



**AMERICA'S MOST IMPORTANT  
AVIATION INFRASTRUCTURE PROJECT**



**REQUEST FOR SOLUTIONS**

**BRAND NEW AIR TRAFFIC CONTROL SYSTEM  
NO EXCUSES. EXCEPTIONAL DELIVERY**

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Section A: Performance Work Statement (The Role of the Integrator)

Section B: Offeror Instructions

Section C: Evaluation of Proposals

Section D: Integrator Accountability Contract Term Sheet

**SECTION A**  
**PERFORMANCE WORK STATEMENT (THE ROLE OF THE INTEGRATOR)**  
**Table of Contents**

|   |           |
|---|-----------|
| <b>1.0 A HISTORIC GENERATIONAL OPPORTUNITY.....</b>                             | <b>1</b>  |
| 1.1 BACKGROUND .....  | 3         |
| 1.2 SCOPE.....  | 4         |
| 1.2.1 Modernization of Legacy NAS Infrastructure and Capabilities.....          | 4         |
| 1.2.2 Comprehensive Execution Approach for NAS Modernization .....              | 6         |
| 1.3 LOCATIONS.....  | 6         |
| 1.4 SITE ACCESS.....  | 6         |
| 1.5 SITE DOCUMENTATION.....   | 6         |
| 1.5.1 Equipment Space.....  | 6         |
| 1.6 PROJECT TIMELINE .....  | 7         |
| 1.7 OVERVIEW.....   | 7         |
| <b>2.0 GENERAL TASKS.....</b>   | <b>8</b>  |
| 2.1 STAKEHOLDER MANAGEMENT .....  | 8         |
| 2.2 SYSTEM INTEGRATION .....  | 9         |
| 2.2.1 Training .....  | 10        |
| 2.2.2 Implementation .....  | 10        |
| 2.3 SYSTEM PRODUCTION AND PROCUREMENT .....                                     | 11        |
| 2.4 FACILITY ENGINEERING .....  | 12        |
| 2.5 SYSTEM ENGINEERING .....  | 12        |
| 2.5.1 Design Reviews .....  | 12        |
| 2.5.2 Requirements Management.....  | 13        |
| 2.5.3 System Safety.....  | 13        |
| 2.5.4 System Efficiency .....   | 13        |
| 2.5.5 System Security .....   | 13        |
| 2.6 TEST AND EVALUATION SUPPORT .....   | 15        |
| CDRL TE-02 Test Procedure.....  | 15        |
| 2.6.1 Anomaly Report .....  | 15        |
| 2.7 SYSTEM DEPLOYMENT .....   | 15        |
| 2.8 PROGRAM MANAGEMENT .....  | 16        |
| 2.8.1 Schedule Management .....   | 16        |
| 2.8.2 Risk Management.....  | 17        |
| 2.8.3 Data Management.....  | 17        |
| 2.8.4 Quality Assurance.....  | 18        |
| 2.8.5 Configuration Management .....  | 18        |
| 2.8.6 Reporting and Meeting Support.....  | 19        |
| 2.9 FINANCIAL AND CONTRACT MANAGEMENT .....                                     | 19        |
| 2.9.1 Acquisition Strategy .....  | 19        |
| 2.9.2 Subcontract Management .....  | 20        |
| 2.10 LIFECYCLE MANAGEMENT .....   | 20        |
| 2.11 PERFORMANCE MONITORING .....   | 21        |
| 2.12 INTEGRATED LOGISTIC SUPPORT.....   | 21        |
| <b>3.0 SPECIFIC TASKS.....</b>  | <b>21</b> |
| 3.1 GOVERNANCE.....   | 21        |
| 3.2 ANALYSIS AND PLANNING.....  | 22        |
| 3.2.1 Gap Analysis and Operationalization.....                                  | 22        |
| 3.2.2 Sustainment and Transition Planning for Modernized NAS Capabilities ..... | 22        |
| 3.3 NAS OPTIMIZATION AND MODERNIZATION .....                                    | 22        |
| 3.4 NAS EVOLUTION .....   | 22        |
| 3.4.1 Facilities .....  | 23        |

|       |                         |    |
|-------|-------------------------|----|
| 3.4.2 | <i>Automation</i> ..... | 23 |
|-------|-------------------------|----|



## 1.0 A HISTORIC GENERATIONAL OPPORTUNITY

The Federal Aviation Administration (FAA) strategic pillars are built on a strong foundation of people supported by a vision for the future of air travel and backed by modern infrastructure. At the core, the FAA is focused on building a new generation of aviation professionals to manage the increasingly complex airspace operations. Building on this foundation, the FAA is working to optimize the National Airspace System (NAS) to meet future demands - including integrating emerging technologies while enhancing system resiliency and efficiency. To enable these advances, the FAA is deploying new NAS infrastructure with modern technologies and facilities that improve efficiency and resiliency and support sustainable growth. Together, these pillars create a forward-looking, innovative strategy that keeps the NAS the safest and most efficient in the world (**Three Pillars**).



In support of this strategy, the FAA is undertaking a transformative initiative to create a Brand-New Air Traffic Control System (**BNATCS**) while simultaneously fortifying and modernizing the NAS over two critical phases through a No Excuses Exceptional Delivery Standard (**NEEDS**).

- The first phase (**Phase 1**) addresses critical vulnerabilities in the NAS by replacing existing outdated, antiquated equipment or facilities with new, updated equipment. Phase 1 moves the FAA towards more current technology and equipment that can serve as the backbone for, and is entirely interoperable with, a modernized NAS of the future.
- The second phase (**Phase 2**) evolves the capabilities of the NAS to prepare for the future, including the design and build of new Air Route Traffic Control Centers (**ARTCCs**) and a common automation platform to be fully integrated into up to six new ARTCCs. Phase 2 will be a comprehensive reinvention of the systems, services, and platforms that enable NAS operations and include new state-of-the-art facilities and a common automation platform, all deliverable at rapid speed with minimal interruption to service. The initiative seeks to leverage advanced and proven technologies to not only sustain but completely transform the NAS capabilities, ensuring the system can meet the evolving needs of airspace users now and for generations to come.

**Note:** Phase 2 does **not** form part of the base scope of services to be performed by the Integrator under the IAC, but the FAA reserves the right, at its option and in its absolute discretion, to issue Task Orders under the IAC in connection with Phase 2.

These two Phases encompass nearly all aspects of the FAA’s air traffic operations—including telecommunications, radio communications, surveillance, automation, and facilities. Overall, the Integrator will serve as a force multiplier (not a replacement) of FAA resources.

## **CHALLENGES = OPPORTUNITIES**

### **The Integrator’s Core Objectives & Mission (Integrator Objectives & Mission):**

1. **Safety First – Cornerstone of Modernization** - Safety is non-negotiable. The Integrator ensures that every element of BNATCS—from data management to frontline operations—upholds the highest safety standards for the traveling public.
2. **Time Urgency – 3.5 Years, No Excuses** - The Integrator must deliver transformational change across the NAS within three and one half (3.5) years. Logistics, phasing, deconfliction, and interoperability will be central to rapid deployment, with a mandate of **exceptional delivery**.
3. **Single Point of Accountability** - The Integrator embodies the “no excuses” model—responsible for ensuring **all components work, all the time, to a high standard**. Anticipating FAA needs and delivering proactive solutions are essential.
4. **Integration & Interoperability**- The Integrator must seamlessly introduce new systems into outdated facilities while ensuring interoperability across legacy and modern platforms.
5. **Criticality & Risk Prioritization** - Compensation will be tied to addressing the most critical risks and high-value components first, ensuring stability as modernization progresses.
6. **Build for the Future** - Beyond fixing today’s challenges, the Integrator must design for tomorrow: deploying technology that will be compatible with a **common automation platform** and will be scalable and capable of integration across future facilities for decades to come.
7. **Partnership with Labor** - Collaboration with the FAA’s skilled workforce is essential. The Integrator must operate with **communication, transparency, and respect**, ensuring the labor force is empowered in building the BNATCS.
8. **No Surprises – Risk Management** - The Integrator is responsible for eliminating uncontrolled risks and maintaining predictability by proactively managing and mitigating operational and technical challenges to ensure avoidance of cost overruns, delays, and technical obsolescence.
9. **Industry Partnership** - BNATCS will transform aviation. The Integrator is expected to propose innovative delivery models as authorized in the Accelerated Acquisition provisions in AMS to achieve full program scope.
10. **NEEDS** - meet the NEEDS of the FAA by delivering on the following without excuses, claims or surprises regardless of challenges & constraints:
  - meeting or exceeding: (i) BNATCS performance requirements to deliver operational benefit to the NAS and (ii) timelines and schedule while focusing on addressing critical needs first; and
  - deliver on budget all while maintaining and improving the safety, security, and efficiency of the NAS.

## 1.1 Background

The purpose of this Performance Work Statement (PWS) is to acquire the services of a qualified Integrator to lead, facilitate, and execute the FAA's Brand-New Air Traffic Control System. The Integrator will be responsible for coordinating and implementing a comprehensive set of activities to modernize the systems, services, and infrastructure that support NAS operations. This effort requires the application of advanced, emerging, and proven technologies to enhance system performance, eliminate outdated capabilities, and ensure seamless integration across the NAS—while maintaining operational safety, continuity, and efficiency. The Integrator's role is central to delivering a resilient and future-ready airspace system aligned with the FAA's long-term vision.

The Integrator will be responsible for executing all necessary efforts to deliver the BNATCS to meet the NEEDS of the FAA. This includes upgrading facilities, acquiring and deploying advanced technologies, managing integration across diverse systems, and coordinating with Stakeholders to deconflict parallel efforts across the NAS. All work must not compromise safety.

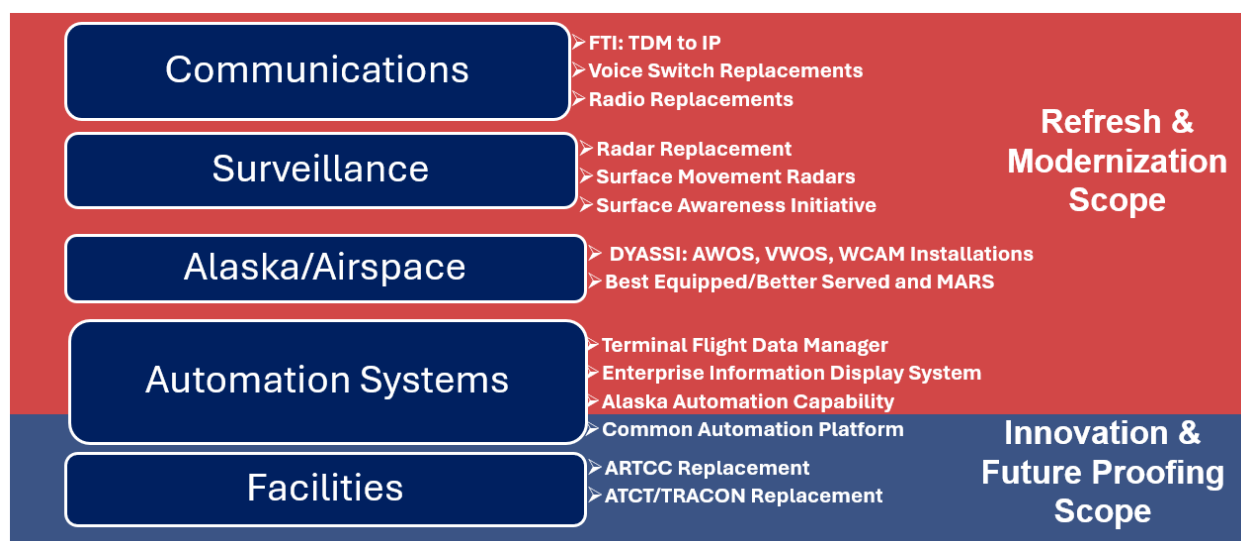
A core objective of the integrator contract is to increase NAS performance and reliability. The FAA will establish a baseline reliability for the current NAS to include impacts to the flying public (flight delays) as well as NAS equipment reliability. These metrics will serve as factors under the Award fee plan and evaluation of overall Integrator contract performance.

*The Integrator is envisioned as the prime contractor, systems architect, and conductor of industry, accountable for delivering a safe, modern, and interoperable ATC system in record time. This role is both technical (system integration) and managerial (risk, contracts, subcontractor coordination), and it represents a paradigm shift in how the FAA manages major infrastructure programs.*

The Integrator will play a central role in fulfilling the modernization initiative. Responsibilities include evaluating and applying innovative technologies, consolidating redundant capabilities, and designing integrated solutions that improve the safety, efficiency, and resilience of the NAS. These solutions must be modular, interoperable, and scalable, enabling integration with legacy infrastructure without unmanaged disruptions, and align with the FAA's long-term operational and technological vision for a dynamic, adaptable, and nationally harmonized airspace system.

The FAA seeks an Integrator capable of analyzing and applying current and emerging technologies to meet or exceed baseline requirements, while ensuring seamless integration with existing infrastructure—without compromising safety, performance, or operational continuity across the NAS. This effort must be viewed as an opportunity to streamline, modernize, and transform NAS operations.

## 1.2 Scope



This effort is across the two critical Phases. Phase 1 encompasses strategic equipment and technology refresh to serve as the backbone for modernization. Phase 2 is focused on the modernization, integration, and transformation of the services, systems, and platforms that enable operations within the NAS.

The Integrator will be responsible for the full execution of modernization activities, including upgrading infrastructure and facilities, acquiring and deploying advanced technologies, managing integration across diverse systems, and coordinating with internal and external Stakeholders to deconflict activities across the NAS. These efforts must be performed without disrupting ongoing airspace operations or compromising safety, performance, or continuity.

The scope includes, concurrent with rapid deployment and implementation, capability gap analysis, and discovery effort to assess the commercial marketplace and identify viable current and emerging technologies that meet or exceed current FAA baseline requirements to deliver a modern and future-proof NAS. Based on this assessment, the Integrator will plan, execute, and coordinate the programmatic functions necessary to deliver integrated, end-to-end solutions all as approved by the FAA. These functions include requirements analysis, system design, testing and validation, procurement, subcontractor and risk management, integration, sustainment, and post-acceptance operational and life-cycle maintenance support.

### 1.2.1 Modernization of Legacy NAS Infrastructure and Capabilities

The FAA's objective is to modernize and replace the aging NAS infrastructure and systems across key operational Workstreams, including communications, surveillance, automation, and facilities. This includes deploying, integrating and transitioning the work, which includes, but is not limited to:

- **Delivering Key Workstreams:**
  - **Communications:** telecommunications updating FAA's network from Time Division Multiplexing (TDM) to a fully modernized Internet Protocol (IP), upgrading legacy Voice over Internet Communication Enterprise (VoICE) switches, and upgrading radio communications from analog to digital.

- **Surveillance:** enhanced surveillance capabilities such as modern Surveillance Radars, Surface Awareness Initiative, and Surface Movement Radar systems.
- **Automation:** Modernize air traffic automation through upgrading the traffic management system in the NAS (Flow Management Data and Services), deploying electronic flight strips to replace paper flight strips (Terminal Flight Data Manager), establishing a brand new information display system (Enterprise Information Display System), and deploying technology that will be interoperable and capable in the future during Phase 2 to unify air traffic automation by implementing a Common Automation Platform (CAP) that integrates and consolidates multiple existing systems—such as Standard Terminal Automation Replacement System (STARS) and En Route Automation Modernization (ERAM). This effort establishes an orchestrated and cohesive automation backbone critical for the FAA’s modern air traffic control system.
- **Alaska / Airspace:** Additional efforts include enhancing capabilities for Alaska’s Flight Services through the Alaska Automation Capability (AAC) and integrating better weather in critical airspace with Automated Weather Observing Systems (AWOS), Visual Weather Observing Systems (VWOS), and weather cameras.
- **Facilities:** Where authorized by the FAA in Phase 2, without impacting safety, constructing the first new ARTCC in 60-years and up to five (5) additional ARTCCs (for a total of six (6)). In addition, the Integrator may construct the most cost- and time-efficient Terminal Radar Approach Control Facilities (TRACONs), Air Traffic Control Towers (ATCTs), unstaffed infrastructure, and Combined Control Facilities (CCFs) to enable deployment, integration, and operational support of these new and future technologies.
- **Integration and Seamless No Excuses Exceptional Delivery:** All components of the BNATCS must be executed without uncontrolled disruption to airspace operations and must ensure efficient delivery and system interoperability and integration between existing and new systems, as well as scalability, and alignment with the FAA’s long-term vision for a secure, efficient, and resilient NAS. The Integrator must ensure short-term and long-term systemwide integration seamlessly throughout the NAS.
- **Documentation:** All underlying documentation must be made available, be transparent, be shareable without limitation preventing any subcontractor lock and made available on an Open Book Basis (i.e., fully transparent).
- **Subcontractor Lock:** The Integrator is required to ensure that the terms of its subcontracts provide for efficient and seamless phase-out of subcontractors and, where applicable, Integrator Team Members.
- **Partnership with Labor:** The Integrator’s role will be a force multiplier and supportive to the FAA’s critical and highly skilled labor force. The Integrator will design and deliver a BNATCS with the FAA’s labor force as its core client and partner and will ensure that all Integrator roles and responsibilities will be back-trained and redundant through FAA internal capabilities to ensure knowledge and skills transfer, fortifying the safety and resiliency of the FAA and the NAS.

For each Workstream, the Integrator will be required to perform integration services as its primary obligation across the entirety of the BNATCS, along with the following: design, engineering, procurement, construction, management, installation, commissioning, maintenance, and/or operations. The FAA will indicate below the minimum components of the required Integrator Services.

## **1.2.2 Comprehensive Execution Approach for NAS Modernization**

The Integrator will develop and implement a comprehensive approach to execute the scope and objectives of the NAS modernization effort. The Integrator must define and/or manage the strategy, processes, tools, organizational structure, and resources necessary to deliver integrated solutions across all Workstreams—communications, surveillance, automation, Alaska airspace, and facilities. This approach must address program planning, Stakeholder coordination, risk and schedule management, acquisition and integration activities, supply chain management, testing, deployment, and sustainment. The execution strategy should reflect an understanding of FAA priorities and constraints, while ensuring flexibility, accountability, and alignment with the FAA’s long-term vision for a modern, resilient, and harmonized NAS.

## **1.3 Locations**

The Integrator’s key personnel must perform the work activities described in this RFS on-site at FAA facilities and remote equipment sites across the entire NAS as required and agreed with the FAA. The Integrator's Key Personnel must be available to meet with key FAA personnel where required by the FAA (e.g., FAA Headquarters).

## **1.4 Site Access**

The FAA will provide the Integrator with site access to FAA facilities for installation of equipment, preventative and corrective maintenance as approved by the FAA, and site surveys. Integrator and/or subcontractor personnel may be required to satisfy certain security requirements before they can be admitted to any FAA facility. The Integrator will maintain the sole risk and liability for failure to obtain site access and should assume as part of its site installation plans that it will need to have a dynamic contingency approach for site access issues, coupled with plans for redeployment, re-sequencing, and re-allocation based on the FAA’s operational necessity.

The Integrator must comply with site-specific physical security requirements, procedures, and processes for individual FAA facilities.

CDRL IMP-01 Generic Site Implementation Plan

CDRL IMP-02 Site Specific Implementation Plan

## **1.5 Site Documentation**

The FAA will provide the currently available site documentation (e.g., site drawings and building blueprints) to support the delivery of BNATCS services at FAA facilities. If the FAA performs a site survey, the FAA will provide the Integrator with the results. The Integrator must maintain the confidentiality of these documents in accordance with FAA Order 1600.75, Protecting Sensitive Unclassified Information (SUI).

### **1.5.1 Equipment Space**

When available, the FAA will provide space at FAA-provided service delivery locations for installation of Integrator-provided equipment. The availability of space for installation of Integrator-provided equipment will be determined by the FAA on a case-by-case basis. The amount and type of space available for use in on-site maintenance activities, equipment storage, and related purposes will also be determined by the FAA on a case-by-case basis. The Integrator may be required to store and/or stage its equipment in a temporary location due to space constraints and then relocate the equipment to its permanent location at a later date.

Upon request by the Integrator and subject to availability, the FAA will provide temporary workspace for Integrator personnel at FAA-provided services delivery locations. Workspace will generally be available

at ARTCCs, large TRACON facilities, and other large facilities as determined on an individual case basis. The workspace will include a desk and chair, telephone, and personal computer with connections to the FAA Local Area Network (**LAN**) and Wide Area Network (**WAN**), if required. Integrator personnel must adhere to all FAA orders and policies for the use of FAA computers and computer networks.

The Integrator's approach to equipment/personnel space must be addressed in the site implementation plans.

CDRL IMP-01 Generic Site Implementation Plan

CDRL IMP-02 Site Specific Implementation Plan

## **1.6 Project Timeline**

All work must be performed under an accelerated timeline that demands efficient, focused, and stepped delivery without sacrificing system integrity, safety, or operational reliability. The Integrator must ensure that all solutions are compatible with legacy and future infrastructure, enable smooth transitions, and eliminate redundant capabilities, while positioning the NAS to accommodate future technologies and evolving user needs. The Integrator must maintain schedules as specified in Section 2.8.1 of this document.

## **1.7 Overview**

The Integrator must provide quality technical, engineering, analytical, planning, construction, installation, maintenance, and operational support to achieve the requirements of this RFS. The Integrator must furnish and make available all personnel, supplies, equipment, materials, data, facilities, and services necessary to assist the FAA in accomplishing its mission.

As required by the FAA, the Integrator may be required to interface with system integration contractors, equipment manufacturers, airport personnel, various FAA and U.S. government and military organizations, and international organizations such as Eurocontrol and NAV Canada.

The Integrator's scope is outcome and performance-based, with the objective to deliver BNATCS to meet the NEEDS of the FAA. The Integrator will need to perform all work necessary to achieve such outcome and performance standard, including but not limited to the following:

- Stakeholder Management;
- System Integration;
- System Production;
- Facility Engineering;
- Construction Management;
- Risk Management;
- Accountability Reporting;
- System Engineering;
- System Deployment;
- Program Management;
- Contract Management; and

- Lifecycle Management.

## 2.0 General Tasks

The Integrator must coordinate with Stakeholders to ensure a common understanding of program acquisition and sustainment plans. The Integrator must provide program execution support to facilitate program-level decisions. In addition to, and concurrently with, executing on the Existing Rapid Delivery Scope procured by the FAA, the Integrator will be required to provide program management, procurement, design and engineering development, pre-development and site investigation work necessary to develop Task Order Proposals and upon approval of such Task Orders will be required to immediately implement and deploy its capabilities to performing the work required for each Task Order to complete the full Integrator Services within 40 months.

### 2.1 Stakeholder Management

The Integrator must provide comprehensive responsibility, oversight, management, coordination, and execution of NAS modernization activities across the entirety of the BNATCS, including the key Workstreams: surveillance, communications, automation, Alaska / airspace, and facilities. The Integrator must ensure all modernization efforts are aligned, interdependencies are identified and resolved, and delivery is cohesive and synchronized across all Workstreams.

