AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 93

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. *(If applicable)*
0004	08/07/2025		

6. ISSUED BY CODE AAQ510ATL-AFN

FEDERAL AVIATION ADMINISTRATION
AAQ-500 - REGIONAL ACQUISITIONS
1701 COLUMBIA AVENUE
COLLEGE PARK GA 30337

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO. 697DCK-25-R-00302

X 9B. DATED *(SEE ITEM 11)* 08/07/2025

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required.)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14.
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not. ☐ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of Amendment 0004 is to update the solicitation sections identified below, provide the Questions and Answers, and extend the proposal due date. Details as follows:

1. The solicitation is amended with the revised conformed copy attached. Sections J, L and M have all been updated with revisions indicated in red. Within Section J, Attachments 3, and 4 have been replaced with updated versions.

2. Questions and Answers: The attached document containing the Questions and Answers as a result of Amendment 0002 is hereby provided.

3. The proposal due date is hereby changed from January 12, 2026, at 1700 Eastern Time to
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Karina A. Espinosa	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. CONTRACT AUTHORITY	16C. DATE SIGNED
(Signature of person authorized to sign)		KARINA ESPINOSA *(Signature of Contracting Officer)*	Digitally signed by KARINA ESPINOSA Date: 2025.12.10 14:08:44 -05'00'

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	January 16, 2026, at 1700 Eastern Time. Offerors shall sign this amendment and incorporate it in Volume I of the proposal.				

Section B - Supplies or Services/Prices

Section B - Schedule

B.1 GENERAL

This Strategic Sourcing for the Acquisition of Various Equipment and Supplies (SAVES) contract is for Commercial-off-the-shelf (COTS) Hardware (HW) and Software (SW) and is a DOT wide strategic sourcing contract administered and managed by the Federal Aviation Administration (FAA) Offices of Acquisition and Business Services (ACQ) and Information and Technology Services (AIT). The products and services included in this contract include, but are not limited to, software, network infrastructure components (servers, switches, storage arrays, and network devices), personal computing devices (workstations, laptops, tablets, thin clients, notebooks, and similar items), computer peripherals and accessories, audio/visual equipment, and miscellaneous equipment (large screens, touch screens, scanners, projectors, desktop printers, multi-functional devices (MFD)), software to support the above mentioned hardware, and cloud based services by various Original Equipment Manufacturers (OEM) that meet the FAA IT community's requirements. The Contractor must provide product-based services that enable the full lifecycle management of IT assets. These services must be directly related to the range of products offered under the Contract and must be performed as requested by the Contracting Officer on individual delivery orders. Additionally, the Contractor must facilitate the acquisition, deployment and maintenance of IT assets under this contract by providing services including, but not limited to, asset recovery/disposition and warehousing.

This contract DOES NOT include: non-COTS software items, software development for COTS items, web development and web design services, software operations and maintenance (O&M) services, alterations to a physical site (e.g., wiring, electrical, plumbing, construction), level of effort (LOE) support services including full time equivalent employees with a yearly period of performance (i.e. option years).

Up to eight (8) multiple award Indefinite-Delivery, Indefinite Quantity (IDIQ), firm fixed price contracts will be awarded. As a result, pricing will be competed at the individual Delivery Order level in accordance with Section G.4.

The Contractor must provide all items and services as specified in this solicitation, Statement of Work, and as ordered by the FAA through the issuance of delivery orders. The contractor must, upon receipt of an executed delivery order, furnish all items and services in accordance with this contract, the Statement of Work, and any applicable Statement of Work for the respective delivery order.

All terms and conditions contained in this document will be applicable to all delivery orders issued. The delivery orders placed under this contract may be used to support multiple FAA sites, the Department of Transportation, and the Department of Transportation modes.

B.2 PORTFOLIO OF ITEMS

Under this Contract, the FAA will maintain a portfolio of approved IT Solutions that supports the FAA's mission demands in which IT solutions be delivered securely and cost effectively while meeting the agency's diverse business requirements. This portfolio applies to the FAA Enterprise Architecture via the IT Standards Technology Product List/Roadmap that supports National Airspace System (NAS) and Non-NAS functions, multiple LOBs, and critical programs, and is identified in Attachment 6 "Schedule B CLIN_OEM list." Therefore, the OEM list represents approved products available for use. If there is a business requirement to procure any of these OEMs/products, it will be done at delivery order level. Refer to Section G.3 Ordering Procedures.

The OEM list is not all inclusive and the FAA will make periodic updates to the OEM list via the Technology Product Roadmap. ** Refer to Section C.23 for additional information on the OEM list.

The Contract Line Items Numbers (CLINs) identified in Attachment 6 represent the approved IT products in the OEM list. Each CLIN defines the OEM requirement and is categorized into the following buckets:

New HW/SW
Annual HW/SW
Multi-Function Device
Approval for HW/SW
Additional information on CLIN structure is found in Section C.5.1.

** The SAVES Procurement Officials will provide a tool to access this OEM list at time of award.

B.3 PRICING TERMS

All pricing for each CLIN identifying the OEM requirement will be fixed price at the delivery order level and will not exceed the lowest available price from any Government Ordering Vehicle (eg GSA FSS, NASA SEWP), commercial catalog/price list of the Contractor. The contractor must provide all documentation necessary at the ordering level for the Government to verify their proposed pricing. The government reserves the right to request other than cost pricing data at the delivery order level.

The Government intends to compete future requirements at the delivery order level; however, Offerors are advised that the FAA reserves the right to utilize any of the prices as proposed on the Price Model Evaluation Attachment 2A or Attachment 2B spreadsheet within the first 6 months of the Contract award per Section G.4.1, Section L.11.2.3, and Section M.3.4, and therefore, Offerors must ensure the proposed pricing is reasonable and balanced.

B.4 CREDIT CARD TRANSACTIONS

The SAVES Contractor must accept payment via Government Purchase Card (a credit card). If a credit card surcharge is applicable, the quote must clearly state such including the amount to be charged. If the quote did not specify the surcharge, the surcharge cannot be added after the quote is submitted. Purchase card surcharges are regulated by the appropriate State authority. The following limitations apply to imposed credit card surcharges:

- The surcharge amount is limited to the specific and negotiated acceptance rate of a SAVES contractor and the networks; meaning that contractor is not allowed to profit from choosing to assess surcharges. For example, if a contractor's negotiated acceptance rate with VISA and MasterCard is 3%, the contractor is allowed to impose a surcharge of no more than 3% of the total transaction value. Please note that the total surcharge rate a contractor can impose cannot exceed 4% in any State.

B.5 TOTAL ESTIMATED CONTRACT VALUE

The minimum ordering obligation under this Contract is $1,000 per Contract holder. The Government has no obligation to order additional supplies or services or issue additional delivery orders to the Contractor beyond the minimum ordering obligation specified. The exercise of the option period does not re-establish the contract minimum.

The anticipated maximum cumulative ceiling amount of all contracts to be awarded is $4,100,000,000.00. The ceiling is cumulative among all IDIQ contracts awarded under the Solicitation.

Clause List

3.2.5-6 ALTERNATE I RESERVED (OCT 2024)

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Section C - Description/Specifications

Scope of Work

The Statement of Work attachment can be found in Section J.

Clause List

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Section D - Packaging and Marking

Clause List

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all deliverables hereunder shall be in accordance with Best Practices for Commercial Packaging, sufficient to assure arrival at destination in a safe and undamaged condition. Supplies shall be shipped prepaid by common carrier, parcel carrier or parcel post (unless otherwise specified on individual orders).

D.2 MARKING

The outside of the shipping container shall be marked with the applicable contract number and delivery order number. A detailed paper packing list in an envelope comparable to DD Form 250 shall be conspicuously placed on the outside of lowest numbered package (one packing list for each shipment).

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Section E - Inspection and Acceptance

Clause List

3.10.4-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1996)

3.10.4-2 INSPECTION OF SUPPLIES - FIXED PRICE (NOV 1997)

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

3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APR 1996)

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Section F - Deliveries or Performance

Clause List

3.2.2.8-3 DELIVERY OF EXCESS QUANTITIES (APR 1996)

3.10.1-9 STOP-WORK ORDER (APR 2025)

3.10.1-24 NOTICE OF DELAY (MAR 2009)

3.11-34 F.O.B. DESTINATION (APR 1999)

3.2.2.8-2 VARIATION IN QUANTITY (JUL 2024)

(a) A variation in the quantity of any contract item will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation must be limited to: 0.0 % increase and 0.0% decrease [CO must insert percentages]. This permissible variation must be limited to zero. *

*[CO must insert the designations(s) to which the percentages apply, such as (1) the total contract quantity, (2) item 1 only, (3) each quantity specified in the delivery schedule, (4) the total item quantity for each destination, or (5) the total quantity of each item without regard to destination.]

(End of clause)

F.1 PERIOD OF PERFORMANCE

Basic Contract Term:
The term of this IDIQ contract is a total of ten (10) years, inclusive of one (1), five (5) year base period and one (1), five (5) year option period. If the Government elects to exercise any available option period(s), written notification of the Government's intent to exercise an option will be provided to the Contractor in accordance with the procedures in AMS 3.2.4-35 Option to Extend the Term of the Contract.

Task Order(s) Term:
The term for each Delivery Order placed under the Basic Contract will be specified in the individual Delivery Order. Under no circumstances may a Delivery Order be placed under the Basic Contract if the Basic Contract has expired, has been terminated or cancelled by the Government. Delivery Order options, if included at initial issuance of the Delivery Order, may be exercised after the expiration date of the Basic Contract. Delivery Orders may extend past the basic contract ordering period as specified in AMS Clause 3.2.4-20 Indefinite Quantity.

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Section G - Contract Administration Data

Clause List

3.10.1-22 CONTRACTING OFFICER'S REPRESENTATIVE (APR 2012)

G.1 DESIGNATION OF CONTRACTING OFFICER

The Contracting Officer is responsible for all contract administration under the contract. The Contracting Officer may designate, in writing, a Contract Specialist who will assist in the administration of contractual matter under the contract. All correspondence regarding contract administration should be addressed to the Contracting Officer.

The Contracting Officer identified is the only person authorized to approve changes in any of the requirements under the contract and, notwithstanding any clause contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. No verbal statement by any person, or unwritten statement by anyone other than the Contracting Officer, or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation or any resulting contract. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract to cover any increase in commodity as a result thereof.

All requests for interpretation shall be made in writing to the Contracting Officer. The contractor shall submit request for modification of the contract to the Contracting Officer with a copy of the request to any appointed Contracting Officer's Representative. Contracting problems, of any nature, that may arise during the life of the contract must be handled in conformance with the FAA Acquisition Management System regulations. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer's Representative and t he Contractor shall bring all such unresolved contractual problems to the immediate attention of the Contracting Officer.

The Contracting Officer for this contract is:
Karina Espinosa AAQ-590
1701 Columbia Ave
College Park, GA 30337
Karina.Espinosa@faa.gov

The Alternate Contracting Officer for this contract is:
Kristin T. Frantz AAQ-590
1701 Columbia Ave
College Park, GA 30337
Kristin.T.Frantz@faa.gov

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

The Contracting Officer (CO), identified above, has the overall responsibility of the Contract and resultant delivery orders. The CO is authorized to take actions on behalf of the Government to amend, modify, or deviate from the Contract terms, conditions and requirements. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Representative (COR). A COR shall be appointed for the Contract after award. An Alternative COR may also be delegated by the CO for each Delivery Order (DO) issued. The appointment(s) will be effective until the DO is completed or a written, or electronic, notice of termination is received from the CO responsible for the DO, whichever occurs first. Changes to the COR/ALT COR may be made by the CO via email direction or by DO modification (changes, directed by email will be confirmed in the next subsequent modification as applicable). The COR/ALT COR has the authority to monitor the progress of the supplies and services that are to be delivered under the DO. This includes visits to the place of performance, meetings and telephone conversations with the Contractor personnel, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO.

The COR/ALT COR cannot authorize or order cessation of work or delete, change, or waive any of the requirements or other terms and conditions of the DO. Should the Contractor request a change (monetary or otherwise) to the DO, it must be a written request submitted to the CO for consideration. If appropriate, the change will be incorporated by a contract modification/revision. Whenever a difference of opinion between the Contractor and the COR/ALT COR occurs, the Contractor must notify the CO immediately.

G.3 ORDERING PROCEDURES
Within 21 calendar days of Contract award, the SAVES Contractor must begin accepting orders.

All orders under this Contract must originate from either:
- A Delivery Order (DO) issued by a Contracting Officer,
- A credit card transaction placed by Government Purchase Card (PCARD) holders, or
- All other modes of the Department of Transportation will process all of their orders regardless of value.

Any other Delivery Orders or requests shall have no effect.

All terms and conditions contained in this document will be applicable to all delivery orders issued.

G.3.1 REQUEST TYPES AND RESPONSE TIMES

Request-For-Quote (RFQ):
Contains specific requirements. Pursuant to Section C.5.1, the CLINs will be indicated at time of quoting. Quotes submitted must include all information from RFQ.

- RFQ Response Time Limits*:* Submit quotes or no bids back to the SAVES quote email box (9-FAA-SAVES- QUOTES@faa.gov) within 4 business days.

Request-For-Information (RFI):
General in nature, does not have specific requirements. CLINs will not be indicated at time of responding.

- RFI Response Time Limits: Submit information back to SAVES quotes email box within 30 calendar days.

G.3.2 SHARING OF RFQ/RFI INFORMATION

Government issued RFQs/RFIs are not to be shared or "directly fed" to the public. They should only be provided to companies for whom you accept contractual and programmatic responsibility and oversight and with whom you have a business relationship in order to have them work with you and assist you in responding. In accordance to Section C.17, the Supply Chain Risk Management specifically addresses the different levels of the su pply chain and reinforces the importance of "relationships" between a SAVES Contractor and Industry.

You are responsible for how the information you share is used and all actions by any companies related to those RFQs/RFIs. If a company obtains a SAVES RFQ/RFI from you and uses that information for any reason other than to assist you with a quote, your performance rating may be negatively impacted. Examples of misuse would include contacting the customer without your knowledge and oversight, providing quotes or other information outside SAVES, questioning the customer on their requirements, requesting information concerning awards, contacting the customer post-award to complain about their selection, etc. All communications must be coordinated through and with your company.

Since the subject of sharing RFQs/RFIs can be sensitive due to possible proprietary information, sensitive and/or classified requirements, etc. we are concerned about any "direct feeding" of RFQs/RFIs to the public and/or any fees that a SAVES Contractor may be charging to provide that direct feed service.

G.3.3 RFQ/RFI REQUEST PROCESS

1. When a request is issued via the SAVES quotes email box at 9-FAA-SAVES-

QUOTES@faa.gov, the SAVES vendor must respond back to the SAVES email box with a quote in a MS Word, PDF, MS Excel document or a mutually agreed upon format. The quote must be accompanied listing all CLINs quantities and prices matching exactly what was in the quote.

2. For DOT Modes with a DOT email address (e.g. john.doe@dot.gov), SAVES vendors can receive RFI/RFQ and send back quotes outside the SAVES quotes email box.
3. For FAA customers with an FAA email address (e.g. jane.doe@faa.gov), all RFQs/RFIs are issued through t he
SAVES email box, and the FAA customer should not call or email SAVES vendors to request a quote and have it be emailed back to them.

Please be advised that most of the RFQs/RFIs come from AIT personnel that have developed the RFQ/RFI forms. If you're receiving an RFQ/RFI outside of the SAVES quotes email box, please advise the customer you only have 2 options:

i. Decline to provide them a quote, or

ii. Have the FAA customer contact SAVES personnel for further guidance at: 9-NATL-SAVES@faa.gov

4. If this is a purchase card and the Purchase Card Holder (PCARD) contacted you directly to make a purchase, you can send them an updated quote/credit card transaction detail via email.

5. All quotes must indicate the validity period (minimum of 30 days).

6. Partial quoting is only allowed if explicitly stated by the customer. If you are unable to respond to the entire RFQ the SAVES vendor must provide a no-bid for the opportunity.

7. Each individual item on a quote should be clearly marked with its Trade-Act-Agreement (TAA) status. Items whose statuses are unknown should be clearly marked as non- compliant.

8. Within one business day of an order shipping, the SAVES vendor must provide the customer with the shipment tracking number.

9. "No bids" are required.

10. All questions, comments or other correspondence with customers during the RFQ process must only be through the SAVES quotes email box.

The Contractor must:

- Notify the ordering CO/PCARD if an item is out of stock. The ordering CO/PCARD must have the option o f requesting a back-order, substituting another available Contract product, or canceling the item from the order. Under no circumstance is the Contractor permitted to make unauthorized substitutions.

- Show specialized delivery requirements such as OCONUS delivery; expedited delivery; specialized handling where applicable.

