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

H.6.2. Procurement Action Determination

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

competitive in terms of market prices, quality and delivery. These procurements may be either competitive or noncompetitive.

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

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

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

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

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

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

H.6.3. Contractor Requirements and Activities

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

The Contractor will ensure that all work is performed in accordance with the applicable contract

or task order, PWS/SOW/SOO and delivery schedule. The Contractor will also ensure that contract cost and labor hour estimates will not exceed during the life of the contract or task order.

H.6.4. Contract or Task order Process

The following section designates a typical eFAST procurement process.

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

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

Additionally, the MOA holder must submit, under a separate cover, any assumptions, conditions, or exceptions regarding any of the terms and conditions (T&Cs) of the RFO/RFP/RFQ, including the PWS/SOW/SOO. If no assumptions, conditions, or exceptions are submitted at the time of the proposal, it will be understood that the MOA holder proposes no assumptions and agrees to comply with all of the T&Cs set forth herein.

The basis of award will be a best value source selection conducted in accordance with the FAA Acquisition Management System (AMS). Award will be made to the offeror whose proposal is judged to represent the best value to the FAA based on an evaluation of all stated criteria and will be determined by evaluating each proposal in the areas shown in the RFO/RFP/RFQ.

The Source Selection Official (SSO) will consider the final evaluation and use his/her best judgment to arrive at a best value decision. Therefore, the successful MOA holder may not have submitted the lowest price. While the government evaluation team and the SSO will strive for maximum objectivity, the evaluation process, by nature, is subjective and professional judgment is implicit throughout the entire process. In most instances, the Government intends to select one MOA holder for the work. However, the Government reserves the right to make no award at all, depending on the quality of the proposals submitted and the availability of funds.

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

(3) Contract Awards – The Contracting Officer will initiate work only by the issuance of fully executed contracts or task orders to the Contractor designating (1) the tasks to be performed; (2)

the schedule of performance; (3) authorized travel and ODCs; (4) any government furnished property; and (5) not to exceed ceiling amount for cost reimbursement, T&M, or LH contracts or task orders. The Contractor will not be reimbursed for ODCs including travel unless the contract or task order specifically authorizes such expenditures.

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

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

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

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

H.6.5. Prior Concurrence With All Assigned Personnel

Prior to any person being assigned to work on a contract or task order, the Contractor must submit the proposed person's certified resume, for the proposed labor category to the Contracting Officer and Program Office COR, who will review and concur or not concur on the qualifications, experience, and technical suitability of the individual to perform work under a contract or task order against the specifications in Attachment J-3 and the PWS/SOW/SOO. A certified resume must include a letter of commitment from the proposed individual agreeing to perform the work for the duration of the effective period of performance, as established in the PWS/SOW/SOO. All Contractor personnel must be approved by the Contracting Officer before performing work under a contract or task order. Even when a resume with a proposed labor category is approved for a contract or task order, the same proposed resume with the same proposed labor category must be approved for any other contract or task order.

At a minimum, a resume will contain the following:

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

H.7 INVOICE SUBMISSION

Invoices will be submitted electronically to Oklahoma City, Contracting Officer, and Program Office COR.

The following documentations must be submitted with invoices:

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

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

H.8 CHANGES IN SKILL MIX

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

H.9 CONTRACT OR TASK ORDER MODIFICATIONS

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

As a matter of practice, contract or task order ceiling amount will not be increased, unless at the end of the contract, the Contracting Officer deems it is necessary and in the best interest of the government to do so.

H.10 OVERTIME

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

Additionally, the Contractor's use of uncompensated overtime is not encouraged under this MOA.

Unauthorized work performance will not be reimbursed by the Government.

H.11 KEY PERSONNEL

Key personnel may be identified in a contract or task order. Any replacement of the key personnel must be approved in advance by the Contracting Officer.

H.12 EMPLOYEE RETENTION PLAN

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

(2) The Contractor will develop an Employee Retention Plan (ERP) which describes efforts to obtain and retain experienced and qualified staff, and control employee turnover, including replacements. Additionally, the Contractor must provide information regarding compensation ratio in the ERP. The Contractor's compensation package will be considered in terms of its impact upon recruiting and retention and its consistency with a total plan for employee retention. The compensation levels should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty.

The Contractor must maintain and adhere to the ERP throughout the life of the contract. The Government may review the ERP for compliance any time during the life the MOA.

H.13 NATIONAL EMERGENCY

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

H.14 PROMOTIONAL INFORMATION

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

H.15 EFAST PROGRAM CONTRACTOR SUPPORT

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

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

H.16 ACCESS TO GOVERNMENT PROPERTY AND FACILITIES

(1) As part of this effort, Contractor personnel may be working and attending meetings at government facilities and field facilities. Therefore, to the extent specified per and pursuant to the procedures specified per FAA AMS clause 3.14-2, Contractor Personnel Suitability Requirements,

Contractor personnel may be granted ingress and egress to the facilities at all times during normal working hours to obtain information necessary for performance of the contracts or task orders.

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

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

H.17 APPROVED ACCOUNTING AND TIME-KEEPING SYSTEMS

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

H.18 PERSONAL SERVICES

No personal services will be performed under this MOA. No Contractor personnel will be directly supervised by any employees of the Government. All Contractor personnel assignments and daily work direction will be given by the applicable Contractor supervisor. If the Contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor will promptly notify the Contracting Officer of this communication or action.

No Contractor personnel will hold him/herself out to be a Government employee, agent, or representative. No Contractor personnel will state orally or in writing at any time that he/she is acting on behalf of the Government. In all communications with third parties in connection with the contract, Contractor personnel will identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this MOA, Contractor personnel will state that they have no authority to in any way change the contract or task order and that if the other Contractor believes this communication to change the direction of their contract or task order, it should notify the Contracting Officer for that contract or task order and not carry out the direction until a clarification has been issued by the Contracting Officer. The Contractor must insure that all of its employees working on the contract or task order are informed of the substance of this clause. Nothing in this clause will limit the Government's rights in any way under other provision of the contract or task order, including those related to the Government's right to inspect and accept the services to be performed under the contract or task order. The substance of this clause will be included in all subcontracts at any tier.

H.19 SAFETY AND ACCIDENT PREVENTION

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

H.20 SECURITY OF FEDERAL AUTOMATED INFORMATION SYSTEMS

The Contractor engaged in the requirements, design, development, operation and maintenance of computer, network, and/or communication systems operated by or on behalf of the FAA will comply with the security requirements outlined in OMB Circular A-130 Appendix III, Security of Federal Automated Information Resources, the DOT Information Systems Security Guide (DOT H 1350.250), DOT Network Security Guide (DOT H 1350.251), and FAA Security Orders including FAA Personnel Security Order 1600.1 and FAA Order 1370.82, Information Systems Security. Contractor personnel are required to complete annual Information System Security LOB Awareness Training and any other security training required by the DOT/FAA. Documentation of completed training will be submitted to the Contracting Officer via email.