This includes managing and coordinating a diverse Stakeholder landscape. The Integrator will engage with all necessary Stakeholders for the delivery and management of BNATCS, including but not limited to:

| Internal Stakeholders                                  | External Stakeholders  |
|--|--|
| FAA organizations and the Department of Transportation | Other federal agencies, including, but not limited to, the Department of Defense, Homeland Security, Energy, Environment, Justice, and Environmental Protection Agency |
| Program & Acquisition Offices                          | State and local governments, including airport authorities   |
| Engineering  | Industry partners, including, but not limited to, airlines, contractors, subcontractors, suppliers,  |
| Safety   | Existing Subcontractors  |
| Logistics & Depot functions                            |  |
| Operational units                                      |  |
| Union representatives                                  |  |

When necessary, and in coordination with the FAA, the Integrator must interface with, integrate, or build upon systems and efforts already underway. Therefore, effective cross-subcontractor collaboration, schedule synchronization, technical interface planning, and configuration control will be essential to successful delivery. All activities must support seamless integration into NAS operations, preserve operational safety and continuity, minimize service disruptions, and establish a foundation for future capability expansion.

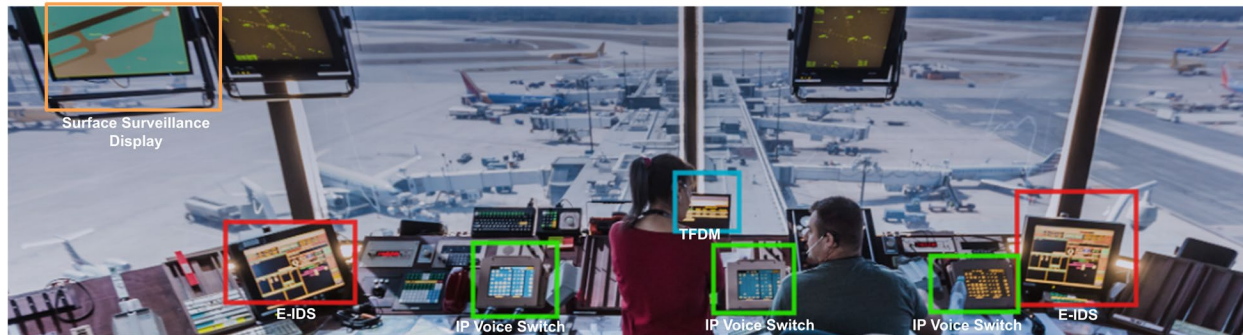


## 2.2 System Integration



### THE ROLE OF THE INTEGRATOR

ATC Systems Integration



The Integrator must ensure the seamless integration of systems, capabilities, and functionality into the NAS to enable air traffic controllers and operational personnel to access and utilize critical information required to perform their duties effectively.

The Integrator's role includes accountability for integration cost, schedule, and performance. This is a deliberate effort to avoid instances where fragmented contracts lead to delays, avoidance of critical issues, finger-pointing, and lack of ownership. The Integrator must ensure compatibility, interoperability, and modernization across 74,000+ pieces of equipment and multiple legacy systems.

The Integrator must manage physical and logical connections, interfaces, and coupling of new and existing systems, including systems and functionality already under FAA contract—ensuring data flows, interoperability, and real-time performance meet operational requirements. This integration must maintain the integrity, reliability, and availability of NAS services while supporting enhanced decision-making, situational awareness, and safety across all domains of air traffic operations and all in all respects meet the NEEDS of the FAA.

The Integrator must ensure the successful deployment and operation of all system elements of the BNATCS into the NAS. The Integrator must identify, track, and present integration issues, and coordinate with stakeholders to closure promptly. The Integrator must provide product and integration support to ensure interoperability between legacy systems and newly deployed capabilities

Where needed to meet the NEEDS of the FAA, the Integrator must perform all required work, including but not limited to the following activities:

- Develop system specifications to ensure the system will meet or exceed the requirements of the NAS, which will also be designed by the Integrator in partnership with the FAA to meet the NEEDS of the FAA;
- Monitor the design and development of interfaces between new and existing systems to ensure compatibility with the NAS;
- Ensure Interface Design Documents and Interface Control Documents are complete and accurately reflect system interface behavior;
- Review and provide recommendations on any changes, improvements, or deletions that are to be made to physical and/or functional systems, requirements, and/or services;

- Monitor and manage the installation, integration, and validation of the system to ensure that the system behaves as documented when integrated into the NAS, as required;
- Proactively identify System Integration issues, provide resolutions, and track to closure
- Provide technical assistance to ensure the successful integration of new and upgraded systems/networks into the NAS;
- Assist with documenting and maintaining NAS Change Proposals (NCPs), new product evaluations, and assist with security risk mitigation; and
- Manage project design teams on the development of adapters to support system interfaces.

### **2.2.1 Training**

The Integrator must implement and/or manage a comprehensive training program to ensure FAA employees and labor have the knowledge, skills, and abilities to operate and maintain the BNATCS. This program must include management and tracking of training to operate and maintain the BNATCS. Overall training development must include training course design guides, instructor guides, course materials, training labs, and other documents as required. Training materials will be approved by the FAA.

CDRL TR-01 Manuals / Instruction Books TR-01  
CDRL TR-02 Complete Course Materials TR-02

### **2.2.2 Implementation**

The Integrator, in construction terms, will be a “general contractor” leading a wide range of subcontractors, and technology providers, and must plan and execute a comprehensive implementation program that leads to successful installation, checkout, test, and government acceptance in an operational environment and ensure stable, improved, and optimized operations. The Integrator must ensure “everyone plays nice” and prevent subcontractor silos and finger-pointing. The Integrator will translate for its subcontractors the operational needs of controllers, pilots, and technicians into a comprehensive functional system. The Integrator must ensure continuity of NAS operations throughout the deployment process and ensure no unmanaged disruptions while maintaining system interoperability to support uninterrupted air traffic services and full mission capability upon activation. All controlled disruptions must be coordinated and managed with the FAA in a planned and organized way, ensuring FAA written approval before executing any controlled disruption.

Implementation tasks include, but are not limited to:

- Deconflict with other site activities to minimize disruption to existing facilities and maximize efficiency in delivery and cost.
- Stakeholder coordination;
- Site survey and site engineering design;
- Rapid permitting, governmental and regulatory approvals, innovation, and implementation;
- Site preparation and management activities;
- Installation, optimization, and checkout & commissioning;
- Supporting Site Acceptance Testing (SAT);
- Contractor Acceptance Inspection (CAI);
- Management and implementation of temporary systems to support redundancy and continuity;
- Quality Assurance and Quality Control;
- Site remediation activities;

- Removal and disposal of the legacy systems; and
- Operations and maintenance (where applicable).

Critical to the Integrator's responsibilities will be any necessary upgrades and integration of infrastructure, as well as deconflicting access at existing FAA facilities where new equipment and systems are installed and commissioned.

CDRL IMP-01 Generic Site Implementation Plan

CDRL IMP-02 Site Specific Implementation Plan

CDRL IMP-03 Engineering Drawings

## **2.3 System Production and Procurement**

The Integrator must plan, manage, deconflict, streamline, and rapidly execute the procurement of all equipment, services, and construction necessary to support NAS modernization, including both operational and support systems. This includes acquiring warranty coverage, site and depot spares, site consumables, specialized test equipment, and other support equipment essential for deployment, integration, and sustainment, and may include maintenance and operational providers, infrastructure as a service, and energy as a service. The Integrator will ensure that all procured packages meet or exceed FAA requirements and are delivered in strict compliance with project timelines, operational needs, and lifecycle support to ensure that the long-term operations and maintenance of the BNATCS are sustainable into the future.

When procuring packages, the Integrator must consider the following:

- Operational systems;
- Support systems and equipment;
- Warranty, site, and depot spares;
- Intellectual property rights;
- Long-term life-cycle costs;
- Integration with existing and new facilities;
- Modularity;
- Site consumables; and
- Specialized test equipment.

For new systems introduced to the NAS, the Integrator must, at a minimum:

- Review and/or produce system documentation for the First Article, or an acceptable equivalent, testing (at FAA's discretion) of the identified system elements at the factory, and production testing at FAA-identified test sites;
- Monitor the manufacturer's compliance with production specifications;
- Observe First Article, or an acceptable equivalent, testing, and production testing, as required by FAA; and
- Ensure ongoing interoperability, functionality, and complete continuity of service to meet the NEEDS of the FAA.

CDRL SE-07 System / Subsystem Specification

CDRL SE-08 Interface Control Document

CDRL SE-09 Software Version Description Document

## **2.4 Facility Engineering**

The Integrator must, in coordination with the FAA, conduct facility and site planning, design, and implementation for identified projects within the BNATCS. The Integrator must identify and analyze any issues that may impact each facility and recommend solutions.

The Integrator must perform the following:

- Coordination with necessary personnel to define the proper location for the system;
- Preparation, coordination, and tracking of NCPs needed to place the system at the facility;
- Produce for FAA approval, all drawings, plans, and documents required to install equipment or alter in any manner (e.g. exterior wall penetrations) an FAA facility
- Tracking of all facility action items to closure; and
- Maintenance of facility schedules.

CDRL IMP-01 Generic Site Implementation Plan  
CDRL IMP-02 Site Specific Implementation Plan  
CDRL IMP-03 Engineering Drawings

## **2.5 System Engineering**

The Integrator must, in coordination with the FAA, ensure the BNATCS meets functional and performance specifications, interface requirements, and cybersecurity requirements across the life of the contract. Throughout the life of the contract, the Integrator must provide engineering support, including but not limited to design, development, testing, and implementation of new capabilities as defined by the FAA. The Integrator must possess, maintain, and apply an in-depth understanding of industry standard reference architectures, the NAS Enterprise Architecture framework, and NAS subsystem functions and interfaces. The Integrator must lead monthly Technical Interchange Meetings with the FAA.

CDRL SE-05 Technical Interchange Meeting Package  
CDRL SE-06 Technical Interchange Meeting Minutes

### **2.5.1 Design Reviews**

When determined necessary by the FAA, the Integrator must provide project reviews, including, but not limited to:

- Requirement Reviews (**RRs**)
- Preliminary Design Review (**PDR**)
- Critical Design Review (**CDR**)
- Functional Configuration Audit (**FCA**) and Physical Configuration Audit (**PCA**)
- Test Readiness Review

The Integrator must obtain concurrence from the FAA on the format and content of any reviews deemed necessary.

CDRL SE-01 Preliminary Design Review (PDR)  
CDRL SE-02 Preliminary Design Review (PDR) Minutes

### **2.5.2 Requirements Management**

The Integrator must support the definition and analysis of functional and performance requirements for the BNATCS. BNATCS requirements will be submitted to the FAA. The Integrator must assess the completeness and accuracy of all requirements documents in the technical baselines and recommend improvements (including impact assessments, rationale, and justification). The Integrator must manage the implemented technical baseline. The Integrator must establish both out-put based performance requirements for its Integrator Services and technical requirements for its subcontractors to perform under Task Orders.

### **2.5.3 System Safety**

The Integrator must ensure that the BNATCS infrastructure and services comply with FAA system safety requirements as defined in FAA Order 8040.C, FAA Safety Risk Management Policy. As requested, the Integrator must provide data and documentation to support the FAA's safety system and hazard analyses that will be performed in accordance with the provisions of the Air Traffic Organization (ATO) Safety Management System (SMS) Manual.

As requested, the Integrator must participate in System Safety Panels conducted by the FAA to assess changes/modifications due to the implementation of BNATCS infrastructure and services. The Integrator must also anticipate future safety considerations for a BNATCS and propose modernized safety standards reflective of a completely transformed NAS.

During implementation and delivery of the BNATCS, the Integrator must ensure NAS safety requirements and standards are maintained. The Integrator must immediately remedy any degradation in safety.

### **2.5.4 System Efficiency**

The Integrator must ensure that the BNATCS infrastructure and services comply with FAA Order JO 7210.3: Facility Operation and Administration as amended. The Integrator must work to minimize delays where possible without compromising safety. In addition to enhancing efficiency, the BNATCS must support the management of a secure NAS.

### **2.5.5 System Security**

The Integrator must ensure (and cause its subcontractors to ensure) that all components of the BNATCS and any other federal information systems to be delivered implement cybersecurity measures that are integrated by design across the solution set, ensuring that all components work together securely and leverage the principles of zero trust, multi-factor authentication, and encryption. Without limiting the foregoing, the Integrator must deliver one or more Security Assessments in connection with BNATCS and any other federal information systems to be delivered (as required by NIST SP 800-53r5 (Recommended Security Controls for Federal Information Systems and Organizations) and one or more System Security Plans (SSPs) as set forth in Appendix A of NIST SP 800-18 (Guide to Developing Security Plans for Federal Information Systems), in each case applying the NIST Risk Management Framework (RMF) across all system elements during development. This includes planning, categorizing, selecting, implementing, and assessing security controls through security assessment reports, and ensuring each system achieves an Authority to Operate before Initial Operational Capability (IOC). To the extent the Integrator leverages cloud service providers as part of its design solution, it shall ensure such service offerings achieved the appropriate impact level under FedRAMP. As part of the security authorization process, the Integrator must prepare, submit, and coordinate all required documentation per

applicable standards and directives, including current FAA Order 1370.121, National Institute of Standards (NIST) Special Publications (SP), OMB Circulars, Executive Orders (EO), and Binding Operational Directives (BOD). The Integrator must ensure that continuous system security monitoring is implemented, and the integrated system can support a Continuous Authority to Operate (C-ATO) process.

The Integrator must remediate system vulnerabilities discovered during security assessments, continuous monitoring, incident response activities, or information system error handling per the schedule captured in the Plan of Action and Milestones (POA&M) (in accordance with Implementation Memorandum 2023-010A), findings, FAA policy, or direction from the FAA. Without limiting the foregoing, the FAA may determine, in its sole discretion, the appropriate Federal Information Processing Standard (FIPS) 199 categorization (Low, Medium, High) applicable to each component of the BNATCS. The Integrator must provide real-time data to the FAA to inform the FAA of vulnerabilities, and the methods used to identify and test new and/or additional vulnerabilities. The Integrator must report the status of vulnerabilities and remediation as required, in real-time and with visibility and transparency to the core FAA BNATCS Leadership Team. The Integrator must report any suspected cybersecurity breaches to the FAA Security Operations Center (SOC) within agreed-upon timeframes.

The Integrator must (and must cause its subcontractors to) (i) mitigate supply chain risk (as defined under DFARS 252.239-7018) (a) and (ii) ensure resiliency in the provision of supplies and services to the FAA.

The Integrator must ensure that all system elements, applications, and services delivered under the IAC comply with Federal cybersecurity requirements (including those set forth above), are secure by design, and undergo thorough testing before initial operations. Security testing, including, without limitation, dynamic and static code testing, shall be integrated into all phases of the system development life cycle (SDLC).

The Integrator must support FAA's execution of penetration testing that will use active techniques, tactics and procedures from threat intelligence, functional security testing, vulnerability testing, and risk assessments (based on threat modeling and threat intelligence) on the BNATCS infrastructure. The FAA and Integrator will define rules of engagement before the FAA conducts penetration testing and risk assessments. . The Integrator must implement all FAA-Integrator agreed-upon documentation updates resulting from security testing and risk assessment activities. The Integrator must assist the FAA with the assessment, response, and closure of POA&M findings. The Integrator's continuous monitoring and reporting must reflect the status of POA&M findings until they are fully resolved.

The integrator must ensure all security testing is performed following FAA Policy 1370.121 and NIST SPs, including but not limited to:

1. NIST SP 800-160 (Systems Security Engineering);
2. NIST SP 800-53 (Security and Privacy Controls);
3. NIST SP 800-115 (Technical Guide to Information Security Testing and Assessment); and
4. NIST RMF, including control assessment requirements.

CDRL SEC-02 System Security Plan (SSP)

CDRL SEC-03 System Characterization Document (SCD)

CDRL SEC-04 Security Incident Statistics and Performance Report

CDRL SEC-05 Security Incident Report

## 2.6 Test and Evaluation Support

The Integrator, in conjunction with the FAA, must manage the test and evaluation of the BNATCS. This support includes but may not be limited to:

- Development and/or review of test plans and procedures;
- Support planning and coordination of test activities;
- Observation and support of all aspects of formal and informal subcontractor-conducted testing to ensure that performance, interface, interoperability, and information security requirements are met and provide feedback on the test results to the FAA as requested; and
- Review of subcontractor-developed test reports and delivery of recommendations to the FAA as requested.

The Integrator's Test & Evaluation (T&E) program must be comprehensive to verify that the solution meets the critical performance requirements. The Integrator must develop a T&E program and test plan that includes detailed verification methods that trace each FAA requirement to its corresponding validation activity, demonstrating compliance through objective evidence such as existing documentation, test reports, analysis data, or certification artifacts.

The Integrator must obtain concurrence from the FAA on the format and content of any test documentation deemed necessary.

CDRL TE-01 Verification Requirements Traceability Matrix (VRTM)

CDRL TE-02 Test Procedure

CDRL TE-03 Test Report Reporting

### 2.6.1 Anomaly Report

The Integrator must manage a database of anomalies and present metrics on project anomalies as required by the FAA. The Integrator must track all anomalies found during design, analysis, test activities, and during operations, and present status of anomalies pending closure.

## 2.7 System Deployment

The Integrator must manage the coordination of subcontractors to deploy system elements of the BNATCS at FAA facilities. The Integrator must:

- Prepare, schedule, and support pre-briefings, site coordination telecons, Pre-Site Surveys and investigations, Site Surveys, training needs assessments, deconfliction strategies, and other coordination activities required to successfully deploy a system into an operational environment;
- Track and maintain the status of any action items that occur during the conduct of any implementation activities and provide temporary facilities necessary to ensure redundancy and continuity of service and safety;
- Coordinate with those regions, sectors and centers, including managing airport and airline (in coordination with the FAA) interfaces that may be affected by BNATCS deployment;
- Prepare and maintain an implementation plan for all projects within the BNATCS describing the activities of each implementation, detailed schedules and milestones necessary to track the progress of each implementation and serving as the core interface between all BNATCS subcontractors performing work at a location and across the system to ensure all components will work seamlessly together locationally and functionally;
- Prepare, review and provide comments on all Contract Data Requirements List (CDRL) item documents pertaining to implementation;

- Support the activities for the decommissioning and removal of equipment from each site, and disposal of the equipment in accordance with FAA disposal procedures; and
- Participate in design reviews and site inspections and participate in implementation working groups.

## **2.8 Program Management**

The Integrator must provide the overall management and administrative effort necessary for the BNATCS to ensure that the requirements of this RFS and the IAC are met or exceeded in order to meet the NEEDS of the FAA. The Integrator must include provisions for technical and administrative planning, organization, coordination, resource allocation, and risk management. The Integrator must track program progress utilizing established metrics and share the metric and related data with the FAA in real-time through a dashboard that will be updated daily and through the conduct of Progress Management Reviews (PMRs) and Technical Interchange Meetings (TIMs).

The Integrator must develop a “Digital Command Center” that will serve as a centralized hub that brings together project information, schedule risk alerts, field updates, and contract status, facilitating immediate decision-making across FAA business areas.

The Integrator must provide a full range of program management support to the FAA. The Integrator must provide support to all projects within the BNATCS in the development and maintenance of schedules, process flow charts, Memorandums of Understanding/Agreements, and plans necessary to monitor and control each project. This support must include, but is not limited to:

- Coordinating with the appropriate FAA organizations, regions, sector offices, the FAA Logistics Center, the FAA Academy, and/or the William J. Hughes Technical Center;
- Leading team meetings, working groups, program reviews, senior level status reviews, and team building exercises;
- Engaging independent quality management teams with a duty of care to the FAA;
- Tracking and processing of actions and resolutions
- Tracking identified risks and documenting potential work-around and/or resolution
- Tracking existing program configurations, issues and status; and
- Providing support for the development of project memos, presentations, handouts, status charts, and position papers.

The Integrator must manage the project/program schedule(s), program performance, risks, quality control, warranties, subcontracts, data, and provide the FAA with transparency of all NAS modernization efforts that satisfies the FAA’s objectives, while still ensuring that the FAA maintains its ability to control the NAS and step in where needed for emergency or safety events.

CDRL PM-01 Monthly Status Report (MSR)

CDRL PM-02 Contract Fund Status Report

CDRL PM-03 Integrated Master Schedule (IMS)

CDRL PM-04 Program Management Review (PMR) Package

CDRL PM-05 Agenda, Briefings, Action Item List and Meeting Minutes

### **2.8.1 Schedule Management**

The Integrator must develop, implement, manage to, update, and maintain an Integrated Master Schedule (IMS) by logically integrating detailed program activities. The schedule must contain the planned events and milestones, exit criteria, and their dependencies from contract award to the completion of the IAC.



All contract schedule information delivered or presented at program reviews must originate from the IMS and must contain all critical events, predecessors' and successors' events, and their dependencies. The IMS must detail the Step 2 Milestones and Step 3 Milestones and the overlap and critical path method interdependencies between each of the deliverables. The IMS must also identify key time periods for FAA responses and reviews, all of which will be subject to FAA's approval.

The Integrator must obtain concurrence from the FAA on the format and content of IMS.

Essential to the success of the BNATCS is the timing for phasing of the Integrator's Services, as various components of the BNATCS are interdependent on the timely and proper completion and coordination of other components. Accordingly, the IMS must illustrate the overlap and phasing intended for each Workstream and Task Order to ensure that work is only required to be completed once, and all systems are fully integrated and interoperable both forwards and backwards (where necessary) upon installation and commissioning.

## CDRL PM-03 Integrated Master Schedule

### **2.8.2 Risk Management**

The Integrator must prepare, implement, and maintain a cost, technical and schedule risk management process which includes risk identification, assignment of risk categories, risk mitigation planning, mitigation plan implementation, corrective action, tracking of compliance, reporting of status and planning for risk abatement.

The Integrator must utilize the risk management process for:

- Identification and documentation of moderate and high-risk items for each risk assessment area to be presented during management reviews.
- Identification and implementation of risk handling approaches and track over time each moderate and high-risk item.
- Documentation of risk issues that have been successfully resolved and scheduling each open item into the program schedule.
- Development of mitigation plans to identify the recommended critical path for contract completion and the appropriate risk handling approach to lower the level of uncertainty identified.
- Recommendation of decision points in terms of cost, schedule, and performance objectives to facilitate management and technical control.

Core to the Integrator's work will be proactive anticipation and management of expected and unexpected risks and challenges, system co-dependencies and phasing complexities.

### **2.8.3 Data Management**

The Integrator must have a comprehensive approach to data management across the entirety of the BNATCS and, when necessary, must negotiate the necessary data rights for the FAA.

The Integrator must track delivery of and manage copies of CDRLs including those from subcontractors. The Integrator must coordinate with the FAA to ensure that all CDRLs are reviewed promptly.

