SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 16, 22, 23, & 28

1. REQUISITION NUMBER: CS-26-00510

2. CONTROCT NO.:

3. AWARD/ EFFECTIVE DATE:

4. ORDER NUMBER:

5. SOLICITATION NUMBER: 697DCK-26-R-00174

6. SOLICITATION ISSUE DATE: 08/13/2026

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Carey Gonzalez; b. TELEPHONE NUMBER *(No collect calls)*: 817-222-4370

8. OFFER DUE DATE/LOCAL TIME: 09/01/2026 1700 CT

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

10. THIS ACQUISITION IS
☐ UNRESTRICTED OR
☒ SET ASIDE: 100.00 % FOR:
☐ SMALL BUSINESS
SIC: 561720
SIZE STANDARD: $22

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS:

13. METHOD OF SOLICITATION: ☐ RFQ ☐ IFB ☒ RFP

14. DELIVER TO — CODE: C698309F
C698309F
698309 DOT FAA
AIR TRAFFIC CONTROL TOWER
317 AIRPORT RD
MINOT ND 587031486

15. ADMINISTERED BY — CODE: AAQ520FTW-AFN
FEDERAL AVIATION ADMINISTRATION
AAQ-500 - REGIONAL ACQUISITIONS
10101 HILLWOOD PARKWAY
FORT WORTH TX 76177-1524

16a. CONTRACTOR/ OFFEROR — CODE: — FACILITY CODE:

TELEPHONE NO.

17a. PAYMENT WILL BE MADE BY — CODE:

☐ 16b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

17b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY	21. UNIT	22. UNIT PRICE	23. AMOUNT
	Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) Janitorial Services, ND. Located at 317 Airport Rd, Minot, ND Continued...				

24. ACCOUNTING AND APPROPRIATION DATA:

25. TOTAL AWARD AMOUNT *(For Government Use Only)*:

☒ 26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

☐ 27. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

28a. SIGNATURE OF OFFEROR/CONTRACTOR:

29a. CONTRACT AUTHORITY (SIGNATURE OF CONTRACTING OFFICER):

28b. NAME AND TITLE OF SIGNER *(Type or print)*:

28c. DATE SIGNED:

29b. NAME OF CONTRACTING OFFICER *(Type or print)*: Joshua L. Haker

29c. DATE SIGNED:

30a. QUANTITY IN COLUMN 20 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

31. SHIP NUMBER: ☐ PARTIAL ☐ FINAL

32. VOUCHER NUMBER:

33. AMOUNT VERIFIED CORRECT FOR:

32b. SIGNATURE OF AUTHORIZED CONTRACT AUTHORITY REPRESENTATIVE:

32c. DATE:

36. PAYMENT: ☐ COMPLETE ☐ PARTIAL ☐ FINAL

35. CHECK NUMBER:

36. S/R ACCOUNT NUMBER:

37. S/R VOUCHER NUMBER:

38. PAID BY:

40a. RECEIVED BY *(Print)*:

39a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

39b. SIGNATURE AND TITLE OF CERTIFYING OFFICER:

39c. DATE:

40b. RECEIVED AT *(Location)*:

40c. DATE REC'D *(MM/DD/YYYY)*:

40d. TOTAL CONTAINERS:

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	58703 Delivery: 180 Days After Award Period of Performance: 10/01/2026 to 09/30/2031				
00001	Base Year (10/01/2026 thru 09/30/2027) MOT ATCT and SSU Janitorial Services Electronic & IT: 03 Period of Performance: 10/01/2026 to 09/30/2027				
00002	Option Year I (10/01/2027 thru 09/30/2028) MOT ATCT and SSU Janitorial Services Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 07/01/2027 Period of Performance: 10/01/2027 to 09/30/2028				
00003	Option Year II (10/01/2028 thru 09/30/2029) MOT ATCT and SSU Janitorial Services Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 07/01/2028 Period of Performance: 10/01/2028 to 09/30/2029				
00004	Option Year III (10/01/2029 thru 09/30/2030) MOT ATCT and SSU Janitorial Services Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 07/01/2029 Period of Performance: 10/01/2029 to 09/30/2030				
00005	Option Year IV (10/01/2030 thru 09/30/2031) MOT ATCT and SSU Janitorial Services Electronic & IT: 03 (Option Line Item)				

Continued...

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Expected Exercise Date/Days After Award:) 07/01/2030 Period of Performance: 10/01/2030 to 09/30/2031 Contractor shall provide all labor, materials, transportation, and supervision in accordance with attached statement of work, and/or attached specifications and drawings. The NAICS is 561720, Janitorial Services, Contractors must have an active registration in the System for Award Management (SAM), www.sam.gov, to receive the award. The SAM registration requirements include obtaining a Unique Entity ID Number and then registering online at WWW.sam.gov.				

Section A - Solicitation/Contract Form

SA3 PAYMENT

The Contractor shall submit an application for payment monthly, or at more frequent intervals if determined by the Contracting Officer. The application for payment shall be submitted to the COR for approval. The COR will forward the payment application to the Contracting Officer for payment processing. The application for payment shall be broken down to include a schedule of values. Also, in accordance with Clause no. 3.3.1-2 entitled 'Payments under Fixed Price Construction Contracts', applications for payments submitted require the certification stated in paragraph (c) of this clause. Requests for payment that do not contain the required certification will not be processed for payment.

SA4 VEHICLE ACCESS

In accordance with FAA Order 1900.1G any vehicle that will require access with the fenced area must be registered with the Facility Manager and have identification media affixed to it. All vehicles entering the controlled perimeter of the facility are subject to random inspection by Security Officers (who are authorized and present)

SA5 PHOTOGRAPHS

In accordance with FAA Order 1600.69, Paragraph 319 All employees on this contract are strictly prohibited from taking any photographs during the duration of this contract without prior approval of the Facility Manager.

