SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NUMBER	3. SOLICITATION TYPE	4. DATE ISSUED	5. REQUISITION/PURCHASE NUMBER
	697DCK-25-R-00368	☐ SEALED BID (IFB) ☒ NEGOTIATED BID (RFP)	08/12/2026	

6. ISSUED BY CODE AAQ520FTW-AFN
FEDERAL AVIATION ADMINISTRATION
AAQ-500 - REGIONAL ACQUISITIONS
10101 HILLWOOD PARKWAY
FORT WORTH TX 76177-1524

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

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

SOLICITATION

8. Sealed offers in original and _____ 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 1700 ET *(Hour)* local time 09/21/2026 *(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)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Kay F. Morello	781	238-7698		Kay.F.Morello@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			☐ 14C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. SIGNATURE	17. OFFER DATE
AREA CODE	NUMBER	EXT.			

AWARD *(To be completed by CONTRACT AUTHORITY)*

18. ACCEPTED AS TO ITEMS NUMBERED	19. AMOUNT	20. ACCOUNTING AND APPROPRIATION

21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	22. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
23. ADMINISTERED BY *(If other than Item 6)* CODE	24. PAYMENT WILL BE MADE BY CODE	

25. NAME OF CONTRACTING OFFICER *(Type or print)*	26. CONTRACT AUTHORITY *(Signature of Contracting Officer)*	27. AWARD DATE
Stephen J. Young		

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)
	This solicitation is Reserved for Small Business under the North American Industry Classification System (NAICS) 325992, Photographic Film, Paper, Plate, and Chemical Manufacturing. The small business size standard is 1500 employees. The Period of Performance will be a total of five (5) years and will consist of one (1) base year plus four (4) one (1) year Ordering periods. Contractors must have an active registration in System Award Management (SAM) by the Proposal due date. Contractors can register at www.sam.gov. IMPORTANT DATES TO REMEMBER: Questions are due by August 27, 2026 at 5:00 PM ET. Any/all questions received by potential bidders will be aggregated and all the answers will be publicly posted on sam.gov via an Amendment to the Solicitation. Proposals are due by September 21, 2026 at 5:00 PM ET. A Proposal checklist is included in the documents listed in Section J of the SIR to help Prospective Bidders ensure all required documents are included with their submitted proposal. Period of Performance: 02/19/2027 to 02/18/2032				
00001	Printer Consumables SAVES BASE Period POP: 02/19/2027 - 02/18/2028. Electronic & IT: 03 Period of Performance: 02/19/2027 to 02/18/2028				
00002	Printer Consumables SAVES Ordering Period One (1) POP: 02/19/2028 - 02/18/2029. Continued...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 02/01/2028 Period of Performance: 02/19/2028 to 02/18/2029				
00003	Printer Consumables SAVES Ordering Period Two (2) POP: 02/19/2029 - 02/18/2030. Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 02/01/2029 Period of Performance: 02/19/2029 to 02/18/2030				
00004	Printer Consumables SAVES Ordering Period Three (3) POP: 02/19/2030 - 02/18/2031. Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 02/01/2030 Period of Performance: 02/19/2030 to 02/18/2031				
00005	Printer Consumables SAVES Ordering Period Four (4) POP: 02/19/2031 - 02/18/2032. Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 02/01/2031 Period of Performance: 02/19/2031 to 02/18/2032				

Section B - Supplies or Services/Prices

Section B - Schedule

B.1 GENERAL
This requirement supports the Federal Aviation Administration (FAA) agency-wide Strategic Sourcing for the Acquisition of Various Equipment and Supplies (SAVES) program. The Office of Information and Technology (AIT) is seeking an agency-wide indefinite delivery indefinite quantity (IDIQ) contract vehicle that will support FAA's toner and printer consumable needs. The products included in this contract consist of 750 + items of toner and printer consumables.

All supplies and services provided under this Contract will be performed in accordance with the attached Statement of Work (SOW) including the SOW attachments along with other documents listed in Section J of this Screening Information Request (SIR).

B.2 TOTAL ESTIMATED CONTRACT VALUE
The minimum ordering obligation under this Contract is $1,000.00. The Government has no obligation to order additional consumables to the Contractor beyond the minimum ordering obligation specified.

B.3 PRICING TEMPLATE
Please reference SIR Attachment 2 – "Pricing Model Evaluation Worksheet" for Vendor Completion / Submission with the Proposal.

B.4 PERIOD OF PERFORMANCE
The Period of Performance will be Five (5) years; a one (1) year base plus four (4) one-year Ordering Periods.

- BASE: 02/19/2027 – 02/18/2028
- Ordering Period 1: 02/19/2028 - 02/18/2029
- Ordering Period 2: 02/19/2029 - 02/18/2030
- Ordering Period 3: 02/19/2030 - 02/18/2031
- Ordering Period 4: 02/19/2031 - 02/18/2032

Clause List

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Section C - Description/Specifications

Scope of Work

Please reference the attached STATEMENT OF WORK (SOW) for PRINTER CONSUMABLES and its corresponding attachments included with this Solicitation / SIR.

Clause List

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Section D - Packaging and Marking

Clause List

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Section E - Inspection and Acceptance

Clause List

3.10.4-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1996)

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

3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APR 1996)

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Section F - Deliveries or Performance

Clause List

3.2.2.8-3 DELIVERY OF EXCESS QUANTITIES (APR 1996)

3.10.1-9 STOP-WORK ORDER (APR 2025)

3.10.1-24 NOTICE OF DELAY (MAR 2009)

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

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Section G - Contract Administration Data

Clause List

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

G.1 DESIGNATION OF CONTRACTING OFFICER

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

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

All requests for interpretation shall be made in writing to the Contracting Officer. The contractor shall submit request for modification of the contract to the Contracting Officer with a copy of the request to the appointed Contracting Officer's Representative. Contracting problems, of any nature, that may arise during the life of the contract must be handled in conformance with the FAA Acquisition Management System regulations. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer's Representative and the Contractor shall bring all such unresolved contractual problems to the immediate attention of the Contracting Officer.

The Contracting Officer for this contract is:
Stephen Young, AAQ-590
FAA National Headquarters - 10A
800 Independence Ave SW
Washington DC 20591-0001
USA

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

The Contracting Officer (CO), identified above, has the overall responsibility of the Contract and resultant delivery orders. The CO is authorized to take actions on behalf of the Government to amend, modify, or deviate from the Contract terms, conditions and requirements. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Representative (COR). A COR shall be appointed for the Contract after contract award. The appointment(s) will be effective until notice of termination is received from the CO. The COR has the authority to monitor the progress of the supplies and services that are to be delivered under the contract. The COR cannot authorize or order cessation of work or delete, change, or waive any of the requirements or other terms and conditions of the contract.