The Integrator must provide all manuals, instruction books, or any other documentation identified by the FAA to operate and maintain the BNATCS.

All underlying documentation must be made available, be transparent, and be shareable without limitation, maximally preventing any subcontractor lock and must be flowed down to all subcontractors at

every tier, and FAA must be a direct beneficiary of such rights whether or not the FAA is in privity with such subcontractors.

#### **2.8.4 Quality Assurance**

When necessary, the Integrator must provide Quality Assurance and Quality Control across the entire Integrator Services, including support at BNATCS installation locations and must manage Quality Assurance activities at factory locations and test locations for each system developed.

The Integrator must ensure that an independent third-party Quality Assurance Manager performs the following Quality Assurance activities and performs Quality Control activities for its own work, including, but not limited to:

- Development of quality requirements for new system acquisitions;
- Performance of evaluations during site surveys and installations to assist the FAA in determining contractor responsibility;
- Evaluation, management and awarding of subcontract proposals in the area of Quality Assurance;
- Monitoring of performance in the area of Quality Assurance;
- Development of rationale to support the acceptance or rejection of acquired systems, equipment and material in accordance with the system contract;
- Management of a Quality Assurance and Quality Control program facility implementation and installation; and
- Establishment and maintenance of a documented Quality Assurance program as a means of assuring compliance with all contract requirements.

#### **2.8.5 Configuration Management**

The Integrator must perform configuration management to ensure that functional and physical characteristics of the BNATCs configuration items meet the requirements during all phases of the system's life cycle. The Integrator must review all specifications, contracts and statements of work to ensure requirements are properly and accurately documented in all contract configuration management related data requirements. The Integrator must provide technical documentation of the system product baseline.

The Integrator must provide project configuration management support as follows:

- Coordinate the accumulation of data configuration, cost, schedule, technical and operational impacts of proposed changes;
- Review and manage NCPs for impact on assigned projects, develop change summaries and make recommendations;
- Review configuration changes, provide assessment of cost and schedule impact of such changes, and recommend when formal change proposals are required;
- Collate data for formal changes; generate case files in the FAA status system, and follow-up resolutions of outstanding comments; and
- Provide support for Configuration Control Boards (CCB).

The Integrator's CM program must ensure management of all proposed and implemented changes to hardware, software, firmware, processes and documentation, and service-related components of the service.

The Integrator must establish a Configuration Management (CM) practice for the control of all elements of the system, including hardware, software, firmware, documentation, test equipment, space, physical

media, and physical parts for the life of the contract. The Integrator must establish a product baseline to define the configuration of the system components of the BNTACS with a demonstrated capability to satisfy the FAA's performance requirements. The Integrator must provide technical documentation of the system product baseline using engineering data.

## **2.8.6 Reporting and Meeting Support**

The Integrator must provide technical and/or program management support to program meetings outlined in this document through regularly occurring Program Management Reviews (**PMR**). The FAA and Integrator will mutually agree to PMR schedule. PMR topics include but are not limited to:

- Assessment of Integrator performance against metrics;
- Assessment of performance trends and the need for upgrades/modifications of the underlining service architecture;
- Assessment of anomaly reports; and
- Financial Review.

The Integrator must participate in TIMs. The FAA and Integrator will mutually agree on whether the TIM will be held.

The required personnel representing the Integrator must participate and have the requisite knowledge, skills, and experience to discuss the topics identified in the meeting agenda and/or charter. The Integrator must coordinate the schedule of meetings with required participants, issue calendar invitations, prepare agendas, participation materials, meeting minutes, and action items to support the conduct of the meeting.

In addition to PMRs and TIMs, the Integrator must support other less formal coordination meetings with the FAA as deemed appropriate by both the FAA and Integrator.

CDRL PM-04 Program Management Review (PMR) Package  
CDRL SE-05 Technical Interchange Meeting (TIM) Package  
CDRL SE-06 Technical Interchange Meeting (TIM) Minutes

## **2.9 Financial and Contract Management**

The Integrator must plan, budget, schedule, and control resources allocated to meet requirements of the contract. The Integrator must maintain detailed cost and schedule status of work progress on the contract and procedures for planning work, controlling costs, measuring performance, and generating timely and reliable information. The Integrator must document and track the expenditure of all obligated funds associated with the contract against each contract line item and sub-line item. The Integrator acknowledges that there are finite resources to deliver a BNATCS, and efficient management of these resources to budgets and best value negotiated contracts with outcomes-based performance incentives will be essential to an on-time and on-budget delivery of the BNATCS.

The Integrator must obtain concurrence from the FAA on the format and content of any financial tracking / status documentation deemed necessary.

CDRL PM-02 Contract Fund Status Report

### **2.9.1 Acquisition Strategy**

The Integrator must assess, develop, and manage comprehensive acquisition strategies and contractual mechanisms to support the full lifecycle of NAS modernization – from concept through deployment,

transition to operations, and sustainment. This includes providing advisory support and strategic planning early in the lifecycle to ensure procurement activities are synchronized with technical needs, operational readiness, and long-term FAA objectives. The Integrator must also ensure that design and engineering contractors are coordinating with installation, implementation, construction and operations / maintenance providers and FAA personnel to ensure there are the appropriate Stakeholder inputs, constructability reviews and life cycle / operational considerations when designing a package of work for acquisition.

The Integrator will be responsible for coordinating with FAA acquisition offices and program Stakeholders in providing recommendations concerning current and future acquisition requirements, developing procurement strategies, and assisting in the creation of acquisition packages, including cost estimates, schedules, statements of work, and technical evaluation criteria. The Integrator must support activities required to solicit, evaluate, award, and manage contracts—whether for systems, services, facilities, or integration efforts—ensuring all efforts are timely, cost-effective, and technically aligned.

As modernization solutions transition from deployment (F&E-funded) to operations and sustainment (OPS-funded), the Integrator must provide recommendations and planning support to facilitate a smooth and risk-mitigated handoff. This includes sustainment planning, subcontractor transition strategies, and defining the scope and structure of future acquisition activities necessary to maintain performance, supportability, and cost efficiency.

### **2.9.2 Subcontract Management**

The Integrator must provide the appropriate program management and project control necessary to manage the issued subcontracts, so that subcontract cost, schedule and quality requirements are continually tracked, status is appropriately communicated to the FAA, and the task order is performed successfully. The Integrator must ensure there is an alignment of interest between the Integrator and the subcontractors and contractors delivering the Workstreams. The Integrator can propose an alliance contracting model for designer, engineer, subcontractor and contractor management, to share risks across all key Stakeholders and ensure that the Integrator's delivery partners are properly incentivized by profiting only upon achieving exceptional delivery and performance of critical improvements to the NAS, on time and with no excuses. As part of the IAC, FAA will include certain required key contract provisions that must be flowed down to the subcontractors and contractors focused on performance delivery and alignment of interest.

The Integrator must identify technical performance measures (TPMs) for new subcontracts, if applicable, and manage TPMs under the Existing Rapid Delivery Scope. The Integrator must develop proper incentives to mitigate cost-overruns and change orders by creating an alignment of interest with subcontractors to achieve efficient outcomes from a cost and delivery perspective

The Integrator must seek FAA approval prior to awarding contracts in excess of [\$10,000,000].

### **2.10 Lifecycle Management**

The contractor must provide maintenance and sustainment, performance monitoring, and upgrades to ensure the continued operation of the systems until responsibility is transferred to the FAA. This support must include timely issue resolution, technical troubleshooting, system diagnostics, and coordination with higher-level engineering resources as needed to ensure continued system performance, reliability, and operational readiness.

CDRL SM-02 Maintenance Plan

## **2.11 Performance Monitoring**

Once operational, the Integrator must ensure that the performance of the BNATCS continues to meet requirements. The Integrator must ensure that proper FAA personnel (e.g., First level, Second level technical operations) are informed when the performance of any system element of the BNATCS is outside of tolerance. The Integrator must ensure technical instructions and tools are available to troubleshoot and remedy all system faults, failures, and anomalies.

## **2.12 Integrated Logistic Support**

The Integrator must support sustainment engineering activities for all systems in BNATCS. The Integrator must:

- Identify system components reaching end-of-life or end-of-service dates;
- Identify and quantify the projected need for system components required to sustain current systems;
- Identify and quantify projected shortfalls in system component availability or service life; and
- Identify technological opportunities that may provide alternatives for sustainment engineering.

The Integrator must establish a comprehensive, end-to-end logistics and sustainment methodology to support the deployment, operation, and lifecycle maintenance of the BNATCS. The Integrator must provide development and delivery of all activities necessary to support the system —ensuring operational readiness, maintainability, and long-term system performance. This includes:

- Spares provisioning;
- Maintenance planning;
- Operational and repair manuals, e.g., technical instruction books;
- FAA Second-level engineering transition plan;
- FAA Depot transition plan;
- Training and course conduct (site level maintenance technicians, second level engineering, and depot level repair);
- Provide support systems, warranty/site/depot spares, site consumables, specialized test equipment, and support equipment; and
- Provide data rights for FAA repair capabilities and to fully enable FAA to have full competition for the procurement of sustainment spares.

## **3.0 Specific Tasks**

### **3.1 Governance**

The Integrator's CEO must participate in a BNATCS Executive Steering Committee and Executive Working Group as provided by the BNATCS Executive Steering Committee Charter. In place of the Joint Resources Council, the FAA will govern the BNATCS effort through an Executive Steering Committee supported by an Executive Working Group, which will also include representation from the Integrator's senior program management team. The Executive Steering Committee will be chaired by the Secretary of Transportation's designee and the Integrator must have *ex officio* roles on the Executive Steering Committee and the Executive Working Group. The Executive Steering Committee will make recommendations to the Administrator for their final decisions regarding the BNATCS.

## **3.2 Analysis and Planning**

### **3.2.1 Gap Analysis and Operationalization**

The Integrator must conduct a comprehensive gap analysis across all proposed Workstreams and modernization activities to identify program specific limitations to meeting the objectives of the BNATCS that are not identified in Section A Attachment 1. This analysis must include, but is not limited to, operational performance, human factors, safety, security, environmental compliance, and interoperability standards. Beyond identifying and documenting implementation limitations, the Integrator must develop actionable plans to realize operational outcomes.

CDRL PM-07 Program Limitation Gap Analysis

### **3.2.2 Sustainment and Transition Planning for Modernized NAS Capabilities**

Establish and execute a comprehensive sustainment and transition strategy to ensure long-term viability, supportability, and operational readiness of modernized NAS systems. The Integrator will develop plans to transition new capabilities from implementation to sustained operations, including documentation, training, logistics, maintenance, and technical support. The approach must also address lifecycle management, maintenance, system updates, performance monitoring, and continuous improvement. All transition activities must ensure no unmanaged disruption to NAS operations.

The Integrator must:

- Identify system components reaching end-of-life or end-of-service dates
- Identify and quantify the projected need for system components required to sustain current systems
- Identify and quantify projected shortfalls in system component availability or service life
- Identify technological opportunities that may provide alternatives for sustainment engineering

The Integrator must have a plan to ensure that all integrated systems not only work with legacy NAS components but also will work when future technologies and systems become operational.

CDRL PM-06 Sustainment and Transition Strategy Plan

CDRL SM-02 Maintenance Plan

## **3.3 NAS Optimization and Modernization**

The Integrator must ensure the objectives of this RFS are met by providing solutions and mitigations to the limitations and challenges identified in Section A Attachment 1 and CDRL PM-07 Program Limitation Gap Analysis. The Integrator must define performance scope and cost and enter into task order agreements with the necessary subcontractors to meet or exceed the timelines defined in Attachment J-4. The Integrator must closely collaborate with the FAA and existing contractors. The Integrator's award fees will be based on the success of resolving these limitations

## **3.4 NAS Evolution**

Phase 2 of the BNATCS is to construct new air traffic control facilities such as ARTCCs and replacement of ATCTs, and to implement a modern CAP.

As noted above, Phase 2 does not form part of the base Phase 1 scope of services to be performed by the Integrator under the IAC, but the FAA reserve the right, at its option and in its absolute discretion, to issue Task Orders under the IAC in connection with Phase 2.

### **3.4.1 Facilities**

At FAA's request and option (in its sole discretion) during Phase 2, the Integrator must plan, coordinate, and execute the recapitalization and consolidation of FAA ATC facilities to support the evolving operational, technological, and safety requirements of the NAS. This effort includes planning, design, construction, electronics installation, testing, commissioning, maintenance, and disposition—of facilities such as ARTCCs, Terminal Facilities, which may consist of TRACON facilities, as well as ATCTs, and/or CCFs.

New facilities need to be standardized and capitalized on economies of scale. For example, FAA requires that all new ARTCCs be identical in essence building one ARTCC six times. Offerors in accordance with Section B must propose optimal site features for an ARTCC and must review FAA's site location map to suggest several potential new ARTCC sites which should consider availability of supporting infrastructure, including water and power, along with minimizing interruption to existing FAA labor and maximizing opportunities for labor opportunities across the network. The FAA is open to creative solutions for ARTCC deployment leveraging the capabilities of the private sector (including data-center development expertise and necessity) to both minimize the cost and time for delivery and address the needs and concerns of the FAA labor community.

The Integrator must ensure that all facilities are designed and constructed with a forward-looking approach that anticipates future aviation needs, emerging technologies, and evolving operational demands. Facility designs should incorporate modular and flexible layouts to accommodate technological upgrades, expanded mission requirements, and scalable operational configurations.

The Integrator may propose innovative delivery models that ensure price, scope and schedule certainty as well as long-term life cycle and maintenance services, including, but not limited to design-build, progressive design-build, and construction manager at risk for the facilities work. The FAA also welcomes comprehensive innovative delivery solutions, including infrastructure as a service approach that includes a single integrated contract with a subcontractor for design, construction, operations and/or maintenance. Any innovative delivery approach must ensure that FAA retains all title ownership to such assets and retains the right to step-in or terminate for convenience such arrangements at all times based on operational necessity.

### **3.4.2 Automation**

The Integrator must develop and deploy technology that can be compatible with a robust, modular CAP to be designed during Phase 2 to enable continuous transformation and modernization of air traffic services across NAS. Such technology must integrate with a platform that will embody a modular, service-based architecture that ensures interoperability, scalability, and resilience, thereby enhancing safety, operational efficiency, and adaptability within increasingly complex and multi-domain airspace environments.

During Phase 2, CAP is expected to serve as the foundation for integrating current operational domains—terminal, en route, and potentially oceanic, while supporting seamless interfacing with legacy systems such as surveillance systems, Airport Surface Detection Equipment—Model X (ASDE-X), System Wide Information Management (SWIM), and flow management tools including Flow Management Data and Services/Traffic Flow Management System, and Time-Based Flow Management (TBFM). At the same time, the solution will enable rapid incorporation of future capabilities driven by evolving NAS modernization initiatives.

Ultimately, CAP is critical for delivering a unified, enterprise-wide automation infrastructure, reducing system fragmentation, accelerating technology upgrades, improving cybersecurity posture, and supporting the FAA's vision for a data-centric, modernized air traffic control system.

**Key features for a CAP include:**

- **Automation Integration** – unified common automation platform;
- **Data-Centric Operations** – Break down stovepipes and share information across systems;
- **Training & Workforce Adaptation** – Standardized interfaces to reduce retraining burdens;
- **Operational Realities** – Controllers highlighted current system inefficiencies, these should be addressed in any CAP;
- **Human Factors** – Controller stress and workload as key design criteria;
- **Cloud & Service-Based Architecture** – Modular, layered solutions for agility;
- **Industry Reimagining Role** – FAA asking for new capabilities, not replicas; and
- **Scale of Transition** – Massive challenge to replace fragmented legacy systems – forward and backward-looking capabilities will be critical, along with phasing with the new ARTCCs.



| Program Workstream | Facilities                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Surveillance               |  |  |  |  |  |  |  |  |  | Communications |  |  |  |  |  | Alaska |  |  |                      | Other |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |                           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Infrastructure |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | AWOS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | AAC |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | WMOS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Weather Camera |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Tower Simulator System |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  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- Automated Weather Observing System (AWOS)
- Enterprise Common Operational Consoles
- Enterprise Information Display System (E-IDS)
- Flow Management Data and Services (FMDS)
- Future Flight Services - Alaska Automation Capability (AAC)
- Next Generation Very High Frequency (VHF) and Ultra High Frequency (UHF) Air-to-Ground (A/G) Communications (NEXCOM)
- Surface Awareness Initiative (SAI)
- Terminal Flight Data Manager (TFDM)
- Terminal Radar Approach Control (TRACON) Consolidation
- Time-Division Multiplexing to Internet Protocol (TDM-to-IP) Migration
- Tower Simulation System (TSS)
- Visual Weather Observation System (VWOS)
- VoICE Communications Systems (VCS)

Section A – Performance Work Statement (The Role of the Integrator)

Attachment 2

ABBREVIATIONS AND DEFINITIONS

**Abbreviations**

|        |   |
|--------|---|
| AAC    | Alaska Automation Capability  |
| ACAs   | Associate Contractor Agreements   |
| AMS    | Acquisition Management System   |
| ARTCCs | Air Route Traffic Control Centers   |
| ATC    | Air Traffic Control   |
| ATCT   | Air Traffic Control Tower   |
| ATO    | Air Traffic Organization or Authority to Operate, as the context requires |
| AWOS   | Automated Weather Observing Systems                                       |
| BNATCS | Brand New Air Traffic Control System                                      |
| BOD    | Binding Operational Objectives  |
| C-ATO  | Continuous Authority to Operate   |
| CAI    | Contractor Acceptance Inspection  |
| CAP    | Common Automation Platform  |
| CCB    | Configuration Control Boards  |
| CCF    | Combined Control Facility   |
| CDR    | Critical Design Review  |
| CDRL   | Contract Data Requirements List   |
| CLIN   | Contract line-item number   |
| CM     | Configuration Management  |
| CY     | Contract year   |
| DOE    | Department of Education   |
| DOJ    | Department of Justice   |
| DOT    | Department of Transportation  |
| EIDS   | Enterprise Information Display System                                     |
| EO     | Executive Order   |
| EPA    | Environmental Protection Agency   |
| ERAM   | En Route Automation Modernization   |
| FCA    | Functional Configuration Audit  |
| IAC    | Integrator Accountability Contract  |
| ICB    | Individual Case Basis   |
| IDS    | Information Display Systems   |
| IMS    | Integrated Master Scheule   |
| IOC    | Initial Operational Capability  |
| IP     | Internet Protocol   |
| FAA    | Federal Aviation Administration   |
| FCA    | Functional Configuration Audit  |

|        |  |
|--------|--|
| FIPS   | Federal Information Processing Standard                          |
| FMDS   | Flow Management Data and Services                                |
| FTI    | FAA Telecommunications Infrastructure                            |
| LAN    | Local Area Network   |
| NAS    | National Airspace System   |
| NCP    | NAS Change Proposal  |
| NEEDS  | No Excuses Exceptional Delivery Standard                         |
| NIST   | National Institute of Standards                                  |
| PCA    | Physical Configuration Audit                                     |
| PDR    | Preliminary Design Review  |
| PMR    | Progress Management Review                                       |
| POA&M  | Plan of Action and Milestone                                     |
| POP    | Period of Performance  |
| PWS    | Performance Work Statement                                       |
| QA     | Quality Assurance  |
| QC     | Quality Control  |
| RFS    | Request for Solutions  |
| RMF    | Risk Management Framework  |
| RR     | Requirement Reviews  |
| SAT    | Site Acceptance Testing  |
| SDLC   | System Development Life Cycle                                    |
| SMS    | Safety Management System   |
| SOC    | Security Operations Center                                       |
| SP     | Special Publications   |
| SSPs   | System Security Plans  |
| STARS  | Standard Terminal Automation Replacement System                  |
| SUI    | FAA Order 1600.75, Protecting Sensitive Unclassified Information |
| T&E    | Test & Evaluation  |
| TDM    | Time Division Multiplexing                                       |
| TFDM   | Terminal Flight Data Manager                                     |
| TFMS   | Traffic Flow Management  |
| TIM    | Technical Interchange Meeting                                    |
| TPM    | Technical Performance Measure                                    |
| TRACON | Terminal Radar Approach Control Facilities                       |
| VoICE  | Voice over Internet Communication Enterprise                     |
| VWOS   | Visual Weather Observing Systems                                 |
| WAN    | Wide Area Network  |

## **Definitions**

**Associate Contractor Agreements** are agreements between contractors working on government contracts or projects that specify requirements for them to share information, data, technical knowledge, expertise, or resources.

**Award Fees** means performance-based fees agreed between the FAA and the Integrator that will be paid to the Integrator under the IAC where the Integrator achieves a predetermined objective criteria in accordance with the Award Fee Plan approved by FAA.

**Award Fee Plan** means the plan included in the IAC, which includes, among other things:

- (a) the amount of Award Fees;
- (b) evaluation periods;
- (c) the structure for payment of the Award Fees;
- (d) a performance regime; and
- (e) a detailed criteria for earning the Award Fees.

Refer Attachment 1 (*Award Fees*) of Section B.

**Best Value Best Delivery** means, based on the evaluation of all Proposals, the Offeror whose Proposal is judged by the FAA to represent the best value and best delivery for the FAA.

**Brand New Air Traffic Control System** means a brand-new air traffic control system that meets the requirements and achieves all the stated objectives in this RFS and delivers all CLINs identified in Form-J-4 of the Appendix. Refer Section 1.0 (*A Historic Generational Opportunity*) of Section A.

**Contracting Officer** is defined in G.2 of Section G of the Appendix to the RFS.

**Contractor** means the Integrator.

**Contractor Line Item Number** means a unique identifier assigned to a specific item or service within the FAA.

**Common Automation Platform** means a common automation platform that enable continuous transformation and modernization of air traffic services across the NAS. Refer Section 3.4.2 (*Automation*) of Section A.

**Data Warehouse** means the documents and information included in the Appendix to the RFS.

**Direct Agreement** means a direct agreement between a Subcontractor, the Integrator and the FAA which will include provisions providing (1) the FAA with a right to step-in under such Subcontract; and (2) the FAA with a right (but not an obligation) to assume the rights and obligations of the Integrator under the Subcontract if the FAA terminates the IAC.

**Down-selected Offeror** means each Offeror that is invited to enter into best and final offer negotiations with the FAA.

**Existing Contracts** means contracts entered into between FAA and Existing Vendors related to delivery of the BNATCS including those identified in the Data Warehouse and all others as the FAA may identify.

**Existing Vendors** means entities engaged by the FAA under Existing Contracts.

**Fixed Rapid Delivery Scope** Task Orders identified as “Subject to Firm Pricing” in Form [B.] that will be immediately delivered upon execution of the IAC.

**General Conditions** means the costs associated with the management, administration, and site-related infrastructure necessary to complete the BNATC.

**Good Cause** means circumstances beyond the Integrator's reasonable control to justify an individual named as Key Personnel being replaced, including death, disability, incapacity, retirement, or voluntary or involuntary termination of employment, as described in the IAC term Sheet.