SA40 FAA FACILITY REGULATIONS

Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

(End of Clause)

Section B - Supplies or Services/Prices

Section B - Schedule

Section B - Supplies or Services/Prices		
Location	Per Month	Per Year
Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) Janitorial Services, ND.		
Located at 317 Airport Rd,		
Minot, ND 58703		
Base Year (10/1/2026-9/30/2027)	$__________________	$__________________
Option Year I (10/1/2027-9/30/2028)	$__________________	$__________________
Option Year II (10/1/2028-9/30/2029)	$__________________	$__________________
Option Year III (10/1/2029-9/30/2030)	$__________________	$__________________
Option Year IV (10/1/2030-9/30/2031)	$__________________	$__________________

Grand Total (including ALL Option Years): $_____________________

AUTHORIZED SIGNATORY (Print Name & Title):

____

AUTHORIZED SIGNATORY (Signature):

____

This requirement is to furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary to provide the required services in accordance with the Statement of Work, contract clauses, and wage rates. The offered price must encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G & A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation, and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

Clause List

SA25 PRICES/COSTS FOR SERVICES

Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for **Janitorial Services at Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) ND. Located at 317 Airport Rd, Minot, ND 58703** in accordance with the specifications, drawings, contract clauses, and wage rates.

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The l996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.

(End of Clause)

SA29 SOLICITATION QUESTIONS

All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must make the request by e-mail to **Carey Gonzalez @ Carey.Gonzalez@FAA.GOV; Attn: Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) Janitorial Services**. **Telephone questions will not be accepted**. The requestor shall provide a company name, point-of -contact name, address and telephone number, as well as a return e-mail address or FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

QUESTIONS ARE DUE by: **25 August 2026 at 12 pm CT**.

(End of Clause)

SA30 SITE VISIT

There is a Highly ***ENCOURAGED*** site visit on **21st August 2026, at 0930 am CT.**

a. Meeting point: **Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) Janitorial Services. Located at 317 Airport Rd, Minot, ND 58703**

b. The FAA facility escort has been instructed not to answer any questions about the project during the site visit, please do not ask them any. All questions from the site visit must be submitted in writing according to the RFO's instructions in Section B, Clause B005 Solicitation Questions (above). The FAA assumes no responsibility for any conclusions or interpretations made by the contractor based on the information received by any means other than in writing from the Contracting Officer. The FAA does not assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work, by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in the contract.

c. To attend the site visit, advance notice by email to **Carey Gonzalez, carey.gonzalez@faa.gov is required by 17th August 2026, at 12 pm CT** to the FAA points of contact listed just below. You are required to provide your company name and representative's name and number.

POC: **Carey Gonzalez, carey.gonzalez@faa.gov**

(End of Clause)

<u>The remainder of this page has been intentionally left blank.</u>

Section C - Description/Specifications

Scope of Work

Reference the Statement of Work listed in Section J for complete specification details. An abbreviated scope of work is provided below for the contractor's benefit. the complete scope of work is described within the statement of work of this solicitation.

Clause List

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

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

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

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

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

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Section D - Packaging and Marking

Clause List

D - SECTION D - N/A

There are no applicable Section D clauses.

<u>The remainder of this page has been intentionally left blank.</u>

Section E - Inspection and Acceptance

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)

3.10.4-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1996)

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

3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APR 1996)

The remainder of this page has been intentionally left blank.

Section F - Deliveries or Performance

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)

3.10.1-9 STOP-WORK ORDER (APR 2025)

3.10.1-24 NOTICE OF DELAY (MAR 2009)

SA13 HOLIDAYS

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

HOLIDAY	**DAY**
New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day and Indigenous Peoples Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th

The remainder of this page has been intentionally left blank.

Section G - Contract Administration Data

Clause List

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

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(End of clause)

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

SA14 AUTHORITY OF THE GOVERNMENT

No one other than the Contracting Officer has the authority to authorize or make changes in the terms, conditions, change the scope of work or specifications in the contract, make any commitments or otherwise obligate the Government, or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

SA36 CORRESPONDENCE

The contracting officer prefers to receive written communication and documents electronically via email at **Carey Gonzalez @ Carey.Gonzalez@FAA.GOV; Attn: 697DCK-26-R-00174 Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) Janitorial Services.** All email correspondence to the FAA must state the contract number in the 'Subject' field. Electronic documents must be accompanied by an explanatory email and should be sent in a portable-document-format type file (file extension pdf), such as Adobe Acrobat. Vendors are required to ensure that the quality of the administrative content in electronic files represents a reasonably high business standard. The Government is not responsible for the administrative ordering or legibility of correspondence received electronically. Emailed files/documents may not be in a zipped format. If electronic file sizes (i.e., typically expressed as kilobytes or megabytes) are too large for email attachments, recommend delivery in compact disk (CD) format submitted via hard-copy mail. Any CD mailing or printed-paper, hard-copy correspondence will be sent to the contracting officer at the following address.

Carey Gonzalez @ Carey.Gonzalez@FAA.GOV. Attn: 697DCK-26-R-00174 Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) Janitorial Services.

(End of Clause)

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Section H - Special Contract Requirements

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)

3.1.9-1 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)

H.0001 MEDIA AND MARKETING REVIEW REQUIREMENTS

The FAA's Office of Communications must review and approve all marketing materials, including press releases and articles about the work being performed under the contract on behalf of the agency, prior to release. Media inquiries about work being performed under the contract on behalf of the agency must be referred to the FAA Contracting Officer AND FAA's Office of Communications at pressoffice@faa.gov.

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Section I - Contract Clauses

Clause List

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

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(End of clause)

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

3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2023)

3.1.7-4 ORGANIZATIONAL CONFLICT OF INTEREST - MITIGATION PLAN REQUIRED (OCT 2019)

3.1.7-5 DISCLOSURE OF CONFLICTS OF INTEREST (JUL 2018)

3.2.2.3-67 SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS (JUL 2024)

3.2.2.3-83 PROHIBITION AGAINST CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (OCT 2015)

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

3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)

3.2.4-27 LIMITATION OF PRICE AND CONTRACTOR OBLIGATIONS (OCT 2019)

3.2.4-28 CANCELLATION OF ITEMS (OCT 2019)

3.2.5-1 OFFICIALS NOT TO BENEFIT (OCT 2024)

3.2.5-3 GRATUITIES OR GIFTS (OCT 2024)

3.2.5-4 CONTINGENT FEES (OCT 2024)

3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2024)

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

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

3.3.1-1 PAYMENTS (JUL 2018)

3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (JUL 2018)

3.3.1-8 EXTRAS (OCT 2024)

3.3.1-10 AVAILABILITY OF FUNDS (OCT 2024)

3.3.1-16 PROHIBITION OF ASSIGNMENT OF CLAIMS (OCT 2024)

3.3.1-17 PROMPT PAYMENT (OCT 2024)

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

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

3.4.1-10 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (OCT 2020)