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Section H - Special Contract Requirements

Clause List

3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2020)

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

(End of clause)

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Section I - Contract Clauses

Clause List

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

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

(End of clause)

3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2023)

3.1.8-1 CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (APR 2024)

3.1.8-2 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (APR 2024)

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3.2.4-16 ORDERING (OCT 2024)

(a) Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from first day of period of performance through last day of period of performance.

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

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

(End of clause)

3.2.4-17 ORDER LIMITATIONS (OCT 2019)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $1000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $ 2,000,000;

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

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

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

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

(End of clause)

3.2.4-20 INDEFINITE QUANTITY (OCT 2019)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period must be completed by the Contractor within the time specified in the order. The contract must govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor must not be required to make any deliveries under this contract after 72 months.

(End of clause)

3.2.4-34 OPTION TO EXTEND SERVICES (OCT 2019)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder must not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, must not exceed 6 (months) 5 (years).

(End of clause)

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

(a) Definitions.

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

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

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

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

Code.
(iii) A special Government employee, as defined in section 202, title 18, United States Code.
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

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

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

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

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

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

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and

legislative liaison activities not directly related to a covered Federal action.
(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

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

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

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

(2) Professional and technical services.

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

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

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

under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
(iv) The reporting requirements herein must not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

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

(d) Disclosure.

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

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

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

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

(f) Penalties.

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

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

(End of clause)

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

Funds are not presently available for performance under this contract beyond Fiscal Year (FY) 27. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond Fiscal Year (FY) 27, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (JAN 2024)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

The offeror should be prepared to provide the following information:

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

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the

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

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

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

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

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

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

(End of Clause)

3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (APR 2022)

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

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

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

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

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

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

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

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

(End of clause)

3.6.4-5 FAA BUY AMERICAN PREFERENCE - STEEL AND MANUFACTURED GOODS (APR 2022)

(a) Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990 (Subtitle B of Title IX of Pub. L. 101-508, the Omnibus Budget Reconciliation Act of 1990) requires the use of steel and manufactured goods produced in the United States when a project such as that covered by this contract receives funding.

(b) The Contractor must deliver only steel and manufactured goods produced in the United States. This requirement will not apply where the FAA Acquisition Executive (FAE) or his or her designee has found--

(1) That its application would be inconsistent with the public interest;

(2) That such materials are not produced in the United States in sufficient and reasonably available quantities or of satisfactory quality. In accordance with AMS Guidance T3.6.4A.2 b(2), if the request is based on the steel and manufactured goods not produced in the U.S. in sufficient and reasonably available quantities or of a satisfactory quality, the use of the proposed foreign construction material must be approved by the FAA Acquisition Executive (FAE) and reviewed by the Office of Management and Budget (OMB) Made in America Office (MIAO);

(3) For facilities and equipment (F&E) funded acquisitions under AMS Guidance T3.6.4A.1.c(2)-(4)-

(i) the cost of components and subcomponents which are produced in the United States is more than 60 percent of the cost of all components to be delivered under this contract with labor costs involved in the final assembly not included in calculating the cost of components, and

(ii) final assembly of the facility or equipment to be delivered under this contract has taken place in the United States; or

(4) That inclusion of domestic material will increase the cost of the overall contract by more than 25 percent.

(c) This clause takes precedence over the provisions of clause "Buy American Act--Supplies" and clause "Buy American Act--Construction Materials" in respect to their applicability to steel and manufactured goods.

(d) The offeror warrants that steel and manufactured goods to be used in the project are produced in the United States, and that components of unknown origin are considered to have been produced or manufactured outside the United States. Should any end product be of foreign origin, the Contractor must identify, in writing, such goods and

country of origin to the Contracting Officer prior to contract award. Such information is required in implementation of Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990, (Subtitle B of Title IX of P. L. 101-508, the Omnibus Budget Reconciliation Act of 1990).

(End of clause)

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

Kaspersky Lab covered entity means-

(1) Kaspersky Lab;

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

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

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

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

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

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

(c) *Reporting requirement*.

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

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause-

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition*.

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

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

Yes [X] No [ ] DHS FASCSA orders

Yes [ ] No [X] DoD FASCSA orders

Yes [ ] No [X] DNI FASCSA orders

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

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

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

(5) *Contractor request for waivers*.

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

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

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

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

(D) Brand;

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

(F) Item Description;

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

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

(c) *Notice and reporting requirement*.

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

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

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

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

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

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

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

(A) Contract number;

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

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

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

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

(F) Brand;

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

(H) Item description; and

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

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

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

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

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

(e) *Subcontracts*.

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

3.10.2-1 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)

3.10.3-5 USE AND CHARGES (OCT 2018)

(a) Definitions. Definitions applicable to this contract are provided in the clause at 3.10.3-2, Government Property-Basic Clause. Additional definitions as used in this clause include:

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of-

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract-

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee will be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests must be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor must not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property must be used only on a non-interference basis.

(e) Rental charge.-

(1) Real property and associated fixtures.

(i) The Contractor must obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor must submit the appraisal to the CO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the CO will use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges will be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates will be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the CO believes the appraisal rental rate is unreasonable, the CO will promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor must obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time will be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor must compute the rental due, and furnish records or other supporting data in sufficient detail to permit the CO to verify the rental time and computation. Payment will be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, will not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

3.13-16 RECORDS MANAGEMENT (OCT 2023)

(a) *Definitions*.

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

(1)Includes all FAA records.

(2)Does not include personal materials.

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

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

(b) *Requirements*.

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

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

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

(4) *Unauthorized disclosure*. The Contractor must notify the Contracting Officer within 2 (two) hours of discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor must ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material,

records and/or equipment is properly protected. The Contractor must not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the FAA ARO (or the ARO's designate) and the Contracting Officer. Destruction of records is expressly prohibited unless in accordance with the contract.

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

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

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

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

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

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

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

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

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

(End of clause)

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (APR 2024)

1. No contractor employee will be allowed

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

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

2. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

8. Each contractor employee, during all times of on-site performance at an FAA facility, must prominently display his/her current and valid FAA Personal Identity Verification (PIV) card, or other FAA issued ID card, on the front

portion of his/her body between the neck and waist. Each FAA ID cardholder must not affix pins, stickers, or other item to the card.

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

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

a. Exercise reciprocity when applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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.govto 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 athttp://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 athttp://einvoice.esc.gov

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

(end of clause)

3.8.9-8 CERTIFICATION OF ACCURACY AND DISCLOSURE OF ARTIFICIAL INTELLIGENCE (AI) USE

(a) The following certification must be checked:
The Contractor (including any subcontractors or agents acting on its behalf) [ ] certifies [ ] does not certify that all information, data, statements, analyses, and representations contained in, or submitted in connection with, any proposal, report, deliverable, or other written submission to the Federal Aviation Administration (FAA) under this contract are accurate, complete, and based on reasonable verification or substantiation to the best of the Contractor's knowledge and belief.

