SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NUMBER	3. SOLICITATION TYPE	4. DATE ISSUED	5. REQUISITION/PURCHASE NUMBER
	6973GH-26-R-00164	☐ SEALED BID (IFB) ☒ NEGOTIATED BID (RFP)	06/29/2026	AC-26-03470

6. ISSUED BY CODE AAQ710-AFN
AAQ-710 LOGISTICS CENTER ACQ
FAA AERONAUTICAL CENTER
PO BOX 25082
BLDG 014-AHQ, ROOM 233A
OKLAHOMA CITY OK 73125

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 _____ 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 1400 CT *(Hour)* local time 07/21/2026 *(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)* AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	Connie M. Houpt	405	954-7854		connie.m.houpt@faa.gov

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

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)*
Connie M. Houpt

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)
	Delivery: 160 Days After Award Delivery Location Code: A6973RKF A6973RKF 6973RK DOT FAA AML POC Joe Clark ENRTE/SURF ENG OVRHD LSF BD2 RM A129 6500 S MACARTHUR BLVD OKLAHOMA CITY OK 731696901 US				
00001	Non-recurring Engineering Charges Electronic & IT: 03				
00002	Design, development, fabrication, testing and delivery of a replacement Air Route Surveillance Radar (ARSR4) Power Amplifier Module Test Station (PAMTS) in accordance with Statement of Work Electronic & IT: 03				
00003	Travel-Cost Reimbursable Electronic & IT: 03				

Section A - Solicitation/Contract Form

Section B - Supplies or Services/Prices

Section B - Schedule

Clause List

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Section C - Description/Specifications

Scope of Work

Clause List

AC4548 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE (JUL 2015)

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then announced at the time of an exercise, contractor personnel will be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Representative (COR) or a designated FAA contact point at the work site.

AC4563 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE AT THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (NOV 2015)

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel being subject to the direction and control of Government personnel when performing non-personal contract services in Government facilities.

(b) All contractor personnel at a Government work site or facility during an actual emergency must conform to the procedures posted or directed by Government officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, Contracting Officer's Representative (COR), etc.

(c) Contractor personnel must participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions, based on advance arrangements that are then announced at the time of an exercise, contractor personnel may be excused from evacuations.

(d) Contractor management/site supervisors must ensure that each contractor employee assigned to work in Government facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Contractor Management/Site Supervisors are responsible for accounting for their employees during an actual emergency or exercise, and are subsequently required to report this information to their COR as soon as practical based on the situation. Information on emergency procedures may be requested from the COR or a designated Government contact point at the work site.

(e) When there are disruptions to Government operations at the Mike Monroney Aeronautical Center, Contractor Management/Site Supervisor should ensure that all employees are aware of the following methods of obtaining the Center's status:

The Center Status website: https://employees.faa.gov/org/centers/mmac/employee_services/facility_status/

Status Phone number; 954-0040, and local TV/Radio news channels.

(f) If the Center is OPEN during inclement weather, it's business as usual. Any need for unscheduled leave is between the contractor employee and their contractor management, not the FAA.

(g) When the Center is OPEN with a Delayed Arrival Time, contractors may allow their employees to arrive at the worksite in accordance with the Delayed Arrival Time under which the Center is operating. However, the government will not pay for hours not worked on other than firm fixed price type contracts and discussions on accounting for time on any other contract type should be between Contractor Management/Site Supervisor and COR or CO.

(h) When the Center is CLOSED, contractor employees should not report to the Center unless they have been informed in advance that they are considered 'mission critical' employees or their contractor management/site supervisor has provided other direction. The government will not pay for hours not worked on other than firm fixed price type contracts. Any discussions on accounting for time on any other contract type should be between the contractor management/site supervisor and the COR or CO.

(i) If an alternative duty location is activated that includes contractor employees, all contractor employees will be made aware of that location through their contractor management/site supervisor.