- Inform ordering CO/PCARD of the availability dates for unfilled and partial shipment orders.

- Provide an automatic tax exemption, where applicable, for all purchases covered under the Contract.

- The Contractor must ensure that Government issued DOs match any Contractor provided quotes by line ite m and prices. Any quotes that have expired at the time of order placement must be re-quoted.

- Items returned prior to the Government's acceptance are not subject to restocking fees or other charges unless the return is due to a government-initiated change.

- The delivery orders issued under the Contract will be competed among the contract holders according to the procedure set forth in Section G.4.

G.4 DELIVERY ORDER COMPETITION REQUIREMENTS

In the event the requirement is estimated (based on the Government's internal estimate) to be under $250,000.00, the competition for the requirement will be limited to the small business contract holders. The Government will evaluate quotes received and will award to the lowest price small business contract holder that meets the requirement.

If orders estimated to be under $250,000.00 do not receive at least two reasonable small business offers, the Administrative Contracting Officer (ACO) has the discretion to allow the delivery order to be competed amongst all contract holders.

In the event the requirement is estimated (based on the Government's internal estimate) to be $250,000.00 and abov e, the delivery order will be competed amongst all contract holders. The Government will evaluate quotes received and will award to the lowest price contract holder that meets the requirement.

The Government reserves the right to increase the $250,000 threshold identified above, to align with increases to the AMS threshold, if the AMS threshold changes.

G.4.1 YEAR ONE DELIVERY ORDER REQUIREMENTS (if applicable)

Within 6 months after date of award, the FAA reserves the right to place delivery orders utilizing the prices as proposed on Attachment 2A – Small Business Price Model Evaluation Worksheet and Attachment 2B – Unrestricted Price Model Evaluation Worksheet (if applicable), as competed and determined to be fair and reasonable at time of award, or to compete the requirements for lower prices in accordance with the ordering procedures set forth in Sections G.3 and G.4 above, including estimated pricing requirements limited to Small Business contract holders. Note that the Price Model Evaluation Worksheets are a historic representation of the FAA's requirements and is not representative of all requirements or applicable to all Year One orders.

G.4.2 ON-RAMPING

The Government may consider, at its sole and absolute discretion, conducting an open-season/on-ramp as either Small Business or Unrestricted at any time during the life of the program to admit new companies (and/or Award additional pools) into the contract, if it is deemed to be in the best interest of the Government. If deemed eligible, companies whose original proposals were not accepted, or IDIQ option periods were not renewed will be allowed to submit proposals during open seasons. The CO may conduct market research to assess additional technologies available in the open market. The CO may also assess the amount of competition available. The Government will review the need for additional HW/SW SAVES contractors to keep the eligible pool(s) viable/competitive, and/or to ensure that the agency maintains access to the latest technological solutions in contracts for IT products. The Government may evaluate the benefit of conducting an on-ramp on the multiple award IDIQ vehicle on an annual basis. The Government reserves the right to on-ramp in year five of the base ordering period, prior to exercising the five-year option ordering period. However, the Government may conduct an on-ramping in any year of the ordering period in order to maintain adequate competition or to obtain access to additional technologies and capabilities. Specific guidance will be identified prior to exercising the five-year option ordering period.

G.4.3 TECHNICAL REFRESH

In accordance with C.23, the FAA anticipates performing a Technology Refreshment process on a quarterly basis for the addition of new OEMs/products, the deletion of OEMs/products identified in Schedule B, OEM list, and/or

adjustment of OEMs/products as necessary. The SAVES HW/SW contracts will utilize CLIN 4 in instances where new OEMs are proposed to be added. The SAVES team will utilize a quarterly technical refresh to add the new CLIN 4 products to each vendors respective schedule B.

This process will include the review of Contractor proposals of Technical refreshments. Contractor proposals of new technology which will upgrade, replace, extend, or enhance the components will be evaluated at the Government's discretion, and the Contractor must submit a technology refreshment proposal to the COR and CO outlining the proposed technology (to be reviewed quarterly or at the Government's discretion, CLIN 4 requirements). Included in this proposal there shall be pricing data (i.e., current published commercial price list), a justification of how the new technology represents an improvement over existing solutions, and any other commercial technical information as needed to appropriately review the item(s), or as requested by the COR. The Government reserves the right to approve any or all the proposed items and to unilaterally modify the contract to provide for the ordering of the new technology as described in Section B, CLIN 4 Approval HW/SW Requirements.

The Government reserves the right to remove any item from the current contract if it deems the item to be out of scope, not reasonably priced, out of date, or missing technical information.

NOTE: This excludes updated or new versions of existing hardware products. Only entirely new products are considered for addition.

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Section H - Special Contract Requirements

Clause List

3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2020)

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

(1) Contracts written on paper and contracts in electronic form;
(2) Pen-and-ink signatures and electronic signatures; and
(3) Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) Certain documents may need to be provided or maintained in original form, such as large-scale drawings impractical to convert to electronic format or a document with a raised seal signifying authenticity. This clause does not change or affect any other requirements that a document must be in paper format to satisfy legal requirements such as for certain real estate transactions.

(d) The use of electronic signature technology is authorized under this solicitation and the resulting contract.

(e) Contractors must not digitally sign any documents with software that uses the Secure Hash Algorithm 1 (SHA-1). All digitally signed documents and contracts sent to the FAA must use a SHA-256 or higher hash algorithm. This is based on the National Institute of Standards and Technology (NIST) Policy Statement on Hash Functions dated August 5, 2015. Further guidance on the use of SHA-256 is in NIST Special Publication (SP) 800-57 Part 1, section 5.6.2 as amended and SP 800-131A, Revision 1 dated November 6, 2015. Additional guidance on the use of SHA-3 is in NIST SP 800-185 as amended.

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

(End of Clause)

3.13-15 CONFIDENTIALITY OF DATA AND INFORMATION (NOV 2016)

(a) In performance of this contract, the contractor and any of its subcontractors, may need access to and use various data and information in the possession of the Government.This data and information may have been obtained under conditions which restrict the Government's right to use and disclose this data and information or which may be adverse to the interests of the Government or other parties if it is disseminated or used in a capacity other than in performance of this contract. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless it is already publically available; or (2) use for any purpose other than the performance of this contract any data or information which bears a restrictive marking or legend which the contractor has gained access to through the performance of this contract, or information that should be marked according to FAA Order 1600.75 "Protecting Sensitive Unclassified Information (SUI)". For the sole purpose of this clause, "information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or visual form.

(b) In the event the work required to be performed under this contract requires access to proprietary data and information of other companies, the contractor must obtain agreement from such other companies for such use unless such data are provided or made available to the contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for information only. These agreements must prescribe the scope of authorized use and disclosure of the proprietary data and information as well

as any other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data or information, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use by or unauthorized disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) The contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information as required above. The contractor must obtain from each employee in connection with this contract a signed Non-Disclosure Agreement. This agreement must provide that the employee will not, during employment or anytime thereafter, disclose or use for current or future benefit of any party any of the data (to include any form of Sensitive Unclassified Information (SUI) described in FAA Order 1600.75) or information not publically available received in connection with the work under the contract.

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

(e) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition and the reason why; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the contractor must return all such data and information described above obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The contractor must further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted from the contractor's (and any subcontractor's) records and destroyed. The FAA reserves the right to audit the deletion. The FAA must provide notice of the audit 10 calendar days prior to the audit.

(g) These restrictions do not limit the contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

(End of clause)

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Section I - Contract Clauses

Clause List

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

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

(End of clause)

3.1.7-1 EXCLUSION FROM FUTURE AGENCY CONTRACTS (JUL 2018)

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3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 2023)

3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)

3.2.4-28 CANCELLATION OF ITEMS (OCT 2019)

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3.2.5-3 GRATUITIES OR GIFTS (OCT 2024)

3.2.5-4 CONTINGENT FEES (OCT 2024)

3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2024)

3.2.5-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (OCT 2024)

3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 2024)

3.2.5-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2024)

3.3.1-1 PAYMENTS (JUL 2018)

3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (JUL 2018)

3.3.1-8 EXTRAS (OCT 2024)

3.3.1-9 INTEREST (APR 2023)

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3.3.1-17 PROMPT PAYMENT (OCT 2024)

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

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT (OCT 2024)

3.3.1-38 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS – COMMERCIAL SOFTWARE (OCT 2024)

3.3.2-1 FAA COST PRINCIPLES (OCT 2019)

3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES - FIXED PRICE CONTRACT (APR 2025)

3.5-1 AUTHORIZATION AND CONSENT (APR 2023)

3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JAN 2009)

3.5-3 PATENT INDEMNITY (APR 2017)

3.5-13 RIGHTS IN DATA - GENERAL (OCT 2014)

3.5-13 RIGHTS IN DATA - GENERAL (OCT 2014) - ALTERNATE II (JAN 2009)

3.5-13 RIGHTS IN DATA - GENERAL (OCT 2014) - ALTERNATE III (JAN 2009)

3.5-17 RIGHTS IN DATA - EXISTING WORKS (JAN 2009)

3.5-18 COMMERCIAL COMPUTER SOFTWARE LICENSE (JAN 2009)

3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, SERVICE-DISABLED VETERAN OWNED, AND HUBZONE SMALL BUSINESS CONCERNS (APR 2025)

3.6.1-4 SMALL BUSINESS SUBCONTRACTING PLAN (APR 2025)

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3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 2025)

3.6.2-39 TRAFFICKING IN PERSONS (OCT 2024)

3.6.2-44 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (APR 2025)

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3.6.3-17 EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (OCT 2024)

3.6.4-8 BUY AMERICAN ACT AND FAA BUY AMERICAN PREFERENCE - USMCA IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM (JAN 2024)

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

3.6.4-21 EXPORT CONTROL (JUL 2014)

3.6.6-1 DRUG FREE WORKPLACE (APR 2023)

3.6.6-2 SEAT BELT USE BY CONTRACTOR EMPLOYEES (APR 2023)

3.6.6-3 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JUL 2023)

3.8.9-2 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JUL 2023)

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3.10.1-7 BANKRUPTCY (APR 1996)

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

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

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

3.10.1-28 CHANGES REQUIRED BY AMS (JAN 2024)

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3.10.5-1 PRODUCT IMPROVEMENT/ TECHNOLOGY ENHANCEMENT (APR 1996)

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

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

3.11-62 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (APR 2025)

3.13-11 PLAIN LANGUAGE (JUL 2006)

3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APR 2025)

3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JAN 2022)

3.14-6 PRIVACY OR SECURITY SAFEGUARDS (NOV 2016)

3.14-8 NON-FAA INFORMATION SYSTEMS (JUL 2017)

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (APR 2023)

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

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

(i) participated in preparation of proposals for award; or
(ii) are planned to be used during performance; or
(iii) are used during performance; and

(2) The name of each individual, retained in any capacity by the contractor, who was employed by FAA during the five-year period immediately prior to the date of award; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.
(2) Exclusion from subsequent FAA contracts.
(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

_____
Authorized Representative

_____
Company Name

_____
Date

(h) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition and the reason why; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(End of clause)

3.2.4-2 FIXED-PRICED CONTRACTS WITH ECONOMIC PRICE ADJUSTMENT-STANDARD SUPPLIES (JUL 2024)

(a) The Contractor warrants that the unit price stated in the "Schedule" for _____ [offeror insert "Schedule" line item number(s)] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term unit price excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term established price means a price that

(1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and

(2) is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor must promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price must be decreased by the same percentage that the established price is decreased. The decrease must apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract must be modified accordingly. The Contractor must certify:

(1) on each invoice that each unit price stated in it reflects all decreases required by this clause; or

(2) on the final invoice that all required price decreases have been applied as required by this clause.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price must be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract must be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause must not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price must be effective:

(i) on the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) if the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price must not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor.

(4) No modification of unit price must be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) above, and thereafter if there is no cancellation, the Contractor must continue deliveries according to the contract delivery schedule, and the Government will pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) above.

(End of clause)

3.2.4-16 ORDERING (OCT 2024)

(a) Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from 02/01/2026 through 01/31/2036.

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

(c) If mailed, a delivery order or task order is considered "issued" when the FAA deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the FAA sends the order. Orders may be issued orally only if authorized in the contract.

(End of clause)

3.2.4-17 ORDER LIMITATIONS (OCT 2019)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $100,000,000.00;

(2) Any order for a combination of items in excess of $100,000,000.00; or

(3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor must honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

3.2.4-20 INDEFINITE QUANTITY (OCT 2019)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance must be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor must furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government will order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period must be completed by the Contractor within the time specified in the order. The contract must govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor must not be required to make any deliveries under this contract after 120 months.

(End of clause)

3.2.4-34 OPTION TO EXTEND SERVICES (OCT 2019)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the

Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder must not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (JUL 2021)

(a) The Government may extend the term of this contract by written notice (contract modification) to the Contractor prior to the expiration of the current period of performance provided, that the Government will give the Contractor a preliminary written notice of its intent to extend at least 30 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, must not exceed 0 (months) 10 (years).

(End of clause)

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2024)

(a) Definitions.

(1) "The Act," as used in this clause, means section 1352, title 31, United States Code.
(2) "Agency," as used in this clause, means executive agency, within the meaning of 5 U.S.C. 101, 102, and 104(I), and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101.
(3) "Covered Federal action," as used in this clause, means any of the following Federal actions:

(i) The awarding of any Federal contract.
(ii) The making of any Federal grant.
(iii) The making of any Federal loan.
(iv) The entering into of any cooperative agreement.
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(4) "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304) and include Alaskan Natives.
(5) "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
(6) "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
(7) "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
(ii) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
(iii) A special Government employee, as defined in section 202, title 18, United States Code.

(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

(8) "Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
(9) "Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
(10) "Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
(11) "Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
(12) "'Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person must be considered to be regularly employed as soon as the officer or employee is employed by such person for 130 working days.
(13) "State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal action) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the screening information request (SIR), the offeror must complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
(3) The offeror will include the language of this clause in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 must disclose accordingly.
(4) This certification and disclosure is a prerequisite for making or entering into this contract imposed by the Act. Any person who makes a prohibited expenditure or fails to file or amend a disclosure form, must be subject to a civil penalty of not less than $10,000 and not more than $100,000, for each such failure.

(c) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by its own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically

requested by an agency or Congress is permitted at any time.
(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(A) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) The following agency and legislative liaison activities are permitted where they are prior to the Screening Information Request (SIR) of any covered Federal action:

(A) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
(B) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
(C) Capability presentations by persons seeking awards from an agency pursuant to the provisions of a law authorizing such actions;

(2) Professional and technical services.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of:

(A) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
(B) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(ii) For purposes of subdivision (c)(2)(i) of this clause, 'professional and technical services' must be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a submittal/offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's submittal/offer, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a submittal/offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
(iv) The reporting requirements herein must not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted under this clause.

(d) Disclosure.

(1) If the Contractor, who requests or receives from an agency a Federal contract, has made or has agreed to make any payment using non-appropriated funds (to include profits from any Covered Federal action), to any person for the purpose of influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a Covered Federal action, the Contractor must file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities..
(2) The Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (d)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor must require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding $150,000 under the Federal contract.
(4) All subcontractor disclosure forms must be forwarded from tier to tier until received by the prime Contractor. The prime Contractor must submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor.

(e) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(f) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or fails to file or amend the disclosure form to be filed or amended by paragraph (b) must be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
(2) Contractors may rely without liability on the representations made by their subcontractors in the certification and in the disclosure form.

(g) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

3.2.5-15 ATTORNEY-CLIENT PRIVILEGE (OCT 2024)

(a) During performance of the contract, the Contractor may be required to attend meetings at which FAA employees seek and receive legal advice from FAA attorneys. The FAA intends, and the Contractor agrees, that such advice must be treated as confidential legal advice, that the Contractor must not discuss with or otherwise disclose such

legal advice to any person, that such advice must not be included in notes (electronic or otherwise), written reports, or minutes of such meetings, and that such advice must not be redistributed, forwarded or otherwise transmitted. For the purposes of asserting the Attorney-Client privilege with regard to such information, the Contractor and its employees must be considered agents of the FAA.

(b) During performance of this Contract, the Contractor also may encounter, come into possession of, or otherwise become aware of documents or other communications and/or their contents which reflect legal advice from FAA attorneys. The FAA intends, and the Contractor agrees, that such advice must be treated as confidential legal advice, that the Contractor must not discuss with or otherwise disclose such legal advice to any person, that such advice must not be included in notes (electronic or otherwise), written reports, or minutes of such meetings, and that such advice must not be redistributed, forwarded or otherwise transmitted. For the purposes of asserting the Attorney-Client privilege with regard to such information, the Contractor and its employees must be considered agents of the FAA.