(b) Definitions.
"Artificial Intelligence" or "AI" means a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations or decisions influencing real or virtual environments. Artificial intelligence systems use machine and human-based inputs to (A) perceive real and virtual environments; (B) abstract such perceptions into models through analysis in an automated manner; and (C) use model inference to formulate options for information or action. Examples of AI use can include software, models, or systems that perform tasks by automated reasoning, learning, pattern recognition, or decision-making, including but not limited to large language models, generative models, automated drafting, data-analysis tools, and machine learning models.

"Hallucinated Data" means any assertion, citation, statement, or data element in a deliverable that (i) is factually inaccurate, fabricated, or materially misleading, and (ii) is not supported by or is contradicted by FAA-provided source materials or other mutually agreed authoritative sources, such as industry standards or peer-reviewed publications, as of the Delivery Date.

"Confirmed" means that the issue has been agreed in writing by the parties or determined by an independent expert, selected according to mutually agreed criteria, after a reasonable opportunity for review.

(c) If any portion of any submission is prepared, drafted, or substantively generated by or with the assistance of Artificial Intelligence (AI) technologies—including, but not limited to, large language models, generative AI, automated drafting, data analysis tools, or machine learning models—the Contractor must disclose in writing and separately identify in the submission:

1. The sections, data, or content that were prepared, drafted, or substantively generated by or with the assistance of AI;
2. The AI tool(s) used and their general function(s) (including model name/version where available); and

3. The validation measures applied to the AI-generated content (e.g., human review, testing, grounding to source materials), and (if relied upon) citations to FAA-provided or other authoritative source materials used for grounding. The Contractor may redact proprietary implementation details so long as those details are made available to the FAA under appropriate confidentiality terms upon request.

(d) Where AI technology is used, the Contractor affirms that it has reviewed, validated, and taken full responsibility for the AI-assisted content's factual and technical accuracy, reliability, and appropriateness as described in paragraph (b). The Contractor remains fully liable for errors, misrepresentations, fabrications, or "hallucinated" data, regardless of the generation method.

(e) The Contractor understands that submission of false, misleading, or fabricated information—whether AI-generated or otherwise—may result in contract remedies including, but not limited to, rejection of deliverables, withholding of payment, contract termination for default, or suspension/debarment, as well as any remedies available at law or equity.

(f) Correction, investigation, and expert determination. The Contractor must, at its sole expense, correct any errors, misrepresentations, fabrications, or Hallucinated Data in Deliverables within seven (7) business days of receipt of written notice from the FAA that specifies the alleged items and provides supporting evidence. The Contractor must investigate and respond within seven (7) business days. If the parties cannot agree whether an item is Confirmed, either party may refer the matter to an independent expert for determination in accordance with procedures set forth elsewhere in this contract or as mutually agreed.

(g) Evidence preservation and audit. The Contractor must preserve and make available to the FAA, for a period of two (2) years following delivery, relevant evidence sufficient to investigate alleged issues, including model identifiers and versions, prompts and system messages, input data and retrieval traces, and relevant logs, subject to confidentiality obligations and applicable law. The FAA may audit compliance upon reasonable notice and in accordance with AMS 3.2.2.3-8 Audit and Records (July 2010); if a material non-conformance is found, the FAA may invoke remedies as provided elsewhere in this contract.

(h) The substance of this clause must be included in all subcontracts at any tier under this contract.
(End of clause)

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Section J - List of Documents, Exhibits and Other Attachments

Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
01	Printer Consumables SOW - 05-20-26	05/20/2026	12
01a	SOW Attachment I Quote Request Form (CONUS and OCONUS) Template	04/08/2026	1
01b	SOW Attachment II CONUS Quote Response (CONUS Template)	04/08/2026	1
01c	SOW Attachment III OCONUS Quote Response (OCONUS Template)	04/08/2026	1
01d	SOW Attachment IV - Printer Consumables List	08/11/2026	1
01e	SOW Attachment V Monthly Activity Report (MAR) Template	04/08/2026	1
02	SIR Attachment 2 Pricing Model Evaluation Worksheet - REVISED FINAL - 08-06-26	08/06/2026	6
03	SIR Attachment 3 - Past Experience Information Form 05-18-2026.docx	05/18/2026	2
04	SIR Attachment 4 - Past Performance Questionnaire_08112026	08/11/2026	3
05	SIR Attachment 5 - Proposal Checklist_08112026	08/11/2026	1

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)

3.6.3-18 BIOBASED PRODUCT CERTIFICATION (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)

3.2.2.3-23 PLACE OF PERFORMANCE (APR 2024)

(a) The offeror, in fulfilling any contract resulting from this SIR, [ ] intends, [ ] does not intend, (check applicable block) to use one or more plants or facilities located at a different address from the address stated in this offer.

(b) If the offeror checks "intends" in paragraph (a) above, insert the following information:
Place of Performance Street:
City: _____
State: _____
Zip Code: _____
Name of owner and operator, if other than the owner: _____

(End of provision)

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

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

(End of Provision)

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JUL 2024)

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

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

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

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

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

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

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

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

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

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

(2) Examples-

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

(b) The offeror represents that

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

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

(End of provision)

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

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

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.3.1-41 ELECTRONIC INVOICING - REPRESENTATION (OCT 2024)

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

Yes _____
No. _____

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

_____
_____
_____
_____

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

(End of provision)

3.6.4-18 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)

3.8.9-9 CERTIFICATION AND DISCLOSURE OF AI USAGE IN PROPOSAL SUBMISSIONS

The Offeror certifies [ ] does not certify [ ] that all information and data provided in its proposal and supporting material are, to the best of its knowledge and belief, true, accurate, complete, and based on reasonable verification or substantiation. If any material content in the proposal has been generated in whole or in part by or with the assistance of Artificial Intelligence (AI) technologies, the Offeror discloses such usage in the proposal, including the sections involved, the types of AI technologies used, and the steps taken to verify the accuracy and reliability of the AI-generated content. The Offeror accepts full responsibility for the factual accuracy and intellectual integrity of all information submitted.

(End of provision)

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)

3.2.2.3-11 RESERVED (APR 2024)

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

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

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

3.2.2.3-17 PREPARING OFFERS (APR 2024)

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

3.2.2.3-15 AUTHORIZED NEGOTIATORS (APR 2024)

The offeror states that the following persons are authorized to negotiate on the offeror's behalf with the FAA in connection with this offer:

Name:_____
Title:_____
Phone number:_____
Email:_____

(End of provision)

3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (APR 2024)

If the offeror includes data in the offer that the offeror does not want to be disclosed to the public or for the FAA to use except for evaluation purposes-

(a) Mark the title page with the following legend: "This offer includes data that must not be (1) disclosed outside the FAA and (2) duplicated, used, or disclosed -in whole or in part- for any purpose other than to evaluate this offer."