C.1 SCOPE OF WORK

The Contractor shall furnish all required labor, facilities, equipment, fixtures, parts, supplies, materials, tools, test equipment, appropriate technical data/expertise, to design, develop, fabricate, test and deliver of a replacement Air Route Surveillance Radar (ARSR4) Power Amplifier Module Test Station (PAMTS) to be used in the Air Route Surveillance Radar (ARSR4) radar system in accordance with all terms, conditions, and provisions set forth herein.

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Section D - Packaging and Marking

Clause List

AC2110 PRESERVATION, PACKAGING, PACKING, AND MARKING (JUN 2015)

Preservation, packaging, and packing shall be in accordance with the industry's standard commercial practices to protect from contamination and damage. The outside of the shipping container shall be marked with the applicable contract number and delivery order number.

The remainder of this page has been intentionally left blank.

Section E - Inspection and Acceptance

Clause List

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

3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APR 1996)

AC1908 INSPECTION AND ACCEPTANCE AT DESTINATION (JUN 2015)

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled 3.10.4-2 INSPECTION OF SUPPLIES - FIXED PRICE.

E.1 QUALITY STANDARDS

A certified ANSI/ASQC/ISO 9000 Quality System shall exist. Applicable IPC workmanship standards shall be followed. Product will be inspected and accepted/rejected at destination by the FAA for Technical Specifications and Packaging Specifications, or as stated in the contract. Certificates of Compliance shall be supplied where applicable.

The remainder of this page has been intentionally left blank.

Section F - Deliveries or Performance

Clause List

3.10.1-9 STOP-WORK ORDER (APR 2025)

3.10.1-24 NOTICE OF DELAY (MAR 2009)

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

3.2.2.8-6 TIME OF DELIVERY (NOV 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE
(Contracting Officer insert specific details)

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
00002	1	32 weeks
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, may be rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) Attention is directed to provisions of the screening information request/contract that provide that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term 'working day' excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer may be rejected.

(End of clause)

AC1817 ACCELERATED DELIVERY (JAN 1997)

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

The remainder of this page has been intentionally left blank.

Section G - Contract Administration Data

Clause List

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

AC4530 WARRANTY - COMMERCIAL PRODUCTS (JUN 2015)

(a) The contractor warrants that the products ('products' includes equipment, fabrication processes, raw or finished materials, and intermediate assemblies) conform to contract requirements. The contractor also warrants that products are free of design defects (except defects in FAA-provided final designs) and defects in materials or workmanship.

(b) The contractor shall replace or repair any products which fail in operation within 12 months from the date of receipt. The Contracting Officer will give written notice of any defect or nonconformance to the contractor within a reasonable period of time after discovery. Replacements of contract items shall be made promptly and on an FOB destination basis. FAA will install replacements at no expense to the contractor.

(c) Products replaced under the provisions of this warranty shall remain the property of FAA unless the contractor wishes to obtain ownership. In this case, the contractor shall notify FAA of such in writing not later than the date of receipt by FAA of the replacement products. The contractor is responsible for packaging and shipping costs.

(d) The rights and remedies of FAA provided in this clause are in addition to and do not limit any rights afforded to FAA by any other clause of this contract or under applicable Federal or State law, including the Uniform Commercial Code.

AC4550 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JUL 2015)

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

G.1 DELIVERIES TO MIKE MONRONEY AERONAUTICAL CENTER

Anyone desiring access to the Mike Monroney Aeronautical Center, including delivery drivers, must display a current Government-issued ID. The following are acceptable forms of ID for visitors:

1. U.S. Passport or U.S. Passport Card.

2. Permanent Resident Card or Alien Registration Receipt Card and Facility Management approval.

3. Foreign Passport and International Visitor Program approval via Facility Management.

4. REAL-ID compliant US state issued Driver's license or ID card.

5. U.S. Military or U.S. Military dependent's ID Card with photograph.

6. Other U.S. Government issued Common Access Card (CAC)/Personal Identity Verification (PIV).

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Section H - Special Contract Requirements

Clause List

3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2020)

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

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

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

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

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

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

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

(End of Clause)

AC4555 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

AC4557 STRIKES OR PICKETING

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations

Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

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Section I - Contract Clauses

Clause List

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

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

(End of clause)

3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2023)

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3.2.2.3-39 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JAN 2022)

(a) *Request for exception from certified cost or pricing data requirements*.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items*.