(c) Employees of the Contractor may be asked to participate as witnesses in judicial or administrative meetings, litigation, or other proceedings where Contractor employees' participation is necessary. In such proceedings involving third parties to which the Contractor is not a named party, the Contractor must support the FAA by promptly providing to the FAA any documents requested which the Contractor may have in its possession and by making Contractor employees available to assist FAA attorneys. This clause does not preclude the Contractor or the Contractor employees from being represented by Counsel retained by the Contractor or the Contractor employee, provided such representation is at no direct cost to the FAA.

(d) The contractor must consider any and all other communications between attorney and client it encounters, however denominated, as communications that are part of the FAA deliberative process, attorney-client or attorney-work product, all of which are privileged and not subject to disclosure outside the Agency or to the public.

(e) If the Contractor believes it cannot or will not comply with the obligations set forth in this clause, it has an affirmative obligation immediately to notify the Contracting Officer. Any failure by the Contractor to ensure compliance by its employees with this clause will be considered by the FAA to be a material breach of the contract. The obligations set forth in this clause survive the contract.

(end of clause)

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)

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

(End of clause)

3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (JAN 2024)

(a) Definitions. As used in this clause

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Identity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.

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

"Unique Entity Identifier (UEI)" (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

"Electronic Funds Transfer indicator" means a 4-character suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

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

(c) If the offeror does not have a UEI, it should contact www.sam.gov directly to obtain one.

The offeror should be prepared to provide the following information:

(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company Physical Street Address, City, State, and ZIP Code.
(4) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
(5) Company Telephone Number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company Headquarters name and address (reporting relationship within your entity).

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are certified as an SDVOSB under the Small Business Administration's Veteran Small Business Certification Program (VetCert).

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor

indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of Clause)

3.3.1-40 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (OCT 2024)

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

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

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

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

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

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

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

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

(1) Invoice number and invoice date.
(2) Period of performance covered by invoice.
(3) Contract number and title.
(4) Task/Delivery Order number and title (if applicable).
(5) Amount billed (by CLIN), current and cumulative.
(6) Total ($) of billing.
(7) Cumulative total billed for all contract work to date.

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

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

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

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

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

(3) DELPHI registration instructions. New users should request access to Delphi eInvoicing by sending an email to 9-AMC-FAA-iSupplier@faa.gov. Once access is granted, users should navigate to http://einvoice.esc.gov to activate the account. Users are required to log in every 45 days to keep it active.

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

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

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

3.6.1-14 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JAN 2021)

(a) Definitions. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) A portion of this requirement, identified elsewhere in this solicitation, has been set-aside for award to one or more small business concerns. Offers received from concerns that do not qualify as small business concerns will be considered nonresponsive and will be rejected on the set-aside portion of the requirement.

(2) Small business concerns may submit offers and compete for the non-set-aside portion and the set-aside portion.

(c) The Offeror must-

[*Contracting Officer check as appropriate.*]

[ ] Submit a separate offer for each portion of the solicitation for which it wants to compete (i.e. set-aside portion, non-set-aside portion, or both); or

[X] Submit one offer to include all portions for which it wants to compete.

(d) Partial set-asides of multiple-award contracts.

(1) Small business concerns will not compete against other than small business concerns for any order issued under the part or parts of the multiple-award contract that are set aside.

(2) Small business concerns may compete for orders issued under the part or parts of the multiple-award contract that are not set aside, if the small business concern received a contract award for the non-set-aside portion.

(End of clause)

3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (APR 2022)

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

> (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans),
>
> (2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans; and
>
> (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

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

(c) The Contractor must submit VETS-4212 Reports no later than September 30 of each year.

(d) The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date:

> (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
>
> (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

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

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

(End of clause)

3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (APR 2025)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), except as otherwise specifically provided (in this statute) means the 50 States, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's (DHS) Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor must use E-Verify, located on DHS.gov, and-

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3)); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4)).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of-

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3)); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3)); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4)).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a

takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at paragraph (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) DHS or the Social Security Administration may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(d) Subcontracts. The Contractor must include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than $10,000 and includes work that is performed in the United States.

(End of clause)

3.6.4-2 BUY AMERICAN ACT - SUPPLIES (JAN 2024)

(a) The Buy American Act (41 U.S.C. §§ 8301-8305) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government gives preference to domestic end products.

(b) Definitions:

(1) "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

(2) "Cost of components" means-

(A) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(B) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (A) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

(3) "Domestic end product," as used in this clause for an end product that does not consist wholly or predominantly of iron or steel or a combination of both, means

(A) an unmanufactured end product mined or produced in the United States, or

(B) an end product manufactured in the United States, if

(i) the cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic, or

(ii) the end product is a COTS item, or

For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

(4) "End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(5) "Fastener" means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

(6) "Foreign End Product" means an end product other than a domestic end product.

(7) "Foreign offer," as used in this clause, means an offered price for a foreign end product, including transportation to destination and duty (whether or not a duty free entry certificate is issued).

(8) "Predominantly of iron or steel or a combination of both" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

(9) "Steel" means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

(c) The Contractor must deliver only domestic end products, except those--

(1) For use outside the United States;

(2) That the FAA determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality. In accordance with AMS Guidance T3.6.4A.3.c (3) (c), such determinations of non-availability must also be approved by the FAA Acquisition Executive (FAE) and reviewed by the Office of Management and Budget (OMB) Made in America Office (MIAO);

(3) For which the FAA determines that domestic preference would be inconsistent with the public interest; or

(4) For which the FAA determines the cost to be unreasonable.

(A) Unless the FAA determines otherwise, the offered price of a domestic end product is unreasonable when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer, inclusive of duty, by:

(i) More than 20 percent, if a domestic offer is from a large business that is not a labor surplus area concern; or

(ii) More than 30 percent, if a domestic offer is from a small business concern or any labor surplus area concern.

(B) The evaluation in subparagraph (A) above will be applied on an item by item basis or to any group of items on which award may be made, as specifically provided by the screening information request.

(C) If an award of more than $250,000 would be made to a domestic concern if the 30 percent factor were applied, but not if the 20 percent factor were applied, the FAA will decide whether award to the domestic concern would involve unreasonable cost.

(End of clause)

3.6.4-17 BUY AMERICAN ACT AND FAA BUY AMERICAN PREFERENCE-USMCA IMPLEMENTATION ACT-BALANCE OF PAYMENTS CERTIFICATE (JAN 2024)

(a) The offeror certifies that each end product or service, except as listed below, is a domestic end product or service (as defined in the AMS clause 3.6.4-8 "Buy American Act and FAA Buy American Preference-USMCA Implementation Act-Balance of Payments Program") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product	Country of Origin
_____	_____
_____	_____
_____	_____
(list as necessary)	

(b) Under certain circumstances, offers of United States-Mexico-Canada Agreement (USMCA) country end products (as defined in the AMS clause 3.6.4-8 "Buy American Act and FAA Buy American Preference-USMCA Implementation Act-Balance of Payments Program") will be given the same preference as domestic end products. To obtain this preference, offerors must identify below those end products that are USMCA country end products. Products that are not identified and certified below will not be deemed USMCA country end products

Excluded End Product	USMCA Country of Origin

_____	_____
_____	_____
_____	_____
(List as necessary)	

(c) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act or FAA Buy American Preference.

(End of provision)

3.8.9-4 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB ENTITIES (JAN 2024)

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

Kaspersky Lab covered article means any hardware, software, or service that-

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means-

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g. "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from-

(1) Providing any Kaspersky Lab covered article that the Government will use; and

(2) Using any Kaspersky Lab covered article in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement*.

(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor must report this in writing to the Contracting Officer. For indefinite delivery contracts, the Contractor must report this in writing to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (c) (1) of this clause:

(i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts*. The Contractor must insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

3.8.9-5 PROHIBITION ON USING BYTEDANCE COVERED APPLICATIONS INCLUDING TIKTOK (JUL 2023)

(a) Definitions. As used in this clause-

"Covered Application" means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

"Information technology," as defined in 40 U.S.C. 11101(6)-

(1) Means any equipment, or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a Contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal Contractor incidental to a Federal contract.

(b) *Prohibition*. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that a waiver has been granted in accordance with AMS Guidance T3.8.9C.3.c.(2).

(c) *Subcontracts*. The Contractor must insert the substance of this clause, including this paragraph (c), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

3.8.9-7 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION (JAN 2024)

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

Covered article, as defined in 41 U.S.C. 4713(k), means-

(1) "Information technology," as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) "Telecommunications equipment" or "telecommunications service," as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following-

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency-

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition*.

(1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[The Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:]

Yes [X] No [ ] DHS FASCSA orders

Yes [ ] No [X] DoD FASCSA orders

Yes [ ] No [X] DNI FASCSA orders

(2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.

(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.

(5) *Contractor request for waivers*.

(i) *Required disclosures*. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract or for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item Description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *FAA review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement*.

(1) During contract performance, the Contractor is required to:

(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and

(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product

or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer. For indefinite delivery contracts, the Contractor must report to both the Contracting Officer for the indefinite delivery contract and all the respective Contracting Officer(s) of any other affected orders.

(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.

(e) *Subcontracts*.

(1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

(End of Clause)

3.10.1-26 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JUL 2023)

(a) The Federal Aviation Administration (FAA) will submit an electronic record of contractor performance on this contract in the Contractor Performance Assessment Reporting System (CPARS) at www.cpars.gov. An interim, final, or an addendum past performance evaluation (as applicable) will be conducted on this contract in order to record contractor performance.

(b) The past performance evaluation process is a paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. All completed reports are accessible in CPARS for Government use in evaluating past performance as part of a source selection action.

(c) The Contractor must furnish the Contracting Officer with the name, position title, phone number, and email address for each person(s) designated to have access to past performance evaluation(s) for this contract no later than 30 days after award.

(d) The designated Contractor Representative(s) will receive an automatically generated email with detailed login instructions. Additional details on CPARS, including systems requirements, and training information for CPARS, are available on the CPARS website, www.cpars.gov. The CPARS User Manual and registration for On-Line Training for Contractor Representatives are also available through the above website.

(e) The designated Contractor Representative(s) will have the ability to provide comments in the Contractor portion of the report and state whether the Contractor agrees or disagrees with the evaluation, before returning the report to the FAA Assessing Official (AO). The assessment report information must at all times be protected as source selection sensitive information not releasable to the public.

(f) Within 60 days after the end of a performance period, the FAA AO for the contract will complete an interim, final, or an addendum (as applicable) past performance evaluation. The report will be accessible for comment by the Contractor Representative(s) through the CPARS website. Comments are limited to the space provided in CPARS and comments must focus on objective facts in the AO's rating, narrative, and the contractor's performance of the contract. In addition to the ratings and supporting narratives, Contractor Representative(s) should ensure all information in the evaluation is accurate, as it includes key fields that may be used by the Government to identify the contractor in future source selection actions. The contractor can acknowledge receipt of the evaluation absent any comments. However, the contractor will not be able to sign and submit the evaluation back to the Government without a statement in the Contractor Comments section. Therefore, the contractor can indicate "No comment" in combination with signing and dating the form. If the contractor does not sign and submit the CPARs assessment within 60 days after receipt of the CPARS assessment, it will automatically be returned to the Government and will be annotated as follows, "*The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment.*"

(g) The following guidelines apply concerning contractor's use of the past performance evaluation:

(1) Protect the evaluation as "source selection information."

(2) Strictly control access to the evaluation within the contractor's organization, and ensure the evaluation is never released to persons or entities outside of the organization's control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(h) If the contractor wants to discuss a past performance evaluation, requests must be submitted in writing to the AO no later than seven days following the date the FAA submits an evaluation to CPARS.

(i) If the parties cannot resolve any disagreement in the content of the CPARS evaluation, the original evaluation and the contractor's comments will be referred to the Reviewing Official (RO). The RO will make a final determination on the performance evaluation and include the contractor's comments with its finalized report.

(j) The completed and finalized past performance assessment report will be accessible in CPARS and available for Government use in support of any future source selection actions.

(End of clause)

3.10.1-27 CHANGES - INCREASES TO CONTRACT CEILING (APR 2013)

(a) In addition to the rights provided in other Changes clauses contained in this contract, the Contracting Officer may order additional goods and services within the general technical scope of the contract and may consequently increase the value of this contract up to an amount not to exceed $612,441,000.00.

(b) Contract modifications to implement this clause including additional CLINS, contract term duration extensions and statement of work additions shall be considered within the scope of the initial award and will not require the processes identified in T.3.2.2.4 - Single Source.

3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (JUL 2023)

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

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

(1) Is proposed to exceed $250,000; or

(2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that in the aggregate are expected to exceed $250,000.

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

[Fillin subcontract]
[Fillin subcontract]
[Fillin subcontract]

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

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontract to be used;

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;

(4) The proposed subcontract price and the Contractor's cost or price analysis;

(5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;

(6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and

(7) A negotiation memorandum reflecting-

(i) The principal elements of the subcontract price negotiations;

(ii) The most significant considerations controlling establishment of initial or revised prices;

(iii) The reason cost or pricing data were or were not required;

(iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;

(vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(vii) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation must identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(e) The Contractor must obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification will constitute the consent of the Contracting Officer.

(f) Even if the Contractor's purchasing system has been approved, the Contractor must obtain the Contracting Officer's written consent before placing subcontracts identified below:

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system will constitute a determination:

(1) of the acceptability of any subcontract terms or conditions,

(2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or

(3) to relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract placed under this contract will provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) The Government reserves the right to review the Contractor's purchasing system.

(End of clause)

3.10.3-1 ASSET IDENTIFICATION AND REPORTING (JUL 2023)

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

"Asset Identifier" is the Global Individual Asset Identifier (GIAI) specified in the GS1 General Specifications Standard Release 22.0 or later which is located at https://www.gs1.org/standards/barcodes-epcrfid-id-keys/gs1-general-specifications. This includes the following concatenated fields:

"Application Identifier code" which is "8004" and indicates the item is an asset.

"GS1 Company Prefix" issued to contractor registered with GS1. Contractors are responsible for using the contractor's GS1 Company Prefix, which can be obtained by registering with GS1. If the contractor is not registered with GS1, the government may provide use of the government's Company Prefix and a sequence of GIAI's, with advanced approval.

"Individual Asset Reference" assigned by the GS1 Company and when combined with the GS1 Company Prefix, must be unique for a period well beyond the lifetime of the relevant asset records and must never be reused. The Individual Asset Reference Number may be all numeric or alphanumeric. The GS1 Company Prefix (see above) and the Individual Asset Reference Number together comprise the GIAI. The maximum combined length of the GIAI is 30 digits.

"CAGE" is the Manufacturer's Commercial and Government Entity (CAGE) code is a unique identifier assigned to suppliers as well as to government agencies and various organizations.

"Data Carrier" is a means of representing data in machine readable form as specified in the GS1 General Specifications Standard Release 22.0 or later which is located at https://www.gs1.org/standards/barcodes-epcrfid-id-keys/gs1-general-specifications.

"GS1 DataMatrix" The two dimensional data matrix symbology GS1 Data Matrix, that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

"Parent Asset Identifier" for embedded subassemblies; components; and parts that are replaceable during the life of the parent. For example; a server enclosure might have an Asset Identifier and each server blade might be a separate component that is a lowest replaceable unit with their own unique Asset Identifier. In this case; the Parent Asset Identifier for each blade is the Asset Identifier for the Enclosure.

(b) The Contractor must deliver all items under a contract line, subline, or exhibit line item.

(c) *Asset Identifier*.

(1) The Contractor must provide an Asset Identifier for all tangible items to be delivered that have a useful life expectancy of two or more years, and do not lose its identity as an indivisible component of another asset and:

(i) Delivered items; <u>except</u> for the following line items:

Contract Line; Subline; or Exhibit Line Item Number	Item Description
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

(ii) Subassemblies or components within delivered items; items with warranty requirements; or serially managed items as specified in Attachment Number [ ].

(iii) Any item not included in (ii) for which the contractor creates and marks a unique Asset Identifier for traceability.

(2) The Asset Identifier assignment and its component data element (i.e., Application Identifier code, GS1 Company Prefix, Individual Asset Reference) combination must not be duplicated on any other item marked by the contractor.

(3) The Asset Identifier data elements (i.e., Application Identifier code, GS1 Company Prefix, Individual Asset Reference) must be marked on an item using:

"GS1 DataMatrix" for all National Air Space (NAS) components and field spares.

(A)In addition to the GS1 DataMatrix code, "Text Element Identifiers" are to be printed in human readable text on the label or direct marked as follows:

"CAG" is the Commercial and Government Entity (CAGE) code if marked by or "MFR" for the manufacturer created mark.

"SEQ" Serial number assigned by the manufacturer.

"PARTNO" Part number assigned by the asset manufacturer.