H.21 SECURITY PROVISIONS

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

All eFAST labor categories as enumerated in Attachment J-3 have been designated as low risk for the Risk/Sensitivity Level.

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

H.22 FACILITIES, SUPPLIES AND SERVICES

H.22.1 GOVERNMENT-FURNISHED PROPERTY

Government-furnished property (GFP) will be identified in a contract or task order, as appropriate. All GFP is furnished "as is."

H.22.2 TRANSPORTATION OF GFP

The Contractor will be responsible for transporting all GFP after pickup at the F.O.B. point in the

specifications, where risk of loss transfers to the Contractor.

H.22.3 VALIDATION OF GFP

The following procedures apply to the validation of GFP:

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

H.22.4 HANDLING OF GOVERNMENT-FURNISHED ITEMS

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

The material and information made available to the Contractor by the Government are the exclusive property of the Government. Any information or materials developed by the Contractor in performance of contract(s) or task orders are also the exclusive property of the Government.

Upon completion or termination of a contract or task order, the Contractor will turn over to the Government all materials (copies included) that were furnished to the Contractor by the Government and all materials that were developed by the Contractor in the performance of the contract or task order. A requirement to this effect will be included in subcontracts at any tier. The Contracting Officer may direct alternate disposition of GFI.

H.23 USE OF ELECTRONIC COMMERCE

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

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

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

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

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

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

If a deviation or waiver is accepted, it will be evaluated as part of the proposal; and the offeror may receive a strength, weakness, or risk for that deviation or waiver. The Government will notify the offeror receiving a contract award, at the time of award if its proposed deviation or waiver was accepted. If the Government does not accept a deviation or waiver, that portion will not be evaluated as part of the proposal. The acceptance or rejection of a deviation or waiver is not automatically considered a strength, weakness, or risk.

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

H.26 PROTESTS AND DISPUTES

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

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and Contractors may obtain the full text via the Internet at <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

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

- 1.13-1 Notice of Earned Value Management (July 2016)
- 1.13-2 Earned Value Management System (July 2016)
- 1.13-5 Integrated Master Schedule (October 2014)
- 1.13-6 Contractor Integrated Baseline Review (July 2016)
- 1.13-7 Earned Value Management System - Withholding of Payment (October 2014)
- 3.1.7-1 Exclusion from Future Agency Contracts (August 1997)
- 3.1.7-2 Organizational Conflict of Interest (August 1997)
- 3.1.7-4 Organizational Conflict of Interest - Mitigation Plan Required (April 2012)
- 3.1.7-5 Disclosure of Conflict of Interest (March 2009)
- 3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)
- 3.1.8-1 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (October 2014)
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (October 2014)
- 3.1.9-1 Electronic Commerce and Signature (July 2013)
- 3.2.1.3-2 Right of First Refusal of Employment (September 2003)
- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-3 Affiliated Offerors (July 2004)
- 3.2.2.3-8 Audit and Records (July 2010)
- 3.2.2.3-9 Notice of Possible Standardization (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offerors (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (October 2011)
- 3.2.2.3-27 Subcontractor Cost or Pricing Data (July 2004)
- 3.2.2.3-32 Waiving Facilities Capital Cost of Money (July 2004)

3.2.2.3-29 Integrity of Unit Prices (July 2004)

3.2.2.3-30 Termination of Defined Benefit Pension Plans (July 2004)

3.2.2.3-31 Facilities Capital Cost of Money (July 2004)

3.2.2.3-33 Order of Precedence (March 2009)

3.2.2.3-34 Evaluating Offers for Multiple Awards (July 2004)

3.2.2.3-36 Reversing or Adjusting Plans for Postretirement Benefits Other Than Pensions (PRB) (July 2004)

3.2.2.3-37 Notification of Ownership Changes (July 2004)

3.2.2.3-38 Requirements for Cost or Pricing Data or Other Information (July 2010)

3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information --Modifications (July 2010)

3.2.2.3-40 Precontract Costs (July 2004)

3.2.2.3-50 Property Protection (October 2014)

3.2.2.3-51 Operations and Storage Areas (April 2010)

3.2.2.3-53 Cleaning Up and Roadway Maintenance (July 2004)

3.2.2.3-54 Preventing Accidents (July 2004)

3.2.2.3-55 Availability and Use of Utility Services (July 2004)

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

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

3.2.2.3-72 Announcing Competing Offerors (July 2004)

3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)

3.2.2.7-8 Disclosure of Team Arrangements (April 2008)

3.2.3-2 Cost Accounting Standards (October 2011)

3.2.3-3 Disclosure and Consistency of Cost Accounting Practices (October 2011)

3.2.3-5 Administration of Cost Accounting Standards (April 1996)

3.2.4-5 Allowable Cost and Payment (January 2016)

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

3.2.4-6 Fixed Fee (January 2011)

3.2.4-8 Incentive Fee (April 1996)

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

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

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

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

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

3.2.4-13 Predetermined Indirect Cost Rates (April 1996)

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

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

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

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

3.2.4-25 Single or Multiple Awards (April 1996)

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

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

3.2.4-28 Cancellation of Items (April 1996)