(b) Contracts awarded as a result of this SIR are subject to the disclosure requirements specified in this SIR. This restriction does not limit the FAA's right to use information from another source that may be contained in the offer.

(c) Use the following space to identify the pages containing the restricted data:
Numbers or other identification of pages:
_____

(d) Mark each page the offeror wants to restrict with the following legend: "Using or disclosing data contained on this page is subject to the restriction on the title page of this offer."

(End of provision)

3.2.2.3-20 OFFERS (JAN 2018)

(a) The offeror (you) must submit responses to this SIR by the following electronic means email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Such offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) Send your offer to kay.f.morello@faa.gov and stephen.young@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)

3.2.2.3-22 PERIOD FOR ACCEPTANCE OF OFFER (APR 2024)

The offeror agrees that if this offer is accepted by the FAA within _____ calendar days (60 calendar days unless the offeror inserts a different period) from the date the SIR specifies for receiving offers, then the offeror will provide all items, at their offered prices, delivered to the designated point(s), within the time specified in the Schedule.

(End of provision)

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:
325992.

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 N/A.

For NAICS codes based on the number of employees, the average number of employees over the last 24-month period cannot exceed 1500.

(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)

SA19 QUESTIONS REGARDING THE SOLICITATION

If you need clarification or an interpretation of anything in this solicitation, you must submit your question(s) in writing. **Any such request must be submitted no later than August 27, 2026 by 5:00 PM ET. Submit your comments / questions by email to: kay.f.morello@faa.gov and stephen.young@faa.gov.**

The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

PLEASE NOTE: Any/all requests/questions will be aggregated and then answered all at once via an Amendment to the Screening Information Request (SIR) and posted on sam.gov for public viewing.

THIS IS A REQUEST FOR PROPOSALS. NO FORMAL OPENING OF PROPOSALS WILL OCCUR, AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. UNSUCCESSFUL OFFERORS WILL BE NOTIFIED BY LETTER, AND AN AWARD ANNOUNCEMENT WILL BE POSTED ON SAM.GOV CONTRACTING OPPORTUNITIES WEBSITE FOR PUBLIC VIEWING.

L.1 GENERAL INSTRUCTIONS

(a) Offerors are expected to examine the entire SIR. The Offeror should ensure that the submissions required are complete and accurate. Failure to do so will be at the Offeror's own risk.
(b) Replies to this SIR must follow the outlines and/or instructions concerning format given below and must be free of grammatical errors.
(c) Offerors must address all SOW requirements, with a particular emphasis on the functionalities of the web portal, order processing, financial reporting, and delivery services.
(d) Each proposal should be organized according to the evaluation factors and subfactors outlined below.
(e) Late submissions will not be considered. The Offeror assumes the full responsibility of ensuring that proposals are submitted in the respected file, at the designated place, and by the date and time specified below:

· **Address**: The Offeror must submit the proposal to the Government Point of Contact (POC) at the following email address: **kay.f.morello@faa.gov and stephen.young@faa.gov**
· **Date and Time**: The proposal must be received no later than September 21, 2026, by 5:00 PM ET.

PLEASE NOTE: Lack of submission of any of the information required shall render a Offeror's proposal as non-responsible and will not be considered further for award.
The Offeror must provide a proposal that adequately addresses each of the three (3) volumes outlined in Section L.3 and Section L.4. The Offeror must respond to each factor separately. Clearly label and tab each section of the proposal for easy navigation.

The following naming convention should be used for all files submitted as part of an Offeror's proposal: "SIR 697DCK-25-R-00368 - Company Name." The FAA firewall will not permit emails with combined attachment file size of 10MB or greater; the Offeror may need to zip the attachments or transmit multiple emails. We require that all proposals with multiple emails be submitted in accordance with the following guideline:

· Solicitation Number - Company Name - Part X of Y (if applicable)
· Example: SIR 697DCK-25-R-00368 - Company Name - Part 1 of 3

L.2 PROPOSAL FORMAT INSTRUCTIONS

Proposal content, to include template proposed narrative submissions, must be formatted using Times New Roman, 11-point font (no reduction permitted), standard letter sized (8.5 x 11 inches), single-spaced, with 1-inch margins on all sides. All pages must be numbered. Tables, charts, graphics (including callout boxes or similar), captions, headers, footers, and figures must not use fonts smaller than 11-points.

L.3 PROPOSAL VOLUME AND PAGE LIMITS

The Offeror's proposal must be submitted in individual volumes (i.e., individual electronic files) per the Proposal Organization Table below. Pages submitted beyond the specified page limitations will not be evaluated and will be removed from the proposal prior to the evaluation.

Proposal Section	Description	Page Inclusions	Reference	File Format
Volume I	Business Proposal	No page limit	Sec L.4.1	PDF
Volume II	Technical Proposal Factors 1 - 4	Submission must not exceed a total of 12 pages; Factors 2 and 4 should each be limited to (4) pages each; while Factors 1 and 2 should each be limited to (2) pages each	Sec L.4.2.1	PDF
Volume II	Technical Proposal Factor 5: Past Experience	IAW Attachment 3, Past Experience Information Form Page limited to (3) pages per example	Sec L.4.2.2	PDF or MS Word 2019 or later
Volume II	Technical Proposal Factor 6: Past Performance	IAW Attachment 4, Past Performance Questionnaire (PPQ)	Sec L.4.2.3	PDF
Volume III	Price Proposal	IAW Government Furnished Template, Attachment 2, Pricing Model Evaluation Worksheet	Sec L.4.4	MS Excel 2019 or later

L.3.1 Q&A MATRIX FORMAT

Offerors must submit questions in a Microsoft (MS) Excel file type. Examples ("e.g.") are provided in italic font.

Reference SIR Section	Reference SIR Subsection And Paragraph Number (ifapplicable)	Quote specific SIR language in question	Question	Suggested resolution (if applicable)

e.g., Section L	*e.g.,L.3.3.1,header*	*e.g. Q&A Matrix Form at"*	*e.g., Does Q&A mean Question and Answers?*	*e.g., Spell out acronym*

L.3.2 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The Government will not pay for the information solicited nor reimburse the Offeror for any costs incurred in: (1) preparing and submitting the response to this SIR; (2) responding to Government clarification requests; or (3) negotiating the contract terms and conditions or any other pre-award activities.

