SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NUMBER	3. SOLICITATION TYPE	4. DATE ISSUED	5. REQUISITION/PURCHASE NUMBER
	697DCK-26-R-00186	☐ SEALED BID (IFB) ☒ NEGOTIATED BID (RFP)		See Schedule

6. ISSUED BY CODE AAQ520FTW-AFN

FEDERAL AVIATION ADMINISTRATION
AAQ-500 - REGIONAL ACQUISITIONS
10101 HILLWOOD PARKWAY
FORT WORTH TX 76177-1524

7. ADDRESS OFFER TO *(If other than Item 6)*

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

8. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until 1200 ES *(Hour)* local time _____ *(Date)*

CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Richard L. Palsgrove				Richard.L.Palsgrove@faa.gov

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☒	C	DESCRIPTION/SPECS./WORK STATEMENT	2	☒	J	LIST OF ATTACHMENTS	40
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OFFER *(Must be fully completed by offeror)*

NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period .

11. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above , to furnish any or all items upon which prices are offered at the price set opposite each item , delivered at the designated point(s), within the time specified in the schedule.

12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

13. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

14A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

14B. TELEPHONE NUMBER			14C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. SIGNATURE	17. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

AWARD *(To be completed by* CONTRACT AUTHORITY*)*

18. ACCEPTED AS TO ITEMS NUMBERED	19. AMOUNT	20. ACCOUNTING AND APPROPRIATION	
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		22. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
23. ADMINISTERED BY *(If other than Item 6)* CODE _____		24. PAYMENT WILL BE MADE BY CODE _____	
25. NAME OF CONTRACTING OFFICER *(Type or print)* Richard L. Palsgrove		26. CONTRACT AUTHORITY *(Signature of Contracting Officer)*	27. AWARD DATE

IMPORTANT - Award will be made on this Form, or by other authorized official written notice.

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The FAA is seeking qualified offerors to provide Materials Compatibility Testing in support of the Piston Aviation Fuels Initiative (PAFI) and the Eliminate Aviation Gasoline Lead Emissions (EAGLE) programs. All laboratory testing services will be conducted in accordance with the project Statement of Work and supporting specifications. This effort is solicited through full and open competition. The due date for questions is 05/29/2026 at 1500 hrs ET. The due date for offerors is 06/18/2026 at 1500 hrs ET. PAFI-ETP-006 Rev. B, PAFI-ETP-010 Rev. A, and PAFI-ETP-014 Rev. A testing.				
00001	Non-severable research CLIN's as follows: 001/001A, 002/002A, 003/003A, 004/004A, 005/005A, 006/006A, 007/007A, 008/008A, 009/009A, 010/010A, 011/011A, 012/012A, 013/013A, 014/014A, 015/015A, 016/016A, 019/019A, 020/020A, 021/021A The contractor must provide quality technical, engineering, analytical, planning, and administrative support to the Alternative Fuels program mission. The contractor must furnish and make available personnel, supplies, equipment, materials, data, facilities, and services necessary to complete the efforts under this solicitation Statement of Work (SOW), the contractor may also be required to interface with other contractors, fuels providers, and various FAA organizations. Electronic & IT: 03 Requisition No: CT-26-00245-A2 Period of Performance: 07/01/2026 to 06/30/2028				
00002	Severable research CLIN's as follows: 022, 025, 017/017A/017B, 018/018A/018B The contractor must provide quality technical, engineering, analytical, planning, and administrative support to the Alternative Fuels program mission. The contractor must furnish and Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	make available personnel, supplies, equipment, materials, data, facilities, and services necessary to complete the efforts under this solicitation Statement of Work (SOW), the contractor may also be required to interface with other contractors, fuels providers, and various FAA organizations. Electronic & IT: 03 Requisition No: CT-26-00243-A2 Period of Performance: 07/01/2026 to 06/30/2028				
00003	OPTIONAL ADDITIONAL FUEL TESTING LABOR SUPPORT The contractor must provide quality technical, engineering, analytical, planning, and administrative support to the Alternative Fuels program mission. The contractor must furnish and make available personnel, supplies, equipment, materials, data, facilities, and services necessary to complete the efforts under this solicitation Statement of Work (SOW), the contractor may also be required to interface with other contractors, fuels providers, and various FAA organizations. (Option Line Item) (Expected Exercise Date/Days After Award:) 01/01/2026				