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

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

- 3.2.4-31 Evaluation of Options (April 1996)
- 3.2.4-34 Option to Extend Services (October 2014)
- 3.2.4-36 Award Fee (January 2004)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-2 Independent Price Determination (October 1996)
- 3.2.5-3 Gratuities or Gifts (January 1999)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 2010)
- 3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)
- 3.2.5-6 Alternate I Restrictions on Subcontractor Sales to the FAA (April 1996)
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.2.5-13 Contractor Code of Business Ethics and Conduct (April 2010)
- 3.2.5-14 Display of Hotline Poster(s) (April 2008)
- 3.2.5-15 Attorney-Client Privilege (January 2016)
- 3.3.1-1 Payments (April 1996)
- 3.3.1-5 Payments under Time and Material Contracts (May 2001)
- 3.3.1-5 Alternate I Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)
- 3.3.1-5 Alternate II Payments under Time-and-Materials and Labor-Hour Contracts (October 1996)
- 3.3.1-5 Alternate III Payments under Time-and-Materials and Labor-Hour Contracts (April 2012)
- 3.3.1-6 Discounts for Prompt Payment (May 1997)
- 3.3.1-7 Limitation on Withholding of Payments (May 1997)
- 3.3.1-8 Extras (May 1997)
- 3.3.1-9 Interest (September 2009)
- 3.3.1-10 Availability of Funds (April 2014)
- 3.3.1-11 Availability of Funds for the Next Fiscal Year (1996)
- 3.3.1-12 Limitation of Cost (April 1996)
- 3.3.1-12 Limitation of Cost (Facilities) (April 1996)
- 3.3.1-14 Limitation of Funds (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.1-17 Prompt Payment (January 2017)
- 3.3.1-20 Providing Accelerated Payments to Small Business Subcontractors (October 2012)
- 3.3.1-21 Financing Payment Terms for Purchases of Commercial Items (August 1997)
- 3.3.1-22 Installment Payments (April 1996)
- 3.3.1-23 Invitation to Propose Payment Terms (April 1996)
- 3.3.1-27 Invoices for Equipment Delivered (March 1997)
- 3.3.1-29 Notice of Availability of Progress Payments Exclusively For Small Business Concerns (November 1997)
- 3.3.1-30 Progress Payments Not Included (November 1997)
- 3.3.1-32 Performance Based Payments (November 2000)
- 3.3.1-33 System for Award Management (October 2016)
- 3.3.1-34 Payment by Electronic Funds Transfer/System for Award Management (August 2012)
- 3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)

3.3.1-37 Limitation on Government's Obligations (October 2011)
3.3.1-38 Unenforceability of Unauthorized Obligations (April 2014)
3.3.1-39 Funding - Time-and-Materials and Labor-Hour Contracts (October 2015)
3.3.2-1 FAA Cost Principles (January 2016)
3.3.2-2 Reimbursement for Travel and Subsistence (April 2010)
3.4.1-10 Insurance--Work on a Government Installation (July 1996)
3.4.1-11 Insurance - Liability to Third Persons (June 1999)
3.4.1-12 Insurance (July 1996)
3.4.1-13 Errors and Omissions (July 1996)
3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-7 Federal, State, and Local Taxes--Fixed-Price, Noncompetitive Contract (April 1996)
3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 2013)
3.5-1 Authorization and Consent (January 2009)
3.5-1 Alternate I Authorization and Consent (January 2009)
3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
3.5-3 Patent Indemnity (January 2009)
3.5-3 Alternate III Patent Indemnity (January 2009)
3.5-6 Royalty Information (January 2009)
3.5-6 Alternate I Royalty Information (January 2009)
3.5-7 Patents--Notice of Government Licensee (January 2009)
3.5-8 Refund of Royalties (January 2009)
3.5-9 Filing of Patent Applications--Classified Subject Matter (January 2009)
3.5-10 Patent Rights--Ownership by the Contractor (January 2009)
3.5-10 Alternate II Patent Rights--Ownership by the Contractor (January 2009)
3.5-10 Alternate III Patent Rights--Ownership by the Contractor (January 2009)
3.5-10 Alternate IV Patent Rights--Ownership by the Contractor (January 2009)
3.5-10 Alternate V Patent Rights--Ownership by the Contractor (January 2009)
3.5-12 Patent Rights - Ownership by the Government (January 2009)
3.5-12 Alternate II Patent Rights - Ownership by the Government (January 2009)
3.5-13 Rights in Data-General (October 2014)
3.5-13 Alternate I Rights in Data--General (January 2009)
3.5-13 Alternate II Rights in Data--General (January 2009)
3.5-13 Alternate III Rights in Data--General (January 2009)
3.5-13 Alternate IV Rights in Data--General (January 2009)
3.5-13 Alternate V Rights in Data--General (January 2009)
3.5-14 Representation of Limited Rights Data and Restricted Computer Software (January 2010)
3.5-15 Additional Data Requirements (January 2009)
3.5-16 Rights in Data--Special Works (January 2009)
3.5-17 Rights in Data--Existing Works (January 2009)
3.5-18 Commercial Computer Software License (January 2009)
3.5-20 Technical Data Declaration, Revision, and Withholding of Payment--Major Systems (January 2009)
3.5-21 Rights In Data - SBIR Program (January 2009)
3.5-22 Major System -- Minimum Rights (January 2009)
3.5-23 Rights to Proposal Data (Technical) (January 2009)
3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)
3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled
FAA eFAST MOA 2017

Veteran Owned Small Business Concerns (March 2009)

3.6.1-7 Limitations on Subcontracting (April 2016)

3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2016)

3.6.1-9 Mentor Protégé Program (April 2016)

3.6.1-10 Evaluation of Contractor Participation in the FAA Mentor Protégé Program (January 1999)

3.6.1-11 Mentor Requirements and Evaluation (April 2016)

3.6.1-12 Notice of Service Disabled Veteran Owned Small Business Set-Aside (October 2011)

3.6.1-14 Notice of Partial Small Business Set-Aside (January 2010)

3.6.1-15 Post-Award Small Business Program Representation (October 2016)

3.6.1-16 Notice of Combined Set-Aside (January 2017)

3.6.2-2 Convict Labor (April 1996)

3.6.2-5 Certification of Nonsegregated Facilities (March 2009)

3.6.2-7 Preaward On-Site Equal Opportunity Compliance Review (July 2011)

3.6.2-9 Equal Opportunity (August 1998)

3.6.2-10 Equal Opportunity Preaward Clearance of Subcontracts (November 1997)

3.6.2-12 Equal Opportunity for Veterans (January 2011)

3.6.2-13 Affirmative Action for Workers With Disabilities (October 2010)

3.6.2-14 Employment Reports on Veterans (January 2011)

3.6.2-15 Evaluation of Compensation for Professional Employees (April 1996)

3.6.2-16 Notice to the Government of Labor Disputes (April 1996)

3.6.2-17 Payment for Overtime Premiums (April 1996)

3.6.2-28 Service Contract Act of 1965, as Amended (October 2010)

3.6.2-30 Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (October 2014)

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

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

3.6.2-35 Prevention of Sexual Harassment (August 1998)

3.6.2-39 Trafficking in Persons (January 2008)

3.6.2-40 Nondisplacement of Qualified Workers (April 2009)

3.6.2-41 Employment Eligibility Verification (September 2009)

3.6.2-48 Paycheck Transparency (January 2017)

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

3.6.3-4 Recovered Material Content Certification (April 2009)

3.6.3-7 Waste Reduction Program (October 2016)

3.6.3-16 Drug Free Workplace (March 2009)