L.4 PROPOSAL CONTENT AND SUBMISSION

L.4.1 VOLUME I - BUSINESS PROPOSAL

Proposals must include the following:

(a) Cover letter signed by an individual who is authorized to contractually bind the Offeror. The cover letter must include a statement that no exceptions are taken to any specification requirements or contract terms and conditions or list a detailed summary of all exceptions taken. The cover letter must also include the following:
i. SIR number,
ii. Name and address of Offeror, CAGE code, and UEI Number; and
iii. Name, title, and point of contact information of authorized representative of the company.
(b) Signed Standard Form 33, SOLICITATION, OFFER AND AWARD FORM (Blocks 14 A, B, C & 15, 16, 17 and 13 if amendments are issued)
(c) Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS *
(d) Small Business certification from Small Business Administration

***PLEASE NOTE: Complete any SIR clause(s) and/or provisions that require information to be filled in by the Offeror.**

L.4.2 VOLUME II - TECHINCAL PROPOSAL

L.4.2.1 FACTORS 1 - 4, TECHNICAL

Proposals must include the following:

FACTOR 1 - PROGRAM MANAGEMENT

- **FACTOR 1A: Program Administration**
  - **Web Portal Design and Usability:** The proposal must demonstrate that the portal's user interface is easy to navigate for tracking orders and accessing consumable information. It must ensure secure access for authorized users and compliance with Section 508 requirements.
  - **Order Tracking Features:** The proposal must demonstrate that the portal provides real-time order tracking and status updates. It must include search functions for product availability and order status information based on the following fields and their respective formats:
    - Manufacturer Part Number; manufacturer's format
    - Stock Keeping Unit (SKU); manufacturer format
    - Search Start and End dates; MM/DD/YYYY format
    - SOT system generated order numbers. These numbers will be provided by the SOT using the formats below based on "ServiceNow" platform-as-a-service (PaaS)
    - Request (REQ); SOT Order number; REQXXXXXXX format where REQ is followed by XXXXXXX seven digits

- Request Item (RITM); Line Items within the order; RITMXXXXXXX format where RE Q is followed by XXXXXXX seven digits
- Vendor Order; any format the vendor may use
- Ship to:
- Order Status: The options for the order status should be one of the following depending o n the order status; 'Processing', 'Shipped-In Transit', 'Partially Shipped', 'Back Order', 'Delivered', 'Cancelled', or 'Unapproved'
- Purchase Order/Requisition Number; Vendor format
- Shipment Tracking Order; Shipping Company's format
- Order Total Amount; currency format

FACTOR 1B: Customer Support and Point of Contact

POC Qualifications: The proposal must designate one Point of Contact (POC) to oversee inquiries and facilitate coordination with FAA personnel. This single point of contact is essential to ensure streamlined communication and prevent the complications that can arise from multiple contacts. The FAA requires this approach to maintain clarity and efficiency in managing SOT questions.

- **Customer Support Procedures:** The proposal must outline procedures to ensure that responses to FAA inquiries occur within two business hours, 90% of the time. The proposal must include a plan for monitoring and ensuring this response time.

FACTOR 2-ORDER PROCESSING AND CONFIRMATION

FACTOR 2A: Order Processing Procedures

- **Order Receipt and Confirmation:** The proposal must describe the processes for order receipt, email confirmation, and quote response, including timelines via email and quality control measures (Within two (2) business hours of receiving an order). These processes must meet the outlined standards for timeliness and accuracy.
- **Back order and Substitution Management:** The proposal must explain the protocols for handling backordered or unavailable items, including how substitutions are communicated to the FAA. The proposal should demonstrate how the Vendor will notify the FAA within two (2) business days after receipt of order. Clear procedures must be documented to ensure effective communication and resolution.

FACTOR 3 - FINANCIAL AND CONTRACT MANAGEMENT

FACTOR 3A: Financial Reporting

- **Cost and Schedule Control:** The proposal must demonstrate a financial control system that effectively manages and reports costs and schedules. Offerors must provide sample invoice reports IAW SOW 3.6 Deliverables Schedule (DS), DS-3.

FACTOR 3B: Contract Status Monitoring

- **Meeting Management:** The proposal must describe processes for conducting monthly and quarterly meetings, including preparing agendas and documenting minutes and action items. The processes should ensure that meetings are structured and outcomes clearly documented.

FACTOR 4 - PRODUCT AND SERVICE DELIVERY

FACTOR 4A: Procurement and Product Quality:

- **Procurement of Consumables:** The proposal must detail a clear approach to supplying OEM and non-OEM products, including the process for obtaining approval for substitutions and handling discontinued items. The reliable procurement process must provide evidence that substitutions are not automatically processed and Government approval must be received before substitutions for discontinued

items

are quoted or shipped.

FACTOR 4B: Product Delivery and Condition:

- **Logistics and Delivery Performance:** The proposal must outline logistics plans that ensure a 98% on-time delivery rate and guarantee damage-free deliveries. Proposals must include evidence of past performance or a detailed plan demonstrating the ability to meet these delivery standards.

L.4.2.2 FACTOR 5 - PAST EXPERIENCE INFORMATION

Offerors must use **Attachment 3, Past Experience Information Sheet**, to provide two (2) current or completed contract examples. The examples must be directly relevant to the requirements identified in the Statement of Work (SOW), including the recency and relevancy standards defined below. All cited past experience must reflect work performed by the Prime Offeror acting as a Prime Contractor.

Example contracts may include Government-wide Acquisition Contracts (GWACs) available through the GSA, similar Government agency contracts (Federal, State or Local), and/or commercial contracts that demonstrate the Offeror's ability to perform the proposed effort. However, at least one (1) of the contract example must be from a Government agency.

To be considered acceptable, the two (2) contract examples must have been active within the five (5) years prior to the issuance date of this SIR. While the Government will evaluate the entire period of performance, both examples must meet all of the following criteria:

Table 1 – Past Experience Criteria		
Criteria		**Minimum**
Size	Yearly value of the contract*	$1,000,000.00
Scope	Variety of brand names	The following brand names **must be** included as part of the scope: Brother Canon Dell Epson HP Lexmark Okidata Xerox
Complexity	Number of unique consumables part numbers	750

Table 1: Past Experience Criteria

*Yearly value of the contract will be calculated by taking the value of the contract (whether it is a contract, IDIQ, or other contract type) divided by the number of months performed under the same the contract and then multiplied by 12 months.

The Government will evaluate the provided examples to determine the Offeror's ability to successfully manage and execute the different consumables for the Program.

The Past Experience example must be recent and relevant and must have been completed no more than five (5) years prior to the date of issuance of this solicitation, although the Government will evaluate the entire period of performance of the contract. The offeror has both the duty and discretion to determine which of its contracts are most recent and relevant to the requirements described in this solicitation.

