

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 16, 22, 23, & 28				1. REQUISITION NUMBER AC-26-02735		PAGE 1 OF 48		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 6973GH-26-R-00229		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Erick Martinez-Abril			b. TELEPHONE NUMBER (No collect calls) 405-954-7818		8. OFFER DUE DATE/LOCAL TIME 1700 ES	
9. ISSUED BY AAQ-740 TRAINING & AVIATION ACQ FAA AERONAUTICAL CENTER PO BOX 25082 BLDG 014-AHQ, ROOM 233A OKLAHOMA CITY OK 73125			10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR: ☒ SMALL BUSINESS SIC: 611519 SIZE STANDARD: \$21		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS	
14. DELIVER TO A6973K9F 6973K9 FAA AERO CENTER AMA-260 CONTRACTS PROG ADM BR, ANF1 RM204A 6500 S MACARTHUR BLVD F OKLAHOMA CITY OK 731696901			15. ADMINISTERED BY AAQ-200 TERM & ENROUTE CONTRACT DIV Federal Aviation Administration Wilbur Wright Bldg.(FOB10B) 600 Independence Avenue Washington DC 20597					
16a. CONTRACTOR/ CODE		FACILITY CODE		17a. PAYMENT WILL BE MADE BY CODE				
TELEPHONE NO.								
☐ 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	
24. ACCOUNTING AND APPROPRIATION DATA					25. TOTAL AWARD AMOUNT (For Government Use Only)			
☐ 26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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)		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
39a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				40a. RECEIVED BY (Print)				
39b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		39c. DATE		40b. RECEIVED AT (Location)				
				40c. DATE REC'D (MM/DD/YYYY)		40d. TOTAL CONTAINERS		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
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NAME OF OFFEROR OR CONTRACTOR		

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	THE DATES FOR THE FOLLOWING TRAINING SHALL BE COORDINATED BETWEEN THE CONTRACTOR AND THE FAA ACADEMY TRAINING COORDINATOR.				
00001	BASE YEAR / FAA22800017 Investigative Interview Training / Estimated Quantity 5 Class (20 Students Max) Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 11/01/2026 Period of Performance: 11/01/2026 to 10/31/2027				
00002	FIRST OPTION YEAR / FAA22800017 Investigative Interview Training / Estimated Quantity 5 classes (20 Students Max) Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 10/31/2027 Period of Performance: 11/01/2027 to 10/31/2028				
00003	SECOND OPTION YEAR / FAA22800017 Investigative Interview Training / Estimated Quantity 5 classes (20 Students Max) Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 10/31/2028 Period of Performance: 11/01/2028 to 10/31/2029 Continued...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00004	THIRD OPTION YEAR / FAA22800017 Investigative Interview Training / Estimated Quantity 5 Classes (20 Students Max) Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 10/31/2029 Period of Performance: 11/01/2029 to 10/31/2030				
00005	FOURTH OPTION YEAR / FAA22800017 Investigative Interview Training / Estimated Quantity 5 classes (20 Students Max) Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:) 10/31/2030 Period of Performance: 11/01/2030 to 10/31/2031				

Section A - Solicitation/Contract Form
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Section B – Schedule
Clause List

Section B - Supplies or Services/Prices

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Section C - Description/Specifications

Performance Work Statement (PWS)

Clause List

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Section D - Packaging and Marking

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Section E - Inspection and Acceptance

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

AC1908 INSPECTION AND ACCEPTANCE AT DESTINATION (JUN 2015)

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

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled 3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED - PRICE & COST REIMBURSEMENT (1996)

Section F - Deliveries or Performance

3.10.1-9 STOP-WORK ORDER (APR 2025)

AC0168 AUTHORIZED PERFORMANCE (JUL 2015)

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

AC0180 PRINCIPAL PLACE OF TRAINING (JAN 1997)

The contractor shall enter below the principal place of performance where ground school training will be conducted. In the event the Parachute Rigger Certification Training (FAA28303) is conducted at a location other than where the ground school is located, the contractor shall furnish all necessary transportation to these location(s). If air transportation is arranged by the contractor, such transportation shall consist of a confirmed reservation in 'coach' class as a minimum for each student.

Type of Training Location (City and State)

[Insert Type of Training] _____

AC1604 CONTRACT PERIOD (JUN 2015)

The effective period of this contract is 1 year from [Insert date].