Section B - Supplies or Services/Prices

Section B - Schedule

B.1 GENERAL

The Offeror must propose Firm-Fixed prices and Labor Hour rates for testing contained within Attachment 2 - Pricing Sheet

Clause List

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Section C - Description/Specifications

Scope of Work

Please view the project Statement of Work available within Attachment 1 - PAFI MTAC SOW.

Clause List

The remainder of this page has been intentionally left blank.

Section D - Packaging and Marking

Clause List

D.1 PRESERVATION, PACKING AND PACKAGING

Preservation, packing and packaging for all items delivered to FAA specified destination(s) must adhere to best commercial and Federal and State safety practices to ensure arrival in undamaged condition.

The Contractor is responsible for the preservation, packaging and packing of all items delivered to FAA specified destination(s) under the terms of this contract. The Contractor must provide adequate protection against corrosion, deterioration and physical damage during shipment and handling from the source of supply to the ultimate destination. The Contractor will be fully liable for any damage, deterioration or losses incurred during shipment, handling and installation that is attributable to improper packing.

D.2 MARKING

Each package, report, or other deliverables must be accompanied by a letter, with a copy of the Contracting Officer and Contracting Officer's Representative, excluding enclosures which:

(a) Identifies the Contract number under which the item is being delivered.
(b) Identifies the "Report Requirements" which requires the delivered item(s); and
(c) Indicates whether the Contractor considers the deliverable to be a partial or full satisfaction of the requirement.

In addition, all deliverables must be marked with the following:

(a) FAA Contract Number
(b) Contractor's name and address
(c) List of contents, partial or final delivery

The remainder of this page has been intentionally left blank.

Section E - Inspection and Acceptance

Clause List

E.1 CLAUSES AND PROVISIONS

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)

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

3.10.4-5 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (APR 1996)

3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APR 1996)

E.2 INSPECTIONS AND ACCEPTANCE

The CO, the COR, or order POC, as the CO's duly authorized representative, are authorized to perform inspection on behalf of the Government for the purpose of acceptance of all materials, data or services to be provided. In this regard the COR/ task order COR is an authorized representative of the CO. The COR/ order POC will perform inspection on behalf of the Government for the purpose of acceptance of all services and/or items (deliverables/reports) to be provided as part of this Contract. If the COR/ order POC determines that there are omissions, errors, and/or deficiencies in the Contractor's deliverables (excluding equipment), the Contractor must make the necessary corrections that will allow the Government to accept the final product. The COR/ Order POC will provide a written notification of acceptance or rejection within thirty (30) business days of receipt of the final product, or as specified within each task order. The Contractor must correct the report or deliverable within fifteen (15) business days unless otherwise specified. The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies and/or services furnished under this Contract conform to contract requirements. Final acceptance of all services and/or deliverable items under this Contract will be made in writing by the CO or the assigned task order COR/order POC. Inspection and acceptance will be at destination. Inspection, review, or the anticipation of acceptance/approval of a contract item in the course of its preparation, must not be construed as assurance of acceptance of the finished product.

The remainder of this page has been intentionally left blank.

Section F - Deliveries or Performance

Clause List

F.1 CLAUSES & PROVISIONS

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)

3.10.1-9 STOP-WORK ORDER (APR 2025)

3.10.1-24 NOTICE OF DELAY (MAR 2009)

SA13 HOLIDAYS

The following Federal holidays are observed by the Federal Aviation Administration.

New Year's Day January 1st

Martin Luther King's Birthday Third Monday in January

Presidents Day Third Monday in February

Memorial Day Last Monday in May

Juneteenth June 19th

Independence Day July 4th

Labor Day First Monday in September

Columbus Day Second Monday in October

Veterans Day November 11th

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25th

The remainder of this page has been intentionally left blank.