**Implementation and Risk Elimination Plan** is the Integrator's plan addressing each of the requirements in Section B, Element 3.2 of this RFS submitted as part of the Proposal as will be modified and agreed under the IAC.

**Integrator** means the FAA's counterparty to the IAC.

**Integrator Defaults** means including, but not limited to:

- (a) Persistent breach of the performance standards in the IAC;
- (b) Noncompliance deductions exceed a certain amount during a three-month or six-month period;
- (c) Failure to achieve a milestone by a Milestone Deadline;
- (d) Failure to deliver and maintain required security;
- (e) Failure to deliver and maintain required insurance;
- (f) The Integrator or any Integrator Team Member becoming a "prohibited person";
- (g) Bankruptcy of Integrator, Integrator Team Member or guarantors;
- (h) Failure to comply with safety requirements; and
- (i) Any other material breach.

If the FAA terminates the IAC for Integrator Default the damages claimable by FAA will include, but not be limited to, all prior Award Fees paid.

**Integrator Objectives & Mission** means Safety First – Cornerstone of Modernization; Time Urgency – 3.5 Years, No Excuses; Single Point of Accountability; Integration & Interoperability; Criticality & Risk Prioritization; Build for the Future; Partnership with Labor; No Surprises – Risk Management; Industry Partnership; NEEDS. Refer Section 1.0 (*A Historic Generational Opportunity*) of Section A.

**Integrator Services** Means all services required of the Integrator throughout the term of the IAC, including overall BNATCS wide design / engineering, phasing, planning and Task Order development, negotiating, and integration / deconflicting, program management, interface management, risk strategy and elimination, developing permitting strategies, Stakeholder management, proposing options and strategies for ongoing operations and maintenance after delivery, and all other related or necessary services and work required to deliver the BNATCS fulfilling the Integrator Objectives & Mission to meet the FAA's NEEDS.

For clarity, Integrator Services are programmatic wide and the overall resource needed to achieve the Integrator Objectives & Mission and the FAA's NEEDS, and are not the incremental individual Task Order resources needed for pure Subcontractor or Existing Vendor implementation and execution work which is described further under Section 1.11 (Integration Implementation Services).,

**Integrator Team Member** means each entity that is a member of an Offeror.

**Key Personnel** means the Integrator's personnel filling each of the following positions:

- (a) BNATCS Program President;
- (b) BNATCS Executive Vice President;
- (c) Lead System Integration Engineer & NEEDS Enforcement Officer;
- (d) Lead Acquisitions Manager;

- (e) Lead Surveillance Systems Manager;
- (f) Lead Facilities Manager;
- (g) Lead Automation Systems Manager;
- (h) Lead Voice Communications Manager;
- (i) Lead Telecommunications Manager; and
- (j) Lead Alaska / Airspace Manager.

**Milestone Deadline** means a deadline for achieving a particular milestone in the Milestone Schedule included in the IAC. Milestones should be broken down by timing for execution of a Task Order for each Workstream, along with completion of each CLIN within such Task Order.

**Milestone Schedule** means the milestone schedule to be agreed between the FAA and the Integrator included in the IAC based on the form of Attachment 2 of Section B.

**Milestone Target Date** means a target date for achieving a milestone in the Milestone Schedule included in the IAC.

**No Excuses Exceptional Delivery Standard** means delivering on the following without excuses, claims or surprises regardless of challenges & constraints:

- (a) meeting or exceeding: (i) BNATC performance requirements to deliver operational benefit to the NAS and (ii) timelines and schedule while focusing on addressing critical needs first; and
- (b) deliver on budget all while maintaining and improving the safety, security, and efficiency of the NAS.

Refer Section 1.0 (*A Historic Generational Opportunity*) of Section A.

**Offeror** means each entity or team of entities that submits a response to the RFS.

**Offeror Team Member** means each entity that legally comprises the Offeror. **Open Book Basis** means providing information in a fully transparent manner so as to allow FAA to review all underlying assumptions and data associated with the issue in question, including, but not limited to, assumptions and data as to costs of the work or services, profit, mark-up, margin, schedule, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowances, contingency and indirect costs, risk pricing, discount rates, interest rates, inflation and deflation rates, insurance rates, bonding rates, letter of credit fees, overhead, and other items reasonably required by FAA to satisfy itself as to the reasonableness, accuracy and validity of the amounts and issues being considered.

**Partnering Facilitator** means the independent facilitator engaged by the Integrator, and approved by FAA, as described in the IAC term Sheet.

**Period of Performance** is defined in F.4 of Section F of the Appendix to the RFS.

**Phase 1** means the first phase in modernizing the NAS by addressing critical vulnerabilities in the NAS by replacing existing outdated, antiquated equipment or facilities with new, updated equipment. Section Refer 1.0 (*A Historic Generational Opportunity*) of Section A.

**Phase 2** means the second phase in modernizing the NAS involves evolving the capabilities of the NAS to prepare for the future, including the design and build of new ARTCCs and a common automation platform to be fully integrated into the new ARTCCs through a No Excuses Exceptional Delivery Standard. Refer Section 1.0 (*A Historic Generational Opportunity*) of Section A.

**Proposal** means an Offeror's proposal in response to this RFS.

**Proposal Submission Deadline** means 4:00 pm EDT on September 21, 2025.

**Proposal Validity Period** means 365 calendar days from the Proposal Submission Deadline.

**Selected Offeror** means the Offeror that is determined by the FAA as having the best value best delivery Proposal.

**Screening Information Request** or **SIR** is interchangeable with “RFS”, “Request for Solutions”, or “solicitation”.

**Solicitation** is interchangeable with “RFS”, “Request for Solutions”, “Screening Information Request”, or “SIR”.

**Stakeholder** means, but is not limited to, each of the following:

| <b>Internal Stakeholders</b>                           | <b>External Stakeholders</b>   |
|--|--|
| FAA organizations and the Department of Transportation | Other federal agencies, including, but not limited to, the Department of Defense, Homeland Security, Energy, Environment, Justice, and Environmental Protection Agency |
| Program & Acquisition Offices                          | State and local governments, including airport authorities   |
| Engineering  | Industry partners, including, but not limited to, airlines, contractors, subcontractors, suppliers,  |
| Safety   | Existing Subcontractors  |
| Logistics & Depot functions                            |  |
| Operational units                                      |  |
| Union representatives                                  |  |

**Step 1** means the process under this RFS to select an Integrator that will be a partner to the FAA, its labor-force and the aviation industry that demonstrates an unparalleled capability, expertise, and approach to full, safe and rapid delivery, integration, interoperability, innovation and modernization of a BNATCS to meet the NEEDS of the FAA.

**Step 2** means (i) both managing and enhancing delivery and seamless integration of Existing Subcontractors on day-one which are identified in the Data Warehouse while (ii) simultaneously preparing, planning and executing, managing and integrating future Task Orders for the Integrator led workstreams for delivery of the BNATCS

**Step 3** means the Integrator executing the design, planning, construction, installation, implementation, commissioning, testing, and integration work required under subcontractor Task Orders.

**Step 4** means the Integrator executing Task Orders that include operations or maintenance services upon completion of Step 3 for such Task Order or a related Task Order.

**Subcontract** means any subcontract, vendor agreement, supply agreement, professional services agreement, or any other agreement or contract entered into directly by the Integrator and a third-party to deliver the BNATCS (excluding an ACA).

**Subcontractor** means any person, entity or firm that enters into a Subcontract.

**Sub-Workstream** means specific work items within each Workstream, as set out in the Appendix to the RFS.

**Task Order** means a distinct package of work to be delivered by the Integrator under the IAC.

**Task Order Costs** means the amount(s) payable with respect to the actual delivery of the work to be delivered or performed under a Task Order.

**Task Order Proposal** means the Integrator's proposal to the FAA with respect to a Task Order.

**Term Sheet** means the document included in Section D (*IAC Term Sheet*) summarizing the key terms that will be included in the IAC.

**Work Product** means an Offeror's Proposal, as well as any additional material prepared by an Offeror and delivered to the FAA prior to selection of the Selected Offeror.

**Workstream** means each of communication, surveillance, automation systems, facilities, and Alaska/airspace.



**SECTION B**  
**OFFEROR INSTRUCTIONS**  
**Table of Contents**

|   |           |
|---|-----------|
| <b>B.1 How Will BNATCS Be Delivered? .....</b>  | <b>3</b>  |
| B.1.1 Volume Submissions and Projected Acquisition Milestones.....                          | 4         |
| B.1.2 Proposal Delivery Instructions .....  | 6         |
| B.1.3 Alternate Proposals .....   | 6         |
| B.1.4 Format Instructions .....   | 6         |
| B.1.5 Proposal Revisions .....  | 7         |
| <b>B.2 Volume I – Technical .....</b>   | <b>8</b>  |
| B.2.1 Written Technical Proposal.....   | 8         |
| B.2.1.1 Intent of Request for Solutions Approach.....                                       | 8         |
| B.2.1.2 Factor 1: Team Capability and Business Model .....                                  | 9         |
| B.2.1.3 Factor 2: Acquisition Systems and Strategy .....                                    | 11        |
| B.2.1.4 Factor 3: Systems Integration Approach.....   | 12        |
| B.2.1.5 Factor 4: Oral Presentations .....  | 14        |
| <b>B.3 Volume II – Cost/Price.....</b>  | <b>14</b> |
| B.3.1 General Cost / Price Proposal Description.....  | 16        |
| B.3.2 Cost/Price Proposal Organization & Formatting Requirements .....                      | 18        |
| B.3.2.1 Part A -- Cost/Price Model (MS Excel file).....                                     | 18        |
| B.3.2.2 Part B – Estimating Methodology and Supporting Documentation.....                   | 19        |
| B.3.2.3 Part C - Basis of Estimates (All CLINs and SubCLINs) .....                          | 20        |
| B.3.2.4 Part D - Exceptions, Assumptions, Deviations and Contingencies.....                 | 20        |
| <b>B.4 Volume III – Past Performance .....</b>  | <b>21</b> |
| <b>B.5 Volume IV – Proposal and Other Documents .....</b>                                   | <b>21</b> |
| B.5.1 SF 33 .....   | 21        |
| B.5.2 Appendix 1.K - Representations, Certifications and Other Statements of Offerors ..... | 22        |
| B.5.3 Invoices .....  | 22        |

---

## Section B – Offeror Instructions

|   |           |
|---|-----------|
| B.5.4 Required Offeror Financial Information .....  | 22        |
| B.5.4.1 Financial Statements .....  | 22        |
| B.5.4.2 Other Required Information .....  | 23        |
| B.5.5 Guarantors .....  | 23        |
| <b>B.6 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE<br/>(JULY 2019) .....</b> | <b>24</b> |
| <b>B.7 Clauses and Provisions Incorporated in Full Text.....</b>                            | <b>24</b> |
| <b>B.8 GENERAL INFORMATION REQUIRED TO PREPARE PROPOSALS.....</b>                           | <b>25</b> |
| B.8.1 Proposal Costs .....  | 25        |
| B.8.1.1 Responsibility for All Proposal Costs .....   | 25        |
| B.8.1.2 Stipend Agreement.....  | 26        |
| B.8.2 Communications and RFS Questions.....   | 26        |
| B.8.2.1 RFS Questions.....  | 26        |
| B.8.2.2 Communications with Offerors.....   | 27        |
| B.8.3 General Information Required to Prepare Proposals.....                                | 27        |

## **B.1 How Will Brand New Air Traffic Control System (BNATCS) Be Delivered?**

**Step 1** – As illustrated on the below graphic, this Request for Solution (RFS) which is delivered under the FAA’s Accelerated Acquisitions section of the Acquisition Management System (AMS), is the first step (**Step 1**) of delivering the BNATCS for Americans and the traveling public. Step 1 is designed to select an Integrator in accordance with Section C that will be a partner to the FAA, its labor-force and the aviation industry that demonstrates an unparalleled capability, expertise, and approach to full, safe and rapid delivery, integration, interoperability, innovation and modernization of a BNATCS to meet the NEEDS of the FAA.

**Step 2** – Immediately following execution of the IAC, during the second step (**Step 2**) the Integrator will have a hybrid role (i) both managing and enhancing delivery and seamless integration of Existing Subcontractors identified in the Data Warehouse on day-one while (ii) simultaneously preparing, planning and executing, managing and integrating future Task Orders for the Integrator led Workstreams.

- **Fixed Rapid Delivery Scope** - As part of this RFS, Offerors are required in accordance with this Section B to provide a fully committed ceiling price, schedule and scope for certain Task Orders identified as “Subject to Firm Pricing” in Appendix 1.J.5 that will be immediately delivered upon execution of the IAC (**Fixed Rapid Delivery Scope**).
- **Negotiated Scope** - For all other Task Orders (**Negotiated Rapid Delivery Scope**), the IAC provides an efficient process for the Integrator to design, develop and negotiate the schedule, technical solution, and price iteratively and collaboratively with the FAA in accordance with a Milestone Schedule to be developed by the Offeror in the form of Appendix 1.J.9.
- **Off-Ramp** - To the extent the Integrator and FAA fail to reach agreement on any Task Order, or the Integrator fails to timely or properly meet any requirements for a Task Order, FAA under the IAC may either de-scope such Task Order from the Integrator, assesses non-compliance deductions, or award such Task Order or the IAC to the next highest ranked Offeror and terminate the Integrator under the IAC. In such circumstance the FAA reserves the right to enter into a new IAC with the next highest ranked Offeror during the Proposal Validity Period.

**Step 3** – The Integrator’s remaining design, planning, construction, installation, implementation, commissioning, testing, and integration work required under a Task Order will commence the third step of the delivery of the BNATCS for such scope of work (**Step 3**). The expectation is that Step 3 will be dynamic in that the Fixed Rapid Delivery Scope will commence Step 3 promptly following execution of the IAC and the Negotiated Rapid Delivery Scope will enter Step 3 upon execution of a Task Order as negotiated throughout the Period of Performance.

**Step 4** – Once the Integrator’s work under a Task Order is fully integrated and interoperable into the NAS, such work may (in FAA’s discretion) either be transitioned to FAA in a specified guaranteed condition for FAA to take responsibility for its operations and maintenance or enter into Step 4, where the applicable Task Order includes operations or maintenance services by the Integrator. All operational or

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## Section B – Offeror Instructions

maintenance work must be delivered to meet the NEEDS of the FAA and ensure that the Integrator's Objectives & Mission are accomplished.

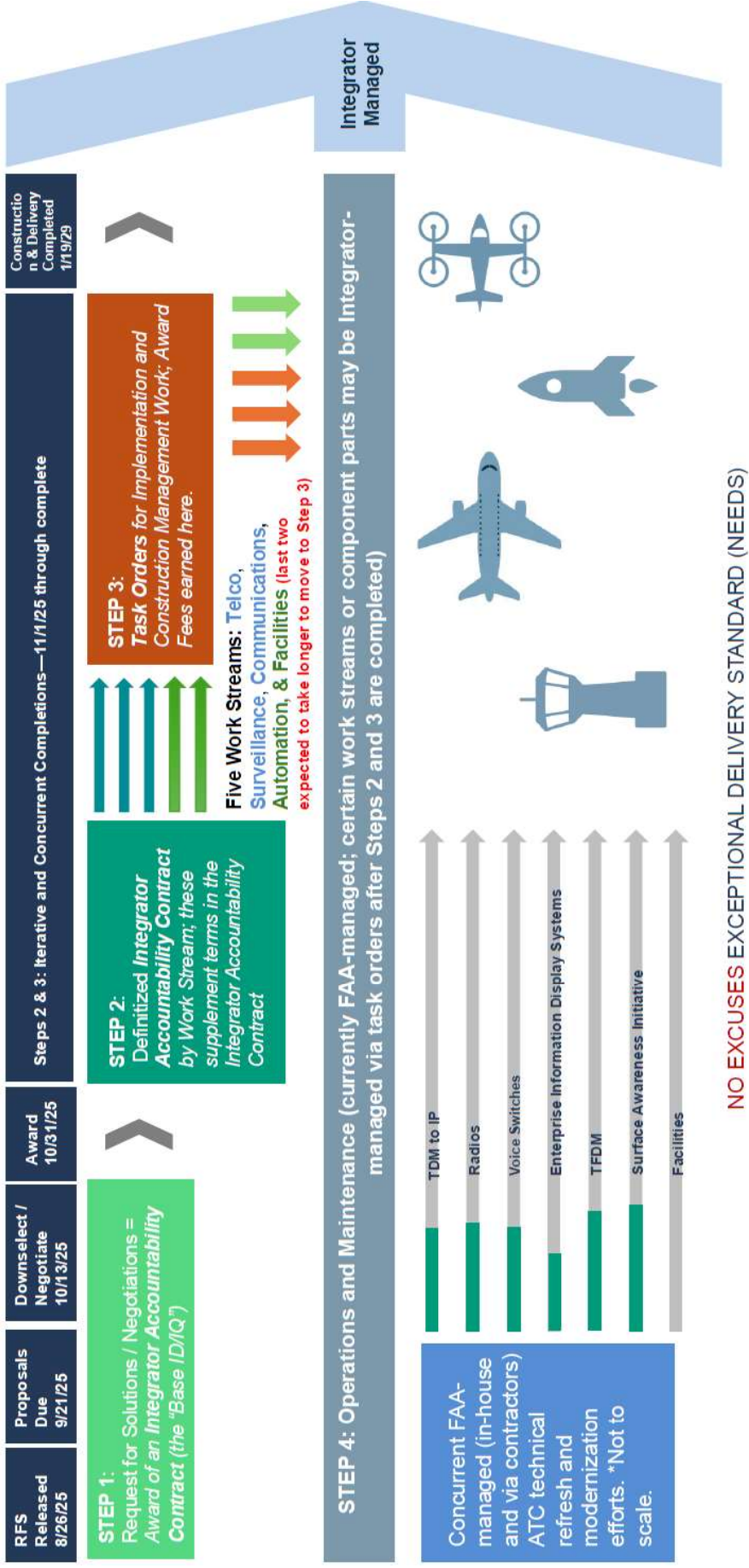
### B.1.1 Volume Submissions and Projected Acquisition Milestones

To implement Step 1 described above, the following procurement milestones are provided for information purposes only and are subject to change by the FAA in its discretion.

| ACTIVITY   | DATE   |
|--|--|
| <b>RFS Release</b>   | August 28, 2025  |
| <b>Submit Intent to Propose</b>  | September 5, 2025  |
| <b>RFS Rolling Q&amp;A Schedule</b><br><i>Offerors may submit questions on a rolling-basis during the RFS to Deadline</i><br><br>per Section B.8.2.1   | <ul style="list-style-type: none"><li>• FAA intends to provide responses to properly submitted questions submitted on a rolling-basis each of:<br/>September 9, 2025</li><li>• September 16, 2025</li><li>• September 19, 2025</li></ul> |
| <b>Optional one-on-one meetings</b><br><i>(Meetings held in FAA sole discretion)</i><br>per Section B.8.2.1  | Weeks of either: <ul style="list-style-type: none"><li>• September 8, 2025, or</li><li>• September 15, 2025</li></ul>  |
| <b>Deadline for Offerors' RFS Questions and Discrepancy Notification</b> per Section B.8.2.1   | 4:00 pm EDT on September 12, 2025  |
| <b>Proposal Submission Deadline:</b><br><br><b>Volume I – Technical</b><br><b>Volume II – Cost/Price</b><br><b>Volume III – Past Performance</b><br><b>Volume IV – Other Documents</b>   | 4:00 pm EDT on September 21, 2025  |
| <b>Down-select &amp; Best and Final Offer Negotiation Process</b>  | Week of October 13, 2025 – Week of October 27, 2025  |
| <b>Planned Award Date</b>  | On or around October 31, 2025  |
| <b>Only Offerors who sign an Intent to Propose attached to this Section B, Attachment 5 shall be permitted access to the Data Warehouse and receive responses to the Q&amp;A.</b><br><br><b><u>See Section B.8.2.1 for all rules and points of contact for communications.</u></b> |  |



# HYBRID INTEGRATOR PROCUREMENT & IMPLEMENTATION



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## Section B – Offeror Instructions

### B.1.2 Proposal Delivery Instructions

Offerors are fully responsible for ensuring that Proposals and questions are submitted in accordance with the schedule above to the following address:

Federal Aviation Administration

BrandNewATCSys~~tem~~@faa.gov

Proposal and questions delivery after the appointed time will not be accepted.

### B.1.3 Alternate Proposals

No alternate proposals will be accepted. The FAA reserves the right to award a contract based on initial submittals received. Therefore, each Proposal should contain the Offeror's best terms from a price and technical standpoint. An objection to any of the terms and conditions of this RFS may constitute an exception, which may make the proposal unacceptable.

### B.1.4 Format Instructions

Offerors must furnish the Proposal in four (4) separate volumes:

| Volume Number | Volume Title     |
|---------------|------------------|
| <b>I</b>      | Technical        |
| <b>II</b>     | Cost/Price       |
| <b>III</b>    | Past Performance |
| <b>IV</b>     | Other Documents  |

Electronic copies, including the Cost Model, must be compatible with Microsoft Office 365. The electronic copies must be provided to the point of contact listed in Section B.1.2, with file names that are consistent with the structure of the Proposal. Electronic copies must be print ready in accordance with the instructions below.

Paper size must be 8-1/2 by 11-inch. The font must be 12 point (with the exception of pre-printed product literature). 10 point font is acceptable for tables, charts, and graphics. Each page must have at least 1" margins on each side of the page. Proposals must not exceed the page limitations set forth in Table 1 below. If page limits are exceeded, those pages in excess of the number allowed may be disregarded and not evaluated. All pages of each part must be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable; this information and only this information may be included as headers and footers in the 1" margin space. Offerors must not cross-reference other volumes of the Proposal.

A Cover Page, Table of Contents, Glossary of Terms, and Index may be included but will not be evaluated and will not be included as part of the page count. 1 page Resumes, 2-page letters of commitment and the oral presentation will not be included as part of the page count.

In the event of any conflicts between the Offeror's prices described within its Cost Model and the

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## Section B – Offeror Instructions

remainder of its Cost/ Price Volume, the Cost Model will take precedence. The Offeror must provide a certification that the prices proposed and the total proposed price contained in the electronic version of the Proposal is exactly the same as the electronic version provided within the Offeror's Cost Model and that it is true and correct and will not be modified post-award without the express written request of FAA.

In order for the technical proposal to be evaluated strictly on the merit of the material submitted no price information may be included in Volume I. Proposals that do not comply may be rejected

Additionally, electronic submissions of the Volume II Cost/Price must be submitted with the FAA provided Cost Model with all imbedded functionality still enabled.

Offerors should assume that the FAA has no prior knowledge of their proposed solutions, capabilities, or experiences and that the FAA will base its evaluation solely on the information presented in their Proposals. Accordingly, an emphasis on plain English Proposals that follow the order and format and directly address the requests/requirements of this RFS is the standard.