3.4.2-7 FEDERAL, STATE, AND LOCAL TAXES - FIXED-PRICE, NONCOMPETITIVE CONTRACT (APR 2025)

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

3.5-1 AUTHORIZATION AND CONSENT (APR 2023)

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

3.5-3 PATENT INDEMNITY (APR 2017)

3.6.1-1 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 2019)

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

3.6.1-4 SMALL BUSINESS SUBCONTRACTING PLAN (APR 2025)

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (JUL 2021)

3.6.1-11 MENTOR-PROTEGE REQUIREMENTS AND EVALUATION (APR 2025)

3.6.1-12 NOTICE OF SET-ASIDE OR NONCOMPETITIVE AWARD TO SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (JUL 2024)

3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (JUL 2023)

3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (OCT 2018)

3.6.2-2 CONVICT LABOR (APR 2025)

3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (APR 2022)

3.6.2-13 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (APR 2022)

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

3.6.2-28 SERVICE CONTRACT LABOR STANDARDS (APR 2025)

3.6.2-30 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (APR 2025)

3.6.2-39 TRAFFICKING IN PERSONS (OCT 2024)

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

3.6.2-46 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (APR 2025)

3.6.3-7 WASTE MANAGEMENT AND POLLUTION PREVENTION (APR 2025)

3.6.3-8 ALTERNATIVES TO PRODUCTS CONTAINING OZONE DEPLETING SUBSTANCES AND HYDROFLUOROCARBONS (APR 2025)

3.6.3-13 AFFIRMATIVE PROCUREMENT OF RECYCLED CONTENT AND PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (OCT 2024)

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

3.6.3-19 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (APR 2025)

3.6.3-25 AEROSOLS (OCT 2024)

3.6.3-26 FOAMS (OCT 2024)

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

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

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

3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (JAN 2023)

3.6.6-1 DRUG FREE WORKPLACE (APR 2023)

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

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

3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (JUL 2019)

3.8.2-11 CONTINUITY OF SERVICES (OCT 2018)

3.8.4-5 GOVERNMENT SUPPLY SOURCES (APR 1996)

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

3.9.1-1 CONTRACT DISPUTES (JAN 2020)

3.9.1-2 PROTEST AFTER AWARD (AUG 1997)

3.10.1-7 BANKRUPTCY (APR 1996)

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

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

3.10.1-28 CHANGES REQUIRED BY AMS (JAN 2024)

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

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

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

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

3.2.1.3-2 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (OCT 2019)

(a) The Contractor must give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 30 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor must report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report must be forwarded within 120 days after contract performance begins.

(End of clause)

3.2.1.5-4 CONTINUITY OF SERVICES - MISSION CRITICAL CONTRACTS (JAN 2008)

(a) The contractor recognizes that the supplies and/or services under this contract are critical to FAA and must be continued without interruption during times of National Emergency or Incidents of National Significance. Supplies and/or services to be continued without interruption are:

Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) Janitorial Services, ND. Located at 317 Airport Rd, Minot, ND 58703

(b) National Emergencies or Incidents of National Significance include:

(1) Outbreak of pandemic influenza or infectious disease;
(2) Terrorist attack; and
(3) Natural disaster.

(c) Because the supplies and/or services under this SIR or contract are deemed critical by FAA, the contractor must make every reasonable effort to deliver these supplies and/or services per the contract requirements during times of National Emergency or Incidents of National Significance; however, the presence of this clause does not affect or diminish the Contractor's rights under Default or Termination clauses incorporated into this SIR or contract.

(d) Within 15 days after award, the contractor must submit a Continuity of Contract Performance Plan to the Contracting Officer (CO) for review and acceptance. This plan describes the processes and tools that the contractor will commit to ensure supplies and/or services are delivered as required during times of National Emergency or Incidents of National Significance. This plan must include the following sections:

(1) Plans and Procedures: Detail the plans and procedures in place that will provide for continued contract performance for supplies and/or services during times of National Emergencies or Incidents of National Significance;

(2) Essential Functions: Record functions that are essential to the continuation of mission critical contract performance;

(3) Delegations of Authority, Planned Order of Succession, and Cross-Training: Procedures in place to ensure personnel are available to make key decisions and perform critical services when primary personnel are unavailable;

(4) Alternate Operating Facilities: When the primary facility is unavailable, detail plans to make available other facilities unaffected by the National Emergency or Incident of National Significance. If contract performance allows, this may include alternatives such as telecommute;

(5) Interoperable and Effective Communications: Identify alternate communication systems if primary systems are unavailable;

(6) Critical Records or Data: Identify plans in place to ensure critical records and data are still available to ensure the integrity of contract performance;

(7) Protection of Human Capital: Identify comprehensive plans to protect the overall health and welfare of the workforce in times of National Emergency or Incidents of National Significance;

(8) Testing and Training of the Plan: Detail comprehensive testing and training of the plan to improve the execution of contract performance in times of National Emergency or Incidents of National Significance;

(9) Devolution of Control and Direction: Identify plans and the ability to transfer authority and responsibility of essential functions from the primary location to other sites and employees; and

(10) Reconstitution and Resuming Normal Operations: Identify procedures and processes to expedite the return of contract performance and operations to their normal state.

(e) The Continuity of Contract Performance Plan must be made available by the contractor to all authorized contractor personnel with a "need-to-know" for review and use during the term of the contract.

(f) The Continuity of Contract Performance Plan must be updated as needed.

(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 01 OCT 2026. 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 01 OCT 2026, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (JAN 2024)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

The offeror should be prepared to provide the following information:

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

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

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

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

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

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

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

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

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

(End of Clause)

3.3.1-36 AVAILABILITY OF FUNDS - OPTION PERIODS UNDER A CONTINUING RESOLUTION (OCT 2024)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

3.3.1-37 LIMITATION ON GOVERNMENT'S OBLIGATION (JUL 2018)

(a) Of the total price of contract line item number(s) (CLINs) 0001-0005, $0.00 is presently available for payment and allocated to these CLINs.

(b) The Contractor agrees to perform on these CLINs up to the point at which, in the event of termination of this contract pursuant to the applicable "Termination for Convenience of the Government" clause, the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs,) pursuant to paragraph (c) below, would in the exercise of reasonable judgment by the Contractor approximate the total amount currently allotted to the contract. The Contractor is not authorized to continue work on these CLINs beyond this point. The Government is not obligated to reimburse the Contractor in excess of the amount from time to time allotted to the contract, regardless of anything to the contrary in "Termination for Convenience of the Government."