Offerors must submit the same examples for both Past Experience **and** Past Performance.

Failure to demonstrate recent and relevant past experience as defined above or failure to complete the **Attachment 3** will be treated negatively and result in an unacceptable rating

L.4.2.3 FACTOR 6 - PAST PERFORMANCE QUESTIONNAIRE

Offerors must submit two (2) Contractor Performance Assessment and Reporting System (CPARS) evaluations of the Past Performance references in response to the SIR. If CPARS evaluations are not available, offerors must submit two (2) Past Performance Questionnaires (PPQ) forms, which are attached to the SIR **(Attachment 4).**

The Offeror must forward the questionnaire to the contract customers to provide feedback. There is no page limit associated with the questionnaire submission. **The Offeror must instruct customers to complete the PPQ and return it to the Government Point of Contacts (POC's) by email to: kay.f.morello@faa.gov and stephen.young@faa.gov by the deadline for proposal submissions.** The PPQ must be completed and signed by the Offeror's customer.

The Government may use the information provided by the Offerors in their Past Performance proposal to contact the reference as part of the evaluation of their Past Performance. The Government may use the reference to validate the accuracy of the Past Performance write-ups in order to evaluate Past Performance.

PPQ Instructions:
(a) The Offeror must complete Part I of the Past Performance Questionnaire (Attachment 4), for each example(s) provided in Factor 5, Experience. Offeror must, at a minimum, include this PPQ with Part 1 completed with their proposal.
(b) The Contractor is not permitted to submit a questionnaire for any experience that was not submitted for Factor 5, Past Experience Information.
(c) The Offeror must forward each questionnaire to the contract customer's that is able to respond to Part II and Part III on pages 2 and 3 of Attachment 4.
(d) All past performance examples cited must be for work performed by the Offeror working as a Prime Vendor.
(e) All questionnaire responses must be received by the Government no later than the due date of the quote.

The Offeror's Past Performance record will be assessed as unknown or neutral when there is no identifiable performance record in such cases where the Past Performance Questionnaire was not received, contract award was not input into the Contractor Performance Assessment Reporting System and/or no other Past Performance information could be obtained.

If a Contractor receives a rating below Satisfactory from the Offeror's customer in a CPARS assessment or a PPQ, the overall Past Performance rating for that Offeror will be Unacceptable.

L.4.3 VOLUME III-PRICE PROPOSAL

Offerors must complete **Attachment 2 -Pricing Model Evaluation Worksheet**. This worksheet provides a comprehensive list of over 750 printer consumables. The Offeror should ensure that the pricing entered is reasonable, fair, and consistent with the SIR requirements.

The proposed discount percentages will be incorporated into the contract at the time of award.
These discount percentage will remain applicable for the life of the contract and will be applied to all items by brand name, including any new consumables introduced throughout the contract's duration.
The five (5) year pricing in Attachment 2 will be incorporated into the contract at the time of award. For new items added to the contract after award, the Offeror must provide the MSRP at that time.
The Percentage Discount per Brand, agreed at the time of award in Attachment 2, will be applied to each new item for the contract year being performed and the applicable escalation rate from Attachment 2 for each remaining Ordering period.

The sum of the Base and all Ordering Periods determines the total value for the LPTA evaluation.

Submission Requirements:
(a) The spreadsheet must be completed strictly according to the instructions within the worksheet.
(b) If the FAA locked or otherwise "protected" a cell, the cell must remain locked or otherwise "protected."
(b) The Offeror must provide the Manufacturer's Suggested Retail Price (MSRP) for each item listed.
(c) Offerors must specify a "percentage discount per brand" that will apply to all items across all contract Ordering Periods.
(d) Offerors must propose an annual escalation rate for each option period, which will be used to calculate pricing for the five (5) year period.
(e) Verification and inclusion of correct formulas/calculations is the responsibility of the Offeror.

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Section M - Evaluation Factors for Award

Clause List

3.2.4-31 EVALUATION OF OPTIONS (OCT 2024)

M.1 GENERAL INFORMATION

M.1.1 AWARD WITHOUT COMMUNICATIONS

In accordance with FAA AMS, the FAA reserves the right to award a contract based on initial offers received without communication or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of non-price and price factors. However, the FAA also reserves the right to conduct Offeror specific discussions or to conduct communications and permit Offerors to revise their proposals, if the Contracting Officer deems it appropriate and in the best interest of the FAA. The FAA reserves the right to reject any exception for any reason and may consider any exception or deviation to any term or condition of the SIR that is not expressly authorized by the SIR to be a deficiency and subject to elimination from further review for failure to conform with the SIR without further discussions.

M.1.2 GROUNDS FOR REJECTION OF PROPOSALS

The FAA reserves the right to reject proposals that are not responsive to solicitation requirements or unrealistic in terms of promised outcomes.

(a) Proposals that are grossly deficient (i.e. proposals that are so poorly constructed as to require a rewrite, and/or which substantially fail to present any evidence of qualifying with the requirements set forth in the SIR) may be considered non-responsive. Proposals that are non-responsive or are unrealistic in terms of technical content may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the technical requirements and may render the proposal ineligible for further evaluation and no longer considered for contract award.

(b) Multiple exceptions and/or deviations, or one or more significant exceptions and/or deviations not providing benefit to the FAA, may result in rejection of a proposal as unacceptable or otherwise noncompliant. An exception is significant if it materially alters the terms under which the Offeror will perform or requires FAA to give up rights to which it would otherwise be entitled.

(c) This SIR does not authorize alternate proposals, and the FAA will not evaluate any alternate proposal received.

(d) An unacceptable rating in any factor in the SIR will eliminate the offeror from consideration for award.

(e) Offerors must complete and submit Government furnished Attachment 2 – Pricing Model Evaluation Worksheet per instructions on Attachment 2, so that the FAA may properly evaluate all proposals. Failure to comply with the requirements per Attachment 2 may be the cause for rejection of the entire offer.

M.1.3 RIGHT NOT TO AWARD

The FAA reserves the right to make no award in response to the solicitation if the Source Selection Official (SSO) determines that this action is in the FAA's best interest.

M.2 EVALUATION METHODOLOGY

The government will make award to the Offeror offering the Lowest Priced, Technically Acceptable (LPTA) offer. As a result of this solicitation, the FAA anticipates awarding a single contract to the responsible Small Business whose proposal conforms to the solicitation terms and conditions, considering both non-price and price factors.

M.2.1 EVALUATION PROCESS

The two (2) lowest priced compliant proposals from responsible Offerors will be provided to the evaluation team. Only the two (2) lowest priced compliant quotes will be evaluated for technical acceptability. If it is found that one or more of the two (2) lowest priced proposals are deficient or unacceptable, the next lowest priced proposals(s) will be evaluated (and so on) until there are two (2) technically acceptable proposals from responsible Offerors. An award will be made to the responsible Offeror with the lowest technically acceptable proposal.