Section G - Contract Administration Data

Clause List

G.1 CONTRACTING OFFICER'S REPRESENTATIVE

Work to be performed under this contract is subject to the technical direction of the following FAA Contracting Officer's Representative (COR):

Name: TBD
Phone: TBD
email: TBD

G.2 CONTRACT ADMINISTRATION

The Contracting Officer (CO) is:

Name: Richard Palsgrove, AAQ-540
email: Richard.L.Palsgrove@faa.gov

The CO identified above, has the overall responsibility of this contract. 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).

The FAA will appoint a COR for the contract. The CO may change the COR via electronic mail. The COR has the authority to monitor the technical progress of the services that are to be delivered under the contract. This includes visits to the place of performance, meetings and telephone conversations with contractor personnel, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO.

The COR can neither authorize or order the cessation of contract work, nor delete, change, or waive any of the technical requirements or other terms and conditions of the contract. Should the contractor desire a change (monetary or otherwise) to the contract, a written request to the CO for consideration must be submitted. If appropriate, the CO will incorporate the change by contract modification/revision.

The CO has sole authority to issue Technical Direction Letters to detail the specific laboratory tests, reporting requirements, and/or blend services.

When a discrepancy between the Contractor and the COR occurs, the Contractor must notify the CO immediately for resolution.

G.3 INVOICING PROCEDURES

a) The Contractor must submit a properly executed original invoice, identified by the Contract Number to FAA Accounts Payable at: 9-AMC-AMZ-FAA-APInvoices@faa.gov, or via the Delphi e-Invoicing web-portal as directed by the FAA Accounts Payable office. The FAA requires the Contractor to adhere to any changes in in the invoice process as part of the FAA's E-invoicing initiative. The Contractor must copy the COR and CO listed in G.1 and G.2 when submitting invoices.

b) Contractor's invoices must include the following items:
1) Name and address of the contractor.
2) Invoice date.
3) Contract number or other authorization for supplies delivered or services performed.
4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill

of lading number and weight of shipment will be shown for shipments on Government bills of lading.
6) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or on a proper notice of assignment).
7) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
8) Any other information or documentation required by the contract (such as evidence of shipment).
9) The invoice should reflect all the expenditures to date for the entire contract (Cumulative expenses), and the funds remaining with regard to funding allocations and budgets. The original negotiated hours and/or dollars.
c) The COR will review and certify the accuracy of the invoice before submitting it to the CO for final approval. The CO may withhold payment if the invoice contains discrepancies or errors the CO determines the costs are valid or the invoice is otherwise rectified. In addition, the CO may withhold funds in accordance with applicable clauses.

G.4 INTERPRETATION OR MODIFICATION

No oral statement of any person, and no written statement of anyone other than the Contracting Officer modifies or otherwise affects the terms or meaning of the schedule or specifications. All requests for interpretation or modification must be made in writing to the Contracting Officer.

G.5 FEDERAL HOLIDAYS

The Government observes holidays below:

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

The FAA will not pay overtime or premiums on any work the Contractor chooses to do on a designated Federal Holiday.

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

The remainder of this page has been intentionally left blank.

Section H - Special Contract Requirements

Clause List

H.1 CLAUSES & PROVISIONS

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)

3.8.2-17 KEY PERSONNEL AND FACILITIES (JUL 2019)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor must notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and must submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion will be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Project Lead Senior Researcher
[ ] [ ]

[ ] [ ]
[ ] [ ]

(List key personnel and/or facilities)

(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)

The remainder of this page has been intentionally left blank.

Section I - Contract Clauses

Clause List

I.1 CLAUSES & PROVISIONS

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

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

(End of clause)

3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2023)

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

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

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)

3.2.5-7 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)

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

Funds are not presently available for performance under this contract beyond 12 months from performance start. 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 12 months from performance start, 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)

3.6.2-14 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)

3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (APR 2025)

In compliance with the Service Contract Labor Standards (41 U.S.C. chapter 67) and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the FAA subject to the provisions of 5 U.S.C. 5341 or 5332. This statement is for information only; it is not a wage determination.

