BROAD AGENCY ANNOUNCEMENT
RESEARCH AND COMMERCIAL SOLUTIONS OPENING (RCSO)

FEDERAL AVIATION ADMINISTRATION
BAA-693KA8-26-RCSO
May 18, 2026

The procedures outlined in this Broad Agency Announcement (BAA) apply to Areas of Interest posted under BAA-693KA8-26-RCSO This BAA will remain active five (5) years from date of issuance.

SECTION 1 – INTRODUCTION

1.1 Background and Authority

The Federal Aviation Administration (FAA) is dedicated to providing the safest and most efficient aerospace system in the world. We are committed to advancing the next level of aviation safety and efficiency, leading globally in the safe integration of new users, operations, and technologies into the National Airspace System (NAS).

As stewards of the American public and our aviation community, we hold ourselves accountable to the highest standards. Safety is our passion—we work tirelessly to ensure every air and space traveler reaches their destination securely. Excellence is our promise—we deliver results grounded in professionalism, transparency, and accountability. Integrity is our foundation—we carry out our responsibilities with honesty, ethical rigor, and moral soundness.

Our people are our greatest strength. The respect, collaboration, and dedication of our workforce drive our mission forward. Innovation is our hallmark, empowering us to envision and create solutions that push beyond today's aerospace boundaries and shape the future of aviation.

As such, in order to accommodate research and technological solutions that we did not contemplate, an Area of Interest (AOI) is a broader problem statement than a traditional government solicitation. Likewise, our evaluation process is conducted with our organizational objectives in mind, and the FAA may select vendors whose research and technological solutions show greater potential to achieve the FAA's mission.

The FAA uses Other Transaction Agreements (OTAs or Agreements), authorized under the FAA Reauthorization Act of 1996, 49 U.S.C. 106(l)(6), to collaborate with traditional and nontraditional government contractors, as well as nonprofit research institutions. These Agreements support

research and prototype projects that directly enhance the FAA's mission effectiveness by improving NAS-related platforms, systems, components, or materials—whether newly developed, acquired, or already in use. The information in this Research and Commercial Solutions Opening (RCSO) Broad Agency Announcement (BAA) is intended to ensure that, to the greatest extent practicable, competitive procedures are used when entering into Agreements for research and prototype efforts.

1.2 BAA Procedure

This BAA is a competitive solicitation seeking proposals for innovative research, solutions, and commercial technologies that advance NAS capabilities. It will lead to the award of both research and prototype projects, encompassing commercially available technologies backed by commercial or strategic investment, as well as concept demonstrations, pilot efforts, and agile development activities that can incrementally enhance commercial technologies, existing government-owned capabilities, or emerging concepts for aviation applications.

The BAA is soliciting Research/Solution Briefs in response to AOIs. AOIs are focused topic(s) or categories that will be published separately and posted on the SAM.gov website. All Research and Solution Briefs submitted in response to any AOI will be governed by this BAA unless otherwise noted in the AOI.

AOIs are written in a much broader manner than standard Government solicitations to maximize latitude in creativity when approaching a problem and to allow for maximum participation from Entities who may not be familiar with submitting proposals to Government solicitations.

The Government may post AOIs at any time. Interested Entities are encouraged to frequently check the SAM.gov website for new AOI postings.

The BAA outlines the competitive procedures to submit a response to an AOI. The process will consist of three phases: Research/Solution Brief, Pitch (if applicable), and full written proposal (Request for Proposal):

Phase 1 Research/Solution Briefs: Briefs submitted in response to an AOI shall be submitted as specified in Section 3 of this BAA. The Government will evaluate the Briefs against the criteria stated in this BAA. The Government will not pay Entities for the costs associated with Brief submissions.

Phase 2 Pitch Session: Entities whose briefs are evaluated to be of merit may be invited to provide a pitch following the instructions provided in Section 3.3 of this BAA. *The government reserves the right to limit the number of* Entities *invited to pitch. As such, a company's research and/or solution may be evaluated to be of merit but not invited to pitch.* In the event that the Government requires a demonstration, additional information will be provided in the specific AOI highlighting those procedures, otherwise Phase 2 will be comprised solely of the pitch. The Government will not pay Entities for costs associated with pitches, unless otherwise stipulated. Pitches can be either in-person or virtual. This information will be in the AOI.