(c) Funds presently allotted to this contract are estimated to cover the work to be performed until 30 Sept 2027. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until this date, or an agreed substitute date, the Contractor must notify the Contracting Office in writing when within the next 30 days the work will reach a point at which, in the event of termination of this contract pursuant to "Termination for Convenience of the Government," the total amount payable by the Government pursuant to paragraph (e) below, will approximate 85 percent of the total amount then allotted to the contract. The notice must state the estimated date when this point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substitute date. The Contractor must, 30 days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the CLINs for a further period as may be specified in this clause or otherwise agreed to by the parties. If after this notification, additional funds are not allotted by the date above written or by an agreed substitute date, the Contracting Officer will, upon written request of the Contractor, terminate this contract on such date or the date set forth in the request, whichever is later, pursuant to "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the CLINs, the parties will agree on the applicable period of contract performance that will be covered by such funds. Paragraphs (b) and (c) above apply to the additional allotted funds and agreed substituted date and the contract will be modified accordingly.

(e) If the Contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by the reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the CLINs, in the time of delivery, or in both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the "Contract Disputes" Clause.

(f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination will in no way be deemed to limit the rights of the Government under the applicable AMS "Default" clause. The provisions of this clause are limited to the work on and allotment of funds for the CLIN(s) in paragraph (a) above. This clause no longer applies upon the allotment of funds for the total price of the CLINs except for rights and obligations existing under this clause.

(h) Nothing in this clause will affect the right of the Government to terminate this contract pursuant to "Termination for Convenience of the Government." In the event of a conflict between this clause and any other term or condition of this contract, this clause will take precedence.

(End of clause)

3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (APR 2022)

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

Employee class	Monetary Wage-Fringe Benefits
$17.94	Ward County ND
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

(End of clause)

3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (APR 2025)

(a) Definitions:

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

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

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

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

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

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

(b) Enrollment and verification requirements.

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

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

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

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

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

(i) All new employees.

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

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

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

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at paragraph (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

Material (If none, insert None): ______________________________

Identification No.: ______________________________

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

3.6.3-5 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL FOR DESIGNATED ITEMS TO BE USED IN THE PERFORMANCE OF THE CONTRACT (OCT 2024)

(a) Definitions. As used in this clause:

(1) "Post-consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post consumer material is a part of the broader category of "recovered material."

(2) "Recovered material" means waste materials and by-products recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract must:

(1) Estimate the percentage of the total recovered material for EPA-designated item(s) delivered and/or used in contract performance including, if applicable, the percentage of post-consumer recovered material; and

(2) Submit this estimate to Contracting Officer upon request.

(End of clause)

3.6.3-9 OZONE DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (OCT 2024)

(a) Definitions. As used in this clause:

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency (EPA) designates in 40 CFR Part 82 as:

(1) Class I, including, but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including but not limited to hydrochlorofluorocarbons.

(b) The Contractor must label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING"

Contains (or manufactured with, if applicable) ____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall:

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by:

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
(ii) Contract number; and
(iii) Equipment/appliance.

(2) Report that information to https://www.sam.gov/:
(i) Annually by November 30 of each year during contract performance; and
(ii) At the end of contract performance.

(End of clause)

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

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

(b) Definitions:

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

(2) "Cost of components" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) For use outside the United States;

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

Acquisition Executive (FAE) and reviewed by the Office of Management and Budget (OMB) Made in America Office (MIAO);

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

Kaspersky Lab covered entity means-

(1) Kaspersky Lab;

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

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

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

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

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

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

(c) *Reporting requirement*.

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

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause-

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition*.

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

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

Yes [ ] No [X] DHS FASCSA orders

Yes [ ] No [X] DoD FASCSA orders

Yes [ ] No [X] DNI FASCSA orders

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

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

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

(5) *Contractor request for waivers*.

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

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

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

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

(D) Brand;

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

(F) Item Description;

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

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

(c) *Notice and reporting requirement*.

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

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

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

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

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

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

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

(A) Contract number;

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

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

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

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

(F) Brand;

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

(H) Item description; and

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

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

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

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

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

(e) *Subcontracts*.

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

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

(End of Clause)

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

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

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

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

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

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

____
____
____

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

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

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

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

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

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

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

(7) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

3.10.3-1 ASSET IDENTIFICATION AND REPORTING (JUL 2023)

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

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

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

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

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

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

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

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

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

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

(c) *Asset Identifier*.

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

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

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

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

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

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

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

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

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

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

"SEQ" Serial number assigned by the manufacturer.

"PARTNO" Part number assigned by the asset manufacturer.

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

CAG (or MFR) CCCCC
SEQ SSSSSSS
PNO PPPPPPPPPPPPPPP

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

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

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

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

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

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

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

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

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

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

(3) Description or Noun Nomenclature

(4) Manufacturer

(5) Manufacturer Part Number

(6) Manufacturer or Supplier's CAGE Code

(7) Manufacturer Serial Number

(8) Unit Cost

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

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

(11) FAA's Contract Number

(12) FAA's Purchase Order Number

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

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

(15) Parent Asset Identifier

(16) Warranty Expiration Date

(17) Year of Manufacture

(18) Ship/Deliver To Point of Contact

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

(20) Ship/Deliver To Point of Contact Phone

(21) Ship/Deliver To Building Name

(22) Ship/Deliver To Street Address 1

(23) Ship/Deliver To Street Address 2

(24) Ship/Deliver To City

(25) Ship/Deliver To State

(26) Ship/Deliver To Zip

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

(End of clause)

3.10.3-5 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)

3.13-1 APPROVAL OF CONTRACT (OCT 2001)

This contract is subject to the written approval of Josh Haker, Contracting Officer and shall not be binding until so approved.

(End of clause)

3.13-16 RECORDS MANAGEMENT (OCT 2023)

(a) *Definitions*.

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

(1)Includes all FAA records.

(2)Does not include personal materials.

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

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

(b) *Requirements*.

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

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

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

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

written permission of the FAA ARO (or the ARO's designate) and the Contracting Officer. Destruction of records is expressly prohibited unless in accordance with the contract.