(A) If-

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor must provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Dependent upon the commercial items being catalog items, market-priced items, or items included on an active Federal Supply Service Multiple Award Schedule contract, the Contractor must include the corresponding information pursuant to that of which is described in paragraphs (a)(1)(B)(1); (a)(1)(B)(2) or (a)(1)(B)(3) of this clause:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data*.

If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror must prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the information contained at AMS Guidance T3.2.3.G.1 "Instructions for Submitting Certified Cost/Price Proposals for Supplies, Services, or Construction," which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in AMS T3.2.3.G.1 are incorporated as a mandatory format to be used in this contract.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror must submit a Certificate of Current Cost or Pricing Data that conforms to the instructions contained in the Appendix G1 to AMS Guidance T3.2.3, 'Cost and Price Methodology."

(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)

3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (JAN 2024)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

The offeror should be prepared to provide the following information:

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

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

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

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

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not

completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

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

(End of Clause)

3.3.2-1 FAA COST PRINCIPLES (OCT 2019)

(a) Federal Aviation Administration (FAA) "Contract Cost Principles" must be used for:

(1) The pricing of contracts, subcontracts, and modifications to contracts and subcontracts whenever cost analysis is performed; and

(2) The determination, negotiation, or allowance of costs when required by a contract clause.

(b) The Contracting Officer will incorporate the FAA cost principles and procedures in contracts with commercial organizations as the basis for:

(1) Determining reimbursable costs under

(i) Cost-reimbursement contracts and cost-reimbursement subcontracts under these contracts performed by commercial organizations and

(ii) The cost-reimbursement portion of time-and-materials contracts except when material is priced on a basis other than at cost;

(2) Negotiating indirect cost rates, when:

(i) FAA has division or corporate contract administration responsibilities;

(ii) Quick Close-out procedures are used; or

(iii) Indirect rate caps are negotiated in the contract.

(3) Proposing, negotiating, or determining costs under terminated contracts;

(4) Price revision of fixed-price incentive contracts;

(5) Price redetermination of price redetermination contracts; and

(6) Pricing changes and other contract modifications.

(c) When division or corporate contract administration responsibilities rest with another Government agency, the FAA will apply the cost principles of the administering agency for the determination or negotiation of indirect rates not covered by (2)(ii) or (2)(iii) above.

(d) Upon request, the Contracting Officer will provide a copy of the FAA "Contract Cost Principles."

(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)

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

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

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

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

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

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

Kaspersky Lab covered entity means-

(1) Kaspersky Lab;

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

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

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

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

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

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

(c) *Reporting requirement*.

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

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause-

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition*.

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

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

Yes [X] No [ ] DHS FASCSA orders

Yes [ ] No [X] DoD FASCSA orders

Yes [ ] No [X] DNI FASCSA orders

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

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

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

(5) *Contractor request for waivers*.

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

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

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

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

(D) Brand;

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

(F) Item Description;

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

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

(c) *Notice and reporting requirement*.

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

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

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

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

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

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

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

(A) Contract number;

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

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

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

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

(F) Brand;

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

(H) Item description; and

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

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

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

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

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

(e) *Subcontracts*.

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

3.10.3-1 ASSET IDENTIFICATION AND REPORTING (JUL 2023)

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

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

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

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

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

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

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

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

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

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

(c) *Asset Identifier*.

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

(i) Delivered items; except for the following line items:

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

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

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

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

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

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

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

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

"SEQ" Serial number assigned by the manufacturer.

"PARTNO" Part number assigned by the asset manufacturer.