Phase 3 Proposal: Those Entities whose Brief and Pitch are evaluated to be of merit and are selected for potential award of a Research or Prototype OTA may, if funding is available, be invited to submit a full written proposal following the instructions provided in Section 3.4 of this BAA. The Government will not pay Entities for costs associated with the RFP (Research and Prototype) (e.g., proposal development, negotiations) in Phase 3, unless otherwise stipulated.

SECTION 2 – DEFINITIONS

"Agreements Officer" (AO) is defined as a warranted Agreements Officer authorized to sign the Agreement for the Government, administer or terminate the Agreement, and make related determinations and findings. The AO is the only individual authorized to bind the Government.

"Area of Interest" (AOI) means an announcement posted on the SAM.gov website which may result in the award of an Other Transaction Agreement (OTA).

"Entity" is defined as Companies, organizations, and non-profits.

"Innovative" means any new technology, process, or business practice; or any new application of an existing technology, process, or business practice that contributes to enhancing FAA's mission.

"Nonprofit Institution" is defined as an organization owned and operated exclusively for scientific or educational purposes, no part of the net earnings of which insures to the benefit of any private shareholder or individual.

"Nontraditional Government Contractor" is defined as a company or organization that is not currently performing and has not performed, for at least the one-year period preceding the solicitation of sources by the FAA for the procurement or transaction, any contract or subcontract for the FAA. This includes all small business concerns.

"Other Transaction Agreement (OTA)" refers to the type of Agreement that may be awarded as a result of this BAA and associated AOIs. This type of OTA is authorized by the FAA Reauthorization Act of 1996, 49 U.S.C. 106(l) (6) and Federal Aviation Administration Acquisition Management System (AMS) Procurement Guidance T.3.8.1A.3.b:

> "The Administrator is authorized to enter into and perform such contracts, leases, cooperative agreements, or other transactions as may be necessary to carry out the functions of the Administrator and the Administration. The Administrator may enter into such contracts, leases, cooperative agreements, and other transactions with any Federal agency (as such term is defined in section 551(1) of title 5) or any instrumentality of the United States, any State, territory, or possession, or political subdivision thereof, any other governmental entity, or any person, firm, association, corporation, or educational institution, on such terms and conditions as the Administrator may consider appropriate."
>
> This type of OTA is treated by FAA as an acquisition instrument, commonly referred to as an "Other Transaction Agreement" for research or a prototype project.

"Prototype Project" can generally be described as a proof of concept, model, reverse engineering

to address obsolescence, pilot, novel application of commercial technologies for defense purposes, agile development activity, creation, design, development, demonstration of technical or operational utility, or combinations of the foregoing. A process, including a business process, may be the subject of a prototype project. Although assistance terms are generally not appropriate in OTA, ancillary work efforts that are necessary for completion of the prototype project, such as test site training or limited logistics support, may be included in prototype projects. A prototype may be physical, virtual, or conceptual in nature. The quantity should generally be limited to that needed to prove technical or manufacturing feasibility or evaluate aviation utility.

"Research" can generally be described as basic, applied, or advanced research.

"Research and Commercial Solutions Opening" (RCSO) is FAA's method for employing the innovative research and prototyping authority under the FAA Reauthorization Act of 1996, 49 U.S.C. 106(l) (6).

"Small Business" is defined under Section 3 of the Small Business Act (15 U.S.C. 632).

"Traditional Government Contractors" is defined as a company or organization that regularly provides goods and services to the Government.

SECTION 3 - GUIDELINES FOR RESEARCH/SOLUTION BRIEFS, PITCHES, AND PROPOSALS

3.1 General Guidelines

1. Unnecessarily elaborate brochures or proposals are not desired.

2. Use of a diagram(s) or figure(s) to depict the essence of the proposed solution is strongly encouraged.

3. Entities may submit multiple Solution Briefs in response to any single AOI if each submission represents a separate and distinct concept.

4. The period of performance for any Research/Solution Brief or proposal submitted under this BAA should generally be no greater than 36 months.

5. Technical data with aviation application may require appropriate approval, authorization, or license for lawful exportation.