Section G - Contract Administration Data

AC0116 OPTION TO EXTEND SERVICES (JUN 2015)

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services , by written notice to the contractor not later than the expiration date of the current contract period.

AC2912 INVOICING PROCEDURES - GENERAL (MAR 2003)

(a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit the following documentation as part of each invoice:

- (1) a completed and signed 'Certificate of Training ' for each student, signed by both the contractor and the FAA pilot trained;
- (2) detailed invoice(s) for training provided, depicting:
 - (i) student name(s),
 - (ii) contract number and applicable delivery order number,
 - (iii) noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided,
 - (iv) extended totals for invoiced quantities.
- (b) Payment to the contractor for completed training shall be limited to, and computed upon the per-student fixed rate set out in the Section B Schedule(s). Fractions of hourly performance shall be prorated in accordance with the contractor's standard accounting procedures for abbreviated or supplemental training. Payment for flight hours shall be computed upon aircraft 'Flight Time,' as defined in the clause entitled 'Definitions.'
- (c) Properly executed 'Certificate of Training,' and invoice(s) shall be mailed as follows:

Original Invoice(s) to: FAA, Financial Operations Division (AMZ-100)

P.O. Box 25710

Oklahoma City, OK 73125-4913

One copy of invoice(s) to: FAA, Contracts Administration Section (AMA-262)

P.O. Box 25082

Oklahoma City, OK 73125

Section H - Special Contract Requirements

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 (SHA1). 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)

AC0148 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JUL 2015)

Procedures for communicating student absences, serious illness, injuries, or death to an FAA student shall be as follows:

- (a) In the event that an FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

AC4555 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)

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

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

AC4557 STRIKES OR PICKETING

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

Section I - Contract Clauses

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

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

(End of clause)

3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2023)

3.2.2.3-83 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)

3.2.4-16 ORDERING (OCT 2024)

- (a) Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from Start of Contract Award through End of Contract Award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract must control.
- (c) If mailed, a delivery order or task order is considered "issued" when the FAA deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the FAA sends the order. Orders may be issued orally only if authorized in the contract.

(End of clause)

3.2.4-19 REQUIREMENTS (OCT 2024)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the FAA's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact must not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance must be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor must furnish to the FAA all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The FAA may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the FAA will order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the FAA activity or activities specified in the Schedule.
- (d) The FAA is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the FAA urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the FAA may acquire the urgently required goods or services from another source.

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

(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)

3.2.5-1 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)

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

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

3.3.1-1 PAYMENTS (JUL 2018)

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 TBD. 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 TBD, 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)

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

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)

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

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) TBD, \$TBD 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 TBD. 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)

3.3.2-1 FAA COST PRINCIPLES (OCT 2019)

3.4.1-12 INSURANCE (OCT 2019)

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

3.6.2-39 TRAFFICKING IN PERSONS (OCT 2024)

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

3.6.3-14 RESERVED (APR 2025)

3.6.3-16 RESERVED (APR 2023)

3.6.3-23 RESERVED (APR 2025)

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

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)

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

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

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

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

- (1) Is developed or provided by a Kaspersky Lab covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means-

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g. "Kaspersky";(3)
Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

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

- (1) Providing any Kaspersky Lab covered article that the Government will use; and
- (2) Using any Kaspersky Lab covered article in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

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

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause-

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

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

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

- (i) Of that equipment; or
 - (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;
 - (2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
 - (3) Does not include any equipment acquired by a Federal Contractor incidental to a Federal contract.
- (b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that a waiver has been granted in accordance with AMS Guidance T3.8.9C.3.c.(2).
- (c) *Subcontracts.* The Contractor must insert the substance of this clause, including this paragraph (c), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

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

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

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

- (1) "Information technology," as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) "Telecommunications equipment" or "telecommunications service," as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

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

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

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

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

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This

applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

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

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

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

(b) *Prohibition.*

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

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

Yes ☒ No ☐ DHS FASCSA orders

Yes ☐ No ☒ DoD FASCSA orders

Yes ☐ No ☒ DNI FASCSA orders

- (2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (<https://www.sam.gov>) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.
- (3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.
- (4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.
- (5) *Contractor request for waivers.*

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

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

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

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

- (D) Brand;
- (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (F) Item Description;
- (G) Reason why the applicable covered article or the product or service is being provided or used;
- (ii) *FAA review of disclosures.* The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