"Human Readable Text" human readable text is to appear above the Asset Identifier. The human readable text is not encoded; it is represented as follows:

CAG (or MFR) CCCCC
SEQ SSSSSSS
PNO PPPPPPPPPPPPPPP

Where CCCCC is the CAGE code, SSSSSSS is the serial number, and PPPPPPPPPPPPPPP is the part number.

(B) Place the data elements of the Asset Identifier on items requiring marking by paragraph (c)(1) of this clause; in accordance with ASTM Standard E2631 Standard Practice for Physical Placement of an Entity-Controlled Supplemental Identification Label which states:

1) When space allows, the label must be physically placed on the equipment item so that it directly faces the user. The label must be consistently placed, that is, placed in the same location or approximate location, does not overlay the Manufacturer's marking, and can be conveniently read. The placement and reading of the tag should not require movement or the property nor disrupt any processing that it supports; latest version and must be visible for scanning when installed.

2) When space is insufficient, the label must be physically placed on the front right side of the equipment, or the rear for rack mounted equipment. The label must be consistently placed, that is, placed in the same location or approximate location, does not overlay the Manufacturer's marking, and can be conveniently read.

3) If for any reason the supplemental label is necessary but physically impractical, the same information should be affixed to a protective covering or by a temporary bond, such as a tag, and must be contained in the equipment record.

(C) Label shipments; storage containers and packages that contain these items with the human readable Asset Identifier and Data Carrier that matches the Asset Identifiers on these items so that they can be received and scanned without removing them from the container until they are ready to use. Multiple items may be packed in one container as long as the multiple Asset Identifiers are provided on the container. Palletized shipments should be stacked so that all Asset Identifiers can be seen on at least two sides.

(D) Verify that the labels on shipments; storage containers; and packages include the Asset Identifier in human readable and Data Carrier form so they can be scanned

(d) For each item that requires an Asset Identifier under paragraph (c)(1) of this clause the Contractor must provide an electronic Asset Identification Report per the Contract Data Requirements List and Data Item Description which includes the Asset Identifier and the required attributes listed for each item that requires Asset Identifier; the Contractor must report at the time of delivery the following information:

(1) Asset Identifier which is Application Identifier; GS1 Company Prefix; and Individual Asset Reference.

(2) National Stock Number assigned by the Defense Logistics Information Service; and if none; provide appropriate Federal Supply Classification

(3) Description or Noun Nomenclature

(4) Manufacturer

(5) Manufacturer Part Number

(6) Manufacturer or Supplier's CAGE Code

(7) Manufacturer Serial Number

(8) Unit Cost

(9) Unit of measure (e.g. EA)

(10) FAA Configuration Identification as specified in the contract; if any.

(11) FAA's Contract Number

(12) FAA's Purchase Order Number

(13) Field Spare (T/F) as specified in the contract; if any.

(14) Test Equipment (T/F) as specified in the contract; if any.

(15) Parent Asset Identifier

(16) Warranty Expiration Date

(17) Year of Manufacture

(18) Ship/Deliver To Point of Contact

(19) Ship/Deliver To Point of Contact e-mail

(20) Ship/Deliver To Point of Contact Phone

(21) Ship/Deliver To Building Name

(22) Ship/Deliver To Street Address 1

(23) Ship/Deliver To Street Address 2

(24) Ship/Deliver To City

(25) Ship/Deliver To State

(26) Ship/Deliver To Zip

(e) *Subcontracts*. If the Contractor acquires by subcontract; any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause; the Contractor must include this clause; including this paragraph (e); in the applicable subcontract(s).

(End of clause)

3.13-16 RECORDS MANAGEMENT (OCT 2023)

(a) *Definitions*.

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

(1)Includes all FAA records.

(2)Does not include personal materials.

(3)Applies to records created, received, or maintained by Contractors pursuant to a FAA contract.

(4) May include deliverables and documentation associated with deliverables.

(b) *Requirements*.

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

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

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

(4) *Unauthorized disclosure*. The Contractor must notify the Contracting Officer within 2 (two) hours of discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor must ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor must not remove material from Government

facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the FAA ARO (or the ARO's designate) and the Contracting Officer. Destruction of records is expressly prohibited unless in accordance with the contract.

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

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

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

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

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

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

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

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

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

(End of clause)

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (APR 2024)

1. No contractor employee will be allowed

unescorted access to any FAA facility;
access to FAA classified information;
access to FAA Sensitive Unclassified Information (SUI); or
access to FAA systems or resources

unless they have been authorized by the FAA Office of Personnel Security (AXP).

2. Definitions.

a. "Contractor Employee" means a person employed as or by a contractor, subcontractor, or consultant supporting FAA or any non-FAA person who performs work or services for FAA within FAA facilities.

b. Sensitive Unclassified Information (SUI) means unclassified information, in any form including print, electronic, visual, or aural forms, that must be protected from uncontrolled release to persons outside the FAA and indiscriminate dissemination within the FAA. It includes aviation security, homeland security, and protected critical infrastructure information. SUI may include information that may qualify for withholding from the public under the Freedom of Information Act (FOIA).

3. Consistent with FAA Order 1600.1F, AXP must approve designated risk levels for the positions under the contract, to be determined by the FAA Operating Office (the organization with the requirement) in coordination with the COR, using the OPM Position Designation Automated Tool (PD Tool).

4. For all contractor employees requiring access to FAA facilities, classified information, sensitive unclassified information, systems, or resources, the contractor must submit to its responsible AXP office and CO/COR a point of contact (POC) who will be responsible for entering all contractor applicant data, to include subcontractor data, into the Vendor Applicant Portal (VAP) system (vap.faa.gov) or successor system, for security processing. The contractor must not enter contractor employees in VAP unless they have a legitimate need for access to FAA facilities, classified information, sensitive unclassified information and/or systems according to the terms of the contract. Contractor employees who will not require the aforementioned types of access or who would be under escort of other badged personnel are not required to be entered in VAP.

5. If an applicant has had a previous US Government conducted background investigation, which meets the investigative requirements for the position and meets established reciprocity guidelines, it will be accepted by the FAA. The FAA reserves the right to conduct further investigations, including requesting additional information from the applicant, if necessary.

6. If no previous investigation exists, or if the previous investigation does not meet investigative requirements for the position, AXP will:

a. Send the applicant an e-mail with instructions for completing investigative requirements;

b. Instruct the applicant how to enter and complete a background investigation questionnaire through the National Background Investigation System (NBIS) electronic application (eAPP) or successor system;

c. Provide where to upload, or send/fax applicable forms; and

d. Provide instructions regarding fingerprinting. (any fees associated with obtaining fingerprints are not the responsibility of the FAA)

The contractor employee must complete the investigative requirements and submit required material within 15-calendar days of receiving the e-mail from AXP. If items must be submitted outside of the eApp system, the contractor must submit the required information, referencing the contract number, to the AXP POC noted in the instruction email.

7. No contractor employee identified as requiring a background investigation under the contract will work in any position unless AXP has authorized them to begin work. The authorization will be in the form of an Interim or Final Suitability email notification from AXP to the VAP POC and CO.

8. No contractor employees will be issued a FAA Personal Identity Verification (PIV) card, or other FAA-issued ID card, unless they have been granted an Interim or Final suitability from AXP.

9. The contractor VAP POC must inform the CO/COR and submit a VAP removal record in VAP within twenty-four (24) hours after any contractor employee resigns, is terminated, is transferred, or is otherwise removed from the contract. If the FAA issued the contractor employee a PIV card, or other ID card, the contractor must collect the card within twenty-four hours and return it to AXP no later than five business days of the employee's termination or transfer.

10. The CO will provide notice to the contractor within 24 hours after receipt of a determination by AXP (or in the case of classified information in accordance with FAA Order 1600.2, AXF) that the contractor or its employee has not complied with security-related contract requirements or security-related FAA Orders, or if a contractor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the contractor to remove its employee's access to FAA premises or networks, or otherwise remedy the contractor's performance. The FAA Facility Manager has authority to remove a contractor employee from FAA facility premises when the Facility Manager determines a contractor employee's conduct is objectionable or contrary to the public interest. The Facility Manager must notify the CO within 24-hours of such removal.

11. The contractor must immediately comply with the CO's direction to remedy its security performance at the contractor's expense, including removing the employee from FAA premises and networks. If the contractor employee is working under an interim suitability authorization, the contractor must take appropriate action, including the removal of the contractor employee from working on the FAA contract, at the contractor's expense. Once the contractor has taken action to remedy its security performance, the contractor must report the action via the VAP within the timeframe prescribed in paragraph 8 of this clause.

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

13. The contractor must retrieve a current roster report through VAP on a quarterly basis to ensure the roster is accurate, and immediately correct any discrepancies with the responsible AXP office. The contractor is responsible for the accuracy of its subcontractors' rosters as well.

14. Contractor employees must take the following training courses, as applicable.

> a. All contractor employees subject to the requirements of this clause must take the FAA Security Awareness Virtual Initiative (SAVI) training within 90 days of reporting to work and annually thereafter. This training is available on the FAA's Electronic Learning Management System (eLMS). Contractors without access to eLMS please see https://my.faa.gov/org/linebusiness/ash/programs/savi.html for instructions.
>
> b. All contractor employees that will access the FAA network must complete the FAA's Information Security and Privacy Awareness Training course in eLMS (a distinct course from SAVI) and read and sign the FAA Rules of Behavior, upon initial connection to the FAA and annually thereafter. Contractor employees who do not complete the mandatory information security and privacy awareness training course and accept the FAA Rules of Behavior within the required timeframes may have their access to FAA systems, networks, or information suspended or terminated.
>
> c. All contractor personnel that connect to the FAA network must complete all other mandatory and role-based training as required by FAA Order 1370.121B.

15. The contractor must contact the CO or COR, and AXP within one business day in the event an employee (who has been cleared for FAA access by AXP) is arrested (i.e., taken into custody by law enforcement for any offenses,

other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

16. Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract and may result in suspension or revoked access for the contractor employee.

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

18. The contractor agrees to insert terms that conform substantially to the language of this clause, excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under FAA Order 1600.1F do not apply.

(End of Clause)

3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JUL 2023)

(a) Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States and is not a Legal Permanent Resident (LPR) of the United States.

(b) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States, or a foreign national who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card I-551, or a foreign national who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(c) Foreign Nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.1F, chapter 8, paragraph 10:

> (1) Must have resided within the United States for a minimum of the last three (3) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.1F, chapter 8, paragraph 10;
>
> (2) A risk or sensitivity level designation can be made for the position; and
>
> (3) The appropriate security-related background investigation can be adequately conducted, as determined by the Office of Security and Hazardous Materials Safety (ASH) Office of Personnel Security (AXP).

(d) Foreign Nationals proposed under this contract must meet the following additional conditions:

> (1) Provide their date of birth, place of birth, country of citizenship, and any supporting residency status documentation in order to begin the background investigation process in accordance with FAA Order 1600.1F, Personnel Security Program; and,
>
> (2) Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.

(End of Clause)

3.14-4 ACCESS TO FAA FACILITIES, SYSTEMS, GOVERNMENT PROPERTY, AND SENSITIVE UNCLASSIFIED INFORMATION (APR 2024)

1. Terms defined in the AMS Clause 3.14-2 "Contractor Personnel Suitability Requirements" have the same meaning in this clause.

2. It may become necessary for the Government to grant access to FAA systems or issue Government property, to include FAA issued ID cards, or sensitive unclassified information (SUI), to contractor employees. The FAA shall

have the authority to restrict or deny unescorted access into FAA facilities to anyone. The FAA shall also have the authority to determine the number of PIV cards to be issued to contractor employees, based on operational necessity. Individuals requiring non-routine access for maintenance purposes shall be escorted by FAA personnel and be issued appropriate FAA visitor badges. Prior to or upon completion or termination of the work under the contract, the contractor must return all such Government property and SUI to the Contracting Officer's Representative (COR).

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

4. In the event such Government property is lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold the value of the asset for each item of Government property not returned. If the Government property, to include FAA issued ID cards, or SUI is not returned within 30-calendar-days from the date the withholding action was initiated, any amount so withheld is forfeited by the contractor. Any portable devices that are lost, stolen, or not returned must be reported by the contractor within one (1) hour to the FAA Security Operations Center (phone 1(866)-580-1852(Option 1) or email 9-AWA-SOC@faa.gov).

5. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, with a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

6. The Government retains the right to inspect inventory, or audit Government property or sensitive information issued to the contractor in connection with the contract and do so at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government, will be assumed to be lost and the provisions of section (3) of this clause apply.

7. The issuance of Government property to include SUI must be approved by the COR who will require the contractor employee to sign a receipt for each item. Lost or stolen Government property or SUI must immediately be reported concurrently to the Contracting Officer (CO), COR, and the FAA SOC at the telephone number and email address listed under section (3) above.

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

9. Prior to any contractor employee obtaining a FAA ID Card or other government property, IAW FAA Order 1600.78 the contractor is required to enter data for each employee into the VAP (Vendor Applicant Portal) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements.

10. The Office of Personnel Security (AXP) will determine whether a favorable interim and/or final suitability determination can be granted to:

a. Exercise reciprocity when applicable.

b. Initiate the contractor applicant into the National Background Investigation System (NBIS) electronic application (eAPP) or subsequent system, so that the applicant can complete the investigative forms.

Interim suitability determination (ISD) cannot be granted until all background investigation forms are completed and fingerprints and signature pages are submitted to AXP. Authorization for the contractor employee to begin work on the FAA contract will be an Interim or Final Suitability notification from AXP.

11. To apply for a FAA PIV card, IAW FAA Order 1600.78, the contractor employee must submit an identification card application (DOT 1681) using the automated system located at https://idms.faa.gov/1681. The application must be approved by the CO or COR. The contractor employee will be notified when the identification card application has been approved and is ready for processing by the FAA Identification Card issuer (e.g., PIV Administrator). The contractor must contact AXP to obtain the procedures for obtaining their FAA PIV Card.

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

a. For each departing employee having access to FAA facilities and/or Information Technology (IT) systems, the contractor must submit a completely filled out and signed "FAA Contractor Employee Off-Boarding Form" (located in FAA Procurement Forms) to the CO no later than thirty (30) calendar days after the employee's departure. The contractor must ensure that the Form confirms that all applicable Government property (including FAA-issued ID cards) and sensitive information (including Classified National Security Information (CNSI)) has been collected and access to all FAA assets has been terminated.

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

c. In the event the contractor employee departs without completing the Form, the contractor is responsible for completing and submitting the Form on the employee's behalf. If the departing contractor employee served as the Property Custodian for the FAA contract, then the contractor must designate a new Property Custodian and ensure accountability of all property under the contract, or within fourteen calendar days with the CO's approval, provide to the CO the results of the associated inventory/property accountability.

d. The designated VAP POC must submit a VAP removal record for the departing employee within twenty-four (24) hours.

e. The contractor must also comply with any local Employee Off-Boarding Forms in use at the applicable FAA Facility.

13. All contractor employees with access to FAA systems must have a FAA-issued Personal Identity Verification (PIV) card and must use the PIV card to authenticate to the FAA system.

14. The FAA has established cybersecurity and privacy policies, procedures, and processes to protect the Confidentiality, Integrity, and Availability of its networks, systems, services, information, and data.

a. All contractor employees that access FAA systems must comply with all FAA cybersecurity and privacy policies, procedures, and processes, including Presidential Directives, Executive Orders, OMB Memorandum DHS CISA Binding Order Directives, and other Federal policies.

b. A copy of FAA information security and privacy orders, including FAA Order 1370.121B FAA Information Security and Privacy: Policy is found at the following link https://employees.faa.gov/tools_resources/orders_notices. (Internal FAA Link only)

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

(End of Clause)

3.14-9 INFORMATION SECURITY CONTINUOUS MONITORING (ISCM) AND FORENSICS ON CONTRACTOR SYSTEMS (JUL 2022)

(a) Definitions

"High Value Assets (HVAs)" are those assets, Federal information systems, information, and data for which an unauthorized access, use, disclosure, disruption, modification, or destruction could cause a significant impact to the United States' national security interests, foreign relations, economy, or to the public confidence, civil liberties, or

public health and safety of the American people. HVAs may contain sensitive controls, instructions, data used in critical Federal operations, or unique collections of data (by size or content), or support an agency's mission essential functions, making them of specific value to criminal, politically motivated, or state-sponsored actors for either direct exploitation or to cause a loss of confidence in the U.S. Government.

"Indicator of Compromise" is an artifact observed on a network or operating system that with high confidence indicates a computer intrusion.

"Information Security Continuous Monitoring (ISCM)" is maintaining ongoing awareness of information security, vulnerabilities, and threats to support organizational risk management decisions.

(b) In support of the Information Security Continuous Monitoring (ISCM) objective to protect High Value Assets (HVAs) and information, the FAA has acquired security tools in order to conduct Indicator of Compromise (IOC) scans within the mandated timeframe. The Contractor must permit the FAA to install a separate ISCM server or agents on systems the FAA considers to be HVAs.