6. All Research/Solution Briefs, Pitches, and Proposals shall be unclassified. Research/Solution Briefs, Pitches, and Proposals containing data that is not to be disclosed to the public for any purpose or used by the Government except for evaluation purposes shall include the following sentences on the cover page:

"This [select one: Research/Solution Brief, Pitch, or Proposal] includes data that shall not be disclosed outside the Government, except to non-Government personnel for evaluation purposes, and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than

to evaluate this submission. If, however, an Agreement is awarded to this Company as a result of --or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent agreed upon by both parties in the resulting agreement. This restriction does not limit the Government's right to use the information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"

Each restricted data sheet should be marked as follows:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

7. Foreign-Owned businesses may independently submit a solution or do so as part of a teaming arrangement with one or more United States-Owned businesses. However, the ability to obtain an Agreement based upon a submission may depend upon the ability of the Foreign-Owned business to obtain necessary clearances and approvals to obtain proscribed information.

8. Submissions must be submitted electronically to the AO as publicized in the AOI.

9. Submissions sent through other channels, or after the AOI period has ended, will neither be reviewed nor evaluated.

10. Research/Solution Briefs that are chosen for Phase 2 Pitch will be notified in writing as soon as practicable.

3.2 Phase 1 Solution Brief

PHASE 1 SOLUTION BRIEF CONTENT

Research/Solution Briefs should not exceed five (5) written pages using 12-point font or, alternatively, Briefs may take the form of briefing slides which should not exceed fifteen (15). These limits are not requirements but are strongly recommended.

Title Page (does not count against page limit)

Company Name, Title, Date, Point of Contact Name, E-Mail Address, Phone, and Address.

Specifically identify the AOI for which the Solution Brief is submitted.

Executive Summary (one page)

Provide an executive summary of research or technology.

Research (Basic/Applied/Advanced)

Describe the unique aspects of your research and the proposed work as it relates to the AOI. Specify whether the effort involves pilot study or demonstration of existing, validated research methods or findings, or the development of new research approaches with potential aviation relevance. If new research development or adaptation is proposed, outline a recommended path for advancing and validating the research. Clearly identify any elements of the research, data, or methodologies that may be considered proprietary.

Technology Concept

Describe the unique aspects of your technology and the proposed work as it relates to the AOI. Identify whether the effort includes the pilot or demonstration of existing commercial technology (identified as commercially ready and viable technology), or the development of technology for potential aviation application. If development or adaptation is proposed, identify a suggested path to mature the technology. Identify aspects which may be considered proprietary.

Company Viability

Provide a brief overview of the company. Provide a summary of current fundraising to date or a summary of the top line (gross sales/revenues). Provide a summary of product commercialization and go-to-market strategy.

PHASE 1 RESEARCH/SOLUTION BRIEF BASIS OF EVALUATION

All Briefs submitted in response to an AOI will be evaluated against the stated criteria below.

1) Research or Solution Brief meets **one** of FAA's OTA Qualifiers **(Select the one that applies)**:

- A reimbursable agreement with a non-federal entity where FAA is essentially a contractor and subject to the terms and conditions of the non-federal entity.

- To foster new partnerships and practices with non-traditional government contractors to promote innovative research and state of the art prototypes.

- To create diverse and highly variable business structures such as consortiums that harness disparate types of organizations to maximize the advantages of each and minimize/mitigate the disadvantages of each in facilitating innovation.

- To structure business arrangements to address specific aviation needs and circumstances, e.g., where a private airport retains title to a Medium-Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) and the FAA is responsible for maintenance of the MALSR equipment, construction of a fence, or the laying of cable that would benefit the airport authority (or the general public) and the FAA facility at the airport.

- To leverage commercial industry investment in technology developments.

- To partner with industry to ensure FAA current and future requirements are

incorporated into future technology or products that carry out the mission of the agency.

- To conduct basic, applied, and advanced research projects with commercial partners without burdening commercial partners with FAA regulatory overhead, which would make them non-competitive in the commercial sector.

- To direct research related to unmanned aircraft systems, including at any test range in coordination with the Center of Excellence for Unmanned Aircraft Systems.

2) Relevance of the Research/Solution Brief in addressing the AOI;

3) Company's approach and/or underlying research or technology is unique, underutilized, or innovative to Government's application.

4) The Government finds this approach and/or underlying technology to be a compelling solution to the AOI problem statement.

5) Technical Merit and feasibility of the research or solution to address the Government's AOI problem statement.

Additional technical evaluation criteria specific to a particular research or project may be used. In these instances, the additional criteria will be posted within the AOI announcement on the SAM.gov website.

Briefs will be evaluated on the basis of the merit of the proposed research or concept in addressing the AOI, not against other Research/Solution Briefs submitted in response to the same AOI. Additionally, while not overtly stated in AOIs, the Government's evaluation will consider whether the proposal increases the likelihood of accomplishing the stated aspects of Government's mission.