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

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

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

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

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

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

- (A) Contract number;
- (B) Order number(s), if applicable;
- (C) Name of the product or service provided to the Government or used during performance of the contract;
- (D) Name of the covered article or source subject to a FASCSA order;
- (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

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

(H) Item description; and

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

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

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

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

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

(e) *Subcontracts.*

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

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

(End of Clause)

3.9.1-1 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)

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

3.10.1-28 CHANGES REQUIRED BY AMS (JAN 2024)

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

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

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

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

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

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

[Fillin subcontract]

[Fillin subcontract]

[Fillin subcontract]

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

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

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

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

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

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

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

(7) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

3.10.3-5 USE AND CHARGES (OCT 2018)

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

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

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

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

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

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

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

(ii) Otherwise authorizes such use in writing; and

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

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

(d) General.

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

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

(e) Rental charge.-

(1) Real property and associated fixtures.

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

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

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

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

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

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

(f) Rental payments.

- (1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor must compute the rental due, and furnish records or other supporting data in sufficient detail to permit the CO to verify the rental time and computation. Payment will be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.
 - (2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.
 - (3) The Government's acceptance of any rental payment under this clause, in whole or in part, will not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.
- (g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.
- (h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.
- (End of clause)

3.10.6-1 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)

3.13-5 RESERVED (APR 2023)

3.13-13 RESERVED (APR 2023)

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)

3.3.1-40 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.
- (e) Task/Delivery Order number and title (if applicable).
- (f) Amount billed (by CLIN), current and cumulative.
- (g) Total (\$) of billing.
- (h) Cumulative total billed for all contract work to date.
- (i) Name, title, phone number, mailing address, and email address (if available) of person to be contacted in the event of a defective invoice.
- (j) 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.
- (k) 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/creatingan-account/how-do-i-create-an-account-with-login.gov/>.

(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 DelphiInvoicing by sending an email to 9-AMC-FAA-iSupplier@faa.gov. Once access is granted, users should navigate to <http://einvoice.esc.gov> to activate the account. Users are required to log in every 45 days to keep it active. (4) Training on DELPHI. To facilitate use of DELPHI, comprehensive user information is available at <http://einvoice.esc.gov>

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

(f) Waivers: If the Contractor does not believe electronic invoicing can be used if they are awarded this contract, the Contractor must respond accordingly to AMS clause 3.3.1-41 Electronic Invoicing-Representation. Waiver requests must be approved by the FAA and DOT and will be processed expeditiously upon contract award. If the waiver request is not approved, the Contractor must use electronic invoicing consistent with this clause. If the waiver request is approved, conversion to electronic invoicing at 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.

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

a) Definitions. As used in this clause:

“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’s 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 Contractor’s or a subcontractor’s 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 subcontractor’s 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 Government’s 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.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
1	Performance Work Statement	July 2026
2	Schedule B	

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

3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (APR 2024)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) The FAA requires a minimum acceptance period of 60 calendar days.
- (d) The offeror may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.
- (e) The FAA may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) The offeror agrees to fulfill the offer completely if the FAA accepts the offer in writing within:
 - (1) The acceptance period stated in paragraph (c) of this provision; or
 - (2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

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

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

(End of Provision)

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

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)

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

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

- (a) Definitions.

"Person"

- (1) Means

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

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

"Sensitive Technology"

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

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

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

- (2) Certifies that the offeror, or any other entity owned or controlled by, or person controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of

refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

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

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

(End of provision)

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

(a) Definitions. As used in this provision-

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

(b) Prohibitions.

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

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

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

(2) Section 889(a) (1) (B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government. Nothing in this prohibition will be construed to-

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

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

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

(d) Representations.

(1) The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting

from this solicitation. The Offeror must provide the additional disclosure information required at (e) if the Offeror responds "will" and

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

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

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision.

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

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

- (a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meanings per the clause 3.8.9-2 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment".
- (b) *Procedures.* The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.
- (c) *Representation.*
- (1) The offeror represents that it _____ does, _____ does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
 - (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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

- (a) *Definitions.* As used in this provision, *Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the AMS Clause 3.8.9-7, Federal Acquisition Supply Chain Security Act Orders-Prohibition.
- (b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Clause 3.8.9-7, Federal Acquisition Supply Chain Security Act Orders-Prohibition.
- (c) *Procedures.*
- (1) The Offeror must search in the System for Award Management (SAM)(<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of AMS Clause 3.8.9-7, Federal Acquisition Supply Chain Security Act Orders-Prohibition. Issued FASCSA orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (<https://www.sam.gov>) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.
 - (2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).
 - (3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.
- (d) *Representation.* By submission of this offer, the offeror represents that it has conducted a "reasonable inquiry" (as defined in AMS Clause 3.8.9-7), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the

covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) *Disclosures*, below.