(c) The Contractor must install FAA-provided solution patches as directed by the FAA and provide evidence of implementation (e.g. scan results, reports of systems, configuration file listings, or other artifacts).

(d) The Contractor must support efforts to allow for the IOC scanning mandate referred to above. This may include installation of tool servers and/or agents within each system's environment and contractor-supported or supplied assets. The FAA will provide the contractor with a tool server(s) that must be reachable from a FAA-defined network path. The tool server(s) must be properly configured to reach all IT systems under this contract. The FAA will configure the ISCM devices and agents unless specified in the contract that the contractor is responsible for configuring the ISCM devices and agents. If specified in the contract, the FAA will provide the contractor with the required configuration settings and the contractor will configure the ISCM devices and agents per the provided FAA requirements and settings. The Contractor must provide credentialed accounts on the contractor systems to the FAA for IOC scans and tool interrogation. Accounts for the IOC scans must follow FAA Order 1370.121B FAA Information Security and Privacy: Policy at https://www.faa.gov/regulations_policies/orders_notices/ for account creation, least privileges, password strength, expiration, and other requirements.

(e) The Contractor must install (or permit the FAA to install) forensic software servlet/agents on supported Operating Systems on all relevant FAA contract supported computer devices and environments. The contractor must test and upgrade the servlet/agents as directed by the FAA.

(f) The FAA will provide a forensic software server that the contractor must install (or permit the FAA to install). The server must be reachable from a FAA-defined network path and must be primarily used for authentication and proxy functions. The Contractor must ensure that servers are properly configured so the FAA can reach all assets with installed agents.

(g) The Contractor must support FAA incident response and forensic investigation efforts. This includes authorization to connect FAA-authorized equipment where the forensic software servlet/agents are reachable to perform analysis.

(h) Upon discovery of a cybersecurity or privacy incident that affects a contractor information system or FAA information residing on the Contractor system, the Contractor must report the incident as soon as it is discovered to the FAA incident response POC listed in the contract as per the incident reporting requirements, or failing that, to the COR. Except as noted in section (i) below, the Contractor must:

> (1) Preserve and protect images and relevant monitoring/packet capture data of all known affected information systems and allow FAA to perform forensic analysis;
>
> (2) Provide access to additional information or equipment that is necessary to conduct a forensic analysis;
>
> (3) Provide damage assessment of the incident to the FAA. If FAA elects to conduct the damage assessment or perform the forensic analysis, the contractor agrees to cooperate with the FAA forensic team;

(4) Provide updated POC information to the FAA in writing within 2 business days of the change in the Contractor POC or the contact information changes; and

(5) Provide equivalent replacement or substitute hardware, software, or service that is affected by the incident.

(i) For contracts where the contractor provides services to the FAA using shared infrastructure service systems where the contractor also uses such systems to provide services to multiple clients, the Contractor must provide to the FAA incident response POC or COR:

(1) Raw (not sanitized) log files;

(2) Applicable FAA incident data; and

(3) Vulnerability and security scan reports of standard scans.

(j) FAA will protect properly marked proprietary information submitted by the contractor, but may release it to other entities as needed for incident response (e.g., to affected entities; to entities assisting in diagnosis, detection and remediation of the incident; to Government counterintelligence or law enforcement investigations; and to relevant support services contractors in support of the tasks listed above).

(k) The contractor must insert this clause in all applicable subcontracts under the contract.

(l) Except as noted in section (i) above, the monitoring and forensics requirements of this clause do not apply to contracts where the contractor provides services to the FAA using shared infrastructure service systems where the contractor also uses such systems to provide services to multiple clients.

(End of clause)

3.14-10 PRIVACY ACT NOTIFICATION (OCT 2018)

The Contractor will be required to design, develop, and/or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations (49 CFR Part 10). Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

3.14-11 PRIVACY ACT (OCT 2018)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations (49 CFR Part 10) issued under the Act in the design, development, and/or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, and/or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, and/or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, and/or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, and/or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) 'Operation of a system of records,' as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) 'Record,' as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) 'System of records on individuals,' as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

3.14-13 USE OF CONTRACTOR-EQUIPMENT OR SOFTWARE - PERMITTED (APR 2024)

1. When the contractor connects to the FAA network and the FAA does not provide an endpoint device (laptop, desktop, or workstation) for the contractor to connect to the FAA network:

(a) The contractor must request in writing that the FAA provide a Virtual Desktop Infrastructure (VDI) connection;

(b) The FAA will establish a VDI connection for use by contractor personnel;

(c) The contractor must only use the VDI connection in the performance of contract tasks for the FAA;

(d) The contractor must use the FAA-issued PIV cards for authentication from the contractor endpoint device connecting to the VDI; and

(e) The contractor must ensure that contractor equipment is configured to accept and use FAA-issued PIV cards. The contractor must provide the appropriate equipment for the PIV card, while the FAA will furnish and configure the PIV software.

2. If the contractor cannot use the VDI connection and must instead connect contractor equipment directly to the FAA network, the contractor is permitted to connect contractor equipment directly to the FAA network, subject to the following conditions:

(a) All connections of contractor equipment or software to FAA systems or networks must have advance written approval of the FAA CIO or the FAA CIO's designee.

(b) Contractors must not connect any unapproved contractor equipment or software to an FAA system or network.

(c) Prior to connecting contractor equipment or software to the FAA system or network, the contractor must also:

(1) Provide the CO or COR with a list of all equipment and software they plan to connect to the FAA system or network.

(2) Follow FAA configuration guidelines. The contractor must document all exceptions and provide the FAA with a list of the exceptions.

(3) All approved contractor equipment or software must be visible to the FAA scanning tools and be actively scanned by the FAA Security Operations Center (SOC) in the same manner as any government furnished property (GFP).

(d) All users of approved contractor equipment or software must adhere to all FAA policies and procedures for connecting to the FAA network and use of FAA information.

(e) A copy of FAA information security and privacy orders, including FAA Order 1370.121B FAA Information Security and Privacy: Policy is found at the following link https://employees.faa.gov/tools_resources/orders_notices.

(f) The contractor must insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

(End of clause)

3.14-14 COOPERATION WITH DEFENSIVE COUNTERINTELLIGENCE PROGRAM (DCIP) REQUIREMENTS (JUL 2023)

a. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.

b. Consistent with FAA Order 1600.84 *FAA Defensive Counterintelligence Program* (referred to here on as "the Order"), the contractor is required to cooperate to the fullest extent possible with the following requirements:

(1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records, or contractor personnel;

(2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;

(3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.

(4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of the Order.

(5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by the Order. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern

as described in Paragraph 1 of the Order, the employee will refer the law enforcement or investigative agency to AXI-310.

(6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or COR if their employees observe any of the following-

(a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;

(b) Suspected or known espionage (See Appendix A of the Order for definition);

(c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or

(d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:

i. Non-public information from an official FAA data network or information
ii. Imagery;
iii. Technical specifications;
iv. Trade secrets;
v. Proprietary information;
vi. Sensitive Security Information (SSI); and
vii. Any other SUI

(e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO and/or COR is not feasible owing to the CO and/or COR being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.

(7) Contractors traveling internationally as per contract requirements must comply with the applicable travel security briefing and foreign contact reporting requirements of FAA Order 1600.61C *International Travel Security Program* as well as the applicable travel security briefing and reporting requirements of applicable Security Executive Agent Directives implemented by the FAA.

(8) *Elicitation attempts*. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or COR if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial

detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:

(a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;

(b) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;

(c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);

(d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;

(e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;

(f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;

(g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;

(h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and

(i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the COR and/or CO and request that they report it to the DCIP. If that is not feasible, or if the COR and/or CO are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.

c. Failure to cooperate with any of the activities under section b above may be considered by the FAA to be a material breach of the contract.

d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

(End of clause)

3.14-15 HANDLING OF FAA DATA (APR 2024)

(a) FAA Data means any data that is collected, generated, used, processed, transmitted, received, or stored on an FAA system, device, media, or file. FAA Data includes but is not limited to the following types of Sensitive Unclassified Information (SUI):

- Personally Identifiable Information (PII)
- Sensitive Personally Identifiable Information (SPII)
- Sensitive Security Information (SSI)
- For Official Use Only (FOUO)
- Sensitive Flight Data (SFD)

(b) Contractors who generate, create, process, use, transmit, receive, store, or dispose of FAA Data must use proper handling procedures required for the sensitivity of that data, in accordance with FAA Order 1600.75.

(c) Contractors requiring access to systems containing PII must follow the FAA's privacy requirements, in accordance with FAA Order 1370.121B. Contractors accessing other types of sensitive FAA Data must comply with the handling and processing requirements that are applicable to the sensitivity of that FAA Data.

(d) The contractor must not store or process FAA Data on any system, device, or media that does not meet applicable information security requirements.

(e) The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

(End of clause)

3.14-16 TECHNICAL REQUIREMENTS FOR CONTRACTOR SYSTEMS CONTAINING FAA DATA (APR 2024)

All contractor systems, services, applications, and end user systems operated by the contractor on behalf of the FAA or used in support of other FAA systems, services, or applications must:

(1) For all accounts, whether privileged or non-privileged, implement and enforce multi-factor authentication using FAA-provided credentials.

(2) Encrypt all data, whether in transit or at rest, using FIPS 140-2 (Valid Until 2026) or FIPS 140-3 validated encryption mechanisms.

(3) Install applicable FAA endpoint detection and response tools specified by the FAA and ensure the FAA security operations can reach and monitor the contractor systems, services, applications, and end user devices.

(4) Enable logging on all systems in accordance with FAA auditing policy specified in FAA Order 1370.121B FAA Implementation of NIST Controls Supplemental Implementing Directive, Appendix 3, Audit and Accountability, and ensure the logs are accessible to the FAA security operations.

(5) Prepare all applicable security assessment documents in accordance with FAA assessment requirements, using the current FAA templates, and submit the completed documents to the FAA Assessment Team within the FAA-established assessment timeline.

(6) Report all cybersecurity incidents, system compromises, detection of malicious code, data breaches, etc. to the FAA Security Operations Center (SOC) within 1 hour of detecting the incident.

(7) Coordinate response activity with the FAA SOC and the FAA Privacy Office (as applicable).

The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

(End of clause)

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Section J - List of Documents, Exhibits and Other Attachments

Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	SOW	09/18/2025	28
1a	Deliverables	06/12/2025	15
2A	Attachment 2A - Small Business Price Model Evaluation Worksheet 20250925	09/25/2025	2
2B	Attachment 2B - Unrestricted Price Model Evaluation Worksheet 20250925	09/25/2025	2
~~3~~	~~OEM Relationship~~	~~07/15/2025~~	~~2~~
3	OEM Authorization Relationship 20251242025	12/05/2025	2
~~4~~	~~Past Performance Information Form~~	~~09/18/2025~~	~~3~~
4	Past Performance Information Form_20251209	12/09/2025	5
5	Past Perf Questionnaire	09/03/2025	4
6	Schedule B	06/05/2025	3
7	Asset ID CDRL-DID	06/03/2025	5

The remainder of this page has been intentionally left blank.

Section K - Representations, Certifications, and Other Statements of Bidders

Clause List

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

3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (APR 2024)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) The FAA requires a minimum acceptance period of 90 calendar days.

(d) The offeror may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.

(e) The FAA may reject an offer allowing less than the FAA's minimum acceptance period.

(f) The offeror agrees to fulfill the offer completely if the FAA accepts the offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-81 PROHIBITION AGAINST CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (JUL 2024)

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

(End of Provision)

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JUL 2024)

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

(i) All representations and certifications, as reflected in the System for Award Management (SAM) are current and accurate as of the date the proposal/offer is submitted. If the Offeror represents itself as an SDVOSB, the Offeror certifies it is certified as an SDVOSB under the Small Business Administration's Veteran Small Business Certification Program (VetCert) at the time of offer. The Offeror must provide immediate written notice to the Contracting Officer if at any time prior to award the Offeror and/or any of its principals learns that any certification or representation in SAM or on VetCert was erroneous when this proposal/offer was submitted or has become erroneous by reason of changed circumstances.

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

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

(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public- (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

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

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $10,000 for which the liability remains unsatisfied.

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

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

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

(2) Examples-

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

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

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

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).(E) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

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

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

(End of provision)

3.2.2.7-9 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (JUL 2024)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the FAA will not enter into a contract with any corporation that

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

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

(b) The offeror represents that

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

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

(End of provision)

3.3.1-35 CERTIFICATION OF REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (APR 2022)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), the offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the Unique Entity Identifier (UEI) or Electronic Funds Transfer (EFT) indicator.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.3.1-41 ELECTRONIC INVOICING - REPRESENTATION (OCT 2024)

(a) The FAA intends to use electronic invoicing as per AMS clause 3.3.1-40 Electronic Submission of Payment Requests for this contract when it is awarded. Offerors must indicate whether they are currently using this form of electronic invoicing on other contract(s), or can easily adapt to it upon award of the contract.

Yes _____
No. _____

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

_____
_____
_____
_____

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

(End of provision)

3.6.2-38 CERTIFICATION OF KNOWLEDGE REGARDING CHILD LABOR END PRODUCTS (APR 2025)

(a) Definition.

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

> (i)___ Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
> (ii)___ Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

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

Listed End Product	Listed Countries of Origin
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

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

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision or any other end product included in the Department of Labor's (DOL) List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor (www.dol.gov/ilab) that was mined, produced, or manufactured in a corresponding country as listed for that end product.
[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision or any other end product included in the DOL's List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of provision)

3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JAN 2023)

(a)(1) The offeror certifies that each end product, except as listed below in paragraph (b), is a domestic end product.

(2) The offeror must list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the offeror must also indicate whether these foreign end products whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of domestic content is unknown, select "no".

(3) The terms "domestic end product," "end product," and "foreign end product" are defined in the clause AMS 3.6.4-2 "Buy American Act-Supplies."

(b) Foreign End Products

Line Item No.	Country of Origin	Exceeds 55% Domestic Content Yes/No
_____	_____	_____
_____	_____	_____
_____	_____	_____

[list as necessary]

(c) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer.

(End of provision)

3.6.4-19 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATED TO IRAN- REPRESENTATION AND CERTIFICATIONS (JAN 2024)

(a) Definitions.
"Person"
(1) Means
(i) A natural person;
(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any

governmental entity operating as a business enterprise; and
(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

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

"Sensitive Technology"
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically
(i)To restrict the flow of free, unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
(3)The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(3) Certifies that the offeror, and any other entity owned or controlled by, or person controlled by the offeror, does not knowingly engage in any transaction that exceeds $10,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act 50 USC 1701 et. seq. (see the Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List on their website).

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

(End of provision)

3.8.9-1 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JUL 2023)

(a) Definitions. As used in this provision-

Backhaul, Covered telecommunications equipment or services, Critical technology, Interconnection Arrangements, Reasonable inquiry, Roaming and *Substantial or essential component* have the meanings provided in AMS clause 3.8.9-2 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment".

(b) Prohibitions.

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

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

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

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

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

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

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

(d) Representations.

(1) The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror must provide the additional disclosure information required at (e) if the Offeror responds "will" and

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

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

(1) For covered equipment

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

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

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

(2) For covered services-

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

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

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

(3) For covered equipment

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

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

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

(4) For covered services-

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

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

(End of Provision)

3.8.9-3 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (JUL 2023)

(a) *Definitions*. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meanings per the clause 3.8.9-2 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment".

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

(c) *Representation*.

> (1) The offeror represents that it _____ does, _____ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
>
> (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

3.8.9-6 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES (JAN 2024)

(a) *Definitions*. As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the AMS Clause 3.8.9-7, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) *Prohibition*. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Clause 3.8.9-7, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) *Procedures*.

(1) The Offeror must search in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of AMS Clause 3.8.9-7, Federal Acquisition Supply Chain Security Act Orders-Prohibition. Issued FASCSA orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).

(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) *Representation*. By submission of this offer, the offeror represents that it has conducted a "reasonable inquiry" (as defined in AMS Clause 3.8.9-7), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) *Disclosures*, below.

(e) *Disclosures*. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror must provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description; and

(7) Reason why the applicable covered article or the product or service is being provided or used.

(f) *FAA review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (e) Disclosures, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a

waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

3.13-4 CONTRACTOR IDENTIFICATION NUMBER - UNIQUE ENTITY IDENTIFIER (UEI) (APR 2022)

(a) Definitions. As used in this provision:

"Contractor Identification Number," as used in this provision, means " Unique Entity Identifier" (UEI)(also known as the Unique Entity ID), which is a nine-digit number assigned by the System for Award Management (SAM) to identify unique business entities (taken from AMS Clause 3.3.1-33 "System for Award Management".)