FAA can routinely receive more Solution Briefs than has the resources to award. All submissions will be fairly evaluated, however, only a select few will be invited to pitch. *The government reserves the right to limit the number of Entities invited to pitch. As such, an entity's solution may be evaluated to be of merit but not invited to pitch.* Briefs that are chosen for Phase 2 Pitches will be notified in writing as soon as practicable.

3.3 Phase 2 Pitch

PHASE 2 PITCH CONTENT

In Phase 2, Entities shall provide an in-person or virtual Pitch to demonstrate and provide further details on their proposed research or concept/technology/solution and the technical and business viability of the proposed research or solution. The Government may elect to use external market research during the Pitch to evaluate a Company's or Organization's viability. In addition to the Pitch, the Government, at its discretion, may request for consideration an additional written

submission to further supplement the information provided in the Phase 1 Solution Brief. During the Phase 2 Pitch, the company or organization must detail/address:

Estimated Price/Schedule

Provide a rough order of magnitude (ROM) price and notional schedule for the research or how this concept may be prototyped for FAA purposes.

Data Rights Assertions

The Research/Solution Brief will identify any Intellectual Property (IP) involved in the effort and associated restrictions on the Government's use of that IP.

In addition to these required areas, the Government may request the company or organization provide additional information/detail with respect to the Research or Technology Concept information provided in the Phase 1 Solution Brief.

PHASE 2 PITCH BASIS OF EVALUATION

Individual pitches will be evaluated against the following evaluation criteria:

1) Relevance of the pitch in addressing the AOI.
2) The solution has technical merit, adequately addresses Government need and is feasible.
3) Evaluation of company viability.
4) Company's or Organization's approach is unique, underutilized, or innovative to Government application and is a compelling solution to the Government problem.
5) The ROM is acceptable or unacceptable.
6) The notional schedule is acceptable or unacceptable.
7) The potential impact of data rights assertions, if applicable.

Individual pitches will be evaluated on the basis of their merit of the proposed concept in addressing the AOI and the factors above, not against any other Pitches held under the same AOI. Pitch submissions will be valid for **180 calendar days** after the pitch date. Upon completion of evaluations, the Government will notify the Company that: (1) the proposed concept/technology/solution has been selected for possible award of a Research or Prototype OTA and the company or organization is invited to submit a full proposal; (2) the proposed research/concept/technology/solution is not of interest to the Government; or (3) the proposed concept/technology/solution is of interest, but not eligible for a proposal due to availability of Government resources.

If the proposed concept/technology/solution is of interest, but not eligible for a proposal due to availability of Government resources, the Company may be contacted with a request to respond to an RFP within **180 calendar days** from the pitch date. If after 180 calendar days from the pitch date (or earlier if notified by the Government), Government resources are not identified to formally move into Phase 3, the company or organization will no longer be eligible for an award under that particular AOI.

3.4 Phase 3 Proposal

PHASE 3 PROPOSAL CONTENT

The final phase of the BAA process is the RFP. Based upon the evaluation detailed above, the Government may issue the company, organization, or non-profit an RFP. The entity will be invited to develop and submit a full written proposal and negotiate appropriate terms and conditions governing the research or prototype project. **The entity may discuss ideas and details of the proposal during the proposal writing process with the Government.** Each proposal submitted shall consist of two sections: Section 1 shall provide the technical proposal; Section 2 shall address the price/cost/schedule portions of the proposal. These proposals will be assessed by Government subject matter experts. Entities may propose their own internal terms and conditions (e.g., Service License Agreements (SLA) and/or User License Agreements (ULA)) to be considered during negotiations with the Government.

Entities should note that there may be certain terms and conditions the Government is unable to accept. However, projects awarded through the BAA are flexible to adopt customary industry standards where it is otherwise legal and where it meets the Government's needs.

3.4.1 Section 1 Technical Proposal

Title Page

Entity's Name, Title, Point of Contact Name, Date, E-Mail Address, Phone, and Address and any subcontractors or team members. Include an abstract which provides a concise description of the proposal.

Propose a Technical Approach

Describe the background and objectives of the proposed research or work, the approach, deliverables, and the resources needed to execute it. Include the nature and extent of the anticipated results.