Offerors must submit Proposals containing information that is viable, substantiated, achievable and realistic. The Selected Offeror's Proposal as modified by the FAA will form part of the IAC and Offerors should expect to be held accountable to the NEEDS of the FAA.

**Table 1: Proposal Volumes**

| Volume     | Volume Title               | Page Limit  |
|------------|----------------------------|-------------|
| <b>I</b>   | Written Technical Proposal | <b>125</b>  |
| <b>II</b>  | Cost/Price                 | <b>None</b> |
| <b>III</b> | Past Performance           | <b>None</b> |
| <b>IV</b>  | Other Documents            | <b>None</b> |

### **B.1.5 Proposal Revisions**

Proposal modifications are limited to those modifications required to address FAA communications where such amendment is requested or as part of a best and final offer process. In response to FAA communications, Offerors must limit modifications to their Proposals to the pertinent Proposal sections and the subjects of the communications. If change pages are required, except for the Cost Model, the Offeror must indicate the changes exactly and must not exceed the total page count listed for the original Proposal, as set forth herein. Instructions will be issued with any RFS amendment regarding any effect to total page count of the Proposals affected. Any information provided by the Offeror outside the scope of the Communication Item or the RFS amendment will not be used in the evaluation.

The FAA may correct administrative errors, such as mathematical errors or inaccurate cross references. In this event, the FAA will notify the Offeror of the change and may afford the Offeror an opportunity to submit a corrected Proposal.



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## Section B – Offeror Instructions

### B.2 Volume I – Technical

Offerors are instructed to provide information for each of the sections described below in the Technical Proposal. Offerors must fully substantiate an approach that is sound, complete, valid and achievable; demonstrate an understanding of the requirements, and address all requirements of the Technical Proposal.

#### B.2.1 Written Technical Proposal

The Technical Proposal must describe how the Offeror will perform the efforts required by the Performance Work Statement and the Term Sheet. The Technical Proposal must consist of the Offeror's proposed approach for addressing the technical and support aspects of the acquisition. It should indicate the Offeror's capabilities, staffing and technical approach and the means to be used to satisfy the requirements of the RFS in its entirety. It will be evaluated in accordance with Section C and it should be specific and complete in detail. The Proposal must provide a straightforward explanation of what it is the Offeror will do to satisfy all requirements of the RFS.

##### B.2.1.1 Intent of Request for Solutions Approach

As part of Proposal responses Offerors are requested to be responsive to the unique nature of this procurement issued as a "Request for Solutions" to intentionally afford the latitude, creativity and flexibility to Offerors to propose effective approaches and delivery methods for efficiently and safely achieving the Integrator Objectives & Mission and all other requirements in this RFS.

This is not a routine Performance Work Statement (PWS). Offerors must, where needed to effectively achieve the required outcomes, propose approaches to achieving the intended outcomes of this RFS regardless of whether these are traditional FAA approaches.

Accordingly, Offerors should view any specific mandatory requirements as minimum standards, and should, where offering best value and best delivery to the FAA, propose solutions that FAA may have not considered or expressly stated to achieve the required outcomes stated in this RFS.

***\*\*Note to Offerors - The FAA is not encouraging novelty for novelty's sake, but is emphasizing the importance of innovation or creativity where necessary, effective, achievable and appropriate to delivering the requirements of this RFS.\*\****

***Phase 1 vs Phase 2:*** Offerors are reminded that as explained in Section A, Phase 2 does **not** form part of the base scope of services to be performed by the Integrator under the IAC, although the FAA reserves the right, at its option and in its absolute discretion, to issue Task Orders under the IAC in connection with Phase 2. Accordingly, Offerors should focus their efforts and Proposal on Phase 1, but are welcome to include approaches, orders of magnitude pricing and strategies for Phase 2 and critically how their solutions and approach to implementing Phase 1 will facilitate, integrate, and interoperate with the seamless and efficient delivery of Phase 2.

**Maximizing Competition Clause** - An Offeror must not enter into an exclusivity arrangement with any Team Member or Subcontractor that is a supplier of equipment or components necessary for BNATCS, which would unreasonably or unfairly restrict the availability for such supply, equipment or components



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## Section B – Offeror Instructions

for there to be fair and open competition under the RFS. To the extent an Offeror requires confirmation whether any Team Member or Subcontractor might violate this requirement, such Offeror is encouraged to submit a confidential question to FAA.

### **B.2.1.2 Factor 1: Team Capability and Business Model**

**Offerors must describe the following elements:**

**Element 1.1 Past Experience and Knowledge in Major Acquisitions** – Experience and knowledge in major acquisitions, through multiple examples – both as a provider and a customer – to include outcomes, lessons learned, risks and opportunities, and translating those lessons learned into actionable approaches for the BNATCS. Submit specific examples where Offeror has:

- **Single-Point-of-Contact** - Been a single-point of responsibility across various common verticals and managing large quantities of interrelated Subcontractors or Existing Vendors (whether or not in aviation) to guarantee an extraordinarily high-level of performance and explain how this experience has prepared the Offeror to have a likelihood for success in guaranteeing and achieving the FAA's NEEDS and the Integrator's Mission & Objectives;
- **Large-Scale / Complex** - Has experience with large-scale, complex, multi-asset and multi-dimensional program management implementation across several lines of business; and
- **Performance Based** - Has experience and proven success with performance based contracting guaranteeing specified outcomes for large-scale complex infrastructure projects.

**Element 1.2 Organizational Structure** – Composition of the Offeror's organizational structure, including all relevant teams, executives, and subcontractors, will interact with FAA counterparts and how the Offeror will ensure appropriate access to FAA counterparts and proper authorities to execute the mission with sufficient priority access to resources. Describe how your structure is suited to fulfill the requirements of this RFS, including addressing the following considerations:

- Composition of Integrator if more than one Team Member and the role of each Team Member, with an explanation of which Team Member will be the lead for the purpose of managing the Integrator and interfacing with FAA;
- Key Subcontractors identified by the Offeror in its proposal, including its independent cost estimator and quality assurance manager described in Section 4.2 of the Term Sheet;
- Senior executive direct day-to-day involvement;
- Independence and objectivity of subject matter experts; and
- Resolving issues at the lowest level of the organization.

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## Section B – Offeror Instructions

**Element 1.3 Key Personnel** – How the Offeror's proposed Key Personnel will benefit the BNATCS, particularly in achieving the Integrator Objectives & Mission.

- Using Attachment 2 to this Section B, **Offerors are encouraged to propose as many Key Personnel as they see fit to achieve the requirements in this RFS**, and at a minimum include the positions outlined in Attachment 2 and below.
- Proposals should ensure that there are Subject Matter Experts (SME) leading each respective Workstream with Offerors senior most project managers across all Workstreams possessing a strong capability in communications, vision, and leadership to manage the BNATCS delivery.
- This includes Offeror's Key Personnel and proposed team have the appropriate experience to lead complex integration efforts and clearly maps the organizational structure to the job descriptions of the Key Personnel explaining roles, functions, duties, and why/how each Key Personnel is prepared and capable of achieving the requirements in this RFS.

Key Personnel must include at a minimum:

- 1) BNATCS President
- 2) BNATCS Executive Vice President
- 3) Lead System Integration Engineer & NEEDS Enforcement Officer
- 4) Lead Acquisitions Manager
- 5) Lead Surveillance Systems Manager
- 6) Lead Facilities Manager
- 7) Lead Automation Systems Manager
- 8) Lead Voice Communications Manager
- 9) Lead Telecommunications Manager
- 10) Lead Alaska/Airspace Manager

In connection with the Term Sheet's Sections 3.6 and 3.7, the Offer shall also include the required retention and exceptional performance bonus for such Key Personnel in its Award Fee Plan, and a proposed list of at least two potential Partnering Facilitators.

The FAA reserves the right to add or remove mandatory Key Personnel positions at any time.

This section must also explain the availability of individual and Key Personnel to be 100% dedicated and focused on the BNATCS, with signed certifications supporting such level of commitment.

\*Offerors are encouraged to review the Term Sheet's expectations regarding liquidated damages and bonuses for Key Personnel commitments.\*

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## Section B – Offeror Instructions

**Element 1.4 Communication Strategy** – How the Offeror will manage messaging and communications both internally and externally and detail how the Offeror’s strategy will address politically sensitive issues, how Subcontractor and Existing Vendor’s communications will be managed or coordinated (as applicable), and how synchronization with the FAA’s Office of Communications will be handled. Offerors must provide a strategy and protocol that ensures that the Key stakeholders are engaged where appropriate for critical decision making and that the NEEDS of the FAA are met at all times.

**Element 1.5 Accounting and Collaborative Tools** – How the Offeror will track expenditures and utilize collaborative and transparent tools that the FAA can directly access. Identify and describe the financial accounting approach and specific accounting system functionality that will ensure the FAA can maintain financial oversight on an Open Book Basis over the BNATCS program.

Offerors should include their overall approach to negotiating Task Orders on a fully transparent and Open Book Basis to maximize best value and best delivery for each Subcontractor across the BNATCS.

**Element 1.6 Decision Analysis and Resolutions** – How the Offeror’s work processes, workflows, and forums enable efficient consideration of a wide array of stakeholder interests and how the Offeror integrates those pieces of information into a logical outcome. Describe the approach to determine long versus short term costs and benefits of various BNATCS solutions, how internal and external disputes will be avoided (including on whether the Offeror proposes use of a non-binding disputes review board) and resolved, and how/when work should be accelerated, decelerated, and suspended.

**Element 1.7 Protection From Conflicts of Interest** – How the Offeror will comply with the organizational conflict of interest requirements in this RFS (See Appendix 1.H.25) and guard against conflicts of interest throughout internal and external (i.e. subcontractors) business units to include current or proposed protections in place within the business units and tools which are currently being utilized to mitigate the risk of data leakage across company business lines.

The Offeror must detail current and/or proposed protections and demonstrate a clear understanding of information control, the seriousness of separation of business units and the overall mitigation plan to eliminate conflicts of interest that the FAA determines cannot be mitigated.

### **B.2.1.3 Factor 2: Acquisition Systems and Strategy**

The Offeror must describe the following elements:

**Element 2.1 Approach to Acquisitions** – It’s approach to acquisition and subcontracting strategy in a way that will maximally align the interests of all parties; how the offeror will approach competition and single-source circumstances; which contract types are appropriate across the various work streams of the RFS.

In its approach to acquisitions, the Offeror must explain how it will limit subcontractor/product lock and preserve the FAA’s future flexibility in acquisition choices or subcontractor transition.

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## Section B – Offeror Instructions

**Element 2.2 Approach to Collaborating with the FAA to Establish Requirements, Schedules, Goals, and Priorities** – Its approach to collaborating with the FAA to establish requirements, schedules, goals, and priorities, as well as how it intends to collaborate with the FAA to implement system elements of the BNATCS. The Offeror’s approach must demonstrate a realistic and practical way to integrate FAA involvement in sourcing and other key decisions that impact the NAS. As part of this element, each Offeror must:

- (a) Address how it will deliver an efficient approach to scoping, pricing and proposing Task Orders in accordance with the Milestone Schedule for Step 2 and then rapidly deliver such Task Orders once approved by FAA during Step 3;
- (b) Provide a clear approach to achieving the Integrator Objectives & Mission described in Section A;
- (c) Provide its plan for coordinating with FAA labor to ensure the BNATCS is built for its end-users both of today and the future; and
- (d) Provide an explanation to its approach for prioritizing the most critical infrastructure first, while managing the practical realities of phasing challenges, de-escalation and discontinuances.

**Element 2.3 Management of Subcontractors** – How the Offeror will manage Subcontractors, to include invoicing and payment terms, contractual terms in various circumstances, negotiations, teaming arrangements, business commitments, accountability, warranties, and talent retention. The Offeror must elaborate on how it plans to complete the following items:

- (a) Manages subcontractors in a manner that is timely and cost-effectively delivers the BNATCS;
- (b) Proposes allocation of risk and reward to the subcontractors, including its approach to allocating the Award Fee to the subcontractors and an explanation of how that allocation aligns to the work the subcontractors perform and will unambiguously incentivize success through final completion;
- (c) Explains the approach to subcontracting and demonstrates successful management over all levels of subcontracts on the contract; and

**Element 2.4 Cost Control** - Its approach to resource management and cost control for both the short-term and the long-term, and how those decisions will be prioritized. The Offeror must demonstrate a strategy for short-term and long-term FAA cost avoidance, mitigating re-work, managing unknown and unanticipated risks and third-party cost impacts on the BNATCS in order to achieve the NEEDS of the FAA, overall strategy for delivering major projects on budget, and balancing competing interests. The Offeror must disclose details of its accounting system and how it will track expenditures, items, and assets, including hardware assets.

### **B.2.1.4 Factor 3: Systems Integration Approach**

The Offeror must describe the following elements:

**Element 3.1 Start Up** – How the Offeror includes in its Proposal executable scopes of work and Task Orders for those CLINS where a Fixed-Firm Price (FFP) is requested in response to this RFS and must provide a plan that demonstrates its ability to successfully and immediately start work after execution of

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## Section B – Offeror Instructions

the IAC with a team that is maximally staffed and ready to work and an immediate plan to integrate its own work force with the FAA's and accelerate towards rapidly deploying capabilities. The Offeror must identify strategies, approaches, and solutions that it intends to immediately pursue upon award.

**Element 3.2 Implementation and Risk Mitigation Approach** – The Offeror's specific plan must demonstrate its approach to integrate/interoperate complex and diverse systems, technologies, facilities, and equipment into a cohesive, modernized, and secure operational environment and which will address each of the following:

- Their ability to phase multiple components of the work, managing risks, challenges, Existing Vendors, Subcontractors and specifically addressing the most critical limitations (risks / challenges) identified in Attachment 1 to Section A;
- The Offeror must explain how it plans to align workstreams by logically phasing the work in a manner that maximizes deployment of the most critical components that also have the highest probability of successful integration ahead of other workstreams requiring additional diligence, or of a lower priority or criticality; and
- Its approach for acting as a force-multiplier (not a replacement) to existing FAA resources, and how it will maximize the collective delivery of the overall Integrator Mission & Objectives and fully agreed upon scope of work.
- The acceleration, rapid delivery, implementation, integration, innovation and alignment of interest of the Existing Vendors with the Integrator's Mission & Objectives to achieve the FAA's NEEDS. Offeror's should specifically address its approach to Section 1.4 (Existing Vendors) of the Term Sheet, including how to handle necessary flow of performance obligations to Existing Vendors.

**Element 3.3 NAS Operational Oversight** – How the Offeror demonstrates a viable plan for operating, monitoring, and maintaining the BNATCS. This plan must consider and outline roles and responsibilities for first and second level maintenance, training, logistical support, and sustainment strategy to ensure the long-term viability and operational readiness of BNATCS systems.

**Element 3.4 Transition Planning and Cutover Design** – How the Offeror intends to transition components of the operations from the current systems in the NAS to the BNATCS. The Offeror must describe plans for surveillance, automation, facilities, network, and voice communication systems. Each Offeror must explain how it will facilitate the efficient and seamless transition required for Phase 1 and Phase 2.

**Element 3.5 Milestone Schedule** – how the Offeror proposes a timeline that depicts milestones for both Steps 2 and Steps 3 in proposing and implementing Task Orders, respectively, across surveillance, automation, facilities, communication systems, and Alaska/airspace of the BNATCS. Using Appendix

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## Section B – Offeror Instructions

1.J.9 of this Section B for Step 2 Milestones, the Offeror must identify milestones around planning, Task Order negotiation, development, test, deployment, and going operational. Programmatic and FAA dependencies should also be identified. Any assumptions and/or constraints that inform the timeline must be described and how the Offeror will address the challenges and constraints identified in Section A Attachment 1 and in the Data Warehouse. The Offeror is also expected to identify additional constraints and challenges and its solutions for eliminating or mitigating such constraints or challenges in addition to what FAA has identified in Section A Attachment 1.

### **B.2.1.5 Factor 4: Oral Presentations**

If invited, the complete rules for the oral presentation will be provided in advance. The FAA may require a response to a use case. Additionally, the FAA may require Key Personnel and other individuals who played an important role in the Offeror's Proposal development to attend, and answer directed questions. The FAA may invite one or more Offerors to provide an oral presentation. FAA retains in its sole discretion whether to invite any Offeror that submits a Proposal to provide an oral presentation and it's possible that an Offeror may not be invited to provide an oral presentation.

## **B.3 Volume II – Cost/Price**

The Cost/Price Volume II must be in separate files plainly marked "Volume II: Cost/Price Proposal."

Offerors are instructed to provide information that is adequate and sufficient to establish the completeness, consistency, traceability, realism, balance, and reasonableness of the proposed cost/price. Offerors must include all information related to the proposed cost/price, all required supporting documentation, and data to substantiate that all requirements of this RFS are fully addressed.

Pricing instructions are applicable to the Offeror and to each Offeror Team Member including any division or segment of the Offeror (if proposed as intercompany work). Compliance with these instructions is mandatory and failure to comply may result in rejection of the Proposal. The burden of proof for credibility of proposed pricing rests with the Offeror. Pricing data must not be included within any other volume and, if included within other volumes, it will be discarded and excluded from the evaluation.

Offeror Team Members may submit cost volumes to the Offeror to be included as part of the Offeror's cost proposal or directly to the Contracting Officer, following these same instructions. If an Offeror Team Member submits directly to [BrandNewATCSys@faa.gov](mailto:BrandNewATCSys@faa.gov), it must identify the Offeror on the cost volumes submitted.

The FAA anticipates that adequate price competition will exist; thus Offerors are not required to submit Certified Cost or Pricing Data with their Proposals. The FAA requires submission of "information other than certified cost and pricing data" as specified in AMS Procurement Guidance T.3.2.3. The FAA reserves the right to request additional cost and pricing data if the Contracting Officer deems it necessary to determine if proposed prices are fair and reasonable and/or realistic and in connection with the best and final offer negotiation process.

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## Section B – Offeror Instructions

The Offeror must provide the following information in the beginning of its price proposal:

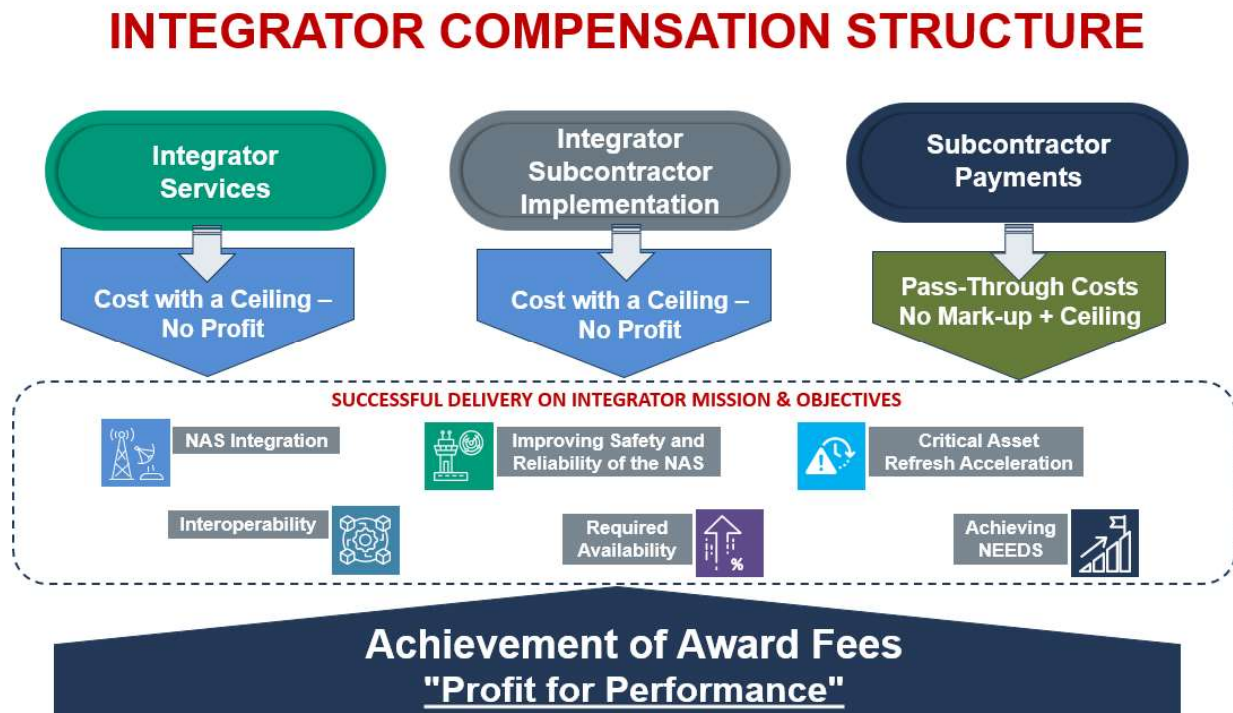
- a. Date of Submission;
- b. Solicitation number;
- c. Name, address of Offeror, CAGE code/s and Unique Entity Identifier/s;
- d. Name, signature, and telephone number of point of contact;
- e. Total Proposed Price for the CLINs specifically identified in this RFS, including those identified as “Subject to Firm Pricing” in Form J-5, those which the offer elects to propose firm pricing, and estimated costs for all Award Fee CLINs to be negotiated during Step 2;
- f. A list of all proposed subcontractors/Offeror Team Members and subcontract type for this effort;
- g. Its cognizant FAA (DCAA/DCMA) officials contact names, phone numbers and e-mail addresses;
- h. If the Offeror has contracts subject to full CAS coverage, provide copies of determination of adequacy and compliance of the CASB Disclosure Statement and identify any determinations of noncompliance with any CAS, if applicable; and
- i. The Offeror must provide the most recent FAA letter(s) affirming adequacy of its accounting system.



### B.3.1 General Cost / Price Proposal Description

The following diagrams provide a general representation of the Integrator's and its Subcontractor's compensation structure.