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

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

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

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

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

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

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

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

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

(End of clause)

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (APR 2024)

1. No contractor employee will be allowed

unescorted access to any FAA facility;
access to FAA classified information;

access to FAA Sensitive Unclassified Information (SUI); or
access to FAA systems or resources

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

2. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. All contractor employees subject to the requirements of this clause must take the FAA Security Awareness Virtual Initiative (SAVI) training within 90 days of reporting to work and annually thereafter. This training is available on the FAA's Electronic Learning Management System (eLMS). Contractors without access to eLMS please see https://my.faa.gov/org/linebusiness/ash/programs/savi.html for instructions.

b. All contractor employees that will access the FAA network must complete the FAA's Information Security and Privacy Awareness Training course in eLMS (a distinct course from SAVI) and read and sign the FAA Rules of Behavior, upon initial connection to the FAA and annually thereafter. Contractor employees who do not complete the mandatory information security and privacy awareness training course and accept the FAA Rules of Behavior within the required timeframes may have their access to FAA systems, networks, or information suspended or terminated.

c. All contractor personnel that connect to the FAA network must complete all other mandatory and role-based training as required by FAA Order 1370.121B.

15. The contractor must contact the CO or COR, and AXP within one business day in the event an employee (who has been cleared for FAA access by AXP) is arrested (i.e., taken into custody by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

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

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

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

(End of Clause)

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

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

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

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

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

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

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

(End of Clause)

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

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

2. It may become necessary for the Government to grant access to FAA systems or issue Government property, to include FAA issued ID cards, or sensitive unclassified information (SUI), to contractor employees. The FAA shall have the authority to restrict or deny unescorted access into FAA facilities to anyone. The FAA shall also have the authority to determine the number of PIV cards to be issued to contractor employees, based on operational necessity. Individuals requiring non-routine access for maintenance purposes shall be escorted by FAA personnel and be

issued appropriate FAA visitor badges. Prior to or upon completion or termination of the work under the contract, the contractor must return all such Government property and SUI to the Contracting Officer's Representative (COR).

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

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

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

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

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

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

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

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

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

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

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

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

extended leave of absence. The contractor may appoint an off-boarding coordinator to oversee the off-boarding process.

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

(5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by the Order. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of the Order, the employee will refer the law enforcement or investigative agency to AXI-310.

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

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

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

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

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

i. Non-public information from an official FAA data network or information
ii. Imagery;
iii. Technical specifications;
iv. Trade secrets;

v. Proprietary information;
vi. Sensitive Security Information (SSI); and
vii. Any other SUI

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

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

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

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

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or COR if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

(End of clause)

3.6.1-4 SMALL BUSINESS SUBCONTRACTING PLAN (INTERIM APRIL 2026)

(a) Definitions. As used in this clause-

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601 et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial item means a product or service that satisfies the definition of commercial item in Appendix C of the FAA Acquisition Management System Policy.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Subcontracting Plan Reporting (SPR) means the electronic subcontracting reporting system at SAM.gov for small business subcontracting program reporting.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(b)

(1) Proposals submitted in response to this solicitation must include a subcontracting plan that separately addresses subcontracting with small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns. If the offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan must be included in and made a part of the resultant contract. The subcontracting plan must be negotiated within the time specified by the Contracting Officer (CO). Failure to submit and negotiate the subcontracting plan designates the offeror as ineligible for award of a contract.

(2)

(i) The Contractor may accept a subcontractors written representations of its size and socioeconomic status as a small business, small disadvantaged business, women-owned small business, or service-disabled veteran-owned small business, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractors representations of its size and socioeconomic status as a small business, small disadvantaged business, women-owned small business, or service-disabled veteran-owned small business in the System for Award Management (SAM) if

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) For the reasons provided and under the circumstances described by the SBA in promulgating the regulations at 13 CFR 121.411, 124.1015, 126.900, and 127.700, the FAA has decided that a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractors size or socioeconomic status.

(c) The offeror's subcontracting plan must include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns as subcontractors. For individual subcontracting plans, and if required by the CO, goals must also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The offeror must include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe must be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe must designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe must designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe must give a copy of the written designation to the CO, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the CO does not receive a copy of the ANCs or the Indian tribes written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of:

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the offerors total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (f) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes);

(iv) Total dollars planned to be subcontracted to women-owned small business concerns;

(v) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns; and

(vi) Total dollars planned to be subcontracted to HUBZone small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to:

(i) Small business concerns;

(ii) Small disadvantaged business concerns;

(iii) Women-owned small business concerns;

(iv) Service-disabled veteran-owned small business concerns; and

(v) HUBZone small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged, women-owned, and HUBZone small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, small disadvantaged, women-owned, service-disabled veteran-owned, and HUBZone small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with:

(i) Small business concerns (including ANC and Indian tribes);

(ii) Small disadvantaged business concerns (including ANC and Indian tribes);

(iii) Women-owned small business concerns;

(iv) Service-disabled veteran-owned small business concerns; and

(v) HUBZone small business concerns.

(7) The name of the individual employed by the offeror who will administer the offerors subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include AMS clause 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, Service-Disabled Veteran-Owned, and HUBZone Small Business Concerns in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $900,000 ($2,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will:

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (k) of this clause using the SPR. The reports must provide information on subcontract awards to small business concerns, small disadvantaged business concerns, women-owned small business concerns, service-disabled veteran-owned small business concerns, and HUBZone small business concerns. Reporting must be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the SPR;

(vi) Provide its prime contract number, its Unique Entity Identifier (UEI), and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the SPR when submitting their reports; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own UEI, and the e-mail address of the Government or

Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offerors efforts to locate small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns, and award subcontracts to them. The records must include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, or HUBZone small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $250,000, indicating:

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether small disadvantaged business concerns were solicited and, if not, why not;

(C) Whether women-owned small business concerns were solicited and, if not, why not;

(D) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(E) Whether HUBZone small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact:

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, small disadvantaged, women-owned, service-disabled veteran-owned, and HUBZone small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through:

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the programs requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The offeror used a small business concern in preparing the bid or proposal if:

(i) The offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The offeror used the small business concerns pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the offeror is awarded the contract.

(13) Assurances that the Contractor will provide the CO with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (c)(12) of this clause. This written explanation must be submitted to the CO within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the CO any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract and notify the CO when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (See AMS clause 3.6.1-5 Payments to Small Business Subcontractors).