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

- (1) Name of the product or service provided to the Government;
- (2) Name of the covered article or source subject to a FASCSA order;
- (3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
- (4) Brand;
- (5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (6) Item description; and
- (7) Reason why the applicable covered article or the product or service is being provided or used.

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

(End of provision)

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

(a) Definitions. As used in this provision:

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

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

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

UEI or EFT indicator: _____

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

(d) The offeror should be prepared to provide the following information when requesting a UEI:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and ZIP Code.
- (4) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (5) Company Telephone Number.

- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

AC4532 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (JUN 2015)

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

Section L - Instructions, Conditions, and Notices to Bidders

L.1 Instructions, Conditions, and Notices to Respondents for Proposal Preparation

This acquisition will utilize the Lowest Price Technically Acceptable (LPTA) approach. While the Government strives for maximum objectivity, the evaluation process by nature is subjective, and professional judgment is implicit throughout the entire process. This section of the SIR provides guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by this SIR and must be submitted in accordance with these instructions. Any Offeror who submits an incomplete package may be considered ineligible for award. The offer shall also be compliant with the requirements as stated in Section K and the applicable attachments (Section J). Non-conformance with the instructions provided in this SIR may result in an unfavorable proposal evaluation.

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal.

L.2 Point of Contact

The Contracting Officer (CO) is the point of contact for this acquisition. Address any questions or concerns you may have to the CO. Email will be used to transmit such information. Communication and exchanges of information between the Government and the offerors will be controlled by the CO. Written requests for clarification may be sent to erick.i.martinez-abril@faa.gov.

L.3 Amendments to the Solicitation

If this SIR is amended, all terms and conditions that are not amended will remain unchanged and in full force and effect. Offerors shall acknowledge receipt of any amendment and provide confirmation upon submission of the offeror's proposal.

L.4 Incorporation of Representations and Certifications

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

L.5 Instructions for Preparation of Proposals

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

- Volume I: This volume shall contain requirements outlined in the evaluation factors. Volume I should include Technical Factors.
- Volume II: Price: This section shall contain Contractor pricing. The Price Proposal must be submitted as a separate and complete volume and tabbed separately for each document contained therein. The Price Proposal will provide information to the FAA for analyzing pricing as well as preparing the contract document and supporting file for the successful offeror. Completion and submission of the required documents indicates that the offeror has read and agrees to the entirety of the terms and conditions contained in the solicitation for the price proposal. This volume should be sufficiently detailed in support of the proposed pricing to demonstrate price reasonableness.

Note: The Government anticipates that pricing of this action will be adequate and balanced. The Contracting Officer may require upon request "other than certified pricing data" deemed necessary to adequately evaluate the reasonableness of the price. Examples of "other than certified pricing data" include: competitive published lists, published market prices, similar quote and/or copies of actual vendor quotations received.

L.5.1 Proposal Volumes must include:

- Volume cover should designate volume title and number with Source Selection Sensitive and Proprietary Markings.

- Title page must include solicitation number, Prime Contractor name, Unique Entity ID (UEI) number and address; and point of contact name, telephone number, and electronic email address.
- The offeror's proposal must address the information as described in L.5 above for each volume.
- Proposals will be submitted electronically. All volumes should be submitted in electronic format via e-mail. Each volume should be submitted in separately marked electronic files.
- Glossary (as needed): Offerors must include a glossary of acronyms and abbreviations in each volume, with an explanation for each. The glossary must not be used to define techniques and approaches and will not be evaluated.
- Submitted documents must follow the naming conventions below. Do not forget to put your company name in the spot in parenthesis. Where you have more than one document for the volume, please differentiate at the end of the naming convention, please keep the characters down as much as possible.

Offers must be received via email marked as follows:

MARK EMAILS:

Solicitation No. 6973GH-26-R-00229 Vol X (Insert Company Name)

L.6 Evaluation Factors

The source evaluation shall be conducted based on the following factors listed below:

Technical Factors

Factor 1: The offeror must provide a training syllabus, for peace investigative interview training in sufficient detail to determine Compliance with the requirements of the PWS and solicitation.