3.6.3-20 IEEE 1680 Standard for the Environmental Assessment of Personal Computers (October 2016)

3.6.3-20 Alternate I IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011)

3.6.3-23 Delivery of Electronic and Paper Documents (October 2014)

3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)

3.7-1 Privacy Act Notification (November 2016)

3.7-2 Privacy Act (November 2016)

3.8.2-9 Site Visit (April 1996)

3.8.2-10 Protection of Government buildings, Equipment, and Vegetation (April 1996)
 3.8.2-11 Continuity of Services (October 2008)
 3.8.2-19 Prohibition on Advertising (October 1996)
 3.8.2-22 Substitution or Addition of Personnel (October 2006)
 3.8.4-5 Government Supply Sources (April 1996)
 3.9.1-1 Contract Disputes (October 2011)
 3.10.1-1 Notice of Intent to Disallow Costs (April 1996) 3.10.1-3 Penalties for Unallowable Costs
 (October 1996) 3.10.1-7 Bankruptcy (April 1996)
 3.10.1-9 Stop-Work Order (October 1996)
 3.10.1-9 Alternate I Stop-Work Order (October 1996) 3.10.1-10 Stop-Work Order--Facilities
 (June 1999)
 3.10.1-11 Government Delay of Work (April 1996)
 3.10.1-12 Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate I Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate II Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate III Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate IV Changes--Fixed-Price (April 1996)
 3.10.1-12 Alternate V Changes--Fixed-Price (April 1996)
 3.10.1-13 Changes—Cost Reimbursement (April 1996)
 3.10.1-13 Alternate I Changes—Cost Reimbursement (April 1996)
 3.10.1-13 Alternate II Changes—Cost Reimbursement (April 1996)
 3.10.1-13 Alternate IV Changes--Cost-Reimbursement (April 1996)
 3.10.1-13 Alternate V Changes--Cost-Reimbursement (April 1996)
 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)
 3.10.1-17 Change Order Accounting (April 1996)
 3.10.1-18 Notification of Changes (April 1996)
 3.10.1-22 Contracting Officer's Representative (April 2012)
 3.10.1-24 Notice of Delay (March 2009)
 3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)
 3.10.1-26 Contractor Performance Assessment Reporting System (April 2013)
 3.10.1-27 Changes - Increases to Contract Ceiling (April 2013)
 3.10.1-27 Alternate I Changes - Increases to Contract Ceiling (April 2013)
 3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)
 3.10.2-2 Subcontracts (Cost-Reimbursement and Ceiling Priced Contracts) (October 1996)
 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
 3.10.2-6 Subcontracts for Commercial Items and Commercial Components (April 1996)
 3.10.3-1 Definitions (April 2012)
 3.10.3-2 Government Property - Basic Clause (October 2014)
 3.10.3-2 Alternate I Government Property - Basic Clause (April 2004)
 3.10.3-2 Alternate II Government Property - Basic Clause (April 2004)
 3.10.3-9 Use of Contractor-Equipment or Software - Permitted (November 2016)
 3.10.4-19 Government Industry Data Exchange Program (GIDEP) (January 2002)
 3.10.4-20 Software Measures Proposal requirements (August 1997)
 3.10.4-21 Requirements for Software Measures (April 2012)
 3.10.4-25 Alternate Quality System Plan (April 2009)
 3.10.4-26 Technical Data Quality Requirement for NAS Procurements (January 2004)
 3.10.5-1 Product Improvement/Technology Enhancement (April 1996)

- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
- 3.10.6-3 Termination (Cost-Reimbursement) (October 2011)
- 3.10.6-3 Alternate II Termination (Cost-Reimbursement) (October 2014)
- 3.10.6-3 Alternate IV Termination (Cost-Reimbursement) (January 2015)
- 3.10.6-3 Alternate V Termination (Cost-Reimbursement) (January 2015)
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
- 3.10.6-5 Default (Fixed-Price Research and Development) (October 1996)
- 3.10.6-7 Excusable Delays (October 1996)
- 3.11-3 Capability to Perform a Contract for the Relocation of a Federal Office (April 1999)
- 3.11-3 Alternate I Capability to Perform a Contract for the Relocation of a Federal Office (April 1999)
- 3.11-6 Financial Statement (April 1999)
- 3.11-7 Freight Excluded (April 1999)
- 3.11-8 Estimated Weights or Quantities Not Guaranteed (April 1999)
- 3.11-9 Agreed Weight- General Freight (April 1999)
- 3.11-10 Net Weight - General Freight (April 1999)
- 3.11-11 Net Weight --Household Goods or Office Furniture (April 1999)
- 3.11-12 Supervision, Labor or Materials (April 1999)
- 3.11-13 Accessorial Services--Moving Contracts (April 1999)
- 3.11-14 Contractor Responsibility for Receipt of Shipment (April 1999)
- 3.11-15 Contractor Responsibility for Loading and Unloading (April 1999)
- 3.11-16 Contractor Responsibility for Returning Undelivered Freight (April 1999)
- 3.11-17 Charges (April 1999)
- 3.11-18 Multiple Shipments (April 1999)
- 3.11-21 Contractor Liability for Personal Injury and/or Property Damage (April 1999)
- 3.11-22 Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods (April 1999)
- 3.11-23 Contractor Liability for Loss of and/or Damage to Household Goods (April 1999)
- 3.11-26 Government Direction and Marketing (April 1999)
- 3.11-27 Contract Not Affected by Oral Agreement (April 1999)
- 3.11-28 Contractor's Invoices (April 1999)
- 3.11-34 F.O.B. Destination (April 1999)
- 3.11-48 F.O.B. Destination- Evidence of Shipment (April 1999)
- 3.11-50 No Evaluation of Transportation Costs (April 1999)
- 3.11-52 Freight Classification Description (April 1999)
- 3.11-53 F.O.B. Point for Delivery of Government Furnished Property (April 1999)
- 3.11-65 Submission of Commercial transportation Bills to the General Services Administration for Audit (April 1999)
- 3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 2012)
- 3.13-5 Seat Belt Use by Contractor Employees (October 2001)
- 3.13-10 Contractor Attendance at FAA Sponsored Training (January 2003)
- 3.13-11 Plain Language (July 2006)
- 3.13-13 Contractor Policy to Ban Text Messaging While Driving (January 2011)
- 3.13-14 Reporting Executive Compensation and First-Tier Subcontract Awards (October 2012)
- 3.13-15 Confidentiality of Data and Information (November 2016)
- 3.14-1 Security Requirement-Classified Contracts (July 2002)