Include ancillary and operational issues such as certifications, algorithms, and any engineering/software development methodologies to be used. This proposal must include the Technical Direction Document (TDD) (Requirement document) as an Appendix to the proposal. Provide a detailed research or project schedule that outlines the various phases of research or work to be accomplished within the proposed period of performance (POP). You may refer to the Research/Solution Brief that prompted this proposal request, but do not duplicate it.

Government Support Required

Identify the type of support, if there are any, the Entity requests of the Government in general, such as, facilities, equipment, data, and information or materials.

3.4.2 Section 2 Price Proposal

The Company shall propose a total price to complete the research or prototype project and provide any other data or supporting information that is necessary for the determination of a fair and reasonable price. This can include, but is not limited to, commercial price catalog or other proprietary information to help the Government assess research or project costs.

3.4.3 Section 2 Cost Share In-Kind, if applicable

The Entity shall provide cost sharing in support of a resulting AOI award. It can be in the form of cash and/or cost share/in-kind contributions, if applicable to the AOI. Cost share contributions are a material term and shall be applied solely to activities directly related to performance of AOI.

1. Allowable Forms of Cost Share

Cost share may include, but is not limited to:

- Labor hours (direct personnel effort)
- Facilities, equipment, or test environments
- Materials, supplies, or prototype components
- Software, data, or intellectual property made available for use
- Other non-cash resources necessary to accomplish the technical objectives

All cost share contributions must be **reasonable, allocable, and verifiable**.

2. Valuation of Cost Share/In-kind Contributions

Cost share/in-kind contributions shall be valued using reasonable and supportable methodologies, including:

- Actual internal labor rates for personnel
- Comparable commercial market rates
- Internal depreciation schedules or acquisition cost for equipment
- Documented commercial value for software or data

Valuation methods shall be applied consistently throughout the AOI's period of performance.

3. Restrictions on Cost Share

Cost share contributions:

- Shall **not be reimbursed** by the Government.
- Shall **not be charged** to any other federal contract, grant, cooperative agreement, or OTA.
- Shall **not be counted more than once** toward any federal cost share requirement.

4. Documentation and Recordkeeping

The Entity shall maintain records sufficient to substantiate the nature, value, and source of all

cost share contributions. Such records shall be retained for a minimum of three (3) years after completion of an AOI award and made available to the Government at a reasonable request.

5. Reporting

The Entity shall report cost share contributions in accordance with the reporting requirements set forth in this Agreement. Reports shall identify:

- Type of contribution (cash or cost share/in-kind)
- Contributor (prime or sub-participant)
- Period in which the contribution was incurred
- Valuation method used

6. Failure to Meet Cost Share

Failure to provide the agreed-upon cost share may result in:

- Adjustment of Government funding
- Modification of Agreement scope
- Suspension of payments
- Termination of the Agreement, consistent with OTA terms

7. No Federal Acquisition Regulations (FAR) nor Acquisition Management System (AMS) Applicability

The resulting Agreement(s) is neither subject to the FAR nor FAA's Acquisition Management System (AMS), unless explicitly stated. Cost share requirements are governed solely by the terms of the individual OTA.

PHASE 3 RFP BASIS OF EVALUATION

The Government will evaluate the proposal to determine if the following evaluation criteria are met:

1. Meet FAA's TDD requirements.
2. Prove research or technical feasibility to support aviation utility.
3. Meets mission effectiveness standard: Is directly relevant to enhancing FAA's mission effectiveness.
4. Cost is determined to be reasonable and is within the approved availability of funds for the effort. Costs should include any in-kind contributions or cost-share elements, if applicable.
5. Research or solution is applicable to an FAA platform, system or component.

SECTION 4 – AWARDS

4.1 General Guidelines

Upon favorable review and available funds, the Government may choose to make an award. Awards will be made using OTAs. The AO will negotiate directly with the Entity on the terms and conditions of the OTA, including payments, and will execute the OTA on behalf of the Government. ***Only an Agreements Officer has the authority to enter into, or modify, a binding agreement on behalf of the Government.***

Companies/Organizations must have a Dunn and Bradstreet (DUNS) number, and Entities must register in the System for Award Management (SAM) to receive an award. Entities are advised to commence SAM registration upon receipt of an RFP.

Entities must also register in the prescribed Government invoicing system. The Government will provide assistance to those Entities from whom a full proposal is requested.

The Entity must be determined to be responsible by the AO and must neither be suspended or debarred from award by the Federal Government nor be prohibited by Presidential Executive Order and/or law from receiving award.