Factor 2: The offeror must provide a description of their training aids and facilities as required by the PWS and solicitation or provide a part 141 or part 142 certificate.

Factor 3: The offeror must provide proposed training hours and days to meet requirements of the PWS and solicitation.

Factor 4: The offeror must provide the qualification statements and resumes of the instructors in accordance with the PWS and solicitation.

Price The Offeror must submit pricing in accordance with Section L.7. Price will be evaluated in accordance with Section M.7.

L.7 Submission of Pricing Data

It is anticipated that pricing of this action will be adequate and balanced; therefore, offerors are not required to submit pricing data. However, if after receipt of proposals it is determined that adequate price competition does not exist, pricing data will be required.

If it is determined that adequate price competition does not exist, the offeror shall provide current, complete and accurate pricing data upon request from the contracting officer.

Offerors must complete and submit Section B, Supplies or Services in the Government format as provided. All information relating to the proposed price including all required supporting documentation must be included in the section of the proposal designated as the Price Volume. There should be a narrative whereby the contractor describes in detail every element that builds up the pricing that will be shown in the price breakdown spreadsheet. It is incumbent upon the contractor to arrange and encompass all travel in the firm fixed-priced line item.

- **Authorized Individuals:** The offeror must provide the name, title, telephone number, and e-mail for the individual designated as the central point of contact for this volume of the proposal.
- Offeror's Schedule B submitted for award consideration must not include any proprietary markings (other than as required for procurement sensitive markings) or revisions, qualifications, or alterations to the bid schedule. Such markings, if not removed, may eliminate the offeror from further competition.
- Offerors must provide contract line item pricing based on the unit and total price for each line item they are proposing.

- Offeror must provide a cover letter in the Price Volume, which includes total proposed amounts by area, contract year and the total proposed contract amount for all years.
- Within all Excel spreadsheets, Offeror must include all proposed formulas and calculations rounded to two (2) decimal places. Offeror should avoid using value only type cells to the maximum extent possible. If links are utilized within the spreadsheets, the Offeror must supply all linked or referenced files. Spreadsheets and/or individual cells must not be protected.

L.8 Relationship Between Sections L and M

Your attention is directed to the functional relationship between Sections L and M of this SIR. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover all areas identified in Section M, proposals should address all such areas for evaluation.

L.9 Proposal Acceptance

The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR which demonstrate an understanding of the complexity and scope of the requirements. The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

Section M - Evaluation Factors for Award

M.1 Basis of Contract Award and Number of Contracts to be Awarded

The Government intends to make a single award from this Solicitation. Award will be made to the Lowest Priced Technically Acceptable (LPTA) offeror deemed responsible and whose proposal is responsive to the solicitation requirements.

M.2 Initial Screening Process

The Government will initially screen proposals for responsiveness (timeliness, completeness, and adequacy) in accordance with the requirements for documentation found in section L. Only a proposal determined to be responsive through the initial screening process will be forwarded to the source evaluation team for further consideration.

- Timeliness: No proposal or part thereof will be accepted for consideration following the closing period for this solicitation.
- Completeness: Timely proposals will be reviewed for completeness and inclusion of all documents required. Incomplete proposals may not receive further consideration.
- Adequacy: Complete proposals will be reviewed for adequacy, including proposal content and format as stated in section L.

M.3 Rejection of Unreasonable Offers

The Government may reject any proposal that is evaluated to be unreasonable in terms of program commitments, to include failure to adequately address a significant portion of the requirements, contract terms and conditions, or unreasonable pricing when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

M.4 Evaluation Methodology

The vendor shall submit an offer acceptable for award in accordance with Section L, Instructions to Offerors, and the evaluation criteria outlined in Section M. The vendor shall assent to the terms and conditions of the model SIR (Sections A through K that includes the provisions, contract clauses, Statement of Work (SOW), and documents, exhibits, and attachments).

Each proposal will be evaluated based on the proposed technical approach of satisfying the requirements of the SOW and the realism and reasonableness of the proposed price.

The evaluation is a team effort. The technical team will individually review and rate a proposal in accordance with the rating criteria specified in Section M. Upon completion of the technical evaluation, the team will convene and review all evaluation findings and ratings, conduct all necessary analyses of the evaluation process, and prepare a report to the SSO. The report will outline the results of their review and analysis and shall include a recommendation as to which vendor meets the requirements for each factor based on the evaluation criteria. From these reports and the results of the price proposal evaluation, a selection will be made.