- 3.14-1 Alternate I Security Requirement-Classified Contracts (October 2010)
- 3.14-2 Contractor Personnel Suitability Requirements (July 2016)
- 3.14-3 Foreign Nationals as Contractor Employees (April 2014)
- 3.14-4 Access to FAA Systems and Government Issued Property (November 2016)
- 3.14-5 Sensitive Unclassified Information (SUI) (July 2013)
- 3.14-6 Privacy or Security Safeguards (November 2016)
- 3.14-8 Non-FAA Information Systems (November 2016)
- 3.17-1 American Recovery and Reinvestment Act-Reporting Requirements (July 2010)
- 3.17-2 Authority of the Inspector General and Comptroller General Relating to Contracts Using American Recovery and Reinvestment Act Funding (April 2009)
- 3.17-3 Whistleblower Protections under the American Recovery and Reinvestment Act (July 2010)

I.2 3.2.4-16 Ordering (April 2011)

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

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

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

I.3 3.2.4-35 Option to Extend the Term of the Contract (April 1996)

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

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

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

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

Attachment J-1 Reserved
Attachment J-2 Reserved
Attachment J-3 General Labor Category Descriptions & Qualifications
Attachment J-4 Labor Ceiling Rates (online form)
Attachment J-5 Technical Qualifications (online form)
Attachment J-6 Functional Area Matrix (online form)
Attachment J-7 Non-Disclosure of Information Agreement
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Attachment J-13 AMS Clause Subcontract Flowdown Chart

**ATTACHMENT J-3
GENERAL LABOR CATEGORY DESCRIPTIONS & QUALIFICATIONS**

I. General Labor Categories

CLIN/Functional Area	ATS	BAM	R&D	ES	CSD	CSS	D&T	M&R
Management	P	P	P	P	P	P	P	P
Scientist/Engineer/Systems Analyst	P		P	P				P
Computer Scientist/Systems Analyst				P	P	P		
Information Technology Analyst					P	P		
System Security/Information Assurance				P	P	P		
Technical Writer				P	P		P	
Writer/Editor		P					P	
Acquisition/Procurement/Contract/Analyst		P						
Business/Financial/Management/Analyst		P						
Trainer/Training Material Specialist							P	
Technical Support	P		P	P	P	P		P
Administrative Support		P						

Note: “P” denotes primary labor category under the Function Area.

1. Management series

A. Description: This series covers program and project management functions. The Program Manager 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 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. This mapping defines the educational requirements for the management series in each functional area.

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 Program Manager and Technical Project Manager 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 six (6) years must have been in a lead role.

Program Manager (required degree + 15 relevant years)
Technical Project Manager (required degree + 10 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

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 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. Qualifications: Engineering, math, and science degrees are 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, for the Senior and Senior with Special Certification Levels, any combination of degree, certification and relevant experience will be considered if the relevant experience requirement is satisfied.

Senior Ph.D. (required degree + 10 relevant years)
Senior II (required degree + 15 relevant years)
Senior Special Certification (required degree + certification + 10 relevant years)
Senior I (required degree + 8 relevant years)
Intermediate II (required degree + 5 relevant years)
Intermediate I (required degree + 3 relevant years)
Associate (required degree + 1 relevant year)

3. Computer Scientist/Systems Analyst series

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. Qualifications: Engineering, math, and science degrees are required. For Human Factors Analysts: Psychology and related Human Factor specialized degrees are acceptable. When supporting tasks that are Information Technology Systems Architecture, Enterprise Architecture, or Network Analysis/Design/Test, for the Senior and Senior with Special Certification Levels, any combination of degree, certification and relevant experience will be considered if the relevant experience requirement is satisfied.

Senior Ph.D. (required degree + 10 relevant years)
Senior II (required degree + 15 relevant years)
Senior Special Certification (required degree + certification + 10 relevant years)
Senior I (required degree + 8 relevant years)
Intermediate II (required degree + 5 relevant years)
Intermediate I (required degree + 3 relevant years)
Associate (required degree + 1 relevant year)

4. Information Technology Analyst series

A. Description: This series provides information technology 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. Qualifications: Information systems, business systems, management information systems, IT management, other IT degrees are required. Engineering, math, and science degrees are acceptable substitute degrees.

Senior Ph.D. (required degree + 10 relevant years)
Senior II (required degree + 15 relevant years)
Senior Special Certification (required degree + certification + 10 relevant years)
Senior I (required degree + 8 relevant years)
Intermediate II (required degree + 5 relevant years)
Intermediate (required degree + 3 relevant years)
Associate (required degree + 1 relevant year)

5. System Security/Information Assurance Analyst series

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. Qualifications: 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.

In the System Security/Information Assurance Analyst labor categories for the Senior and Senior with Special Certification Levels, any combination of degree, certification and relevant experience will be considered if the relevant experience requirement is satisfied.

Senior Ph.D. (required degree + 10 relevant years)
Senior II (required degree + 15 relevant years)
Senior Special Certification (required degree + certification + 10 relevant years)
Senior I (required degree + 8 relevant years)
Intermediate II (required degree + 5 relevant years)
Intermediate I (required degree + 3 relevant years)
Associate (required degree + 1 relevant year)

6. Technical Writer

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. Qualifications: 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.

In the Technical Writer categories for the Senior and Senior with Special Certification Levels, any combination of degree, certification and relevant experience will be considered if the relevant experience requirement is satisfied.

Senior Ph.D. (required degree + 10 relevant years)
Senior II (required degree + 15 relevant years)
Senior Special Certification (required degree + certification + 10 relevant years)
Senior I (required degree + 8 relevant years)
Intermediate II (required degree + 5 relevant years)
Intermediate I (required degree + 3 relevant years)
Associate (required degree + 1 relevant year)

7. Writer/Editor

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.

B. Qualifications: Education, English, journalism, history, political science or equivalent degrees are required.

In the Writer/Editor categories for the Senior and Senior with Special Certification Levels, any combination of degree, certification and relevant experience will be considered if the relevant experience requirement is satisfied.

Senior Ph.D. (required degree + 10 relevant years)
Senior II (required degree + 15 relevant years)
Senior Special Certification (required degree + certification + 10 relevant years)
Senior I (required degree + 8 relevant years)
Intermediate II (required degree + 5 relevant years)
Intermediate I (required degree + 3 relevant years)
Associate (required degree + 1 relevant year)

8. Acquisition/Procurement/Contract/Analyst series

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. Qualifications: 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.