(d) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor must perform the following functions:

(1) Assist small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractors lists of potential small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business subcontractors are excessively long,

reasonable effort must be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, small disadvantaged business, women-owned small business, service-disabled veteran-owned small business, and HUBZone small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with AMS Clause 3.6.1-3.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged, women-owned small business, service-disabled veteran-owned small business, or HUBZone small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over $250,000 in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(e) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (c) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided:

(1) The master subcontracting plan has been approved;

(2) The offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the CO; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the CO to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(f) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan must relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan must comply with the reporting requirements stated in paragraph (c)(10) of this clause by submitting one SSR in SPR for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan must include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report must be monitored in SPR by the CO who approved the plan. This report must be submitted within 45 days after the end of the Government's fiscal year.

(g) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the CO in determining the responsibility of the offeror for award of the contract.

(h) A contract may have no more than one subcontracting plan. When a contract modification is over $900,000 (over $2,000,000 for construction of a public facility), or an option is exercised, the goals of the existing subcontracting plan must be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(i) Subcontracting plans are not required from subcontractors when the subcontractor provides a commercial item (except for construction) subject to AMS Clause 3.10.2-6, Subcontracts for Commercial Items and Commercial Components, under a prime contract.

(j) The failure of the Contractor or subcontractor to: (1) comply in good faith with AMS clause 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, Service-Disabled Veteran Owned, and HUBZone Small Business Concerns, or (2) provide an approved plan required by this clause, constitutes a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(k) The Contractor must submit ISRs and SSRs using the web-based SPR. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors must be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan and must be submitted to the Contracting Officer (CO).

(i) The report must be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 45 days of contract completion. Reports are due 45 days after the close of each reporting period, unless otherwise directed by the CO. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the CO rejects an ISR, the Contractor must submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii) Options, Modifications and Size Status Changes.

(A) When a subcontracting plan contains separate goals for the basic contract and each option, the dollar goal inserted on this report must be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract as the result of contract modification or the prime Contractors size status changing, the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

15

(iv) The authority to acknowledge receipt or reject the ISR resides:

(A) In the case of the prime Contractor, with the CO; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans:

(A) Encompass all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) May be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report must be submitted to each executive agency covering only that agency's contracts, provided at least one of that agencys contracts is over $900,000 (over $2,000,000 for construction of a public facility) and contains a subcontracting plan.

(D) Must be submitted annually by October 30 for the twelve month period ending September 30. When the Government rejects an SSR, the Contractor must submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Must appropriately allocate subcontract work when performed for more than one executive agency.

(F) Unless otherwise stated in the contract, SSRs in SPR and those submitted by subcontractors with subcontracting plans, will be approved/rejected by the Government agency awarding the prime contract.

(ii) Reports submitted under a commercial plan:

(A) Must include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) Must be submitted annually, within thirty days after the end of the Governments fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, its report must specify the percentage of dollars attributable to each agency.

(D) Unless otherwise stated in the contract, the report will be approved/rejected by the CO who approved the commercial plan. The authority to acknowledge or reject SSRs for commercial plans resides with the CO who approved the commercial plan.

3.10.1-12 CHANGES - FIXED-PRICE, COST-REIMBURSEMENT, OR T&M (INTERIM APRIL 2026)

(a) Changes. The Contracting Officer (CO) may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following, as applicable:

(1) For fixed-price or cost-reimbursement supplies:

(A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(B) Method of shipment or packing.

(C) Place of delivery.

(2) For fixed-price or cost-reimbursement services (except architect-engineer services, other professional services, transportation services, and research and development):

(A) Description of services to be performed.

(B) Time of performance (i.e., hours of the day, days of the week, etc.).

(C) Place of performance of the services.

(3) For Time and Materials or Labor Hour requirements:

(A) Description of services to be performed.

(B) Time of Performance (i.e., hours of the day, days of the week, etc.)

(C) Place of performance of the services.

(D) Drawings, designs, or specifications.

(E) Method of shipment or packing.

(F) Place of delivery.

(G) Amount of Government-furnished property.

(4) For architect-engineer or other professional services: the services to be performed.

(5) For transportation services:

(A) Specifications.

(B) Work or services.

(C) Place of origin.

(D) Place of delivery.

(E) Tonnage to be shipped.

(F) Amount of Government-furnished property.

(6) For research and development:

(A) Drawings, designs, or specifications.

(B) Method of shipment or packing.

(C) Place of inspection, delivery, or acceptance.

(7) For facilities: in the facilities or work described in the schedule.

(b) Equitable Adjustment.

(1) For architect-engineer or other professional services, transportation services, and fixed-price requirements other than research and development: if any change described in paragraph (a) above causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the CO must make an equitable adjustment in the contract price, the delivery schedule, or both, and must modify the contract accordingly.

(2) For cost-reimbursement requirements: if any change described in paragraph (a) above causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the CO must make an equitable adjustment in the:

(A) estimated cost, delivery or completion schedule, or both;

(B) amount of any fixed fee; and

(C) other affected terms of the contract, and must modify the contract accordingly.

(3) For Time and Materials or Labor Hour requirements: if any change described in paragraph (a) above causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the CO must make an equitable adjustment in the:

(A) ceiling price,

(B) hourly rates,

(C) delivery schedule, and

(D) other affected terms, and must modify the contract accordingly.

(4) For fixed-price research and development requirements: if any change described in paragraph (a) above causes an increase or decrease in the cost of, or time required for, performing this contract, whether or not changed by the order, the Contracting Officer must make an equitable adjustment in:

(A) the contract price, the time of performance, or both; and

(B) other affected terms of the contract, and must modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the CO decides that the facts justify it, the CO may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractors proposal includes the cost of property made obsolete or excess by the change, the CO must have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment must be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(f) No services for which an additional cost or fee will be charged by the Contractor may be furnished without the prior written authorization of the CO.

(g) For facilities contracts, any related contract with the Contractor may be equitably adjusted if it provides for adjustment and is affected by a change ordered under this clause.

(h) For cost-reimbursement contract requirements except for facilities, notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of performing the contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, must not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor must not be obligated to continue performance or incur costs beyond the point established in the 3.3.1-12 Limitation of Cost or 3.3.1-14 Limitation of Funds clause of this contract.

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

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

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

(2) “Payment request” means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements

identified in this clause and the applicable Payment clause and invoicing requirements included in this contract.

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

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

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

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

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

(1) Invoice number and invoice date.

(2) Period of performance covered by invoice.

(3) Contract number and title.

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

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

(6) Total ($) of billing.

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

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

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

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

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

(INTERIM December 2025) is included in the contract.

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

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

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

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

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

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

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

3.6.2-50 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.