Fig 1. Overview of Integrator Compensation Structure

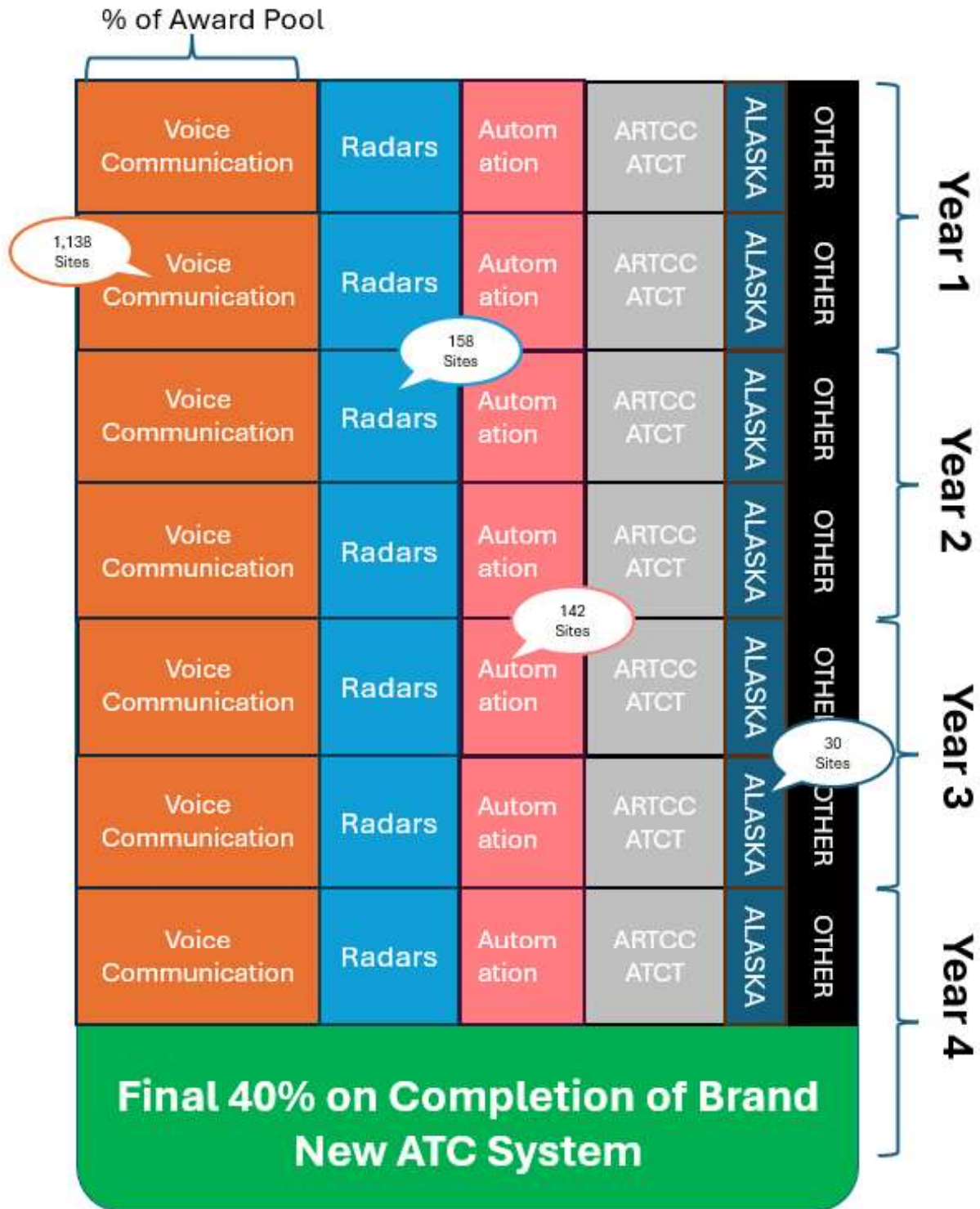




## Section B – Offeror Instructions

The following is an illustrative example showing the structure and intent of the Award Fee Plan for the BNATCS and is not intended to be the required structure or approach.

Fig 2. Overview of Award Fees



### B.3.2 Cost/Price Proposal Organization & Formatting Requirements

**Offerors must submit Volume II using the following format:**

- Part A - Cost/Price Model (MS Excel file)
- Part B - Estimating Methodology and Supporting Documentation
- Part C - Basis of Estimate (All CLINs and Sub-CLINs)
- Part D - Exceptions, Assumptions, Deviations, and Contingencies
- Part E – Award Fee Plan

#### B.3.2.1 Part A -- Cost/Price Model (MS Excel file)

Offerors have the flexibility to either use the FAA provided cost/price model (Appendix 1.J.5) in its entirety or use it as a guide to develop their own model.

##### 1. Use of FAA Provided Cost Model (Appendix 1.J.5):

- a. Offerors must complete all worksheets in the cost/price model, as applicable to the scope of work captured in their Proposals.
- b. Offerors may add or move rows (but not columns) or adjust formulas based on the Offeror's accounting practices or to include additional cost elements. Offerors must ensure that their total proposed price is accurately captured on the "Summary" tab of the cost/price model.
- c. The submitted Cost/Price Model must not be read-only, must not contain any locked cells, and must not be password-protected, in whole or in part.
- d. All amounts must be formulas, not set to values.
- e. Offerors are permitted to add additional tabs to the model as needed to present supplementary calculations or data (e.g. to provide calculations if proposing blended rates or weighted rates).
- f. **Award Fee: the Offeror is not to include fee or profit in its cost model as Award Fee will be applied according to Section B Attachment 1 and subsequent negotiations. If profit, Integrator fees, subcontractor profits or fees or an Award Fee is proposed it will be removed from the calculation of the TEP.**

##### 2. Submission of Offeror's Own Model:

- a. Offerors opting to create their own cost/price model must ensure it includes all necessary cost elements. Clearly itemize direct costs such as labor, materials, and any other direct costs as well as indirect costs such as fringe, overhead, and administrative expenses.
- b. Ensure each cost element is itemized with sufficient detail. Include descriptions for each line item to clarify its purpose and basis.
- c. Use labeled tabs or sections for easy navigation.
- d. All amounts must be formulas, not set to values. Implement automated calculations or formulas where possible.
- e. The submitted Cost/Price Model must not be read-only, must not contain any locked cells, and must not be password-protected, in whole or in part.
- f. **Award Fee: the Offeror is not to include fee in its cost model as Award Fee will be applied according to Section B Attachment 1 and subsequent negotiations. If Award Fee**

**is proposed it will be removed from the calculation of the TEP.**

### **B.3.2.2 Part B – Estimating Methodology and Supporting Documentation**

#### **1. Direct Labor - Rates and Hours**

- a. The Offeror's Proposal must include a breakdown of labor hours, rates, and costs by labor category. The Offeror must discuss the rationale used for development of the proposed direct labor rates. The mix of labor assumed for blended rates must be provided. In addition, any Offeror that proposes weighted or blended rates to account for the contract period of performance crossing such Offeror's fiscal year must include a worksheet showing the computation of the rates.
- b. For proposed rates that are not covered by an FPRA, FPRR, or FPRP, Offerors must provide sufficient data to provide a basis for evaluating the reasonableness of the proposed direct labor rates. This may include payroll reports, salary surveys, or any other data to substantiate the proposed rates.
- c. For rates based on an FPRP, FPRR, or FPRA, the appropriate document must be included. In the case of an FPRP, the transmittal letter to the ACO must also be included.
- d. The Offeror must provide a mapping/crosswalk between the prime and/or subcontractors internal job classifications/labor categories and FAA key personnel labor categories.
- e. The Offeror must discuss the application and rationale of proposed escalation rates for direct labor.
- f. The Offeror must disclose and explain the accounting method used to calculate the proposed direct productive per person (DPPH) hours (e.g. 1,920) used in its cost estimate.
- g. The Offeror must disclose its policy, procedures and proposed use of uncompensated overtime for its Proposal and disclose the impact, if any, to its proposed direct labor rates at the prime and subcontract levels, including intercompany transfers.

#### **2. Indirect Costs**

- a. The Offeror must clearly explain and demonstrate the application of each rate. Any Offeror that proposes weighted or blended rates to account for the contract period of performance crossing the Offeror's fiscal year must include a worksheet showing the computation of the blended rate.
- b. For each account within the indirect pools, the Offeror must provide identifiers that clearly describe the type of costs accumulated in a manner that would allow the FAA to conduct a nomenclature review and understand the nature of expenses associated with each account. The Offeror must provide dollar amounts for each individual account in the indirect pool as well as the allocation base dollars. Offerors may use a similar format as Schedules B, C, D, and E from DCAA's ICE Model.
- c. Offeror must provide copies of any FPRA, FPRR, or FPRP used in the Proposal. If rates are based on an FPRP, the transmittal letter to the ACO must also be included. For each account within the indirect pools, the Offeror must provide identifiers that clearly describe the type of costs accumulated in a manner that would allow the FAA to conduct a nomenclature review and understand the nature of expenses associated with each account.

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## Section B – Offeror Instructions

- d. For proposed rates that are not covered by an FPRA or FPRR, Offerors must provide sufficient data to provide a basis for evaluating the reasonableness of the proposed rates. The Proposal must state how the Offeror computed and applied the indirect costs, and include cost breakdowns, forecasts, trends, budget data, and any other relevant data to support the proposed indirect costs. The Offeror must submit, for each indirect rate, year-end pool and base amounts for the last three completed fiscal years.
  - e. If the Offeror does not elect to propose facilities capital cost of money (FCCM) in its Proposal it will be considered an unallowable cost.
3. **Other Direct Costs/Materials/Subcontractors** - Offerors must explain and provide adequate support to substantiate all proposed subcontractors, materials and other direct costs (ODCs), such as but not limited to, interdivisional transfers, shared services, consultants, software, computer support services, bonding, insurance, contingency, packaging and taxes. In addition, the Offeror must provide documentation to support the basis for pricing for all materials, software and ODC items proposed (Subcontractor quotes, invoice prices, etc.), as well as any proposed escalation/inflation factor. The Offeror must perform either cost or price analysis of all subcontractor and/or intercompany work transfer proposals and provide evidence by including these analyses and final determinations as part of its own Proposal. The subcontractor or intercompany data (e.g. labor categories, labor rates and/or total cost/price) in the prime Offeror's Proposal must be traceable to each respective subcontractor's submission.
4. **Pass-Through Costs** - No pass-through profit/fee or costs are to be proposed on subcontractors or intercompany work. Pass-through costs are defined as:
- a. Any and all Offeror indirect costs including, but not limited to overhead, material handling charges, G&A, burdens and mark-ups; and
  - b. Any and all Offeror fee.

### **B.3.2.3 Part C - Basis of Estimates (All CLINs and SubCLINs)**

Offerors must submit an unpriced Basis of Estimate (BOE) for each CLIN/SubCLIN. Each BOE must clearly identify and explain the logic, rationale method, data and calculations used to estimate the resources proposed for each task of this RFS such as, but not limited to labor category mix, level of effort, productivity or efficiency factors and types and quantities of materials and ODCs, including a break out by subcontractor and/or segment or division proposed as Intercompany work. It is the Offeror's responsibility to ensure the prime and subcontractor resources (labor categories, labor hours, etc.) specified in the BOEs match the resources priced in the Offeror's Cost/Price Model.

Offeror's responsibility to ensure the prime and subcontractor resources (labor categories, labor hours, etc.) specified in the BOEs match the resources priced in the Offeror's Cost Model Workbook.

### **B.3.2.4 Part D - Exceptions, Assumptions, Deviations and Contingencies**

Offerors must provide an explanation of cost assumptions, methodologies, deviations, contingencies or exceptions from the price proposal instructions provided in Section B. If exceptions are taken, the Offeror must list each exception, and provide the rationale for each exception. Each exception must be specifically related to a specific paragraph/section of the RFS. If no exceptions, assumptions, deviations,

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## Section B – Offeror Instructions

or contingencies are taken or made, the Offeror must affirmatively state so. Any assumptions that are deemed to be overly restrictive or designed to reduce accountability to an unreasonable degree may be judged by the evaluation teams as a risk or weakness.

### **B.4 Volume III – Past Performance**

Offerors must provide a minimum of six (6) examples of corporate experience for active or complete “relevant and recent” contracts, task orders, or subcontracts (including Federal, State, and local Government and commercial) directly related to the Performance Work Statement (Section A). The experience information provided may be for either the prime or a key BNATCS team member. Recent is defined as within the last ten (10) years of the date of proposal submission.

**Challenged Projects** - Three (3) of the total six (6) examples must be from active or complete “relevant and recent” contracts, task orders, or subcontracts where the Offeror’s past performance in cost, or schedule were **not** met and include all relevant information and context and explain the Offeror’s approach to ensuring how those issues will be avoided during the period of performance of the BNATCS IAC.

It is incumbent upon the Offeror to explain the relevance of the past performance information provided. It is not the responsibility of the FAA to search for information to correct problems in the past performance descriptions. The burden of providing thorough and complete past performance information remains with the Offeror.

The Offeror must provide the Past Performance Questionnaire (PPQ) – Appendix 1.J.2 to the points of contact for the contracts described in its past performance submittal. PPQs will include assessment of work quality, timely performance, satisfied customers, effective program management, cost control, and efficient contract administration. This assessment will be based on the past performance information submitted in accordance with this Section.

The FAA will request that the points of contact rate the Offeror’s performance on the referenced contract. The Offeror must instruct the points of contact to send its respective PPQ responses to the Contracting Officer. Email submittals of survey responses to the Contracting Officer will be accepted. Offerors are responsible to confirm receipt of their PPQs. Offerors are responsible for the submittal of all PPQs.

### **B.5 Volume IV – Proposal and Other Documents**

Offerors must provide the information listed in the following sections.

#### **B.5.1 SF 33**

Offerors must submit a fully complete and signed OMB Form SF-33, Solicitation, Offer, and Award. Offeror’s representative who signs this Form must be authorized to contractually bind the Offeror. In the block with its name and address, the Offeror must supply its Unique Entity Identifier (UEI), applicable to

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## Section B – Offeror Instructions

that name and address.

The execution and submission to the FAA of SF-33, Solicitation, Offer, and Award as required herein constitutes an offer and indicates the Offeror's unconditional assent to the terms and conditions of this RFS.

### **B.5.2 Appendix 1.K - Representations, Certifications and Other Statements of Offerors**

The Offeror must complete all Representations, Certifications and Other Statements included in Appendix 1.K of the RFS and include them in Volume IV.

The signed Stipend Agreement, to the extent provided in Section 8.1.2 below.

### **B.5.3 Invoices**

Offerors must provide detailed sample invoices for both the Offeror and Subcontractors. The FAA will review the clarity of charges and the breakdown of all fees and handling charges.

### **B.5.4 Required Offeror Financial Information**

#### **B.5.4.1 Financial Statements**

The information required under this Section B.5.4.1 will be evaluated as part of the responsibility review under Section C.1 to this RFS and must be packaged separately for each separate Offeror Team Member with a cover sheet identifying the name of the organization and its role within the Offeror team.

The Offeror must provide the most recent quarterly and last three (3) annual financial statements and updated financial statements for each Offeror Team Member:

- for all publicly traded Offeror Team Members, the Offeror must include an electronic link to its financial statements for all required periods; and
- for non-publicly traded Offeror Team Members, the Proposal must include copies of the financial statements and related information in Adobe Acrobat PDF file format for all required periods.

Financial statements should be audited by a generally recognized certified public accountant firm and prepared in accordance with Generally Accepted Accounting Principles or International Financial Reporting Standards.

Financial statements must include:

- opinion letter (auditor's report);
- balance sheet;
- income statement;
- statement of cash flows;
- footnotes; and

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## Section B – Offeror Instructions

- an attachment explaining the method for converting into Dollars all financial statements using a foreign currency.

### **B.5.4.2 Other Required Information**

#### **B.5.4.2.1 SEC Filings**

If any Offeror Team Member files reports with the Securities and Exchange Commission, the Offeror must provide those reports through a copy of the entity's last annual report on Form 10-K, and for all subsequent quarters, a copy of any report filed on Form 10-Q or Form 8-K since the latest filed Form 10-K.

#### **B.5.4.2.2 Credit Ratings (if available)**

The Offeror must provide all credit ratings and rating actions taken over the twelve-month period prior to the date of its Proposal for each of the Offeror Team Members.

If no credit ratings exist for an entity, the Offeror must include a statement specifying that no credit ratings exist for that entity.

#### **B.5.4.2.3 Material Changes in Financial Condition**

The Offeror must provide a letter from the chief financial officer or treasurer of each Offeror Team Member stating that there has been no change in its financial condition, corporate form or market capitalization since the date of its latest financial statements.

If there has been a material change to any entity's financial condition, corporate form or market capitalization, the Offeror must fully disclose the nature of that change and the projected impact of the change on its Proposal and the project.

#### **B.5.4.2.4 Off-Balance Sheet Liabilities**

The Offeror must provide a letter from the chief financial officer, treasurer or certified public accountant for each entity that the Offeror submits financial information for identifying any material off-balance sheet liabilities.

### **B.5.5 Guarantors**

If during the review of the Proposal, the FAA determines that the Offeror or the Offeror Team Members are not sufficiently qualified to perform the work required under the BNATCS IAC from a financial capacity perspective, the Offeror may be required to nominate guarantors, the identity of whom will be subject to FAA's approval, and provide a letter from each guarantor confirming that if the Offeror is selected as the Selected Offeror, the guarantor is committed to jointly and severally (as applicable) guarantee the Integrator's obligations under the IAC, and will execute a Form of Guarantee to be provided by FAA.

Prior to accepting the guarantor, the FAA reserves the right to request information and documentation regarding the guarantor's qualifications, including, without limitation, the same financial information required from the Offeror Team Members, authorization documentation, and organizational chart.



## **B.6 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2019)**

This RFS 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 may obtain the full text via Internet at: <https://fast.faa.gov/contractclauses.cfm>.

|            |   |
|------------|---|
| 3.2.2.3-1  | False Statements in Offers (Apr 2024)   |
| 3.2.2.3-4  | Samples (Apr 2024)  |
| 3.2.2.3-6  | Submittals in the English Language (Sep 2020)   |
| 3.2.2.3-5  | Descriptive Literature (Apr 2024)   |
| 3.2.2.3-7  | Submittals in U.S. Currency (Sep 2020)  |
| 3.2.2.3-9  | Notice of Possible Standardization (Jul 2004)   |
| 3.2.2.3-11 | Unnecessarily Elaborate Submittals (Jul 2004)   |
| 3.2.2.3-12 | Amendments to Screening Information Requests (Apr 2024)   |
| 3.2.2.3-13 | Submission of Information/Documentation/Offers (Apr 2024)   |
| 3.2.2.3-14 | Late Submissions, Modifications, and Withdrawals of Submittals (Apr 2024)   |
| 3.2.2.3-15 | Authorized Negotiators (Apr 2024)   |
| 3.2.2.3-16 | Restricting, Disclosing and Using Data (Apr 2024)   |
| 3.2.2.3-17 | Preparing Offers (Apr 2024)   |
| 3.2.2.3-18 | Prospective Offeror's Requests for Explanations (Apr 2024)  |
| 3.2.2.3-19 | Contract Award (Jul 2004)   |
| 3.2.2.3-31 | Facilities Capital Cost of Money (Jul 2004)   |
| 3.2.2.3-38 | Alternate II Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data (Jan 2022) |
| 3.2.2.3-72 | Announcing Competing Offerors (Jul 2024)  |
| 3.2.4-25   | Single or Multiple Awards (Apr 2023)  |
| 3.2.4-26   | Multiple Awards for Advisory and Assistance Services (Apr 2023)   |
| 3.3.1-28   | Notice of Progress Payments (Oct 2024)  |
| 3.6.4-1    | Waiver of Buy American Act for Civil Aircraft and Related Articles (Apr 2022)   |
| 3.9.1-3    | Protest (Apr 2024)  |
| 3.11-45    | F.O.B. Origin and/or F.O.B. Destination Evaluation (Apr 1999)   |
| 3.11-46    | Shipping Point(S) Used in Evaluation of F.O.B. Origin Offers (Apr 1999)   |
| 3.14-8.1.1 | Non-FAA Information Systems (Jul 2017)  |

## **B.7 Clauses and Provisions Incorporated in Full Text**

### **3.2.2.3-20 Proposals (January 2018)**

(a) The Offeror (you) must submit responses to this RFS by the following electronic means via email addresses as outlined below. Your Proposal must arrive at the place and by the time specified in the RFS.

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

(c) We may decline to consider Proposals that do not include required information, or that reject any of



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## Section B – Offeror Instructions

the terms, conditions and provisions of the RFS.

(d) Send your Proposal to the individual at the provided email addresses as outlined below:

Federal Aviation Administration  
BrandNewATCSys~~tem~~@faa.gov

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

(End of provision)

### **3.2.2.3-22 Period For Acceptance Of Proposal (Apr 2024)**

The Offeror (you) agrees if its Proposal is accepted within 365 calendar days from the Proposal Submission Deadline (**Proposal Validity Period**), to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

The Offeror agrees to hold its Proposal for the Proposal Validity Period notwithstanding any award or execution of an IAC. To the extent the FAA terminates the Integrator's IAC during the Proposal Validity Period, the FAA reserves the right (in its sole discretion) to negotiate in good faith with the next highest ranked Offeror the terms of a replacement IAC. To the extent the next highest ranked Offeror and FAA agree on the terms of a replacement IAC, the parties will promptly execute such replacement IAC.

(End of provision)

### **3.2.4-1 Type Of Contract (Apr 1996)**

The FAA contemplates award of a hybrid contract which may include any of the types of contract described in Section 3.2.4 of the AMS, including, but not limited to, Cost Plus Award Fee, Cost Plus Fixed Fee, Cost Plus Incentive Fee, Firm Fixed Price, Time and Materials, Fixed Price, Payment of Allowable Costs Before Definitization, resulting from this Request for Solutions.

(End of provision)

## **B.8 General Information Required to Prepare Proposals**

### **B.8.1 Proposal Costs**

#### **B.8.1.1 Responsibility for All Proposal Costs**

The FAA is not responsible for, and will not pay or reimburse, any costs incurred by Offerors in the

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## Section B – Offeror Instructions

development or submission of any aspect of their Proposals under this RFS. This includes costs associated with any aspect of the Proposal activity and any research, studies, or designs carried out for the purpose of incorporation into any part of the Proposal. It also includes any costs to acquire or contract for any services or products relating to the Proposal under this RFS.

### **B.8.1.2 Stipend Agreement.**

The FAA will make certain stipend payments to reimburse only the Down-selected Offerors who voluntarily choose to submit a signed Stipend Agreement with their Proposal for the cost of preparing their Proposal, up to the amount of \$1,000,000 (**Stipend**), and in consideration for, the terms in the Stipend Agreement attached in Appendix 1.J.7 to the RFS (**Stipend Agreement**). Payments by the FAA under the Stipend Agreement are not intended to reimburse an Offeror for the total cost of preparing its Proposal to the RFS. If an Offeror has: (i) submitted a compliant Proposal and is down-selected for negotiations of a best and final offer and is deemed a responsible Offeror, but is not awarded the IAC; (ii) executed and delivered the Stipend Agreement with its Proposal prior to the Proposal Submission Deadline and (iii) complies with the terms of the Stipend Agreement, including a protest waiver, FAA will pay the Stipend Amount to that Offeror in accordance with the terms of the Stipend Agreement. Offerors that do not comply with (i)-(iii) above will not be eligible for the Stipend Amount or any payment for work product submitted in response to the RFS in accordance with Section B.8.1.1. The Stipend Agreement is not required to submit a Proposal and is entirely voluntary and will not be evaluated.

## **B.8.2 Communications and RFS Questions**

### **B.8.2.1 RFS Questions**

Any questions or requests for clarifications regarding any Section of the RFS must be prepared in writing and submitted to the Contracting Officer via electronic mail. Questions and requests for clarification must be identified and segregated by topic and must make reference to the applicable RFS Section or paragraph, e.g. Section D, Provision D-3, subparagraph (a) in the form attached to the RFS as the Q&A matrix and may be submitted on a rolling basis each week. The earlier in the week a request for clarification is submitted the higher likelihood FAA is to respond within that week, but FAA reserves the right to defer responses to a future week or not respond at all.