Senior Ph.D. (required degree + 10 relevant years)
Senior II (required degree + 15 relevant years)
Senior Special Certification (required degree + certification* + 10 relevant years)
Senior I (required degree + 8 relevant years)
Intermediate II (required degree + 5 relevant years)
Intermediate I (required degree + 3 relevant years)
Associate (required degree + 1 relevant year)

*Certifications: DAWIA Level 3, FAC-C Level 3, or other federal government agency issued Level 3 contracting professional certification

9. Business/Financial/Management/Analyst series

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. Qualifications: 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.

Senior Ph.D. (required degree + 10 relevant years)
Senior II (required degree + 15 relevant years)
Senior Special Certification (required degree + certification + 10 relevant years)
Senior I (required degree + 8 relevant years)
Intermediate II (required degree + 5 relevant years)
Intermediate I (required degree + 3 relevant years)
Associate (required degree + 1 relevant year)

10. Training/Training Material Specialist series

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. Qualifications: Education, English, journalism, history, or political science degrees are required.

In the Trainer/Training Material Specialist labor categories for the Senior and Senior with Special Certification Levels, any combination of degree, certification and relevant experience will be considered if the relevant experience requirement is satisfied.

Senior Ph.D. (required degree + 10 relevant years)
Senior II (required degree + 15 relevant years)
Senior Special Certification (required degree + certification + 10 relevant years)
Senior (required degree + 8 relevant years)
Intermediate II (required degree + 5 relevant years)
Intermediate I (required degree + 3 relevant years)
Associate (required degree + 1 relevant year)

11. Technical Support series

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 help desk, 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. Qualifications:
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

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. Qualifications:

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 special certification or a senior expert with a Ph.D. The expert is uniquely qualified and the need for the expertise as well as the supporting cost data is 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 is 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 Project Management Professional(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), MCSA, 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. categories.

10. Certification is official recognition of professional level expertise. Certification is official recognition 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 of these. Certification must be current or active at the time of proposal submission.

11. Relevant training is training that directly adds knowledge and skills that support the activities, analyses and work products of the intended project.

12. Unless otherwise specified, the term "degree" is defined as bachelor's degree.

13. 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.

14. 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.

15. 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.

III. eFAST Labor Categories and Codes

Labor Category	Code (last 3 digits)
Program Manager	001
Technical Project Manager	002
Administrative Project Manager	003
Task Leader	004
Project Control Analyst	005
Assoc Scientist/Engineer/Systems Analyst	006
Int I Scientist/Engineer/Systems Analyst	007
Int II Scientist/Engineer/Systems Analyst	008
Senior I Scientist/Engineer/Systems Analyst	009
Senior Cert Scientist/Engineer/Systems Analyst	010
Senior II Scientist/Engineer/Systems Analyst	011
Senior PhD Scientist/Engineer/Systems Analyst	012
Assoc Computer Scientist/Systems Analyst	013
Int I Computer Scientist/Systems Analyst	014
Int II Computer Scientist/Systems Analyst	015
Senior I Computer Scientist/Systems Analyst	016
Senior Cert Computer Scientist/Systems Analyst	017
Senior II Computer Scientist/Systems Analyst	018
Senior PhD Computer Scientist/Systems Analyst	019
Assoc IT Analyst	020
Int I IT Analyst	021
Int II IT Analyst	022
Senior I IT Analyst	023
Senior Cert IT Analyst	024
Senior II IT Analyst	025
Senior PhD IT Analyst	026
Assoc System Security/Information Assurance Analyst	027
Int I System Security/Information Assurance Analyst	028
Int II System Security/Information Assurance Analyst	029
Senior I System Security/Information Assurance Analyst	030
Senior Cert System Security/Information Assurance Analyst	031
Senior II System Security/Information Assurance Analyst	032
Senior PhD System Security/Information Assurance Analyst	033
Assoc Technical Writer	034
Int I Technical Writer	035
Int II Technical Writer	036
Senior I Technical Writer	037
Senior Cert Technical Writer	038
Senior II Technical Writer	039
Senior PhD Technical Writer	040

Assoc Writer/Editor	041
Int I Writer/Editor	042
Int II Writer/Editor	043
Senior I Writer/Editor	044
Senior Cert Writer/Editor	045
Senior II Writer/Editor	046
Senior PhD Writer/Editor	047
Assoc Acquisition/Procurement/Contract/Analyst	048
Int I Acquisition/Procurement/Contract/Analyst	049
Int II Acquisition/Procurement/Contract/Analyst	050
Senior I Acquisition/Procurement/Contract/Analyst	051
Senior Cert Acquisition/Procurement/Contract/Analyst	052
Senior II Acquisition/Procurement/Contract/Analyst	053
Senior PhD Acquisition/Procurement/Contract/Analyst	054
Assoc Business/Financial/Management/Analyst	055
Int I Business/Financial/Management/Analyst	056
Int II Business/Financial/Management/Analyst	057
Senior I Business/Financial/Management/Analyst	058
Senior Cert Business/Financial/Management/Analyst	059
Senior II Business/Financial/Management/Analyst	060
Senior PhD Business/Financial/Management/Analyst	061
Assoc Trainer/Training Material Specialist	062
Int I Trainer/Training Material Specialist	063
Int II Trainer/Training Material Specialist	064
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ATTACHMENT J-9
VENDOR APPLICANT PROGRAM (VAP)
Contractor Background Investigation/Verification Security Process General
Overview and Guidelines

Contractor personnel are not allowed to work on FAA contracts until the Security process has been initiated and an interim or final suitability determination is reached.

1. As soon as candidates are identified for a given position, on an existing contract, the contractor's VAP Point of Contact (POC) enters them in Vendor Applicant Program (VAP) (the online submission for FAA background investigation/verification). Proposed personnel and potential hires are not to be submitted.

2. Within 24 – 72 business hours, The FAA Personnel Security Specialists (PSS) in the Security Office will pull the VAP sheet and check the Office of Personnel Management's (OPM) website to see whether or not the candidate needs to fill out a security form (85/85P) through the Electronic Questionnaire for Investigations Processing (eQIP) system.

If the candidate needs to have a background investigation completed, they will be sent an invitation to complete an eQIP application. The VAP POC will be cc'd on this notification. This email invitation will have a link to the OPM website and will have instructions as well as required forms attached. If the company does not receive a cc: copy of the eQIP invitation email within 5-7 business days, then most likely the candidate already has the background investigation that the FAA requires and the contract company can expect to receive an email giving Final Suitability and informing the company that the contractor has been ID/badge approved within a few days.