Receipt of an RFP does not guarantee that a Company will receive an award. The Government reserves the right, at any point prior to award of an OTA, to cancel the RFP.

4.2 Comptroller Access to Information

For research or prototype projects that receive payments in a total amount in excess of $5,000,000, the Agreement will include a mandatory clause that provides for the Comptroller the ability to examine the records of any party to the Agreement or any entity that participates in the performance of the Agreement.

4.3 Procurement Integrity Act (PIA)

Pursuant to the Federal Aviation Administration Reauthorization Act of 1996, Public Law 104-264 (49 U.S.C. § 106), all Agreements awarded under this BAA shall be treated as Federal Agency procurements for purpose of 41 U.S.C. § 2101-2107. Accordingly, the BAA competitive solicitation process and awards made thereof must adhere to the ethical standards required by the PIA.

SECTION 5 - ITERATIVE PROTOTYPING

Aligned with the FAA's mission to offer enterprise-wide access to commercially derived, innovative capabilities, the Prototype OTAs awarded under this BAA will allow for iterative prototyping.

An iterative prototyping process will allow the Government to modify, by mutual agreement, the

work in a prototype project to allow the adaptation and modification of the technology being prototyped to meet additional unique and discrete purposes/mission sets. These additional unique and discrete purposes/mission sets can be generated by the original Government customer or originate with other organizations within the Federal Government.

SECTION 6 – FOLLOW-ON PRODUCTION

Upon successful completion of a prototype project under the OTA, the Government and Company may negotiate a follow-on production contract or agreement without further competition. Any concept/technology/solution successfully proven through a Prototype OTA can be transitioned to production.

AOIs posted by the Government under this BAA and Prototype OTAs awarded will include language providing for the potential award of a follow-on production contract or agreement as authorized under FAA's Other Transaction Guide, IV. Types of Other Transaction Agreements, Section A. Individual AOIs and BAA prototype OTAs will explicitly identify follow-on Prototype OTAs as a potential outcome of a successful prototyping effort.

SECTION 7 – SUCCESSFUL COMPLETION

A transaction for a prototype project is complete upon the written determination of the appropriate approving official (program manager and Agreements Officer) for the matter in question that efforts conducted under a Prototype OTA: (1) met the key technical goals of a project; (2) satisfied success metrics incorporated into the Prototype OTA; or (3) accomplished a particularly favorable or unexpected result that justifies the transition to production.

Furthermore, successful completion can occur prior to the conclusion of a prototype project to allow the Government to transition any aspect of the prototype project determined to provide utility into production while other aspects of the prototype project have yet to be completed. Any Prototype OTA shall contain a provision that sets forth the conditions under which that prototype agreement must be successfully completed.

SECTION 8 – NON-GOVERNMENT ADVISORS

Non-Government advisors may be used in the evaluation of Solution Briefs, Pitches and during Proposal development and negotiations. Non-Government advisors will have signed non-disclosure agreements (NDAs) with the Government. Entities may enter into specific NDAs directly with the Non-Government advisors or their corporate entities. Submission of an offer under this BAA will constitute a grant of authority by the submitting company to the Government to allow the use of non-Government advisors to participate in evaluations of all phases of the BAA process.

The Government understands that information provided in response to this BAA is presented in confidence and may contain trade secrets or commercial or financial information, and it agrees to protect such information from unauthorized disclosure to the maximum extent permitted or

required by law, to include:

a. 18 U.S.C. 1905 (Trade Secrets Act);
b. 18 U.S.C. 1831 et seq. (Economic Espionage Act);
c. 5 U.S.C. 552(b)(4) (Freedom of Information Act);
d. Executive Order 12600 (Pre-disclosure Notification Procedures for Confidential Commercial Information); and,
e. Any other statute, regulation, or requirement applicable to Government employees.

FAA policy is to treat all submissions as confidential information, and to disclose their contents only for the purpose of evaluation. Restrictive notices notwithstanding, during the evaluation process, submissions may be handled by support contractors for administrative purposes and/or to assist with technical evaluation. All FAA and support contractors performing this role are expressly prohibited from performing FAA-sponsored technical research and are bound by appropriate NDAs.

Submissions will not be returned. The original copy of each submission received will be retained at FAA and all other non-required copies destroyed. A certification of destruction may be requested, provided the formal request is received at this office within 5 calendar days after notification that a proposal was not selected.

TECHNICAL POINT OF CONTACT

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