The FAA reserves the right to conduct written communications with any or all Offerors, as the situation warrants, or make no award at all. Communications may result in a request to submit revised quotes. The decision to conduct communications is at the sole discretion of the Government.

M.2.1.1 EVALUATION TEAM

A Government source evaluation team comprised of qualified personnel will evaluate information furnished by the Offerors. This includes proposals, written responses to clarification requests (if any), and revised proposals (if any). A separate evaluation team will evaluate price information furnished by the Offerors.

M.2.1.2 INITIAL SCREENING AND CONFORMANCE REVIEW

Upon receipt of proposals, the Contracting Officer will perform a conformance review to ensure the Offeror provided all of the documents required and that the proposal conforms with the requirements outlined in Section L. The proposal may be eliminated at the conformance review stage for failure to conform with the SIR without further discussions. During the conformance review, a proposal that is grossly deficient and which does not address all of the requirements will be considered nonresponsive and unacceptable and may be a basis for eliminating the proposal from further consideration by the Contracting Officer. A proposal determined to be “grossly deficient” is so poorly constructed as to require a rewrite and/or substantially fails to present any evidence of qualifying with the requirements set forth in the SIR. Proposals that do not conform with the terms of the solicitation (e.g., missing or inadequate certifications, exceeding applicable page limits, including price information in the non-price volumes) may not be evaluated, at the Contracting Officer's discretion.

M.3 EVALUATION FACTORS, RATINGS, AND DEFINITIONS

Award will be made to the technically acceptable offer based on the evaluation criteria below. All elements are to be addressed and will be evaluated as part of its factor.

M.3.1 FACTORS 1 - 4: TECHNICAL EVALUATION

FACTOR 1: PROGRAM MANAGEMENT

- **FACTOR 1A: Program Administration**

o **Web Portal Design and Usability**: Evaluate that the portal's user interface is easy to navigate for tracking orders and accessing consumable information. It must ensure secure access for authorized users and compliance with Section 508 requirements.

o **Order Tracking Features:** Proposals will be evaluated based on the following criteria related to order tracking features (real-time order tracking, status updates, and search functions) and their respective formats:

- Manufacturer Part Number; manufacturer’s format
- Stock Keeping Unit (SKU); manufacturer format
- Search Start and End dates; MM/DD/YYYY format
- SOT system generated order numbers. These numbers will be provided by the SOT using the formats below based on “ServiceNow” platform-as-a-service (PaaS)
- Request (REQ); SOT Order number; REQXXXXXXX format where REQ is followed by XXXXXXX seven digits

- Request Item (RITM); Line Items within the order; RITMXXXXXXX format where REQ is followed by XXXXXXX seven digits
- Vendor Order; any format the vendor may use
- Ship to:
    - Name: First Name, Last Name Phone Number: xxx-xxx-xxxx
    - Address:
        - Line 1: FAA Facility Name; free format
        - Line 2: Street Address
        - Line 3: more address if needed City, State, zip code
        - Email Address
- Order Status: The options for the order status should be one of the following depending on the order status; 'Processing', 'Shipped-In Transit', 'Partially Shipped', 'Back Order', 'Delivered', 'Cancelled', or 'Unapproved'
- Purchase Order/Requisition Number; Vendor format
- Shipment Tracking Order; Shipping Company's format
- Order Total Amount; currency format

• **FACTOR 1B: Customer Support and Point of Contact**

- **POC Qualifications:** Evaluate whether the proposal designates one Point of Contact (POC) to oversee inquiries and facilitate coordination with FAA personnel. This single point of contact is essential to ensure streamlined communication and prevent the complications that can arise from multiple contacts. The FAA requires this approach to maintain clarity and efficiency in managing SOT questions.
- **Customer Support Procedures:** Evaluate the proposal for outlined procedures to ensure that responses to FAA inquiries occur within two business hours, 90% of the time. The proposal must include a plan for monitoring and ensuring this response time.

FACTOR 2: ORDER PROCESSING AND CONFIRMATION

•**FACTOR 2A: Order Processing Procedures**

- **Order Receipt and Confirmation:** Evaluate the proposal to ensure that the the processes for order receipt, email confirmation, and quote response, including timelines via email and quality control measures (Within two (2) business hours of receiving an order) are included. These processes must meet the outlined standards for timeliness and accuracy.
- **Backorder and Substitution Management:** Ensure that the proposal explains the protocols for handling backordered or unavailable items, including how substitutions are communicated to the FAA. The proposal should demonstrate how the Vendor will notify the FAA within two (2) business days after receipt of order. Clear procedures must be documented to ensure effective communication and resolution.

FACTOR 3: FINANCIAL AND CONTRACT MANAGEMENT

• **FACTOR 3A: Financial Reporting**

- **Cost and Schedule Control:** Evaluate the proposal to ensure that it demonstrates a financial control system that effectively manages and reports costs and schedules. Offerors must provide sample invoice reports IAW SOW 3.6 Deliverables Schedule (DS), DS-3.

• **FACTOR 3B: Contract Status Monitoring**

- **Meeting Management:** Evaluate to ensure that the proposal describes processes for conducting monthly and quarterly meetings, including preparing agendas and documenting minutes and action items. The processes should ensure that meetings are structured and

outcomes are clearly documented.

FACTOR 4: PRODUCT AND SERVICE DELIVERY

- **FACTOR 4A: Procurement and Product Quality**

  - **Procurement of Consumables:** Evaluate the proposal to ensure that it details a clear approach to supplying OEM and non-OEM products, including the process for obtaining approval for substitutions and handling discontinued items. The reliable procurement process must provide evidence that substitutions are not automatically processed, and Government approval must be received before substitutions for discontinued items are quoted or shipped.
  - **Product Delivery and Condition:** Evaluate the proposal to ensure that it outlines logistics plans that ensure a 98% on-time delivery rate and guarantee damage-free deliveries. Proposals must include evidence of past performance or a detailed plan demonstrating the ability to meet these delivery standards.

An acceptable proposal must explain how the vendor will accomplish Factors 1 - 4 above in accordance with the instructions in L.4.2.1 and will be assigned one of the ratings described in Table 2.

Table 2 – Ratings for Factors1 - 4	
Rating	**Definition**
Acceptable	Meets the SIR's Technical Requirements as outlined in L.4.2.1 and M.3.1
Unacceptable	Fails to meet the SIR's Technical Requirements as outlined in L.4.2.1 and M.3.1

Table 2: Technical Evaluation Ratings

M.3.2 FACTOR 5: PAST EXPERIENCE EVALUATION

Offerors must provide Past Experience in accordance with Section L using Attachment 3 - Past Experience Information Sheet. The Offeror must submit a narrative demonstrating examples that meets the size, scope and complexity requirements in order to be found acceptable for Experience.