3. If the candidate DOES receive the eQIP invitation, they have 15 days to access the system and fill out the Security forms (85, 85P). When they have completed the appropriate security form the candidate will then need to release the online eQIP form so that the PSS can review the submitted security information. In addition, they need to complete the OF 306 Declaration for Federal Employment Form. This form can be uploaded into eQIP (prior to releasing it in the system), scanned and uploaded into an email to the PSS who sent their initial eQIP invitation, or they can be faxed to the number provided in their eQIP invitation email.

4. The candidate will proceed to the Security Service Center (SSC) at the FAA Headquarters building located at 800 Independence Ave S.W. (Room 109) Washington D.C. 20591 (or proceed to whatever address that was given to them in their eQIP invitation email) to be electronically fingerprinted. If the candidate is not located in the Washington D.C. Metro area, they can go to a local police department to be fingerprinted and can Fed Ex the prints to the address provided to them in their email invitation. (NOTE: The candidate may be charged a nominal fee by police departments and/or other fingerprinting facilities).

5. Once the eQIP has been completed, all forms have been received by the appropriate FAA Security Office, and Fingerprints (FP's) have been taken and transmitted by the Security Service Center (SSC) or PSS, the candidate **must wait until they are notified by their**

company regarding their suitability status. Approximately 2 weeks after the eQIP step is completed (this step includes fingerprinting and additional hard-copy paperwork as described above), the company will receive an email granting (or denying) the contractor Interim Suitability (ISD). A favorable ISD means that the contractor can support an FAA contract and may begin the FAA ID badge process.) The VAP POC and the Contract Representative (COR) will both be notified of the ISD. It is the company's responsibility to inform the candidate that they have been cleared to support an FAA contract and can proceed with the badging process. (See the instructions for the ID badging process below).

Final Suitability will be granted to candidates who already have an investigation on record that meets the FAA requirements and only after the Security office has verified that they have had no break in service longer than 2 years. As with the ISD, the VAP POC and the Contract Representative (COR) will be notified when Final Suitability has been granted. It is the company's responsibility to inform the candidate that they have been cleared to support an FAA contract and can proceed with the badging process. (See the instructions for the ID badging process below).

ONLINE PIV APPLICATION:

If the applicant can get behind the FAA firewall there is an online form located at <http://idms.faa.gov/1681>

This online form can be completed electronically and the applicant will need to choose a sponsor (the sponsor for contractors is usually the COR for the contract) and read through the training material. Upon completion of the form and the training the PIV Sponsor will receive an email asking them to approve the applicant. Once the sponsor approves the request, an email is automatically sent to the applicant instructing them to go to an FAA badge office to complete the Enrollment. (See Enrollment instructions below).

PAPER APPLICATION:

If the applicant cannot get on the FAA network, there is a paper Form 1681 ID Application (attached to the ISD/Final Suitability email) that can be completed. The applicant will complete the top section and hand-carry or scan/email to the PIV Sponsor to have it signed in the center section. The form will then be brought with the applicant to an FAA badging office.

Both of these processes require two forms of government issued, non-expired ID to complete the enrollment. A list of these forms of ID can be found at:

http://employees.faa.gov/org/staffoffices/ash/id_badge/media/acceptable_PIV_documents.pdf

At the time of enrollment a photo and biometrics will be taken and a temporary 30-day yellow badge will be given to the applicant. The permanent badge takes approximately a week to 10 days to arrive. Once the card arrives a final email will be sent to the applicant indicating their card has arrived. The applicant will then proceed back to the FAA badge office where they enrolled and turn in their yellow card so they can Activate their permanent PIV card.

Please note that there are **THREE** steps to the PIV Card - ID Badging process:

Application: Completed either online or in paper form (as described above). Must be approved by a PIV Sponsor.

Enrollment: You have received an email stating you have been approved and/or have completed a paper 1681 that has been signed by a PIV Sponsor. (NOTE: This is when you will need your TWO forms of ID).

Activation: You have received an email stating that your PIV card has arrived. Go to the Security Service Center, **return the Yellow Badge** and Activate your PIV Card.

Security Service Center 800 Independence Ave SW Room 109
Hours: Monday through Friday: 8:00 AM until 3:00 PM
Phone: **202-267-7423**

TERMS AND DEFINITIONS

Vendor Applicant Program (VAP):

The VAP is an FAA based program which allows companies who have been awarded an FAA contract or are on an eFAST MOA, to enter their employees (contractors) for background investigation so they can obtain an FAA ID badge. This program also allows companies to remove contractors from their contract and to run reports to see all of their employees who have been processed for FAA badges.

Personnel Security Specialist (PSS):

The FAA Security Specialists who will work with the companies and the candidates to complete the background investigation/verification and provide all notifications of suitability or non-suitability.

Contract Officer and Contract Officer Representative (CO/COR):

The FAA personnel who process and grant FAA contracts to companies. The COR is usually the PIV Sponsor for contractors once they are badge approved.

Interim Suitability Determination (ISD):

ISD is granted based on the completion of the following steps:

1. eQIP has been completed and released.
2. All applicable paperwork and the Form 306 Declaration for Federal Employment have been received by the Personnel Security Division.
3. All forms have been favorably reviewed.
4. Fingerprints (FP) have been taken either electronically and transmitted, or FP cards have been completed (ink) and scanned and transmitted by the FAA Security office and the fingerprints have come back with NO record or any records have been favorably adjudicated.

ISD means that the individual can support an FAA contract and is approved to be processed for an FAA ID badge.

Final Suitability Determination:

Final suitability is granted when the following has been verified:

1. The FAA performs an OPM check and finds that the candidate has an investigation already on record that meets the FAA's requirements.
2. The candidate has an investigation on records that meets requirements and there is NO break in service longer than 2 years.
3. The subject has already been cleared for an FAA contract and is just switching to a new company.
4. An FAA initiated investigation has been completed and favorably adjudicated.

(NOTE: this will be seamless if there are NO issues; however, a subject may receive ISD and then a Final Suitability if issues are developed during the investigation but are favorably adjudicated when the background investigation is closed.

Break In Service:

When a contractor has not been supporting a National Contract for more than two years.

Example: When a contractor has a NACI (or higher level) investigation that is dated 12/01/2008 and is being processed for an FAA badge currently (i.e. 2016). The PSS may request a work history to ensure that the candidate has been supporting a National Contract (federal agency) between December 2008 and the present date. If the candidate has NOT been supporting a national contract during that time, they will be required to complete an updated NACI investigation.

National Contract:

When the FAA asks if a candidate has been supporting a National Contract, they are asking if the candidate has been in support of another Federal or Military Agency, such as DoD, DHS, etc.