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

CAG (or MFR) CCCCC
SEQ SSSSSSS
PNO PPPPPPPPPPPPPPP

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

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

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

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

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

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

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

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

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

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

(3) Description or Noun Nomenclature

(4) Manufacturer

(5) Manufacturer Part Number

(6) Manufacturer or Supplier's CAGE Code

(7) Manufacturer Serial Number

(8) Unit Cost

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

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

(11) FAA's Contract Number

(12) FAA's Purchase Order Number

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

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

(15) Parent Asset Identifier

(16) Warranty Expiration Date

(17) Year of Manufacture

(18) Ship/Deliver To Point of Contact

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

(20) Ship/Deliver To Point of Contact Phone

(21) Ship/Deliver To Building Name

(22) Ship/Deliver To Street Address 1

(23) Ship/Deliver To Street Address 2

(24) Ship/Deliver To City

(25) Ship/Deliver To State

(26) Ship/Deliver To Zip

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

(End of clause)

3.13-16 RECORDS MANAGEMENT (OCT 2023)

(a) *Definitions*.

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

(1)Includes all FAA records.

(2)Does not include personal materials.

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

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

(b) *Requirements*.

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

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

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

(4) *Unauthorized disclosure*. The Contractor must notify the Contracting Officer within 2 (two) hours of discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor must ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor must not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the FAA ARO (or the ARO's designate) and the Contracting Officer. Destruction of records is expressly prohibited unless in accordance with the contract.

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

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

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

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

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

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

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

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

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

(End of clause)

3.14-4 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)

3.3.1-40 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (INTERIM DECEMBER 2025)

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

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

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

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

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

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

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

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

(1) Invoice number and invoice date.

(2) Period of performance covered by invoice.

(3) Contract number and title.

(4) Task/Delivery Order number and title (if applicable).

(5) Amount billed (by CLIN), current and cumulative.

(6) Total ($) of billing.

(7) Cumulative total billed for all contract work to date.

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

(9) The following statement: "The Contractor certifies that, by submitting this invoice to the FAA, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice; and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement.

(10) The following statement: "Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the Government's payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in *Students for Fair Admissions v. Harvard*, 600 U.S. 181 (2023)."

Note: the statement in item (10) in the preceding list is only required for invoices submitted to receive payment for contract performance occurring after this AMS clause 3.3.1-40 Electronic Submission of Payment Requests (INTERIM December 2025) is included in the contract.

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

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

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

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

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

to log in every 45 days to keep it active.

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

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

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

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Section J - List of Documents, Exhibits and Other Attachments

Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	Attachment 1 SOW for Design ARSR4 PAMTS	05/18/2026	13
2	Attachment 2 Exhibit 6.1 TI6340.49 pwr amp module pam test set	07/31/1998	349
3	Attachment 3 Exhibit 6.2 TI6340.56B UUTs tested	07/31/1998	120
4	Attachment 4 Exhibit 6.3 PAM CCA Assembly Drawing and Schematic	08/28/1989	20

The remainder of this page has been intentionally left blank.

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

Clause List

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

3.6.2-45 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)

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

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

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.3.1-41 ELECTRONIC INVOICING - REPRESENTATION (OCT 2024)

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

Yes _____
No. _____

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

_____
_____
_____
_____

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

(End of provision)

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

(a) Definition.

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

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

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

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

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

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

(End of provision)

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

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

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

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

Excluded End Product	USMCA Country of Origin
_____	_____
_____	_____
_____	_____
(List as necessary)	

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

(End of provision)

3.6.4-18 CERTIFICATION REGARDING STEEL AND MANUFACTURED GOODS (APR 2022)

In accordance with 49 USC Section 50101, the offeror/contractor certifies that: (Check one) [ ] The steel and manufactured goods, including components and subcomponents provided in accordance with this contract are entirely produced in United States (or deemed United States produced pursuant to International Agreement) [ ] The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment and final assembly of the facility or equipment has occurred in the United States.

(End of clause)

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)

AC4532 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (JUN 2015)

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.1 INSTRUCTIONS TO OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate.
The signature of the offeror on the face page of this SIR (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

The remainder of this page has been intentionally left blank.

Section L - Instructions,Conditions, and Notices to Bidders

Clause List

3.2.2.3-1 FALSE STATEMENTS IN OFFERS (APR 2024)

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

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

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

3.2.2.3-17 PREPARING OFFERS (APR 2024)

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

3.2.2.3-15 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 e-mail. 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 connie.m.houpt@faa.gov.