All contract examples must have been performed recently, as defined in Section L, and must individually meet the minimum criteria for size, scope, and complexity.

Recency is generally expressed as a time period during which Past Experience
references are considered relevant. For this SIR Past Experience is considered to have recency if performed within the past five (5) years.

Specifically describe and provide examples of the experience, which demonstrates the Offeror's ability to perform the required effort as delineated within the SIR. Relevant experience is further defined by the size, scope, and complexity Table 3 below.

Example contracts may include Government-wide Acquisition Contracts (GWACs) available through the GSA, similar Government agency contracts (Federal, State or Local), and/or commercial contracts that demonstrate the Offeror's ability to perform the proposed effort. However, at least one (1) of the contract example must be from a Government agency.

To be considered acceptable, the two (2) contract examples must have been active within the five (5) years prior to the issuance date of this SIR and both examples need to meet all of the criteria below.

Table 3 – Past Experience Criteria Rating	
Criteria	**Minimum**

Table 3 – Past Experience Criteria Rating		
Criteria		**Minimum**
Size	Yearly value of the contract*	$1,000,000.00
Scope	Variety of brand names	The following brand names **must be** included as part of the scope: Brother Canon Dell Epson HP Lexmark Okidata Xerox
Complexity	Number of unique consumables part numbers	750

Table 3: Past Experience Criteria Rating

*Yearly value of the contract will be calculated by taking the value of the contract (whether it is a contract, IDIQ, or other contract type) divided by the number of months performed under the same the contract and then multiplied by 12 months.

The Government's Technical Evaluation Team (TET) will review Attachment 3 provided in response to Factor 5 and a rating will be assigned as defined below in Table 4.

Table 4 – Past Experience Ratings for Factor 5	
Rating	**Definition**
Acceptable	Meets the minimum requirements of size, scope and complexity for the SIR.
Unacceptable	Fails to meet the minimum requirements of size, scope and complexity for the SIR.

Table 4: Past Experience Rating

If any of the information required is not included in the proposal, then the Offeror's proposal will be considered non-responsive and evaluated as unacceptable.

The Past Experience example must be recent and relevant and must have been completed no more than five (5) years prior to the date of issuance of this solicitation, although the Government will evaluate the entire period of performance of the contract. The offeror has both the duty and discretion to determine which of its contracts are most recent and relevant to the requirements described in this solicitation.

Offerors must submit the same examples for both Past Experience **and** Past Performance.

Failure to demonstrate recent and relevant Past Experience as defined above or failure to complete the **Attachment 3** will be treated negatively and result in an unacceptable rating.

M.3.3 FACTOR 6: PAST PERFORMANCE EVALUATION

Past Performance must be provided per Section L using **Attachment 4 – Past Performance Questionnaire.** Past Performance will be evaluated in accordance with AMS Guidance T.3.2.2.3.A.9(d) and as described below.

To be considered technically acceptable, Offerors must ensure that each question receives a minimum past performance rating of 'Satisfactory' or higher in the CPARS assessment or PPQ. If an Offeror receives a rating below Satisfactory from the Offeror's customer in a CPARS assessment or PPQs, the overall Past Performance rating for that Offeror will be Unacceptable.

The Government reserves the right to consider outside past performance information in its evaluation process. This includes information deemed "Close at Hand" which refers to direct, relevant prior performance knowledge that the agency possesses. Offerors should be aware that such information may be used to ensure a comprehensive evaluation.

The Contractor's Past Performance record will be assessed as unknown or neutral when there is no identifiable performance record in such cases where the Past Performance Questionnaire was not received, contract award was not input into the Contractor Performance Assessment Reporting System and/or no other Past Performance information could be obtained.

Negative References: Offerors will be provided the opportunity to address negative PPQ references. If an offeror provides adequate explanation for the negative reference and proves that the negative reference was not warranted or would not be indicative of future performance, the reference will be treated neutrally and will not affect the offeror negatively or positively.

Factor 6 will be assigned one of the ratings described in Table 5 below:

Table 5 – Past Performance Ratings for Factor 6

Rating	Definition
Acceptable	Offerors receive a 'Satisfactory' or higher on the CPARs or PPQ., or the Offeror's performance record is unknown.
Unacceptable	Offerors receive a rating of 'Marginal,' 'Unacceptable,' or 'Not Acceptable' on the CPARS or PPQ.

Table 5: Past Performance Rating

M.4 PRICE EVALUATION

Proposed pricing must be provided using **Attachment 2 - Pricing Model Evaluation Worksheet.** Failure to propose on all items per Attachment 2 - Pricing Model Evaluation Worksheet, will result in an Offeror's proposal being removed from further consideration for award.

The Government will evaluate offers based on the following criteria:

(a) Manufacturer's Suggested Retail Price (MSRP): The MSRPs provided by offerors for the base contract period will be assessed for accuracy and fairness.
(b) Percentage Discount per Brand: Offerors must specify a "percentage discount per brand" applicable to all items across the base and option periods. This discount will be evaluated for competitiveness and fairness, ensuring that it provides value to the Government throughout the contract's duration.
(c) Annual Escalation Rate: The proposed annual escalation rate will be evaluated for its appropriateness and alignment with market conditions. This rate will be applied to each option period and will impact the overall pricing structure.
(d) Total Evaluated Price: The Total Evaluated Price will be calculated using the MSRPs submitted by the offeror for the base period, adjusted by the proposed annual escalation rate for each subsequent option period. This calculation will reflect the cumulative cost to the Government over the entire five-year contract term.

The FAA will evaluate proposals for reasonableness in accordance with AMS Policy Section 3.2.3 and AMS Procurement Guidance Section T3.2.3. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. When determining price reasonableness, the Government reserves the right to compare each Offeror's proposed prices to competing offerors' prices, the

Independent Government Cost Estimate, previous prices paid for a similar effort, and/or any other method provided for in the Acquisition Management System (AMS).

The government will evaluate the reasonableness and completeness of the price proposal. The FAA reserves the right to perform price realism and/or cost realism in accordance with AMS T.3.2.3(A)(1).

M.5 BASIS FOR AWARD

A Firm-Fixed Price (FFP) contract will be awarded to the Lowest Priced Technically Acceptable (LPTA) offeror deemed responsible and whose proposal is responsive to the solicitation requirements. The Government will perform its Source Selection based on the evaluation criteria in Section M. Before the contract is awarded, the prospective offeror must be assessed as responsible according to AMS Guidance T3.2.2.7.A.1. To qualify for the award, the Offeror must meet all the requirements in the SIR.