PIV Card:

Personal Identification Verification card: This is a card that is issued to all contractors that have a minimum of a National Agency Checks with Inquiries (NACI) and require an FAA ID badge for access to FAA facilities and/or FAA systems.

PIV Sponsor:

Approved FAA employee who has been trained as a PIV Sponsor. For contractors, the PIV Sponsor is usually the COR for the contract.

Websites:

ID badge online application:

https://employees.faa.gov/org/staffoffices/ash/id_badge/

Contractor and Industrial Security Program:

http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.information/documentid/15573

ATTACHMENT J-10 REFERENCES

All applicable FAA Orders must be used. The Contractor must research and employ appropriate FAA Orders, where necessary, under the guidance of the COR regarding existing materials and specifications for government systems. Any other required business and financial systems will be specified in each contract or task order.

The Contractor must ensure all work is in full compliance with all current applicable documents referenced in the PWS/SOW/SOO of the contract or task order and listed below:

FAA Orders and Notices:

http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.list/parentTopicID/184

FAA Order 1800.66 - Configuration Management:

https://www.faa.gov/about/office_org/headquarters_offices/ato/service_units/techops/atc_facilities/cm/

FAA Order JO 1000.37A - Air Traffic Organization Safety Management System:

http://www.faa.gov/air_traffic/publications/media/faa_ato_SMS_manual_v4_20140901.pdf

FAA Order 1370.82A - Information Systems Security Program: Available upon request.

Forms:

<http://www.faa.gov/library/forms/>

Websites

Air Traffic Plans and Publications:

http://www.faa.gov/air_traffic/publications/



ATTACHMENT J-13

AMS Clause Subcontract Flowdown Chart January 2016

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 Title	Applicability
1.13-2	Earned Value Management System (OCT 2014)	Yes (consistent with earned value management policy)
3.1.7-1	Exclusion from Future Agency Contracts (AUG 1997)	Yes (unless the CO determines otherwise)
3.1.7-2	Organizational Conflicts of Interest (AUG 1997)	Yes
3.1.7-5	Disclosure of Conflicts of Interest (MAR 2009)	Yes
3.1.7-6	Disclosure of Certain Employee Relationships (JUL 2009)	Yes
3.2.2.3-8	Audit and Records (JUL 2010)	Yes(for all subcontracts exceeding \$1,000,000 and that meet other conditions as indicated in the clause)
3.2.2.3-25	Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (OCT 2011)	Yes (if the subcontractor is required to submit certified cost or pricing data)
3.2.2.3-27	Subcontractor Cost or Pricing Data (JUL 2004)	Yes(for all subcontracts exceeding \$1,000,000 when cost or pricing data is required)
3.2.2.3-29	Integrity of Unit Prices (JUL 2004)	Yes
3.2.2.3-36	Reversing or Adjusting of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2004)	Yes (for all subcontracts exceeding \$1,000,000 when cost or pricing data is required)
3.2.2.3-37	Notification of Ownership Changes (JUL 2004)	Yes (for all subcontracts exceeding \$1,000,000 when certified cost or pricing data is required)
3.2.2.3-54	Preventing Accidents (JUL 2004)	Yes
3.2.2.7-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (APR 2011)	Yes(applies if the subcontract exceeds \$30,000 and is not for commercial items)

3.2.3-2	Cost Accounting Standards (OCT 2011)	Yes (if CAS applicable)
3.2.3-3	Disclosure and Consistency of Cost Accounting Practices (OCT 2011)	Yes (if CAS applicable)
3.2.3-5	Administration of Cost accounting Standards (APR 1996)	Yes (if CAS applicable)
3.2.4-15	Incentive Price Revision – Successive Targets (OCT 1996)	Yes
3.2.5-5	Anti-Kickback Procedures (Oct 2010)	Yes(if subcontract exceeds \$150,000)
3.2.5-13	Contractor Code of Business Ethics and Conduct (APR 2010)	Yes(if subcontract exceeds \$5,000,000 and has a performance period of over 120 days)
3.2.5-14	Display of Hotline Posters (APR 2008)	Yes (if subcontract exceeds \$5,000,000 except if it is for commercial items or performed entirely outside of the United States)
3.3.1-20	Providing Accelerated Payments to Small Business Subcontractors (OCT 2012)	Yes(if subcontract is with a small business)
3.4.1-10	Insurance – Work on a Government Installation (JUL 1996)	Yes
3.5-1	Authorization and Consent (JAN 2009)	Yes (if subcontract over \$100,000)
3.5-2	Notice and Assistance Regarding Patent and Copyright Infringement (JAN 2009)	Yes(if subcontract over \$150,000)
3.5-8	Refund of Royalties(JAN 2009)	Yes, (if the amount of royalties reporting during the negotiation of the subcontract exceeds \$250)
3.5-9	Filing of Patent Applications – Classified Subject Matter (JAN 2009)	Yes, (if covering or likely to cover classified subject matter).
3.5-10	Patent Rights- Ownership by the Contractor (JAN 2009)	Yes
3.5-12	Patent Rights – Ownership by the Government (JAN 2009)	Yes
3.5-13	Rights in Data – General (OCT 2014)	Yes
3.6.2-5	Certification of Nonsegregated Facilities(MAR 2009)	Yes
3.6.2-9	Equal Opportunity (AUG 1998)	Yes
3.6.2-12	Equal Opportunity for Veterans (JAN 2011)	Yes (if subcontract \$100,000 or more unless exempted)
3.6.2-13	Affirmative Action for Workers with Disabilities (OCT 2010)	Yes (if subcontract exceeding \$10,000 unless exempted)
3.6.2-14	Employment Reports on Veterans (JAN 2011)	Yes(if subcontract \$100,000 or more unless exempted)

3.6.2-28	Service Contract Act of 1965 as Amended (OCT 2014)	Yes
3.6.2-39	Trafficking in Persons (OCT 2015)	Yes
3.6.2-41	Employment Eligibility Verification (SEP 2009)	Yes(if subcontract exceeds \$3,000 except for commercial services or construction)
3.7-2	Privacy Act (MAY 1997)	Yes
3.10.2-6	Subcontracts for Commercial Items and Commercial Components (APR 1996)	Yes
3.10.3-2	Government Property- Basic Clause (OCT 2014)	Yes
3.13-13	Contractor Policy to Ban Text Messaging While Driving (JAN 2011)	Yes(if subcontract above \$150,000)
3.14-1	Security Requirements (JUL 2002)	Yes (if the subcontract includes access to classified information)
3.17-3	Whistleblower Protections under the American Recovery and reinvestment Act of 2009 (JUL 2010)	Yes(if subcontract will be funded in whole or in part with Recovery Act funds)