Employee class	Monetary Wage-Fringe Benefits
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

(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)

3.6.3-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (OCT 2024)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (FED-STD-313) (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert None): _____

Identification No.: _____

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with FED-STD-313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to FED-STD-313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer (CO) and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to:

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material;

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of FED-STD-313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the Safety Data Sheets with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit Safety Data Sheets to consignees in advance of receipt of shipments by consignees, if authorized in writing by the CO.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the Safety Data Sheets in or on each shipping container. If affixed to the outside of each container, the Safety Data Sheets must be placed in a weather resistant envelope.

(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)

3.8.9-4 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 [ ] No [ ] DHS FASCSA orders

Yes [ ] No [ ] DoD FASCSA orders

Yes [ ] No [ ] 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)

3.13-16 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)

3.6.2-50 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (EXECUTIVE ORDER 14398) (INTERIM APRIL 2026)

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory DEI activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity resources.

b) In connection with the performance of work under this contract, the Contractor agrees as follows:

1) The Contractor will not engage in any racially discriminatory DEI activities;

2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

3) In the event of the Contractors or a subcontractors noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor may be declared ineligible for further Government contracts;

4) The Contractor will report any subcontractors known or reasonably knowable conduct that may violate this clause to the contracting officer and take any appropriate remedial actions directed by the Contracting Officer;

5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause; and

6) The Contractor recognizes that compliance with the requirements of this clause are material to the Governments payment decisions for purposes of section 31 U.S.C. 3729(b)(4).

c) Subcontracts. The Contractor must include the substance of this clause, including this paragraph c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

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Section J - List of Documents, Exhibits and Other Attachments

Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	Statement of Work - Material Compatibility Testing	02/01/2026	13
2	Pricing Template	02/01/2026	3
3	Past Performance Questionnaire - Customer Satisfaction Survey	04/01/2026	2

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

Clause List

K.1 CLAUSES & PROVISIONS

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

3.6.2-45 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (APR 2025)

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 60 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)

3.6.4-15 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

L.1 CLAUSES & PROVISIONS

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)

3.2.2.3-1 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)

3.2.2.3-17 PREPARING OFFERS (APR 2024)

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

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 Richard.L.Palsgrove@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)

3.6.1-17 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE (OCT 2022)

The North American Industry Classification System (NAICS) code for this procurement is:
541380.

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 $19.0 million.

For NAICS codes based on the number of employees, the average number of employees over the last 24-month period cannot exceed [ ].

(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)

SA51 SUBMISSION OF OFFER - SERVICES

An offeror shall submit an offer which shall include a technical and business proposal as outlined below. PLEASE NOTE: Lack of submission of any of the information required in the Business and Technical Proposals shall render a contractor's proposal as non-responsible and will not be considered further for award.

1.Business Proposal

a) Signed Standard Form 33, SOLICITATION, OFFER AND AWARD

b) Part I, Section B, PRICE SCHEDULE

c) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

d) Part IV, Section K, Business Declaration

e) 8(a) certification from Small Business Administration (if applicable)

2. Technical Proposal

a) Past Experience. Provide a list of at least three (3) projects within the past five (5) years similar in scope of work to be done. Be specific and provide details. Similar work is described as work of the same complexity and size of building. For each project address the following points:

1) Project title, description and contract number

2) Client names, business address, phone numbers, and contact person

3) Dollar value

4) Scope of work

5) Percentages of work subcontracted and nature of that work

6) Award and completion dates

7) Any relevant information that would reflect on the offeror's ability to meet schedule constraints.