All briefings to the SSO of vendor proposals will be conducted in a manner that would preclude the true identity of the vendors from being revealed to the persons being briefed until a selection decision has been made.

M.5 Adjectival Ratings for Non-Price Factors

All vendors will receive an Acceptable or Unacceptable rating for each factor of their submission. All vendors will be rated according to the rating scheme outlined in this section.

Each evaluator will use the following criteria to measure and score each proposal. Rating will reflect the extent to which the vendor has met the overall factor requirements. Upon completion of the evaluation of each factor by a member of the evaluation team, the lead technical evaluator will summarize the proposals in a manner that determines which proposals are acceptable and which are unacceptable to support. Evaluation factors will be scored as outlined below to which the Offeror has met the overall factor requirements.

Rating	Definition
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Acceptable	The proposal meets the stated requirements. The response is considered complete in terms of the basic content and level of information the Government seeks for review.
Unacceptable	The proposal fails to meet the stated requirements. The response is considered deficient in terms of basic content and support the Government seeks for review.

There is no weighting of factors under this acquisition since the evaluation method/process is Lowest Priced, Technically Acceptable (LPTA).

M.6 Evaluation of Technical and Price Proposals

The Government will assign adjectival ratings stated in section M.5 for the rated proposal sections. Additionally, the Government reserves the right to obtain information outside of technical proposals that supports technical proposal evaluation.

Technical Factors

Factor 1: The offeror must provide a training syllabus, for peace investigative interview training in sufficient detail to determine Compliance with the requirements of the PWS and solicitation.

CRITERIA: A complete course manual / material, including a syllabus, for PEACE Investigative Interview training in sufficient detail to determine compliance with the requirements specified in section A, C and H of the PWS.

ACCEPTABLE: The standard is met when the offeror provides complete course manual/material and syllabus for PEACE Investigative Interview training course that meets the requirements specified IAW the PWS.

If any of the information required is not included in the form then the Offeror will be considered nonresponsive and evaluated as unacceptable.

Factor 2: The offeror must provide a description of their training aids and facilities as required by the PWS and solicitation or provide a part 141 or part 142 certificate.

CRITERIA: Evidence of available resources to support requirements of Section G.4 (a) through (l) of the PWS.

ACCEPTABLE: The standard is met when the offeror is able to provide a description of the training facilities and equipment to **address each element** of Section G.4 (a) through (l) of the PWS and solicitation requirements.

If any of the information required is not included in the form then the Offeror will be considered nonresponsive and evaluated as unacceptable.

Factor 3: The offeror must provide proposed training hours and days to meet requirements of the PWS and solicitation.

CRITERIA: Proposed Training hours and days to meet the training requirements outlined in Sections A, C, G.1, G.3 and H of the PWS.

ACCETABLE: The Standard is met when the offeror provides proposed training hours and days to meet the requirements in sections A, C, G.1, G.3 and H of the PWS.

If any of the information required is not included in the form then the Offeror will be considered nonresponsive and evaluated as unacceptable.

Factor 4: The offeror must provide the qualification statements and resumes of the instructors in accordance with the PWS and solicitation.

CRITERIA: The offeror must provide evidence of professional technician experience in the form of resumes or qualification statements, clearly identifying the instructor experience and qualifications as outlined in section G.5 (a) through (c) of the PWS with a minimum of the following:

- a. A professional Investigative Interviewing with five (5) years industry experience
- b. Three (3) years' experience with P.E.A.C.E. Investigative Interviewing being proposed under Section A c.
Three (3) years of instructor experience

ACCEPTABLE: The Standard is met when the offeror meets the requirements of section G.5 (a) through (c) of the PWS.

If any of the information required is not included in the form then the Offeror will be considered nonresponsive and evaluated as unacceptable.

M7. Price

LPTA is applied to known, firm requirements, usually readily available in the commercial marketplace where a fair and reasonable price determination is based on adequate and balanced pricing. Therefore, price analysis will normally be used to determine the reasonableness of total evaluated price to support the selection of the lowest price, technically acceptable offeror.

M8. Responsibility Determination:

To support past performance and experience evaluation, the Contracting Officer will perform a responsibility determination. The Government will utilize the System for Award Management (SAM) in order to evaluate past performance, experience and responsibility.