(e) We will not be responsible for any failure attributable to transmitting or receiving the offer, unless it falls under section (a) of AMS provision 3.2.2.3-14 "Late Submissions, Modifications, and Withdrawals of Submittals".

(End of provision)

3.2.2.3-38 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA (JAN 2022)

(a) *Request for exception from certified cost or pricing data requirements*.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

> (i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
>
> (ii) *Commercial item exception*. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information must include-
>
>> (A) for catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g*., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
>>
>> (B) for market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or
>>
>> (C) for items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data*.

If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror must prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the information contained at AMS Guidance T3.2.3.G.1 "Instructions for Submitting Certified Cost/Price Proposals for Supplies, Services, or Construction." which is

incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in AMS T3.2.3.G.1 are incorporated as a mandatory format to be used in this contract.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror must submit a Certificate of Current Cost or Pricing Data that conforms to the instructions contained in the Appendix G1 to AMS Guidance T3.2.3, Cost and Price Methodology.

(End of clause)

3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of a firm-fixed-price contract resulting from this Screening Information Request.

(End of provision)

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

The North American Industry Classification System (NAICS) code for this procurement is:
334511.

The small business size standard as defined by the Small Business Administration (SBA) is the following:

For NAICS codes based on SBA's calculation of annual receipts, the annual average receipts cannot exceed [ ].

For NAICS codes based on the number of employees, the average number of employees over the last 24-month period cannot exceed 1350.

(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)

AC4533 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the

offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

AC4551 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

L.1 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS

By submission of this offer, the offeror attests that all representations and certifications as reflected in the System for Award Management (SAM) are current and accurate as of the date the offer is submitted. The offeror shall provide immediate written notice to the Contracting Officer if at any time prior to award the offeror learns that any certification or representation in SAM was erroneous when this offer was submitted or has become erroneous by reason of changed circumstances.

L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSAL

The Offeror must provide the following information needed to aid in the determination of responsibility:

(a) Screening Information Request:
This section shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror.

1. Section A, Solicitation, Offer and Award form

2. Section B, Supplies or Services and Price/Cost

3. Section F, 3.2.2.8-6 Time of Delivery

4. Section K, Representations and Certifications

(b) Pricing Proposal:
This section shall contain Contractor pricing.
Note: The Government anticipates that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit with their offer, in support of their price, man-hours, material costs and any other recurring or non-recurring costs. If, however, competition does not materialize, the Contracting Officer may require

upon request “other than certified cost and pricing” deemed necessary to adequately evaluate the reasonableness of the price. Examples of “other than certified cost and pricing” include competitive published lists, published market prices, similar quote and/or copies of actual vendor quotations received.

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Section M - Evaluation Factors for Award

Clause List

3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (OCT 2024)

AC0250 EVALUATION OF OFFERS FOR SINGLE AWARD (JUN 2015)

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.1 EVALUATION AND BASIS FOR AWARD

(a) This acquisition will employ best practices procedures for competitive negotiated procurements as authorized by the Federal Aviation Administration (FAA) Acquisition Management System (AMS). Offers will be evaluated and contract award made to the Offeror whose proposal provides the Lowest-Priced offer from a responsible Offeror.

Contract award will be made to the Offeror who is determined responsible in accordance with the Acquisition Management System (AMS), whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, and certifications) and is concluded to represent the best value to the Government.

(b) Price Evaluation. The price proposal will be analyzed for fairness and reasonableness and balanced pricing among the contract line items (CLINs). It may also be analyzed to determine whether it is realistic for the work to be performed and reflects a clear understanding of the Government's requirements. Total Value of each proposal will be determined by adding CLINs 0001-0003.

(c) Proposals may be eliminated if they are determined to be grossly deficient; e.g., do not comply with or represent a reasonable effort to address itself to all elements of the SIR; or clearly demonstrates that the Offeror does not understand the requirements of the SIR; and the proposed price is not considered reasonable.