3.8.9-8 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	# of PAGES
J-1	SOW	18
J-2	Frequency Chart	1 Tab(s)
J-3	DOL WD 2015-6025 rev-4 dtd 13 May 26	11
J-4	Contractor Staffing Access Questionnaire	2
J-5	Past Performance Survey	3

The remainder of this page has been intentionally left blank.

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

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)

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

3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCT 2024)

3.6.3-4 RECOVERED MATERIAL PRODUCTS CERTIFICATION (OCT 2024)

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 30 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)

3.2.2.3-3 AFFILIATED OFFERORS (APR 2024)

(a) Business concerns are affiliates of each other when, either directly or indirectly,

(1) One entity controls or has the power to control the other, or

(2) A third party controls or has the power to control both.

(b) The offeror must represent below in (c) whether it has affiliates. If the offeror represents that it "has" affiliates, it must provide the required information below in (1) and/or (2).

(1) The names and addresses of all affiliates.

____

(2) The names and addresses of all persons and concerns that exercise control or ownership over the offeror and all the offeror's affiliates, regardless of how they exercise control or ownership.

(c) Representation. The offeror represents that it ___ **has**, ___ **does not have any**, affiliates.

(End of provision)

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

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

(End of Provision)

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JUL 2024)

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

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

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

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

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

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

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

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

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

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

(2) Examples-

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

(b) The offeror represents that

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

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

(End of provision)

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

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

Name: ______________________________

Title: _______________________________

Phone Number: _______________________

(End of provision)

3.3.1-41 ELECTRONIC INVOICING - REPRESENTATION (OCT 2024)

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

Yes ______
No. _______

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

____
____
____
____

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

(End of provision)

3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JAN 2023)

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

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

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

(b) Foreign End Products

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

[list as necessary]

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

(End of provision)

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

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

Excluded End Product	Country of Origin
____	____
____	____

____	____
(list as necessary)	

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

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

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

(End of provision)

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

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

(End of clause)

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

(a) Definitions.
"Person"
(1) Means
(i) A natural person;
(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

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

"Sensitive Technology"
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically
(i)To restrict the flow of free, unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act

(50 U.S.C. 1702(b)(3)).
(3)The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

(End of provision)

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

(a) Definitions. As used in this provision-

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

(b) Prohibitions.

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

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

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

(2) Section 889(a) (1) (B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system.

This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government. Nothing in this prohibition will be construed to-

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

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

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

(d) Representations.

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

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

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

(1) For covered equipment

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

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

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

(2) For covered services-

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

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

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

(3) For covered equipment

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

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

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

(4) For covered services-

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

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

(End of Provision)

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

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

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

(c) *Representation*.

(1) The offeror represents that it _________ does, _________ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____________ does, ______________ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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

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

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

(c) *Procedures*.

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

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

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

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

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

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

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

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

(4) Brand;

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

(6) Item description; and

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

(f) *FAA review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (e) Disclosures, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

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

(a) Definitions. As used in this provision:

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

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

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

UEI or EFT indicator: ___________________________

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

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

(End of provision)

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Section L - Instructions,Conditions, and Notices to Bidders

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)

3.2.2.3-1 FALSE STATEMENTS IN OFFERS (APR 2024)

3.2.2.3-6 SUBMITTALS IN THE ENGLISH LANGUAGE (SEP 2020)

3.2.2.3-7 SUBMITTALS IN U.S. CURRENCY (SEP 2020)

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)

3.2.2.3-5 DESCRIPTIVE LITERATURE (APR 2024)

(a) "Descriptive literature" means information (for example cuts, illustrations, drawings, and brochures) submitted as part of an offer. The FAA may need descriptive literature to evaluate details of the product. These details may be about:

(1) Design;

(2) Materials;

(3) Components;

(4) Performance characteristics; or

(5) Methods of manufacture, assembly, construction, or operation.

(b) Descriptive literature includes only information the FAA needs to determine that the offeror will provide technically acceptable products.

(c) The offeror must mark or highlight the items it is submitting as descriptive literature so items can be easily found in the offer.

(d) The Contracting Officer (CO) may reject offers that fail to submit descriptive literature on time (see the "Late Submissions, Modifications, and Withdrawals of Offers" provision of this SIR) or in which the descriptive literature does not show that the product offered conforms to the SIR requirements.

(e) The CO may waive the SIR requirement for descriptive literature if the offeror indicates in subparagraph (e)(1) below that the offeror supplied a comparable product for a previous FAA contract and the CO determines that the product meets this SIR's requirements.

(1) The offeror represents that it [ ] has[ ] has not [check applicable box] supplied a product to the FAA_____________________ [when applicable, the CO will designate the FAA contracting office or an alternate activity or office that previously receives this product under an previous FAA contract that is the same as the product offered under this SIR.

(2) If the offeror checked 'has' in paragraph (e)(1), and seeks a waiver of the requirement for descriptive literature, it must submit the following information as part of the offer:

Previous contract number ____________________________________

Date of previous contract ____________________________________

Contract line item number of product supplied ___________________

Name and address of FAA organization to where the offeror delivered the product
____

Date of final delivery of product _______________________

(f) Offers must be submitted based on required descriptive literature or based on a product the offeror previously supplied under paragraph (e). Once an offer is submitted on one of these two bases and the deadline for receiving offers has passed, offers may not be considered on the alternative basis. The FAA will disregard a request for a waiver under paragraph (e) above if the offeror has submitted the descriptive literature this SIR requires.

(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: Carey Gonzalez at Carey.Gonzalez@FAA.GOV; Subject line ->Attn: Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) Janitorial Services 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 Email: Carey Gonzalez at Carey.Gonzalez@FAA.GOV; Subject line ->Attn: Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) Janitorial Services by 1 Sept 2026 at 12 pm CT.

(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:
561720 Janitorial Services.

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 $22 Million.

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

(End of provision)

3.8.2-9 SITE VISIT (JUL 2023)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a dispute after contract award.

(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 request in writing. Any such request must be submitted no later than **25 Aug 2026, by 12 pm CT**. Submit your request to the contracting officer by the means listed in SW.L-2 above. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

Carey Gonzalez @ Carey.Gonzalez@FAA.GOV Attn: 697DCK-26-R-00174 Minot ATCT and SSU Janitorial Services

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 THE FAA CONTRACT OPPORTUNITIES WEBSITE FOR PUBLIC VIEWING.