Questions will be answered in accordance with the procurement schedule Section B.1.1 via a written response which will be binding for purpose of the RFS, but not on future performance of the FAA under the IAC and provided to all Offerors. The FAA will not attribute the questions to the submitting Offerors.

All questions and requests for clarification relating to this RFS must be received by the Contracting Officer by the date listed in Section B.1.1, or otherwise promptly upon being identified. The Offeror is solely responsible for ensuring that the FAA Contracting Officer has received the questions or requests for clarifications.

Any Offeror desiring an explanation or interpretation of the RFS, drawings, specifications, etc., is instructed to make such request as part of its submittal and the FAA may offer either in response to such a request or independently, to have a one-on-one meeting with an Offeror to discuss one or more questions submitted. Oral explanations or instructions from the FAA given to Offerors before the award of the contract will be binding only if confirmed in writing.

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## Section B – Offeror Instructions

If an Offeror believes that these instructions contain an error, omission, or are otherwise unsound, the Offeror must immediately notify the Contracting Officer in writing with supporting rationale.

### **B.8.2.2 Communications with Offerors**

Offerors must note the following:

- Communications with one Offeror do not require communication with any other Offeror.
- The FAA communications may occur orally or in writing.
- The FAA reserves the right to conduct communications, discussions, and negotiations with one, some, all, or no Offerors.
- The FAA is not obligated to advise Offerors of weaknesses or risks identified in their Proposals.
- Content of the communications may vary among Offerors.
- Any information provided in response to an FAA issued communication may be used in the evaluation of Proposals.

### **B.8.3 General Information Required to Prepare Proposals**

Offerors must comply with all instructions. Failure to comply with the instructions in any way may result in a determination that the Proposal will not be evaluated by the FAA. This determination will be made at the sole discretion of the Contracting Officer. Proposals must conform to this RFS and all incorporated AMS clauses and be prepared in accordance with this Section. To aid in the evaluations, Proposals must be clearly and concisely written as well as neat, indexed (cross indexed as appropriate) and logically assembled. All material submitted should be directly pertinent to the requirements of this RFS.

Extraneous narratives such as elaborate brochures, and general corporate public relations material must not be submitted. Materials should be submitted in the order of this Section B and must address all requested information in this RFS and Section B.

The FAA may utilize generative artificial intelligence (Gen AI) tools to assist in processing, analysis, and evaluation of Proposals submitted in response to this solicitation to improve the speed and efficiency of the agency's review. Gen AI means the class of AI models that emulate the structure and characteristics of input data in order to generate derived synthetic content. By submitting your Proposal, you acknowledge and consent to the use of Gen AI tools in our evaluation process.

The FAA may use a proprietary AI model such as Amazon Nova Pro in Bedrock. Models used by FAA are hosted by Amazon Web Services. FAA may use AI tools to evaluate Proposals using a specialized AI system trained exclusively on FAA acquisition documents to review compliance with instructions in Section B and analyze proposals according to the evaluation criteria specified in Section C, providing automated analysis and scoring recommendations that serve as a decision support tool with human reviewers maintaining oversight and final authority at every step of the review process.

The FAA has implemented bias testing and validation protocols for all internally developed AI tools used in evaluation. FAA will maintain audit trails for all AI-generated insights to ensure accountability. Proposals submitted in response to this RFS will not be used to train or improve Gen AI models. All Proposals will be stored in a locked S3 bucket and will be deleted after the review is completed. In addition, the LLM will be provided only to the FAA employees with a need-to-know in performance of

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## Section B – Offeror Instructions

official duties. While Gen AI tools may assist in our evaluation process, all final decisions remain under human control.

## AWARD FEE PLAN (Section B Attachment 1)

### **A. Award Fee**

1. For this contract, there is no base fee. Instead, the Contractor may earn profit through an award fee. The amount of award fee earned shall be commensurate with the NAS capabilities delivered and in accordance with the performance categories stated in this Award Fee Plan (AFP).

2. At no time will the fee earned be higher than that set in the contract.

3. Unearned fee will NOT be rolled over into any future evaluation periods or any other performance objectives.

4. Evaluation periods will be semi-annual.

5. Award Fee Amount: the total current contract award fee pool available is [\$XX] for the contract period (as of Mod TBD). The available award fee pool may change consistent with changes to the contract. The FAA may create additional award fee pools subject to subsequent appropriations.

### **B. Award Fee Evaluation**

1. Categories of Performance: the award fee will be determined according to the following categories of performance:

a. Quality and operational capabilities in the NAS;

b. Schedule, as outlined in J-4.

c. Cost control; and

d. Management (includes communication and stakeholder satisfaction).

e. A core objective of the integrator contract is to increase NAS performance and reliability. The FAA will establish a baseline reliability for the current NAS to include impacts to the flying public (flight delays) as well as NAS equipment reliability. These metrics will serve as factors under the Award fee plan and evaluation of overall Integrator contract performance.

2. The Contractor will receive an overall rating ranging from Unsatisfactory to Excellent for each evaluation period. See Fig. 1 below for more detail.

Fig. 1

| Award Fee Adjectival Rating | Award Fee Pool Available for Earning | Description   |
|-----------------------------|--------------------------------------|---|
| Excellent                   | 91-100%                              | Contractor has exceeded performance in almost all categories and has met overall management, cost, schedule, and quality and operational capabilities in the NAS requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.  |
| Very Good                   | 76-90%                               | Contractor has exceeded performance in many of the categories and has met overall management, cost, schedule, and quality and operational capabilities in the NAS requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. |
| Good                        | 51-75%                               | Contractor has exceeded some of the significant award-fee criteria and has met overall management, cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.                      |
| Satisfactory                | No Greater than 50%                  | Contractor has met overall management, cost, schedule, and quality and operational capabilities in the NAS requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan   |

|                |    |   |
|----------------|----|---|
|                |    | for the award-fee evaluation period.  |
| Unsatisfactory | 0% | Contractor has failed to meet overall management, cost, schedule, and quality and operational capabilities in the NAS requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. |

### 3. Responsibilities of the Parties

#### a. Contractor

The Contractor shall submit a self-assessment report for each evaluation period that covers all the performance categories. At minimum, the self-assessment report shall include the estimated and actual completion dates for the work scope; the estimated and actual costs for the work scope; sufficient documentation to demonstrate quality and operational capabilities delivered to the NAS; and sufficient documentation to demonstrate the nature of the Contractor's management efforts. The self-assessment report is due 14 calendar days from the end of the evaluation period.

#### b. FAA's Fee Determining Official (FFDO)

The FFDO shall make a determination of the award fee amount after considering the Contractor's self-assessment report and all other data pertinent to the performance categories and necessary to make an award fee determination.

The FFDO may reduce or deny the award fee for the evaluation period in which a covered incident occurred. "Covered Incident" includes "safety incident," "loss of capabilities," or "compromise quality," as further defined below. The FFDO may recover all or part of any award fee paid for any previous period during which the covered incident occurred.

- (i) "Safety Incident" means any incident in which the Contractor, or its subcontractors, through its actions, or inactions, causes anomalies or unmanaged interruption in the air traffic control system resulting in loss of life or property.
- (ii) "Loss of capabilities" means failure to deliver capabilities so as to contribute to failing to replace the air traffic control system in the contractual timeframe.
- (iii) "Compromise Quality" means delivering systems that are not reliable or resilient and adversely impact air traffic control operations or cause workarounds that the Government determines to be undesirable.

The FFDO shall notify the CO of the award fee determination for the evaluation period within 14 calendar days from the FFDO's receipt of the Contractor's self-assessment report.

c. Contracting Officer (CO)

The CO shall promptly notify the Contractor of the FFDO's award fee determination for the evaluation period. The CO shall further unilaterally modify the contract to reflect the FFDO's determination of earned award fee. This modification will decrease the total value of the contract commensurate with the amount of the fee unearned.

**C. Award Fee Plan Revisions**

Notwithstanding contract amendment clauses elsewhere in the contract, the Government may unilaterally revise the AFP at any time during the period of performance. The CO shall provide revisions to the performance categories and fee allocation to the Contractor at least 30 calendar days prior to the implementation of such changes.

**D. DISPUTE OVER AWARD FEES**

If the Contractor disagrees with the FFDO's award fee determination, the Contractor shall try to first resolve the dispute with the CO. If the Contractor maintains disagreement, the Contractor may appeal to the FAA's Executive Steering Committee for the Brand-New Air Traffic Control System. The Contractor shall exhaust its appeal with the Executive Steering Committee before filing a formal dispute with the FAA's Office of Dispute Resolution for Acquisition.

**E. TERMINATION FOR CONVENIENCE**

If the contract is terminated for the convenience of the Government, the remaining award fee pool for that period will be prorated based on the number of calendar days prior to termination. The remaining fee for all calendar days and periods after termination shall not be considered earned and, therefore, shall not be paid.



## Section B – Offeror Instructions

### Attachment 2

#### KEY PERSONNEL

| <b>Title</b>   | <b>Name</b> | <b>Experience / Qualifications</b> | <b>Damages for Noncompliance with Term Sheet 3.6<sup>1</sup></b> | <b>Key Personnel Bonus for Retention &amp; Exceptional Performance<sup>2</sup></b> |
|--|-------------|------------------------------------|--|--|
| BNATCS Program President                                     |             |                                    |  |  |
| BNATCS Executive Vice President                              |             |                                    |  |  |
| Lead System Integration Engineer & NEEDS Enforcement Officer |             |                                    |  |  |
| Lead Acquisitions Manager                                    |             |                                    |  |  |

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<sup>1</sup> Note to Offerors – to propose liquidated damages for failing to retain Key Personnel for the Term.

<sup>2</sup> Note to Offerors: to propose bonus to be paid at achievement of completion of the BNATCS, to be shared with relevant Key Personnel to align interests.

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
| Lead Surveillance Systems Manager                              |  |  |  |  |
| Lead Facilities Manager  |  |  |  |  |
| Lead Automation Systems Manager                                |  |  |  |  |
| Lead Voice Communications Manager                              |  |  |  |  |
| Lead Telecommunications Manager                                |  |  |  |  |
| Lead Alaska / Airspace Manager                                 |  |  |  |  |
| <b>[Additional Key Personnel to be proposed by Integrator]</b> |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |
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|--|--|--|--|--|

**Section B**  
**Attachment 3**  
**RESERVED**

## Section B – Offeror Instructions

### Attachment 4

#### Form of Performance Regime

##### Instructions for Offerors:

Offerors are required to develop a comprehensive performance regime by completing the table below. For each Key Performance Indicator (**KPI**), please identify specific performance requirements, propose appropriate cure periods (if applicable), describe how each KPI will be measured and its recurrence, and specify the deduction to be applied in the event of non-compliance. FAA has provided a single example for each category, but as part of Offeror's submission, this table must be expanded and detailed in your Proposal to demonstrate your commitment to effective accountability and service delivery to meet the NEEDS of the FAA. Deductions may be incremental to actual damages incurred by FAA, where indicated as (Incremental). There are no limits to the number of KPIs.

| No.       | Key Performance Indicator | Performance Requirements | Cure Period (if any) | How Measured/Recurrence | Deduction |
|-----------|---------------------------|--------------------------|----------------------|-------------------------|-----------|
| <b>1.</b> | Project Administration    |                          |                      |                         |           |
| 1.1       |                           |                          |                      |                         |           |
| 1.n       |                           |                          |                      |                         |           |
| <b>2.</b> | Responsiveness/Timeliness |                          |                      |                         |           |
| 2.1       |                           |                          |                      |                         |           |
| 2.n       |                           |                          |                      |                         |           |
| <b>3.</b> | Safety                    |                          |                      |                         |           |
| 3.1       |                           |                          |                      |                         |           |
| 3.n       |                           |                          |                      |                         |           |
| <b>4.</b> | Performance               |                          |                      |                         |           |
| 4.1       |                           |                          |                      |                         |           |
| 4.n       |                           |                          |                      |                         |           |
| <b>5.</b> | Other                     |                          |                      |                         |           |
| 5.1       |                           |                          |                      |                         |           |
| 5.n       |                           |                          |                      |                         |           |

Offerors should add rows as necessary and provide detailed descriptions for each KPI to ensure clarity and alignment with the Integrator Objectives & Mission.

## Section B – Offeror Instructions

### Attachment 5

#### NOTICE OF INTENT TO PROPOSE

**Due Date:** September 5, 2025

**Type of Notice:** Request for Solutions

This Notice of Intent to Propose will serve as notice to Federal Aviation Administration (FAA) that you and your firm have the expertise and capability to deliver the Brand New Air Traffic Control System (BNATCS) as an Integrator and expect to submit a compliant proposal in response to the Request for Solutions (RFS). Please send your firm's or consortium's contact information to serve as the primary point of contact for the procurement and all communications (including responses to questions submitted) will go through such person.

Offeror certifies that it meets the following minimum requirements to propose on the RFS:

1. Expertise and capability to provide a viable proposal to the RFS;
2. Current registration on Sam.gov; and
3. Commitment to sign a nondisclosure agreement for access to the Data Warehouse and the Q&A from the RFS.

Please provide the following information for the individual who will serve as the primary point of contact.

|  |  |
|--|--|
| <b>NAME OF OFFEROR:</b>                          |  |
| Address:   |  |
|  |  |
|  |  |
|  |  |
| Contact Name:                                    |  |
| Title:   |  |
| Phone:   |  |
| e-mail:  |  |
| Lead company of Offeror if part of a consortium: |  |
| Alternate Contact Name:                          |  |
| Title:   |  |
| Phone:   |  |
| e-mail:  |  |

After submitting this form, the FAA will send the POC listed above the NDA and further instructions on accessing the Data Warehouse.

The Offeror will be responsible for collecting NDAs from all individuals who access the Data Warehouse. FAA reserves the right to audit NDA records to verify compliance with this condition.

Offeror Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title:

\_\_\_\_\_

Return by **4pm EDT on September 5, 2025** via email to: [David.L.Reynolds@faa.gov](mailto:David.L.Reynolds@faa.gov) and/ or [BrandNewATCSysytem@faa.gov](mailto:BrandNewATCSysytem@faa.gov).

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## Section C – Evaluation of Proposals

### **SECTION C EVALUATION OF PROPOSALS**

#### **Table of Contents**

|  |    |
|--|----|
| C. 1 Determination of Responsibility .....   | 2  |
| C. 2 Basis for Award & Procurement Process.....                                      | 2  |
| C.2.1 Source Selection Process .....   | 2  |
| C.2.2 Assessment of Risk and Opportunities .....                                     | 3  |
| C.2.3 Evaluation Factors and Order of Importance.....                                | 3  |
| C.2.3.1 Volume I – Technical.....  | 4  |
| C. 3 Reserved.....   | 4  |
| C. 4 Volume I: Technical Evaluation Process .....                                    | 4  |
| C.4.1 Part A: Technical Factors.....   | 4  |
| C.4.1.1 Factor 1: Team Capability and Business Model .....                           | 4  |
| C.4.1.2 Factor 2: Acquisition Systems and Strategy .....                             | 5  |
| C.4.1.3 Factor 3: Systems Integration Approach.....                                  | 6  |
| C.4.1.4 Factor 4: Oral Presentation .....  | 7  |
| C.4.2 Technical Evaluation Ratings .....   | 8  |
| C. 5 Volume II Cost/Price Evaluation Process .....                                   | 8  |
| C.5.1 Cost Model and TEP .....   | 9  |
| C.5.2 Price Assumptions, Deviations, and Contingencies .....                         | 9  |
| C. 6 Volume III: Past Performance Evaluation Process .....                           | 9  |
| C.6.1 Past Performance Evaluation Criteria .....                                     | 10 |
| C.6.2 Past Performance Evaluation Ratings .....                                      | 11 |
| C. 7 Volume IV: Proposal and Other Documents .....                                   | 11 |
| C.7.1 Invoices .....   | 11 |
| C. 8 Definitions.....  | 12 |
| C. 9 FAA Reserved Rights .....   | 12 |
| C.9.1 Communications. ....   | 12 |
| C.9.2 Basis for Exclusion from Award Consideration .....                             | 13 |
| C. 10 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE<br>(JULY 2019)..... | 14 |



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## Section C – Evaluation of Proposals

### C.1 Determination of Responsibility

In accordance with Acquisition Management Policy 3.2.2.2, prior to award of the IAC, the Contracting Officer will make a determination of responsibility. As a minimum, to be determined responsible, a prospective Offeror must:

- Have or can obtain adequate financial resources to perform the IAC;
- Have the ability to meet any required or proposed delivery schedules;
- Have a satisfactory performance history;
- Have a satisfactory record of integrity and business ethics;
- Have appropriate accounting and operational controls that may include, but are not limited to: production control, property control systems, quality assurance programs, and appropriate safety programs;
- Be qualified and eligible to receive an award under applicable laws, requirements of this RFS or regulations.

### C.2 Basis for Award & Procurement Process

This acquisition is being conducted under the FAA Acquisition Management System (AMS)' new Accelerated Acquisitions section which maximizes procurement flexibilities for accelerated delivery of the BNATCS. Award will be made to the Offeror whose Proposal is judged to represent the **best value and best delivery** for the FAA (**Best Value Best Delivery**). The Best Value and Best Delivery determination will be based on the evaluation of each Offeror's Proposal in accordance with the criteria set forth in this Section C, which describes the solution that is the most advantageous to the FAA based on the evaluation of the technical quality and effectiveness offered in a Proposal, past performance achieving equivalent results, Total Evaluated Price (TEP), creative solutions to eliminating and mitigating the major cost, technical, and financial risks and integration challenges, aggressiveness and achievability of the schedule and technical solution, and overall probability of meeting or exceeding the FAA's NEEDS and requirements in this RFS.

It does not require that an award be made to either the Offeror submitting the highest rated technical solution or to the Offeror submitting the lowest cost/price, i.e., the cost/price proposal with the lowest TEP may not be judged to represent the Best Value Best Delivery solution for the FAA. The FAA will strive for objectivity, however the source selection process is by its nature flexible and professional judgment will be applied throughout the entire process.

#### C.2.1 Source Selection Process

**Compliance Review** - Each volume of the Offeror's Proposal will first be reviewed to determine whether it complies with the requirements of Section B Offeror's Instructions and includes all required information. Failure to satisfy the RFS's requirements or omission either entirely or substantively of information may be grounds for eliminating a Proposal from further consideration.

**Best Value Best Delivery Determination** - To determine Best Value Best Delivery, the FAA will collectively (and in no particular order):

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## Section C – Evaluation of Proposals

- a) Evaluate the written Technical Volumes and (where applicable for the Down-selected Offerors oral presentation) for each Offeror against the criteria stated in this Section C and the highest probability of achieving the requirements and objectives identified in this RFS;
- b) Evaluate the Cost/Price proposal of each Offeror against the criteria stated in this Section C;
- c) Evaluate the Offeror's Past Performance relative to the Technical Proposal ensuring that the Offeror has demonstrated experience in delivering similar approaches described in its Technical Proposal, all of which will be evaluated against the criteria stated in this Section C; and
- d) Perform a tradeoff analysis of any differentiating findings between the Technical, Past Performance, and Cost/Price proposal evaluations (including Risks and Opportunities), to arrive at an informed, fair, and reasoned decision.

### C.2.2 Assessment of Risk and Opportunities

Risks and opportunities identified within any aspect of an Offeror's Proposal will be analyzed as to their potential impacts. This includes risks resulting from inconsistencies and discrepancies among various aspects of an Offeror's Proposal and risks that pertain to unsubstantiated representations made in any aspect of an Offeror's Proposal and risks to the delivery of the BNATCS not adequately addressed by the Offeror's Proposal. Failure to address any capability included in the RFS can be considered a weakness, a risk, or both. The FAA will not assign a separate adjectival risk rating overall or for any of the volumes. The FAA will include its assessment of risk and opportunity in the evaluation of the relevant portion of the Proposal as part of assessing the propensity and capability of the Offeror to meet the FAA's NEEDS. Risks and opportunities identified within the Technical volumes will fold into the technical factor scores. Risks and opportunities identified within the past performance volume will fold into the past performance rating. Risks and opportunities identified within the Cost/Price proposal will be held separate, and considered within the trade-off analysis alongside the other elements.

Risks and risk mitigation strategies identified in an Offeror's Proposal, including the Implementation and Risk Implementation Plan, will be considered when evaluating proposed approaches. A particular Offeror's ability to demonstrate an understanding of the risks and opportunities and their approach to risk elimination and mitigation, or not, will be an important analysis among strengths or weaknesses. Definitions of Risks and Opportunities are defined in **Table** .

### C.2.3 Evaluation Factors and Order of Importance

Each Proposal volume will be evaluated in accordance with the factors and hierarchy identified below. The Offeror's responses will be rated based on the evaluation criteria.

For the Best Value Best Delivery determination, Volume I (Technical) is more important than Volume III (Past Performance). The non-price volumes (I and III) collectively are more important than Volume II (Price). As the differences among Offerors in the non-price evaluation decrease, importance of the Volume II evaluation increases. In Volume I (Technical), the four factors from the most to least important are: Factor 3, Factor 2, Factor 1, Factor 4.

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## Section C – Evaluation of Proposals

### C.2.3.1 Volume I – Technical.

Factor 1: Team Capability and Business Model

Factor 2: Acquisition Systems and Strategy

Factor 3: Systems Integration Approach

Factor 4: Oral Presentation

### C.3 Reserved

### C.4 Volume I: Technical Evaluation Process

The FAA will evaluate the degree to which each Proposal is viable, substantiated, effective, comprehensive, and realistic.

The FAA will:

- a) Review, analyze, and consider all information received in each Proposal, which is submitted in compliance with this RFS and will include the written Proposal content, and any written communication items, if issued.
- b) Identify any strengths, opportunities, weaknesses, and risks for each element within each factor in each Proposal.
- c) Rate each factor according to the rating levels defined in **Table 1** by assessing the findings of each element within the factor using Table 1. The element findings will form the basis for the factor rating.

When determining a rating the FAA will review all strengths, opportunities, weaknesses, and risks. Ratings will not be determined solely based on the quantity of strengths, weaknesses, opportunities or risks. The Technical Volume includes the material associated with the written Technical volume.

#### C.4.1 Part A: Technical Factors

##### C.4.1.1 Factor 1: Team Capability and Business Model

The FAA will evaluate the following elements:

###### Element 1.1: Past Experience and Knowledge in Major Acquisitions

The FAA will evaluate the degree to which the Offeror's past acquisition experience is comparable to the BNATCS acquisition (i.e. has experience with large-scale, complex, multi-asset and multi-dimensional program management efforts) and whether the Integrator has prior experience with a single-point of responsibility role to guarantee a high-level of performance, while demonstrating a likelihood for success in guaranteeing and achieving the BNATCS to meet the NEEDS of the FAA and the Integrator's Mission & Objectives. The FAA will evaluate whether the Integrator has experience with program management implementation across several lines of business and proven success with performance based contracting guaranteeing specified outcomes for large-scale complex infrastructure projects.