"Electronic Funds Transfer indicator " means the 4-character suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

UEI or EFT indicator: _____

(c) If the offeror does not have a UEI, it should obtain one via www.sam.gov.

(d) The offeror should be prepared to provide the following information when requesting a UEI:
(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company Physical Street Address, City, State, and ZIP Code.
(4) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
(5) Company Telephone Number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

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Section L - Instructions,Conditions, and Notices to Bidders

Clause List

3.2.2.3-1 FALSE STATEMENTS IN OFFERS (APR 2024)

3.2.2.3-11 RESERVED (APR 2024)

3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (APR 2024)

3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (APR 2024)

3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (APR 2024)

3.2.2.3-17 PREPARING OFFERS (APR 2024)

3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (APR 2024)

3.2.4-25 SINGLE OR MULTIPLE AWARDS (APR 2023)

3.2.2.3-15 AUTHORIZED NEGOTIATORS (APR 2024)

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

Name:_____
Title:_____
Phone number:_____
Email:_____

(End of provision)

3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (APR 2024)

If the offeror includes data in the offer that the offeror does not want to be disclosed to the public or for the FAA to use except for evaluation purposes-

(a) Mark the title page with the following legend: "This offer includes data that must not be (1) disclosed outside the FAA and (2) duplicated, used, or disclosed -in whole or in part- for any purpose other than to evaluate this offer."

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

(c) Use the following space to identify the pages containing the restricted data:
Numbers or other identification of pages:
_____

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

(End of provision)

3.2.2.3-20 OFFERS (JAN 2018)

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

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

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

(d) Send your offer to Dawn.A.Bloome@faa.gov and Kristin.T.Frantz@faa.gov.

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

(End of provision)

3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of a firm fixed price mulitple award IDIQ contract resulting from this Screening Information Request.

(End of provision)

3.6.1-17 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE (OCT 2022)

The North American Industry Classification System (NAICS) code for this procurement is:
541519e.

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

For NAICS codes based on SBA's calculation of annual receipts, the annual average receipts cannot exceed [ ].

For NAICS codes based on the number of employees, the average number of employees over the last 24-month period cannot exceed 150 .

(End of provision)

3.9.1-3 PROTEST (APR 2024)

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

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

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

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing. A protest is considered to be filed on the date it

is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

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

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

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

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

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

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

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

(f) Protests shall be filed at:

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

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

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or

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

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

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

(End of provision)

L.1 GENERAL

The offeror must submit documentation illustrating their approach for satisfying the requirements of this SIR. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the offeror's proposal against the evaluation criteria. The proposal documentation must cover all aspects of this SIR and include the offeror's capability to meet the SAVES IT HW/SW requirement. Proposals must clearly demonstrate how the offeror intends to meet the SAVES IT HW/SW requirements outlined in the Statement of Work and must include convincing rationale and substantiation of all claims. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to the solicitation are not desired.

L.2 DEFINITION OF OFFEROR

For purposes of SECTION L and M, the term "Offeror" refers to the entity submitting the proposal and that would serve as prime contractor if awarded the contract. The term "team" includes the Offeror, its proposed subcontractors. The term "team member" refers to a member of the team (including the Offeror or one of the proposed subcontractors to the extent as allowed in the SIR).

L.3 CORRESPONDENCE

All correspondence in conjunction with this solicitation should be directed to the Government Point of Contacts identified: Dawn.A.Bloome@faa.gov and Kristin.T.Frantz@faa.gov.

L.4 DATE, TIME, METHOD OF SUBMISSION

L.4.1 DATE AND TIME

~~All proposals must be submitted no later than September 18, 2025, at 1700 Eastern Time in the manner described below.~~

~~All proposals must be submitted no later than October 21, 2025, at 1700 Eastern Time in the manner described below.~~

~~All proposals must be submitted no later than January 12, 2026, at 1700 Eastern Time in the manner described below.~~

All proposals must be submitted no later than January 16, 2026, at 1700 Eastern Time in the manner described below.

L.4.2 METHOD OF SUBMISSION

(a). Offerors are expected to examine the entire solicitation. Failure to do so will be at the Offeror's own risk.
(b). Replies to this solicitation must follow the outlines and/or instructions concerning format given below and must be free of grammatical errors.
(c). The Offeror assumes the full responsibility of ensuring that proposals are received at the email address specified below by the due date(s) listed in section L.4.1:

1. Email Address:

Offerors must submit their proposal to the Government Point of Contacts at the following address: Dawn.A.Bloome@faa.gov and Kristin.T.Frantz@faa.gov.

(d). Offeror must submit only one proposal. Alternate proposals will not be considered.
(e). Any proposal that does not explicitly comply with proposal instructions and SIR requirements may be considered non-responsive and may be removed from further consideration for contract award.

L.5 PROPOSAL SUBMISSION

L.5.1 PROPOSAL

The proposals must be submitted in accordance with:

(a) Format. Electronic submissions must be as indicated in Section L.10.1.

(b) Restriction of Disclosure/Proprietary Information. If the offeror wishes to restrict the disclosure or use of its proposal, mark the title page with the following legend: "This proposal includes data that must not be disclosed outside the Government and must not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government must have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal"

(c) Offerors are required to identify under which pool (Small Business or Unrestricted) their proposal is to be evaluated. Failure to do so will result in the proposal being rejected and not considered for award. Offerors may only submit under one pool. Offerors should clearly state the chosen pool in the cover letter or on the first page of the proposal (i.e This proposal is submitted for evaluation under the Small Business or Unrestricted Pool).

L.5.2 SUBMISSION OF QUESTIONS

Questions and comments that arise from the amended items only, may be submitted in writing only, via e-mail to: Dawn.A.Bloome@faa.gov and Kristin.T.Frantz@faa.gov. Questions must be submitted by October 7, 2025, at 1000 Eastern Time. Questions will only be permitted for the revisions identified in red from this amendment. Questions will be answered in an amendment to the SIR posted to the SAM.gov website at https://www.sam.gov.

L.5.2.1 Q&A MATRIX FORMAT

Offerors must submit questions in a Microsoft (MS) Excel file type. Examples ("e.g.") are provided in italic font.

Reference SIRSection	Reference SIR Subsection and Paragraph Number (if applicable)	Quote specific SIR language in question	Question	Suggested resolution (if applicable
e.g., SectionL	*e.g., L.3.3.1,header*	*e.g.,"Q&AMatrixFormat"*	*e.g., Does Q&A mean Question andAnswers?*	*e.g., Spell outacronym.*

L.6 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The Government will not pay for the information solicited nor reimburse the Offeror for any costs incurred in: (1) preparing and submitting the response to this SIR; (2) responding to Government clarification requests; or (3) negotiating the contract terms and conditions or any other pre-award activities.

L.7 NUMBER OF AWARDS

The FAA plans to award approximately eight (8) contracts under this solicitation, anticipating up to six (6) awards to Offerors reserved for Small Businesses, and up to two (2) awards to Offerors Unrestricted in Size. However, the Government reserves the right to make one, multiple, or no contract awards to any business category.

L.8 COMMUNICATIONS WITH OFFERORS

The Government may, at any time, communicate with Offerors on an individual basis to explain or clarify particular aspects of the competition, to negotiate as appropriate the terms and conditions of the proposed contract, or to seek additional information regarding Offerors' submissions. Communication with potential Offerors may take place throughout the source selection process and will be coordinated through the Contracting Officer. The purpose of communications is to ensure there are mutual understandings between FAA and the Offerors on all aspects of the procurement, including the Offerors' submittals/proposals. Information disclosed as a result of oral or written communication with an Offeror may be considered in the evaluation of an Offeror's submittal(s).

To ensure that Offerors fully understand the intent of the SIR (and FAA's needs stated therein), the FAA may hold one-on-one meetings with individual Offerors as it pertains to their Offer. One-on-one communications may continue throughout the process, as required, at the FAA's discretion. Communications with one Offeror do not necessitate communications with other Offerors because communications will be Offeror-specific.

The Offeror does not have the authorization to communicate directly with the technical/requiring/program office on this procurement under any circumstances.

Offerors must provide in their submissions a Point of Contact (POC) including telephone number(s) and e-mail address for this purpose. The Government contact information is:

POC(s): Dawn A. Bloome and Kristin T. Frantz
E-mail: Dawn.A.Bloome@faa.gov and Kristin.T.Frantz@faa.gov

L.9 NON-GOVERNMENTAL ADVISORS

Offerors are advised that individuals from the following support contractor organizations (including employees, consultants, and subcontractors) may participate in the evaluation process of proposals and are not eligible to participate on a SAVES Offeror team, to advise an Offeror regarding the preparation of its proposal, or to otherwise participate in any way with the preparation of an Offeror's proposal:

- CEXEC, Inc.
- Leonard-Newman Unlimited
- Enterprise Engineering Services L.L.C.

Individual(s) will be required to sign non-disclosure agreements (NDA) and will be authorized access to only those portions of the proposal data, discussions, and evaluation materials that are necessary to enable them to provide the required support. If an Offeror objects to the disclosure of information to these non-Government individuals it must notify the CO in writing no later than 30 calendar days after SIR release and must include a detailed statement with the basis of the objection. The exclusive responsibility for source selection remains with the FAA.

L.10 GENERAL PROPOSAL INSTRUCTIONS

L.10.1 PROPOSAL VOLUMES AND PAGE LIMITS

The Offeror's proposal must be submitted in individual volumes (i.e., individual electronic files) per the Proposal Organization Table below. Pages submitted beyond the specified page limitations will not be evaluated and will be removed from the proposal prior to the evaluation.

Proposal Section	Description	Page Inclusions	Reference	File Format
Volume I	Business Proposal	No page limit	SecL.11.1.1	PDF or MS Word 2019 or later
Volume II	Factor 1 --Technical	Government Furnished Template, Attachment 3, OEM Authorization Relationship, must be completed on Government provided form. LOAs and ISO certs do not count against page limitations.	SecL.11.2.1	PDF or MS Excel 2019 or later PDF for LOAs and ISO certs
Volume II	Factor 2 --Past Performance	Government Furnished Template, Attachment 4 Past Performance Information Form must be completed on Government provided form. 5-page limitation Past Performance Narratives must not exceed 3 pages per example. Government Furnished Template, Attachment 5, Past Performance Questionnaire, no page limitation	SecL.11.2.2	PDF or MS Word 2019 or later for Attachments 4 and 5
Volume III	Cost/Price	IAW Government Furnished Template, Attachment 2A, Small Business Price Model Evaluation Worksheet Attachment 2B, Unrestricted Price Model Evaluation Worksheet	SecL.11.2.3	MS Excel 2019 or later

(a) Cover pages, tables of content, glossaries, cover letters, information provided on a required template, are all excluded from the page limitations, unless the required templates include page limitations for the specific template, which will be identified on the template itself.
(b) Proposal content, to include template proposed narrative submissions, must be formatted using Times New Roman, 11-point font ~~(no reduction permitted)~~ (reduction in font size approved for Past Performance Narratives), letter sized (8.5 x 11 inches), single-spaced, with 1-inch margins on all sides. All pages must be numbered. Tables, charts, graphics (including callout boxes or similar), captions, headers, footers, and figures must not use fonts smaller than 8-points.
(c) Offerors should assume that the FAA has no prior knowledge of their proposed solution, capability, and/or experience. The FAA will base its evaluation on the information presented by the Offeror in the proposal. The Offeror must submit sufficient information concerning the required areas to enable the FAA to fully ascertain the capabilities of the Offeror to perform the requirements.
(d) Offerors must not assume that they will be contacted or afforded an opportunity to clarify, discuss, or revise their proposal if Government evaluators identify omissions, ambiguities, or lack of detail.
(e) Pricing information must appear only in the Cost/Price Volume and must not appear in any other Volume.
(f) Omitting required information from the Government templates, altering and/or modifying the Government templates may disqualify the offeror from evaluation and award. Additionally, documents submitted in lieu of and/or in addition to the Government furnished templates will not be evaluated by the Government and will be returned to the Offeror.
(g) Offerors should be mindful that the Government firewall may delay the transmission of emails. It is important that Offerors plan the submission of proposals accordingly to avoid any last-minute issues.
(h) Offerors should ensure that proposals are submitted well in advance to account for the size of documents and potential email transmission delays. There is a10 MB size limitations for attachments, if the proposal exceeds this size the Offeror will need to split it into multiple parts.
(i) Therefore, we require that all proposals with multiple emails be submitted in accordance with the following guideline. Ensure that each email is clearly labeled in the subject line with the following information:

- Solicitation Title or Number - Company Name - Part X of Y (if applicable)
- Example: Solicitation XYZ - Company Name - Part 1 of 3

(j) Additional instructions specific to Government furnished MS Excel Spreadsheets:

i. If FAA locked or otherwise "protected" a cell, the cell must remain locked or otherwise "protected." The Contractor must not unlock any cells or remove any protections.

ii. The Contractor must not lock any cells that FAA did not lock. All formulas entered by the Contractor must be visible to the FAA.

L.11 PROPOSAL CONTENT

L.11.1 VOLUME I – BUSINESS PROPOSAL

Proposals must include the following:

(a) Cover letter signed by an individual who is authorized to contractually bind the Offeror. The cover letter must stipulate that the Offeror's proposal is predicated upon all the terms and conditions of this SIR and is valid for the minimum acceptance period as identified in AMS clause 3.2.2.3-2. The cover letter must also include the following:

i. SIR number

ii. Name and address of Offeror, CAGE code, and UEI Number; and

iii. Name, title, and point of contact information of authorized representative of the company

iv. List of any subcontractors and/or teaming arrangements. (For purposes of this section, this does not include the prime contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.)

v. Signed form titled "Solicitation, Offer and Award" for base SIR and each SIR amendment and/or acknowledgment of each amendment on the signed "Solicitation, Offer and Award" form.

vi. Contract Documentation to include any sections of the SIR to be filled out where appropriate, including:

- Any and all clauses and/or provisions to be filled in by the Offeror; and,
- Signed Representations, Certifications, and Acknowledgements (Section K of SIR)

vii. Identification of any assumptions, deviations, conditions, or exceptions if any are taken regarding any of the terms and conditions of this SIR, including the SOW, with sufficient detail and justification to permit evaluation. If the Offeror declines to submit any assumptions, deviations, conditions, or exceptions at the time of proposal submission, it is understood the Offeror agrees to conform with all of the terms and conditions set forth herein. Assumptions, deviations, conditions, or exceptions will not, of themselves, automatically cause a proposal to be unacceptable. However, the Government reserves the right to accept or reject any proposal that includes assumptions, deviations, conditions, or exceptions to any of the terms and conditions of the SIR.

(b) In accordance with the AMS clauses 3.1.7-2 Organizational Conflicts of Interest (January 2023) and 3.1.7-5 Disclosure of Conflicts of Interest (July 2018), which are incorporated into SECTION I of this SIR, the Offeror must either:

i. Submit a statement that it is not aware of any conflicts of interest; or

ii. Identify any actual or apparent conflicts of interest and submit a narrative that includes all information required by those clauses. If the Offeror identifies any conflicts of interest, the Offeror must submit a mitigation plan that includes the information required by the AMS clause 3.1.7-4 Organizational Conflict of Interest-Mitigation Plan Required (October 2019), which is incorporated into SECTION I of this SIR. The Offeror's mitigation plan must address, at a minimum, how the Offeror will:

iii. Avoid, neutralize, or mitigate OCIs that the Offeror is required to disclose under AMS Clause 3.1.7-2

iv. Identify potential and actual OCIs that could impact new or existing orders during contract performance; and

v. Avoid, neutralize, or mitigate OCI(s) identified during contract performance, and implement order specific OCI mitigation plans where appropriate.

Further, Offerors are required to disclose all relationships, in accordance with AMS clause 3.1.7-6 Disclosure of

Certain Employee Relationships. The FAA will, at its sole discretion, determine whether any such mitigation plan is sufficient, and the FAA reserves the right to deem an Offeror ineligible for award if it finds such mitigation plan(s) insufficient.

(c) In the case where the Offeror is a joint venture, the proposal must include a copy of the joint venture agreement. The joint venture agreement must meet the requirements set forth in AMS Procurement Guidance T3.6.1.B.6. The joint venture must be separately identified with its own name and have both a UEI and CAGE code in the System for Award Management (SAM). The joint venture will designate the entity type as a joint venture, with individual partners listed as the immediate owners.

L.11.2 VOLUME II –TECHNICAL PROPOSAL

L.11.2.1 FACTOR 1, TECHNICAL

Proposals must include the following:

(a) Subfactor 1 - ISO 9001 Certification:

Per SOW Section 25 (Attachment 1), the Offeror (Prime) must provide at the time of proposal submission a third-party compliance verification with the ISO 9001 standard via a current 9001:2015 Certification. Verification requirements must include a copy of the Offeror's official ISO 9001:2015 Certification of Conformity/Conformance. The Offeror must provide point of contact information that includes the name of the Certification body and name, address, phone number, and email of the representative who provided the ISO 9001:2015 Certification. The ISO 9001 certification from the manufacturer whose products the company represents does not meet the proposal submission requirement. Offerors must not use the ISO 9001:2015 certifications of a Parent Company, Division, and/or Subsidiary within a corporate structure.