SA20 DIRECTIONS FOR SUBMITTING MODIFICATIONS OR WITHDRAWALS

An offeror may modify or withdraw their offer using the same methods allowed to submit their original offer. Any such modifications or withdrawals must be transmitted in sufficient time to be received at the designated place prior to the prescribed time for the opening of offers. If faxed modifications are allowed, those modifications shall not reveal the total amount of the offer, but only the amount of increase or decrease for the applicable item.

SA51 SUBMISSION OF OFFER - SERVICES

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

1.Business Proposal

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

b) Part I, Section B, PRICE SCHEDULE

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

d) Part IV, Section K,

2. Technical Proposal

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

1) Project title, description and contract number

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

3) Dollar value

4) Scope of work

5) Percentages of work subcontracted and nature of that work

6) Award and completion dates

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

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

b) Past Performance- Customer Satisfaction Surveys (By third party references). Prime Contractor is REQUIRED to have at least three (3) of the attached customer satisfaction surveys (CSS's) completed and returned to this office c/o **Carey Gonzalez @ Carey.Gonzalez@faa.gov Attn: 697DCK-26-R-00174 Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) Janitorial Services** by a third-party reference. It is advised that the Contractor distribute more than three CSS's to third-party references as not all are returned, and receipt of less than three could lead to the Contractor's disqualification. Contractor is also advised to verify receipt of the requisite number of CSS's in advance of solicitation deadline.

(End of Provision)

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Section M - Evaluation Factors for Award

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)

3.2.4-31 EVALUATION OF OPTIONS (OCT 2024)

3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (OCT 2024)

SA23 BASIS OF AWARD FOR LOW PRICE WITH OPTIONAL BID ITEMS

The Government may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Award shall be in accordance with clause 3.2.2.3-19, entitled 'CONTRACT AWARD' (JULY 2004)

Contractors must make an offer on ALL items, or the entire offer will be rejected as non-responsive. The evaluation of options will not obligate the government to exercise the options. The government reserves the right to award any or all option(s) in any order.

Only one (1) contract award shall be made as a result of this solicitation. If options are not selected, award will be made to the otherwise responsive offeror whose offer results in the lowest price for the base bid. If options are selected, award will be made to the otherwise responsive offeror whose offer results in the lowest aggregate price for the base bid and those option(s) exercised.

(End of Provision)

SA56 EVALUATION FACTORS FOR AWARD - SERVICES

The Government will make award to the contractor offering the lowest priced, technically acceptable offer. The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions.

In accordance with AMS Policy Section 3.2.2.3.1.2.2, Communications with Offerors, the purpose of communications is to ensure mutual understanding between the FAA and offerors about all aspects of the procurement, including the offerors' submittals/proposals. Communications with offerors may take place throughout the source selection process, through contract award, and following award as necessary. Offeror responses to Communication Items may be considered in the evaluation of an offeror’s proposal. Where communications do not result in any changes in the Government’s requirements or SIR, the Government is not required to request or accept offeror revisions.

The Government may hold one-on-one meetings with individual offerors as it pertains to their offers. One-on-one communications may continue throughout the process at the Government’s discretion. Communications with one offeror do not necessitate communications with all other offerors. All communications between the Government and offerors must be through the CO or individuals designated by the CO in writing. Offerors must submit written communications to the CO. The FAA also reserves the right to award a contract immediately following the conclusion of evaluations and is not required to conduct discussions or negotiations with the successful Offeror or any other Offeror.

Proposals shall be evaluated as either 'acceptable' or unacceptable’ on the basis of the following criteria:

A. Past Experience

Provide a list of no less than three (3) successful contracts that provided services of similar scope and complexity as described in the Statement of Work in this solicitation within the past five (5) years. Be specific and provide details. For each project address the following points:

a) Project Title, description, and contract number
b) Client names, phone numbers, and contact person
c) Dollar Value
d) Scope of Work in detail
e) Percentages of work subcontracted and nature of that work
f) Award and Completion dates
g) Any contractual issues or technical matters disputed, and resolution thereof
h) Any claims and resolution thereof (i.e., nature, number dollar value)
i) Any relevant information that would reflect on the offeror’s ability to meet schedule constraints

Standard for Review: An acceptable proposal must demonstrate at least three (3) successful relevant projects in the past five (5) years similar to the current requirement. If any of the information required is not included, the Offeror will be considered non-responsive and evaluated as unacceptable. Failure to demonstrate the minimally acceptable standards under this factor will result in an "UNACCEPTABLE" rating and possible elimination from further consideration for contract award. The FAA reserves the right to contact the customers listed as references, and to apply that information in its final determination.

B. Past Performance

An Offeror is required to have at least three (3) CSS from third party references completed and submitted directly to **Carey.Gonzalez@faa.gov; Attn: 697DCK-26-R-00174 Minot Air Traffic Control Tower (ATCT) and System Support Unit (SSU) Janitorial Services**. The CSS is attached to the solicitation announcement as Attachment J-5 and is required to be used for the Past Performance Submittals.

Standard for Review: At least three (3) CSS must be received from third party references before the solicitation deadline with an average rating of Good or higher. The FAA reserves the right to contact customers listed as references and conduct a CSS in the event there is insufficient competition due to the lack of surveys received. If the Contractor does not have an applicable performance history, then within the cover letter the Contractor must indicate the reason for such absence of past performance history and provide a proposed project management plan to ensure the quality of the services to be performed. Keep in mind that the FAA may use information other than that provided by the Contractor in connection with this solicitation and apply that information in its final determination. Any negative customer review may deem the proposal unacceptable and will be rejected from further consideration.

CONSIDERATION OF PRICE: The offeror must submit pricing information as prescribed in PART I – SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer. Pricing is required for the base and each option year for each service. If full pricing is not received, the proposal will be deemed unacceptable.

The FAA will evaluate proposals for reasonableness in accordance with AMS Policy Section 3.2.3.2 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 the Offeror’s proposed prices to the Independent Government Cost Estimate (IGCE), to published catalog or market prices, to prior prices paid for the same or similar items and services, or as compared to any other sources. The FAA reserves the right to perform price realism and/or cost realism in accordance with AMS T.3.2.3(A)(1). The FAA reserves the right to conduct cost analysis if necessary to ensure a fair and reasonable price and to support the price realism and/or cost realism analysis. The FAA, at its sole discretion, may require additional information to conduct cost and price analysis or reject proposals lacking completeness or consistency.

(End of Provision)

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