A negative response is required in the event of no similar experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with offeror. All submitted technical information be considered proprietary data and shall be utilized for evaluation purposes only and kept confidential. Offerors are advised the that government reserves the right to use and evaluate any and all available pertinent information, in addition to the data presented in the technical proposal.

b) Past Performance- Customer Satisfaction Surveys (By third party references). Prime Contractor is REQUIRED to have at least two (2) of the attached customer satisfaction surveys (CSS's) completed and returned to this office c/o Richard.L.Palsgrove@faa.gov by a third party reference. It is advised that the Contractor distribute more than three CSS's to third-party references as not all are returned, and receipt of less than three could lead to the Contractor's disqualification. Customer Satisfaction Survey may be emailed to Richard.L.Palsgrove@faa.gov. Contractor is also advised to verify receipt of the requisite number of CSS's in advance of solicitation deadline.

c) Key Personnel- with your Technical Proposal a listing of Key Personnel to this effort must be included. The Key Personnel listing must include names, qualifications, certifications/education, and experience for the following positions: Project Lead, Senior Researcher. Additionally, the submission must represent the following requirements

have been met:

Project Lead: PhD in engineering, chemistry, materials science, or other scientific field relevant to the research Statement of Work. Minimum twenty (20) years research experience with at least ten (10) in materials research including materials compatibility, and demonstrable experience developing and using complex test rigs. At least at least seven (7) of the overall years of experience must be in a Lead role.

Senior Researcher: Master's in engineering, chemistry, materials science, or other scientific field relevant to the research in the Statement of Work and fifteen (15) years research experience with at least seven (7) in materials research including materials compatibility, and demonstrable experience developing and using complex test rigs.

(End of Provision)

The remainder of this page has been intentionally left blank.

Section M - Evaluation Factors for Award

Clause List

M.1 BASIS OF AWARD

Any award that may result from this SIR must be deemed acceptable/fair and reasonable, both from a technical and cost/price standpoint. No contractual obligation or liability on the part of the Government shall exist unless and until the contract is awarded. Therefore, you will not begin work on the services and other requirements called for by this SIR until after formal notice of contract the Government has issued award.

SA56 EVALUATION FACTORS FOR AWARD - SERVICES

The Government will make award to the contractor offering the lowest priced, technically acceptable offer. The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers without discussions or to conduct one- on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. Proposals shall be evaluated as either 'acceptable' or 'unacceptable' on the basis of the following criteria:

A. Past Experience. STANDARD FOR REVIEW: An acceptable proposal must demonstrate at least three (3) successful relevant projects in the past five (5) years similar to the current requirement. The FAA reserves the right to contact the customers listed as references, and to apply that information in its final determination.

B. Past Performance. STANDARD FOR REVIEW: At least two (2) Customer Satisfaction Surveys must be received before the solicitation deadline with an overall rating of Satisfactory or higher. The FAA reserves the right to contact customers listed as references and conduct a Customer Satisfaction Survey by telephone in the event that there is insufficient competition due to the lack of customer satisfaction surveys received. If Contractor does not have an applicable performance history, then, within the cover letter, the Contractor must indicate the reason for such absence of past performance history.

C. Key Personnel. STANDARD FOR REVIEW: with your Technical Proposal a listing of Key Personnel to this effort must be included. The Key Personnel listing must include names, qualifications, certifications/education, and experience for the following positions: Project Lead, Senior Researcher. Additionally, the submission must represent the following requirements have been met:

Project Lead: PhD in engineering, chemistry, materials science, or other scientific field relevant to the research Statement of Work. Minimum twenty (20) years research experience with at least ten (10) in materials research including materials compatibility, and demonstrable experience developing and using complex test rigs. At least at least seven (7) of the overall years of experience must be in a Lead role.

Senior Researcher: Master's in engineering, chemistry, materials science, or other scientific field relevant to the research in the Statement of Work and fifteen (15) years research experience with at least seven (7) in materials research including materials compatibility, and demonstrable experience developing and using complex test rigs.

(End of Provision)

SA61 CONSIDERATION OF PRICE - LOWEST PRICED TECHNICALLY ACCEPTABLE (LPTA) SOURCE SELECTION

The offeror must submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer. Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award will be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN

price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

(End of Provision)