For Small Business offerors: It is acceptable to provide proof that the certification approval is in process by providing the Point of Contact information including the name of appraisal body and name, phone number, and email of a representative from whom the Offeror is obtaining the certification. The certification process must be completed within 12 months of contract award.

(b) Subfactor 2 - OEM Authorization Relationship and Letters of Authorization:

The Offeror must provide their level of OEM authorization relationship between the Offeror and the following Original Equipment Manufacturers (OEMs), who have been and/or are currently high volume/spend within DOT/FAA: Adobe, Cisco, Dell, F5 Networks, HPI, Lexmark, NetApp, Pure Storage, Okta, Opentext, Oracle, ProofPoint, RedHat, Salesforce, ServiceNow, Splunk, Sunhillo, Tanium, VMWare, ZSCALER; including the ability to supply the Government with the full breadth and depth of that OEM's technology. Please indicate your authorized reseller relationship status currently held and offered to the prime indicating you're approved to resell all items or subset of items. Please complete Attachment 3, OEM Authorization Relationship, instructions are contained therein. An "authorized reseller" is defined as a reseller who is known by the OEM and the OEM has verified that the reseller is considered by them to be an authorized or approved reseller of all items or subset of items. Offerors are limited to only those OEMs identified above and must attach a letter of authorization to its proposal for all authorized reseller OEMs and reference the attachment number.

Additionally, Offerors must include an OEM point of contact who can verify that information and can validate the letters of authorization. The POC must be a US Citizen, and identifiable as either the OEM's federal sales representative or equivalent. A valid phone and email must be provided. The Government reserves the right to verify the POC is in fact a current representative for the OEM and authorized to approve resellers of their technology via an authorization letter.

L.11.2.2 FACTOR 2, PAST PERFORMANCE

L.11.2.2.1 PAST PERFORMANCE INFORMATION:

Utilizing the Attachment 4, Past Performance Information Sheet, the proposed offeror must provide at least one (1) and no more than three (3) current or completed contract(s). Past Performance must include one (1) example from the Prime Offeror. Additional examples may be from either the prime contractor and/or first tier subcontractor(s). In the case where the Offeror is a joint venture, the Offeror's proposal must provide at least one (1) example of a contract performed by the joint venture itself, or at least one (1) example of a contract performed by each individual member of the joint venture. The FAA will evaluate the Past Performance presented by the partners to the joint venture in the aggregate.

At least one past performance example cited must be for work performed by the Prime Offeror. Submission guidance table is below:

Small Business
At least one (1) past performance example cited is a contract similar to SAVES IT HW/SW, which was active within the last three (3) years before the SIR's release date; the example has an annual awarded value of $3M or more, AND the Offeror was the prime on contract example cited.
Unrestricted
At least one (1) past performance example cited is a contract similar to SAVES IT HW/SW, which was active within the last three (3) years before the SIR's release date; the example has an annual awarded value of $6M or more, AND the Offeror was the prime on contract example cited.

Specifically provide examples of the performance, which demonstrate the Offeror's ability to perform the required effort as delineated within the SIR. Example contracts may include those such as FAA/SAVES, a Government-wide Acquisition Contract (GWAC) available through the U.S. Government Services Administration (GSA), National Aeronautics and Space Administration (NASA), and/or National Institute of Health (NIH), or a similar Government agency contract, or a commercial contract that demonstrates the Offeror's ability to perform the proposed effort.

Each Past Performance example must be recent and relevant and must have been completed no more than three (3) years prior to the date of issuance of this solicitation, although the Government will evaluate the entire period of performance of the contract. The offeror has both the duty and discretion to determine which of its contracts are most recent and relevant to the requirements described in this solicitation.

The Offeror must cite at least three (3) and no more than four (4) Past Performance examples described above. Past Performance examples count as a separate stand-alone reference. This includes the contract number, dollar value of contract, and coverage pertaining to the following Original Equipment Manufacturers (OEMs). Provide the number of delivery/task orders issued and total value of orders issued within the last 12 months of proposal submission as it directly pertains to the OEMs identified as follows: Adobe, Cisco, Dell, F5 Networks, ~~HPE~~ HPI, Lexmark, NetApp, Pure Storage, Okta, Opentext, Oracle, ProofPoint, RedHat, Salesforce, ServiceNow, Splunk, Sunhillo, Tanium, VMWare, ZSCALER.

The Offeror must cite at least one (1) and no more than three (3) Past Performance examples described above. Past Performance examples count as a separate stand-alone reference. This includes the contract number, dollar value of the contract, and coverage pertaining to the following Original Equipment Manufacturers (OEMs). Provide the total value of delivery/task orders or contracts issued within the last 12 months of proposal submission as it directly pertains to the OEMs identified as follows: Adobe, Cisco, Dell, F5 Networks, HPI, Lexmark, NetApp, Pure Storage, Okta, Opentext, Oracle, ProofPoint, RedHat, Salesforce, ServiceNow, Splunk, Sunhillo, Tanium, VMWare, ZSCALER.

These OEMs identified above have been and/or currently are high volume/spend within DOT/FAA. Offerors are cautioned that the Government may use data provided by each Offeror in this volume and, data obtained from other sources in the evaluation of Past Performance or both.

(a) The Offeror must also provide the following information for each example provided, to include at a minimum, the following information:

i. Demonstrate the similarity between the work performed and that described in this SAVES IT HW/SW SOW Sections C06-16. The offeror must also discuss the OEM coverage and relationships for those OEMs listed above for the relevant experience cited.

ii. Quality of Supplies/Service - The Offeror must describe past compliance with contract requirements, accuracy of reports, appropriateness of personnel and technical excellence.

iii. Timeliness of Performance - The Offeror must detail how it met milestones, provided reliable delivery and continuity of services, was responsive to technical direction, and completed work on time.

iv. Customer Satisfaction - The Offeror must describe satisfaction of customers with the Offeror's service and product.

v. Business Relations/Integrity/ Effective Management - The Offeror must detail its business relation with the customer with emphasis on its effectiveness to manage the contract requirements, subcontracts, and personnel while completing work on time.

vi. Ability to Manage Cost/Control Cost - The Offeror must describe past efforts to control costs.

vii. Identify any major problems with the contract and how they were overcome.

At least one past performance example cited must be for work performed by the Prime Offeror.

L.11.2.2.2 PAST PERFORMANCE QUESTIONNAIRES (ATTACHMENT 5):

Offerors must submit either a Past Performance Questionnaire in accordance with Attachment 5 - Past Performance Questionnaire (PPQ) or a Contractor Performance Assessment and Reporting System (CPARS) evaluation for each of the Past Performance references submitted in response to SIR Section L.11.2.2.1 above. If the delivery/task orders or contracts, identified on the Performance Information Sheet are different than the contracts identified on the Past Performance Questionnaire or Contractor Performance Assessment and Reporting System (CPARS) evaluation, the entire proposal may be determined nonresponsive, and the Offeror may be excluded from award consideration. CPARS evaluations may be submitted for contracts in lieu of a PPQ, or a combination of PPQs and CPARS evaluations may be submitted.

The Offeror must ensure that each Past Performance reference provides responses to all items listed on the PPQ. PPQs must be completed and signed by the Offeror's customer.

The Offeror must complete items 1 through 8 on page 2 (Part Two) of Attachment 5 - Past Performance Questionnaire (PPQ), for each Example provided. The Offeror must forward each questionnaire to the contract customers to provide feedback. There is no page limit associated with the questionnaire submission. The Offeror must instruct customers to complete the PPQ (review items 1 through 8 on page 2 and complete items 9 through 14, along with the ratings) and return it to the Government Point of Contacts at Dawn.A.Bloome@faa.gov and Kristin.T.Frantz@faa.gov by the deadline for proposal submissions.

The Offeror must submit with its proposal, copies of the PPQ, with items 1 through 8 completed as documentation that the PPQ was submitted to the PPQ evaluator for completion.

The Government may use the information provided by the Offerors in their Past Performance proposal to contact the references as part of the evaluation of their Past Performance. The Government may use the references to validate the accuracy of the Past Performance write-ups in order to evaluate Past Performance.

Offerors are reminded that the Government reserves the right to obtain and use information other than that provided by the Offerors in their proposals to evaluate Past Performance. Additionally, CPARS may be utilized to evaluate Past Performance even if CPARS information was not submitted by the Offeror. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The Offeror has the burden of providing thorough and complete Past Performance information. Problems not addressed by the Offeror will be considered to still exist.

L.11.2.3 VOLUME III, COST/PRICE

The Offeror must complete and submit Government furnished Attachment 2A – Small Business Price Model Evaluation Worksheet or Attachment 2B – Unrestricted Price Model Evaluation Worksheet. The Offeror must ensure the submission of the appropriate worksheet based on the designated Pool selected. If an Original Equipment Manufacturer (OEM) notifies an Offeror that a product is end of life (EOL), the Offeror must provide pricing based on the OEM products that are similarly configured to meet the Government standards outlined in the Attachments 2A and 2B. For evaluation purposes, the worksheet represents a 10-year period, consisting of a 5-year base period and a 5-year option period of identified hardware and software items. This spreadsheet is a model Request for Quotation (RFQ) based upon FAA historical requirements and includes: CLIN structure found in the SOW Section 5.1, OEMs indicated in Section L.11.2.1 Technical, manufacturer part number, description, quantity, MSRP, Government ordering vehicle (such as GSA FSS, NASA SEWP), Government Ordering unit price (excluding fees), proposed unit price and total evaluated price. Any fees normally charged by the Government Agency for utilizing their ordering vehicle (i.e. GSA Federal Supply Schedule, NASA SEWP) must not be included in the Offeror's proposal for the Government Ordering Vehicle unit price.

The spreadsheet must be completed per the instructions provided in Attachment 2A – Small Business Price Model Evaluation Worksheet or Attachment 2B – Unrestricted Price Model Evaluation Worksheet. Offerors must propose pricing and an escalation rate for each subsequent year as specified in the Price Model Evaluation Worksheet. The Government does not accept any adjustments or alternate pricing to the CLINs. If the FAA locked or otherwise "protected" a cell, the cell must remain locked or otherwise "protected." The Contractor must not unlock any cells or remove any protections. The Price Model Evaluation Worksheet is a historic representation of the FAA's requirements and is not an all-inclusive list of the Hardware and Software as required under SAVES and is for evaluation purposes of the IDIQ. The Price Model Evaluation Worksheet is to be completed utilizing the Government furnished Attachment 2A – Small Business Price Model Evaluation Worksheet or Attachment 2B – Unrestricted Price Model Evaluation Worksheet in accordance with the instructions above and as provided on the spreadsheet. The Offeror should ensure that the pricing entered is reasonable, fair, and consistent with the SIR requirements.

The intention of the Government is to compete future requirements at the delivery order level, however, Offerors are advised that the FAA reserves the right to utilize any of the prices as proposed on the Price Model Evaluation Attachment 2A or Attachment 2B spreadsheet within the first 6 months of the Contract award per Section B.3, Section G.4.1 and Section M.3.4, and therefore, Offerors must ensure the proposed pricing is reasonable and balanced.

NOTE: All Cost/Prices and supporting information must be contained in the Cost/Price Proposal (Volume III) and no pricing data is to be included in any response other than the Cost/Price Proposal.

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Section M - Evaluation Factors for Award

Clause List

3.2.2.3-34 EVALUATING OFFERS FOR MULTIPLE AWARDS (APR 2023)

3.2.4-30 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (OCT 2024)

3.2.4-31 EVALUATION OF OPTIONS (OCT 2024)

M.1 GENERAL INFORMATION

M.1.1 NOTICES TO OFFERORS

M.1.1.1 SEPARATE EVALUATIONS FOR EACH RESPONSE CATEGORY

The FAA will conduct separate evaluations for each response category: Small Business and Unrestricted in Size.

M.1.1.2 AWARD WITHOUT COMMUNICATIONS

In accordance with FAA AMS, the FAA reserves the right to award a contract based on initial offers received without communication or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of non-price and price factors. However, the FAA also reserves the right to conduct Offeror specific discussions or to conduct communications and permit Offerors to revise their proposals, if the Contracting Officer deems it appropriate and in the best interest of the FAA. The FAA reserves the right to reject any exception for any reason and may consider any exception or deviation to any term or condition of the SIR that is not expressly authorized by the SIR to be a deficiency and subject to elimination from further review for failure to conform with the SIR without further discussions.

M.1.1.3 GROUNDS FOR REJECTION OF PROPOSALS

The FAA reserves the right to reject proposals that are not responsive to solicitation requirements or unrealistic in terms of promised outcomes.

a) Proposals that are grossly deficient (i.e. proposals that are so poorly constructed as to require a rewrite, and/or which substantially fail to present any evidence of qualifying with the requirements set forth in the SIR) may be considered non-responsive. Proposals that are non-responsive or are unrealistic in terms of technical content may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the technical requirements and may render the proposal ineligible for further evaluation and no longer considered for contract award.
b) Multiple exceptions and/or deviations, or one or more significant exceptions and/or deviations not providing benefit to the FAA, may result in rejection of a proposal as unacceptable or otherwise noncompliant. An exception is significant if it materially alters the terms under which the Offeror will perform or requires FAA to give up rights to which it would otherwise be entitled.
c) This SIR does not authorize alternate proposals, and the FAA will not evaluate any alternate proposal received.
d) Offerors must be currently registered and in good standing in the Systems for Award Management (SAM) Database at time of award.
e) Offerors must complete and submit Government furnished ~~Attachment 2 – Pricing Model Evaluation Worksheet~~ Attachment 2A – Small Business Price Model Evaluation Worksheet or Attachment 2B – Unrestricted Price Model Evaluation Worksheet per instructions on ~~Attachment 2~~ Attachment 2A or Attachment 2B, so that the FAA may properly evaluate all proposals. Failure to comply with the requirements per Attachment 2 may be the cause for rejection of the entire offer.

M.1.1.4 RIGHT NOT TO AWARD

The FAA reserves the right to make no award in response to the solicitation if the Source Selection Official (SSO) determines that this action is in the FAA's best interest.

M.2 EVALUATION METHODOLOGY

The Government will make awards utilizing a lowest price technically acceptable approach with a two-pool evaluation process.

As a result of this SIR, the FAA anticipates awarding up to eight (8) contracts: up to six (6) awards to Offerors reserved for Small Businesses under the Small Business Pool, and up to two (2) awards to Offerors Unrestricted in Size under the Unrestricted Pool. Awards will be made to the Small Business and Unrestricted in Size Offerors who are deemed to be responsible in accordance with AMS 3.2.2.2, whose proposal is technically acceptable, in full compliance to all other requirements set forth in the SIR, and the lowest price.

The Government reserves the right to make one, multiple, or no contract awards to any business category.

M.2.1 EVALUATION PROCESS

The Government will evaluate the pool of small businesses separately from the pool of those unrestricted in size.

(1) Small Business Pool:

Initially the Government will assess proposals submitted under the Small Business Pool. Up to 6 (six) awards will be reserved for small businesses whose proposals fully meet the requirements outlined in the SIR, which offers the best value through the Lowest Price Technically Acceptable (LPTA) process described below.

The evaluation process begins by ranking proposals based on the Total Evaluated Price (TEP) from the lowest to highest price of all proposals according to the evaluation criteria set forth in Section M. The offers will subsequently be evaluated utilizing price analysis techniques to determine if the price is complete, reasonable and balanced.

Following the price ranking, the lowest six (6) price proposals will then be evaluated for technical acceptability under the non-price factor, according to evaluation criteria set forth in Section M. If any of the six (6) lowest price proposals are found to be technically unacceptable, the Government will proceed to evaluate the next lowest price proposal in the pool for technical acceptability. This process will continue until a total of six (6) proposals are identified as technically acceptable. Award will be made upon the identification of six (6) successful offers with the lowest price and acceptable non-price factors.

(2) Unrestricted Pool:

Following the evaluation of the Small Business Pool, the Government will evaluate proposals under the Unrestricted Pool to make the remaining awards. The FAA anticipates making up to two (2) additional awards to these Offerors, using the same LPTA process, based on proposals that conform entirely to the SIR requirements and identified with the lowest price and acceptable non-price factors.

The evaluation process begins by ranking proposals based on the Total Evaluated Price (TEP) from the lowest to highest price of all proposals according to the evaluation criteria set forth in Section M. The offers will subsequently be evaluated utilizing price analysis techniques to determine if the price is complete, reasonable and balanced.

Following the price ranking, the lowest two (2) price proposals will then be evaluated for technical acceptability under the non-price factor, according to evaluation criteria set forth in Section M. If any of the two (2) lowest price proposals are found to be technically unacceptable, the Government will proceed to evaluate the next lowest price proposal in the pool for technical acceptability. This process will continue until a total of two (2) proposals are identified as technically acceptable. Award will be made upon the identification of two (2) successful offers with the lowest price and acceptable non-price factors.

M.2.1.1 EVALUATION TEAM

A Government source evaluation team comprised of qualified personnel will evaluate information furnished by the Offerors. This includes proposals, written responses to clarification requests (if any), and revised proposals (if any). A separate evaluation team will evaluate cost/price information furnished by the Offerors.

M.2.1.2 COMMUNICATION WITH OFFERORS

During the evaluation process, the FAA may conduct written or oral communications with any and/or all Offerors. The FAA reserves the right to conduct communications with any individual Offeror, or some, all, or no competing Offerors, as the situation warrants and consistent with the AMS. Communications may result in a request to submit revised technical or price proposals. Communications, including negotiations, with any Offeror does not require communications with all Offerors.

M.2.1.3 EXCLUSION FROM COMPETITION

During the evaluation process, FAA may limit continued participation in the competition to those Offerors most likely to receive award. If at any time during the evaluation process, the FAA concludes that an Offeror is not likely to receive award, the FAA may eliminate the Offeror from further consideration for award. The Contracting Officer will provide written notification to any Offeror eliminated from further award consideration; the timing of such notification is at the discretion of the Contracting Officer.

M.2.1.4 INITIAL SCREENING AND CONFORMANCE REVIEW

Upon receipt of proposals, the Contracting Officer will perform a conformance review to ensure the Offeror provided all of the documents required and that the proposal conforms with the requirements outlined in Section L.11.1. The proposal may be eliminated at the conformance review stage for failure to conform with the SIR without further discussions. During the conformance review, a proposal that is grossly deficient and which does not address all of the requirements outlined in Volume I will be considered nonresponsive and unacceptable and may be a basis for eliminating the proposal from further consideration by the Contracting Officer. A proposal determined to be "grossly deficient" is so poorly constructed as to require a rewrite and/or substantially fails to present any evidence of qualifying with the requirements set forth in the SIR. Proposals that do not conform with the terms of the solicitation (e.g., missing or inadequate certifications, exceeding applicable page limits, including price information in the non-price volumes) may not be evaluated, at the Contracting Officer's discretion.

M.2.1.5 BEST VALUE AWARD DECISION

This acquisition is issued in accordance with AMS Policy 3.2.2.5 Commercial and Simplified Purchase Method through establishing evaluation criteria as described under AMS Policy 3.2.2.3 Complex Source Selection. The Government intends to award a Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) contract to the responsible Offeror(s) in each pool whose proposal is technically acceptable, in full compliance to all other requirements set forth in the SIR, and the lowest price.

The Government will evaluate price proposals for reasonableness in accordance with Section M. For those Offerors whose price is determined to be fair and reasonable the Government will then make a determination of acceptability or unacceptability on Offeror's Technical proposals, Volume II, on a pass/fail basis. Award will be made to the lowest-price, technically acceptable Offerors in their respective pool as outlined in Section M.2.1. Proposals that do not meet the minimum technical requirements will be deemed unacceptable and will not be considered for award, regardless of price.

M.3 EVALUATION FACTORS, RATINGS, AND DEFINITIONS

For the evaluation of Volume II below, the Technical Evaluation Team (TET) and Cost/Price Evaluation Team (PET), respectively, will evaluate the Small Businesses separately from the Unrestricted in Size.

Proposals which have been determined to be compliant per Section M.2.1.1 will be evaluated for acceptability based on the following factors:

Volume II – Factor 1 – Technical
(a) Subfactor 1 – ISO 9001 Certification
(b) Subfactor 2 – OEM Authorization Relationship and Letters of Authorization

Volume II – Factor 2 - Past Performance

Offerors must be rated "Acceptable" on all factors to be considered technically acceptable.

M.3.1 FACTOR 1 -TECHNICAL EVALUATION

The FAA will evaluate the Offeror's Technical proposal provided in response to Factor 1 to determine if the Offeror meets all of the minimum requirements based on their response to Subfactor 1, ISO 9001 Certification and Subfactor 2, OEM Authorization and Letters of Authorization to ensure that the Offeror has provided ISO 9001 Certification per the requirements of SIR Section L.11.2.1(a) and SOW Section 25 to be considered acceptable.

The FAA will evaluate the Offeror's Technical proposal in response to Factor 1 to determine if the Offeror meets all of the minimum requirements based on their response to Subfactor 2, OEM Authorization Relationship and Letters of Authorization per the requirements of SIR Section L.11.2.1(b). The FAA will evaluate the completed Attachment 3 to assess that it meets the following criteria for acceptability:

- For Small Business, the completed Attachment 3 demonstrates at least 5 (five) OEM authorized reseller relationships with the OEMs as indicated on the template

- For Unrestricted, the completed Attachment 3 demonstrates at least 10 (ten) OEM authorized reseller relationships with the OEMs as indicated on the template

- For both Small Business and Unrestricted, for all authorized reseller relationships as proposed on Attachment 3, Letters of Authorization (LOA) and OEM Points of Contact (POC) are provided

Failure to provide the ISO 9001 Certification per the SIR requirements may result in the Offeror being eliminated from award. Failure to complete Attachment 3 or to deviate from the requirements of the Attachment may result in the Offeror being eliminated from award.

Offerors must meet all minimum requirements of Factor 1 to receive an "Acceptable" on this factor. Failure to demonstrate capability of the minimum requirements will result in an "Unacceptable" rating and possible elimination from further consideration for contract award.

Rating	Definition
Acceptable	Proposal meets SIR requirements and indicates an adequate understanding of the requirements outlined in Section M.3.1.
Unacceptable	Proposal does not meet the requirements of the SIR outlined in Section M.3.1.

Table M.1: Factor 1 – Technical Rating Definitions

M.3.2 FACTOR 2 – PAST PERFOMANCE EVALUATION

A) Past Performance must be provided per Section L.11.2.2 and using Attachment 4 – Past Performance Information Sheet and Attachment 5 – Past Performance Questionnaire. Past Performance will be evaluated in accordance with AMS Guidance T.3.2.2.3.A.9(d) and as described below. The Offeror's past performance will be evaluated on recent and relevant contracts. The Government may use data independently obtained from other sources in the Past Performance evaluation process. The Government will not disclose the names of persons who

provide performance information. The FAA will review and evaluate past performance information submitted as well as information available through sources such as past performance databases (i.e. Contractor Performance Assessment Reporting System (CPARS)). The FAA retains the right to contact any references provided. If one or more Past Performance Questionnaires submitted for an Offeror receives a rating below Satisfactory (i.e., Marginal or Unsatisfactory) or a No rating on any question from the Offeror's customer. the overall Past Performance rating for that Offeror will be deemed Unacceptable.

B) The Offeror's Past Performance on contracts of similar size, content and complexity will be evaluated. The recency and relevance of the information, source of the information will be considered Relevancy will be assessed based upon the Offeror's experience as a prime contract holder and/or as a significant subcontractor performing comparable work in similar contract vehicles. Both prime and subcontractor experience will be considered, provided the Offeror can demonstrate meaningful involvement and performance of relevant work as a subcontractor. The Government is not bound by the Offeror's opinion of relevancy. Each Past Performance reference received will be evaluated to determine if it meets the standards outlined above. The overall Past Performance rating for the Offeror will be based on an integrated assessment of all Past Performance references and questionnaires provided.

The Government will evaluate the Offeror's, and (if applicable) its first-tier subcontractors' and their team members' past performance in delivering quality products and services and in meeting technical, price, and schedule requirements, while maintaining good customer relations.

"Annual Awarded Value" (as indicated on Attachments 4 and 5) for an contract, is calculated as the aggregated awarded price for all orders awarded to the offeror (or team member, as the case may be) under that contract, divided by the number of years of the period of performance of that contract that have been completed by the offeror (or team member) to date.

If no orders are associated with the contract type, "Annual Awarded Value" (as indicated on Attachments 4 and 5) for an contract, is calculated as the aggregated awarded price for the contract awarded to the offeror (or team member, as the case may be), divided by the number of years of the period of performance of that contract that have been completed by the offeror (or team member) to date."

~~In the case where the Offeror is a joint venture, one of the past performances must be for the joint venture itself as the prime contractor. The FAA will evaluate the past performance presented by the joint venture members in the aggregate.~~

In the case where the Offeror is a joint venture, the FAA will evaluate the past performance of the joint venture itself, if such past performance is provided, and/or the past performance of each individual joint venture member. The FAA will evaluate the past performance presented by the joint venture members in the aggregate.

C) First, the FAA will assess the Offeror's past performance to determine how relevant the recent effort is to the SAVES IT HW/SW effort. Similarity of the support (including OEM relationships), complexity, dollar value, contract type, size, and degree of subcontracting/teaming may all be considered in the relevancy determination. At a minimum, the FAA will assess the information provided as follows to determine the relevancy of the sample(s):

Small Business
At least one (1) past performance example cited is a contract similar to SAVES IT HW/SW, which was active within the last three (3) years before the SIR's release date; the example has an annual awarded value of $3M or more, AND the Offeror was the prime on contract example cited.
Unrestricted
At least one (1) past performance example cited is a contract similar to SAVES IT HW/SW, which was active within the last three (3) years before the SIR's release date; the example has an annual awarded value of $6M or more, AND the Offeror was the prime on contract example cited.

Table M.2: Past Performance Evaluation Table

As outlined in L.11.2.2.1 and M.3.2(B), the offeror must provide at least one (1) and no more than three (3) current or completed contracts for review. Among those examples provided, at least one must be as the Prime contractor. The Prime example must meet the standard specified in Table M.2 above for the pool that the Offeror is proposing. The remaining examples will be evaluated collectively in the aggregate. The example(s) provided must meet the minimum requirements outlined in Section L.11.2.2 for the Offeror to be assessed further for acceptability of Past Performance. Failure to meet the minimum requirements under this factor will result in an Unacceptable rating and elimination from further consideration for contract award.

D) Secondly, the FAA will assess the Offeror's proposed past performance as it demonstrates an overall commitment to quality; managed costs; adherence to contract schedules, including schedules for administrative aspects of performance (i.e. submission of deliverables, invoices, reports, certifications); maintains positive business relations and demonstrates an overall commitment to customer satisfaction. As outlined in Section M.3.2, if an Offeror receives a rating below Satisfactory or a No rating on Past Performance Questionnaires, the overall Past Performance rating for that Offeror will be Unacceptable.

The Offeror's Past Performance record may be assessed as unknown when there is no identifiable performance record in such cases where the Past Performance Questionnaire was not received, contract award was not input into the Contractor Performance Assessment Reporting System and/or no other Past Performance information could be obtained.

If any of the information required is not included in the proposal, then the Offeror may be considered non-responsive and evaluated as Unacceptable. Questionnaires not received by Offerors' customers will not deem an Unacceptable rating. The FAA reserves the right to use other Past Performance information in determining a rating for Factor 2. In accordance with AMS Guidance T3.2.2.3.B.2, if an Offeror's past performance is assessed as unknown, the Government will assign a negative (unacceptable) rating for this factor during the evaluation.

Failure to demonstrate acceptable Past Performance under this factor will result in an "Unacceptable" rating and elimination from further consideration for contract award.

Rating	**Definition**
Acceptable	Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Unacceptable	Based on the Offeror's performance record, the Government has no reasonable expectation that the Offeror will be able to successfully perform the required effort, or the Offeror's performance record is Unknown.

Table M.3: Factor 2 – Past Performance Rating Definitions

M.3.3 OTHER DEFINITIONS

Price Reasonableness: A price is reasonable if, in its nature and amount it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. (AMS Policy 3.2.3 and AMS Guidance T3.2.3.)

Recency: As it pertains to Past Performance information, is a measure of the elapsed time since the Past Performance reference occurred. Recency is generally expressed as a time period during which Past Performance references are considered relevant. For this SIR Past Performance is considered to have recency if performed within the past three (3) years.

Relevancy: As it pertains to Past Performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, or other comparable attributes of Past Performance and the solicitation requirements; and a measure of the likelihood the Past Performance is an indicator of future performance.

M.3.4 COST/PRICE EVALUATION

Cost/Price must be provided using Attachment 2A – Small Business Price Model Evaluation Worksheet or Attachment 2B – Unrestricted Price Model Evaluation Worksheet. The following describes the general methodology used for the request for proposal evaluation by the Cost/Price Evaluation Team (PET):
A) Offeror Price Review - Prices will be checked for minor or clerical errors. Should any minor or clerical errors in price be noted during the evaluation, Offerors may be afforded an opportunity to resolve any such errors. Any communication with Offerors shall be for the purpose of ensuring there are mutual understandings between the FAA and the offerors about all aspects of the procurement, including the offerors' submittals/ proposals (AMS 3.2.2.3.1.2.2).

Failure to propose on all items per Attachment 2A – Small Business Price Model Evaluation Worksheet or Attachment 2B – Unrestricted Price Model Evaluation Worksheet, will result in an Offeror's proposal being removed from further consideration for award.

B) Evaluated Price – For each pool: Small Business and Unrestricted in Size, the Cost/Price proposal (Attachment 2A – Small Business Price Model Evaluation Worksheet or Attachment 2B – Unrestricted Price Model Evaluation Worksheet) will be evaluated, not scored/rated, IAW AMS 3.2.3 Pricing Methodology, Principles and Standards and AMS Guidance T3.2.3 Cost and Price Methodology.

The Offeror's price proposal will be evaluated to determine if it is complete, consistent and reasonable with the Offeror's proposal, reflects a clear understanding of the SIR requirements and does not contain any material imbalances. In its evaluation, the Government may use commercial published data, same or similar contracts, Government estimates, industry standards, or other information as deemed appropriate by the Government.

The Government reserves the right to request additional information that supports the proposed costs/price. The FAA reserves the right to reject any request for exceptions, deviations, and assumptions. The FAA reserves the right to deem a statement that contradicts a SIR requirement as an exception, deviation, or assumption, whether or not the Offeror identifies it as such.

The Government will evaluate the total evaluated price of the Pricing Model Evaluation Worksheet. The total evaluated price as shown in Attachment 2A – Small Business Price Model Evaluation Worksheet or Attachment 2B – Unrestricted Price Model Evaluation Worksheet consist of the sum of all CLINS for the period of performance. For evaluation purposes, the Government will evaluate the Offeror's pricing based on reasonableness of the proposed pricing, considering the scope of work outlined in the Statement of Work; and completeness of the pricing submission and adherence to the Price Model Evaluation Worksheet format.

It is important to note that the prices proposed in the Pricie Model Evaluation Worksheet (Attachment 2A – Small Business Price Model Evaluation Worksheet or Attachment 2B – Unrestricted Price Model Evaluation Worksheet) will be used for evaluation purposes of the IDIQ contract. The Price Model Evaluation Worksheets are a historic representation of the FAA's requirements and is not an all-inclusive list of the Hardware and Software as required under SAVES contract and is for evaluation purposes of the IDIQ. The Government intends to compete future requirements at the delivery order level; however, Offerors are advised that the FAA reserves the right to utilize any of the prices as proposed on Price Model Evaluation Attachment 2A or Attachment 2B spreadsheet within the first 6 months of the Contract award per Section B.3, Section G.4.1 and Section L.11.2.3, and therefore, Offerors must ensure the proposed pricing is reasonable and balanced.

Offers determined not to be reasonable for prices in the proposal and/or that may have unbalanced prices among the CLINs, will not be further evaluated.

M.4 BASIS FOR AWARD

A) The Government anticipates awarding up to eight (8) contracts:
up to six (6) awards to Offerors reserved under the Small Business Pool and up to two (2) awards to Offerors under the Unrestricted Pool; however, the actual number of awards, to Small Businesses and Unrestricted Offerors, may be more or less than this number.
B) The Government will perform its Source Selection based on the evaluation criteria in this Section M.
C) The Government may award contracts resulting from this solicitation to responsible Offerors, conforming to the solicitation, that are determined to be the best value in accordance with the evaluation criteria in this Section M.
D) The Government cautions Offerors not to minimize the importance of a detailed, adequate response in any area due to its relative importance, or due to the Government not providing a numeric score.
E) Prior to the award of any contract, the prospective Contractor must also be determined to be responsible in accordance with AMS Guidance T3.2.2.7.A.1.
F) To be eligible for award, the Offeror must meet all the requirements of the SIR. However, the Government res erves the right to reject all offers, or waive any requirements, irregularities and discrepancies, if it would be in the best interest of the Government to do so.

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