###### Element 1.2: Organizational Structure

The FAA will evaluate the degree to which the Offeror's organizational structure will ensure efficient and effective execution of the requirements of this RFS, including the following key considerations:

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## Section C – Evaluation of Proposals

- The effectiveness of each Integrator Team and past experience working together;
- Key Subcontractors' capabilities to support the successful delivery of the BNATCS
- Senior executive direct day-to-day involvement
- Independence and objectivity of subject matter experts
- Organizational structure that is focused on resolving issues at the lowest level of the organization

- **Element 1.3: Key Personnel**

The FAA will evaluate the degree to which Offeror's Key Personnel are available to be 100% dedicated and focused on the BNATCS and the portion of the Award Fee Plan proposed to incentivize such retention and performance; their respective proposed team roles, functions, and duties are clearly defined; the Offeror has identified the appropriate experienced individuals to lead complex integration and partnering, cost estimating, and quality assurance efforts; identified subject matter experts in each of the respective Workstreams; provides senior most project managers across all Workstreams; and has strong capabilities in communications, vision and leadership.

**Element 1.4: Communication Strategy**

The FAA will evaluate the degree to which the Offeror has a plan to manage messaging and communications both internally and externally and that details how the Offeror's communication strategy will address politically sensitive issues, how Subcontractor's and Existing Vendors communications will be managed or coordinated, as applicable, and how synchronization with the FAA's Office of Communications will be handled. The FAA will evaluate the communications strategy and protocol for ensuring that the key Stakeholders are engaged where appropriate for critical decision making and how the strategy proposes to meet the NEEDS of the FAA at all times.

**Element 1.5: Accounting and Collaborative Tools**

The FAA will evaluate the degree to which the Offeror will track expenditures and use transparent accounting tools, including its overall approach to negotiating the Task Orders on a fully transparent and Open Book Basis to maximize the highest and best value and best delivery for each subcontractor.

**Element 1.6: Decision and Analysis Resolution**

The FAA will evaluate the degree to which the Offeror's work processes enable efficient consideration of a wide array of Stakeholder interests to inform logical outcomes and the extent to which the Offeror integrates stakeholder input proactively to avoid stakeholder issues to meet the NEEDS of the FAA and the Integrator Objectives & Mission (as defined in Section A).

**Element 1.7: Protection from Conflicts of Interests**

The FAA will evaluate the degree to which the Offeror's Proposal will ensure conflicts of interest will not jeopardize the execution of this RFS, or any other FAA programs and contracts.

### **C.4.1.2 Factor 2: Acquisition Systems and Strategy**

The FAA will evaluate the following elements:

**Element 2.1: Approach to Acquisitions**

The FAA will evaluate the degree to which the Offerors acquisition and subcontracting strategy aligns the interest of all parties; and how subcontractor and/or product lock will be limited and competition is maximized, enabling acquisition flexibility in the future.

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## Section C – Evaluation of Proposals

### **Element 2.2: Approach to Collaborating with the FAA to Establish Requirements, Schedules, Goals, and Priorities**

The FAA will evaluate the degree to which the Offeror demonstrates a realistic and practical way to coordinate and collaborate with the FAA in planning and executing the requirements of this RFS, including:

- a) its efficient approach to scoping, pricing and proposing Task Orders in accordance with the Milestone Schedule for Step 2 and then rapidly delivering such Task Orders once approved by FAA during Step 3;
- b) the clarity of its approach to achieving each of the Integrator Objectives & Mission described in Section A;
- c) its approach to coordinating with FAA labor to ensure the BNATCS is built for its end-users both of today and the future; and
- d) its approach to prioritizing the most critical infrastructure first, while managing the practical realities of phasing challenges, de-escalation and discontinuances

### **Element 2.3: Management of Subcontractors**

The FAA will evaluate the degree to which the Offeror has a clear plan and approach for how it administers and manages Subcontractors and coordinates / integrates with Existing Vendors such that the requirements of this RFS are met and that the Subcontractors and to the extent possible, the Existing Vendors, are appropriately allocated risks and rewards in unambiguously aligning incentives between the Integrator and Subcontractors and Existing Vendors to achieve outcomes required by this RFS. The FAA will evaluate how Subcontractor performance incentives will facilitate success in a cost-effective manner and the achievability and effectiveness of the Integrator's plan for Existing Vendor acceleration, implementation, rapid delivery, interoperability and integration.

### **Element 2.4: Cost Control**

The FAA will evaluate the degree to which the Offeror demonstrates a strategy for short-term and long-term FAA cost avoidance and balancing competing interests, including its approach to avoiding cost-overruns and Task Order modifications, mitigating the propensity of re-work, managing unknown and unanticipated risks and third-party cost impacts on the BNATCS and overall strategy for delivering major projects on budget, and capability to track expenditures, items, and assets, including hardware assets.

#### **C.4.1.3 Factor 3: Systems Integration Approach**

The FAA will evaluate the following elements:

##### **Element 3.1: Start Up**

The FAA will evaluate the degree to which the Offeror demonstrates a plan to immediately start work after contract award that will enable meeting the timeline and goals of this RFS. This includes its technical and engineering approach and onboard of necessary staff.

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## Section C – Evaluation of Proposals

### **Element 3.2: Implementation and Risk Mitigation Approach**

The FAA will evaluate the degree to which the Offeror's Implementation and Risk Elimination approach is thorough, comprehensive and effective in addressing how it will integrate/interoperate complex and diverse systems, technologies, facilities, and equipment into a cohesive, modernized, and secure operational environment and fully addresses each of the requirements in Section A Attachment 1.

### **Element 3.3: NAS Operational Oversight**

The FAA will evaluate the degree to which the Offeror demonstrates a viable plan supporting the FAA in operating, monitoring, and maintaining the BNATCS through its integrated resources with the FAA. The FAA will also evaluate any proposed operations or maintenance scope and whether it is necessary or best value to the FAA in achieving the FAA's NEEDS.

### **Element 3.4: Transition Planning and Cutover Design**

The degree to which the Offeror outlines a transition plan from the current NAS to the BNATCS to demonstrate understanding of the transition challenges with emphasis on technological innovation and how the Offeror will maximize value to FAA when achieving its short-term Phase 1 technology refresh objectives while maximizing use and benefit from such Phase 1 refresh to support Phase 2 modernization and a future NAS development.

### **Element 3.5: Schedule**

The FAA will evaluate the degree to which the Offeror proposes a timeline and Milestones that are detailed, realistic, and achievable, and will also ensure efficient phasing o maximize resources across the BNATCS and the timely delivery of the most critical components of the BNATCS as a priority, while delivering the entirety of the required CLINS under this RFS within the time periods provided in this RFS.

#### **C.4.1.4 Factor 4: Oral Presentation**

For the Down-selected Offerors providing oral presentations, FAA may evaluate the Offeror by providing a use case and evaluating the Offeror's response. If a use case is provided, the FAA is evaluating the degree to which the Offeror demonstrates understanding of the use case and provides a thoughtful and comprehensive response. The FAA may also evaluate the Offeror's use case response for consistency with its written Proposal.

The FAA may also require Key Personnel and other individuals who played a key role in Proposal development to attend the oral presentation and answer directed questions. Answers to directed questions will be evaluated for understanding of the question, thoroughness of the response, and consistency with Offeror's written Proposal and the Offeror's overall communications capability as required for delivering on the Integrator's Scope.

Rules for the oral presentation will be provided to the Offeror(s) in advance of the scheduled oral presentation.



## Section C – Evaluation of Proposals

### C.4.2 Technical Evaluation Ratings

**Table 1: Technical Rating Definitions**

| Rating                | Definition  |
|-----------------------|---|
| <b>Excellent</b>      | The combined impact of strengths and opportunities far outweighs the combined impact of weaknesses and risks.             |
| <b>Good</b>           | The combined impact of strengths and opportunities outweighs the impact of any weaknesses and risks.                      |
| <b>Satisfactory</b>   | The combined impact of strengths and opportunities is approximately equal to the combined impact of weaknesses and risks. |
| <b>Marginal</b>       | The combined impact of the weaknesses and risks outweighs the combined impact of any strengths and opportunities.         |
| <b>Unsatisfactory</b> | The combined impact of the weaknesses and risks far outweighs the combined impact of strengths and opportunities.         |

### C.5 Volume II Cost/Price Evaluation Process

The FAA will evaluate labor rates, proposed pricing of all CLINs for reasonableness, and review proposed pricing for balance, completeness, consistency and traceability and will evaluate the price proposal for viability and technical capability. In addition, cost type CLINs may be evaluated for cost realism in accordance with AMS Guidance T.3.2.3.A.1.d(2), Cost Realism.

- Reasonableness – The FAA will evaluate each price proposal for reasonableness in accordance with AMS Policy Section 3.2.3 and Procurement Guidance Section T3.2.3. A price is reasonable if, in its nature and amount it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.
- Balance – The FAA will review each price proposal to determine whether the Offeror's Proposal contains unbalanced pricing. Unbalanced pricing exists when, despite an acceptable TEP, the price of one or more items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. Offerors are cautioned that a Proposal may be rejected if unbalanced pricing exists and the FAA determines that the lack of balance poses an unacceptable risk.
- Completeness/Consistency/Traceability – The FAA will review each price Proposal to determine whether it includes all required pricing information, aligns with summary pricing tables, and provides adequate and traceable supporting pricing details. The FAA at its sole discretion may require additional information or reject Proposals lacking completeness, consistency, and traceability.
- Cost Realism – The FAA may perform cost realism analysis to determine whether proposed costs may be overstated or understated with respect to performing the RFS requirements using the Offeror's unique and described methods in the cost and technical proposals.
- Best and Final Offers – As part of the down-select negotiation process, the FAA may request best and final offers, which may present the Down-selected Offerors with the opportunity to update their Price or Technical Proposals. FAA reserves the right to negotiate exclusively with the Down-

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## Section C – Evaluation of Proposals

selected Offerors and will make such determination based on its preliminary determination with Offeror's have the highest ranked Proposals achieving Best Value and Best Delivery for FAA.

### C.5.1 Cost Model and TEP

The FAA will evaluate each Offeror's price proposal by reviewing the submitted Cost/Price Model, BOE, and any additional supporting documentation submitted by the Offeror. Cost realism may be conducted using a Quantitative and Qualitative (Q&Q) analysis, in accordance with AMS Procurement Guidance T.3.2.3.A.1.d(2), Cost Realism. The Q&Q analysis will result in the FAA calculating a Most Probable Cost (MPC). The MPC will be used to determine the TEP, which includes the complete scope of the program across the entire contract period of performance (base and all continuation periods). **The TEP, which will be the sum of the MPC for CLINs 1 through 5,** will be used in the tradeoff analysis. The evaluation of a continuation period(s) does not obligate the FAA to exercise the continuation period(s).

### C.5.2 Price Assumptions, Deviations, and Contingencies

The FAA reserves the right to reject any exceptions, deviations, or assumptions made. The FAA reserves the right to deem a statement that contradicts an RFS requirement an exception or deviation, whether or not the Offeror identifies it as such. Any assumptions deemed restrictive, unreasonable, incompatible with the NEEDS or which may reduce accountability to an unreasonable degree may be judged by the evaluation teams as a risk or weakness or in certain extreme circumstances, non-compliance.

C.5.3 Award Fee Plan - The FAA will evaluate how the Award Fee Plans practically and functionally will incentivize and create an alignment of interest between the Integrator and its subcontractors to deliver a BNATCS to meet the NEEDS of the FAA, with a focus on efficiency in delivering the most critical assets, capabilities and improvements to the NAS first. The extent to which the Award Fee Plan defers compensation to achievement of major and impactful milestones to improvements of the NAS, including at the back-end of the term, will be an important factor. The objectivity and specificity of the Award Fee plan will also be evaluated to ensure it is not setting the Parties up for disputes or ambiguity.

## C. 6 Volume III: Past Performance Evaluation Process

Each Offeror's and its applicable Team Member's past performance will be assessed using the Offeror-provided information and information received in the response to the *Past Performance Survey (Appendix I.J.2)*. If the Offeror's legal entity is composed of more than one Team Member, then a past performance survey is required from the three major Team Members as determined by the Offeror. The FAA will consider the areas identified in Section C.6.1C. 6 and use the ratings as identified in **Table 2** as outlined in Section C.6.2, Past Performance Rating Descriptions, to rate the Past Performance volume.

The FAA assessment may be augmented by information obtained through contact with prior clients of the Offeror, including references other than those identified by the Offeror, and the results used in the evaluation.

While the FAA may elect to consider information obtained from other sources, the FAA is under no obligation to do so. Past performance evaluations will be conducted on information determined to be relevant and recent. Past performance examples that do not meet recency and relevancy requirements may be considered but will not receive full credit. Based on the definitions within **Table** the FAA will



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## Section C – Evaluation of Proposals

determine relevancy and recency of Offeror-provided information as well as information obtained from other sources. An Offeror's lack of past performance on similar types of contracts may result in an Offeror receiving a lower rating. The FAA is not bound by the Offeror's view of relevancy or recency.

Offerors will be assessed to see whether they have a proven track record of quality work, timely performance, satisfied customers, effective program management, cost control, and efficient contract administration. This assessment will be based on the past performance information submitted in accordance with Section B.

The FAA will review and assess the customer satisfaction questionnaires for consistency with information provided by the Offeror and for independent assessment of the Offeror's past experience as related to the factors in this Section C.

In the absence of relevant past performance as defined above, the Offeror's past performance may be assessed based upon their three most recent past performance credentials closest to the BNATCS Program requirements as defined in this RFS. These examples may be submitted by the Offeror or identified by the FAA.

Past Performance will be rated by assessing strengths, weaknesses, and risks noted for each of the past performance examples and using the criteria stated in **Table 2**.

### **C.6.1 Past Performance Evaluation Criteria**

The following areas will be considered in the evaluation:

Quality of Product or Service: The FAA will evaluate the degree to which the Offeror demonstrates its past performance in delivering quality products or services in the areas of compliance with contract requirements, accuracy of reports and overall technical excellence.

Timeliness of Performance: The FAA will evaluate the degree to which the Offeror demonstrates its past performance for timeliness of performance in the areas of meeting event milestones, meeting delivery schedules, fulfilling contract requirements and meeting completion dates.

Administration: The FAA will evaluate the degree to which the Offeror demonstrates its past performance in complying with contract terms and conditions and/or task order requirements; the effectiveness of the Offeror's ability to manage contract/task efforts; Offeror's willingness to negotiate contractual modifications resulting from changes in contractual and/or technical requirements without cost increases or schedule delays; accuracy and timeliness of reports; met contractual subcontracting goals; and provided subcontracting management and in each case is reflective of their ability to achieve the Integrator Objectives & Mission and to meet the NEEDS of the FAA.

Cost Control: The FAA will evaluate the degree to which the Offeror demonstrates its past performance for cost control of its own costs and subcontractor costs in the areas of forecasting target costs, target costs relationships to actual costs, billing, and cost efficiency and is reflective of their ability to achieve the Integrator Objectives & Mission and to meet the NEEDS of the FAA.

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## Section C – Evaluation of Proposals

**Customer Satisfaction:** The FAA will review and assess the customer satisfaction questionnaires for consistency with information provided by the Offeror. The FAA will evaluate the degree to which the Offeror demonstrates its past performance for customer satisfaction by assessing the overall satisfaction of end users with the Offeror's service and is reflective of their ability to achieve the Integrator Objectives & Mission and to meet the NEEDS of the FAA.

An Offeror's failure to provide sufficient detail on past performance with contracts of significant size, scope and requirements may result in an Offeror receiving a lower rating. In the event that the FAA does not receive the required Past Performance Surveys from an Offeror or its Team Members, that may result in the Offeror receiving a lower rating or disqualification. While the FAA reserves the right to augment with sources other than those identified by the Offeror, the FAA is under no obligation to do so.

### C.6.2 Past Performance Evaluation Ratings

**Table 2: Past Performance Rating Definitions**

| Rating                 | Definition   |
|------------------------|--|
| <b>High Confidence</b> | The past performance response gives the FAA a high degree of confidence that the requirements will be met in a timely and cost-effective manner. The combined impact of identified strengths and opportunities far outweighs the combined impact of weaknesses and risks.  |
| <b>Confidence</b>      | The past performance response gives the FAA a degree of confidence that requirements can be met in a timely and cost-effective manner. The combined impact of strengths and opportunities outweighs the combined impact of weaknesses and risks.   |
| <b>Low Confidence</b>  | The past performance response gives the FAA low confidence that the requirements may be met in a timely and cost-effective manner. The combined impact of strengths and opportunities is equivalent to or somewhat less than the combined impact of weaknesses and risks   |
| <b>No Confidence</b>   | The past performance either does not fully address the requirements or the response fails to adequately identify the competency or capability to meet the requirements in a timely and cost-effective manner. The combined impact of weaknesses and risks far outweighs the impact of any strengths and opportunities. |

## C. 7 Volume IV: Proposal and Other Documents

### C.7.1 Invoices

The FAA will analyze the degree of detail provided in the sample invoices for both the Offeror and subcontractors. The FAA will review the clarity of charges and the breakdown of all fees and charges. The results of the analysis will be used in assessing performance risk.

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## Section C – Evaluation of Proposals

### C. 8 Definitions

**Table 3: Definition of Terms**

| Term               | Definition  |
|--------------------|---|
| <b>Strength</b>    | An aspect of a Proposal that would positively impact performance of the resulting contract, or exceed the minimum requirements, or otherwise benefit the FAA.   |
| <b>Weakness</b>    | An aspect of a Proposal that would negatively impact performance of the resulting contract, or fail to meet the minimum requirements, or otherwise harm the FAA.  |
| <b>Risk</b>        | An aspect of a Proposal that presents an uncertainty as to the ability of the Offeror to successfully perform the required effort or the proposed approach.   |
| <b>Opportunity</b> | An aspect of a Proposal that presents a potential enhancement potential that improves the program's ability to meet its performance, schedule, cost, or other objectives. This is different from strength in that it may not occur. |
| <b>Relevant</b>    | Present/Past programs that involved similar magnitude of effort and complexity that will be required to provide the services required for BNATCS and are currently ongoing or were recently completed.                              |
| <b>Recent</b>      | Performance within ten years of the date of Proposal submission   |

### C. 9 FAA Reserved Rights

#### C.9.1 Communications.

Offerors are advised that the FAA reserves the right to make an award based on initial Proposals received, without communications (including but not limited to clarification requests). The FAA may communicate with Offerors orally or in writing during the evaluation. The FAA reserves the right to conduct communications, discussions, and negotiations with one, some, or all competing Offerors. Responses to FAA issued communications, discussions, or negotiations may be used in the evaluation of the Proposals. Communications with one or more Offerors do not necessitate communications with other Offerors. Offerors must not assume that they will be contacted or afforded an opportunity to clarify, discuss, or revise their Proposal. Therefore, it is critical that each Proposal be fully responsive to the RFS and its provisions. Offerors are instructed to submit Proposals with their most favorable cost and non-cost terms. Offerors are hereby notified that alternate proposals will not be evaluated for this award.

The FAA reserves the right to: (i) reject any and all Proposals, (ii) waive any requirements, and (iii) accept minor irregularities and discrepancies if it is determined to be in the best interest of the FAA to do so.

The FAA may utilize generative artificial intelligence (Gen AI) tools to assist in processing, analysis, and evaluation of Proposals submitted in response to this RFS to improve the speed and efficiency of the agency's review. Gen AI means the class of AI models that emulate the structure and characteristics of input data in order to generate derived synthetic content. By submitting your Proposal, you acknowledge and consent to the use of Gen AI tools in our evaluation process.

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## Section C – Evaluation of Proposals

The FAA may use a proprietary AI model such as Amazon Nova Pro in Bedrock. Models used by FAA are hosted by Amazon Web Services. FAA may use AI tools to evaluate Proposals using a specialized AI system trained exclusively on FAA acquisition documents to review compliance with instructions in Section B and analyze Proposals according to the evaluation criteria specified in this Section C, providing automated analysis and scoring recommendations that serve as a decision support tool with human reviewers maintaining oversight and final authority at every step of the review process.

The FAA has implemented bias testing and validation protocols for all internally developed AI tools used in evaluation. FAA will maintain audit trails for all AI-generated insights to ensure accountability. Proposals submitted in response to this RFS will not be used to train or improve Gen AI models. All Proposals will be stored in a locked S3 bucket and will be deleted after the review is completed. In addition, the LLM will be provided only to the FAA employees with a need-to-know in performance of official duties. While Gen AI tools may assist in our evaluation process, all final decisions remain under human control.

### **C.9.2 Basis for Exclusion from Award Consideration**

The FAA reserves the right to eliminate Offerors' Proposals from consideration for award prior to a final award decision. An Offeror may be excluded from award consideration if it is deemed to have submitted a non-responsive or incomplete Proposal.

Any Offeror with a rating of "unsatisfactory" on any factor may be excluded from further consideration. Once any unsatisfactory rating is determined, the FAA reserves the right to not review any additional material the Offeror provided and move directly to removing that Offeror from consideration for award.

Any Offeror with a rating of "no confidence", as defined in **Table 2**, for the Past Performance volume may be excluded from further consideration. Once the rating of "no confidence" is determined the FAA reserves the right to eliminate the Offeror from any further consideration for award without reviewing any additional Proposal material.

An omission or a vague response to the requirements of this RFS may be deemed an incomplete Proposal, as it relates to the requirements of the RFS and consequently may cause the Offeror to be deemed ineligible for award.

Failure by an Offeror to sufficiently identify and address risks may lead the FAA to conclude that the Offeror has an inadequate understanding of the requirements, and it may be grounds for elimination from the competition.

Proposals with unbalanced prices may be rejected and may be grounds for elimination from the competition.

Unrealistically low or unreasonably high proposed prices or inconsistencies between the cost and non-cost volumes may be grounds for eliminating an Offeror from competition on the basis that the Offeror does not understand the complexity and risks of the contract requirements or has made an unrealistic or unreasonable Proposal.

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## Section C – Evaluation of Proposals

If at any point during the evaluation process the FAA concludes that an Offeror is not likely to receive award, the FAA may stop evaluating the Offeror and eliminate the Offeror from further consideration for award.

The Contracting Officer will notify in writing any Offeror eliminated from further consideration either at the time of elimination or at the time of award.

### **C. 10 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2019)**

This RFS 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>.

3.2.4-31 Evaluation of Options (October 2024)

**SECTION D**  
**INTEGRATOR ACCOUNTABILITY CONTRACT TERM SHEET**

**Table of Contents**

|   |   |
|---|---|
| D.1 –Hybrid Integrator Procurement & Implementation ..... | 2 |
| D.2 –Negotiation of IAC.....                              | 4 |
| D.3 – IAC Term Sheet .....                                | 5 |

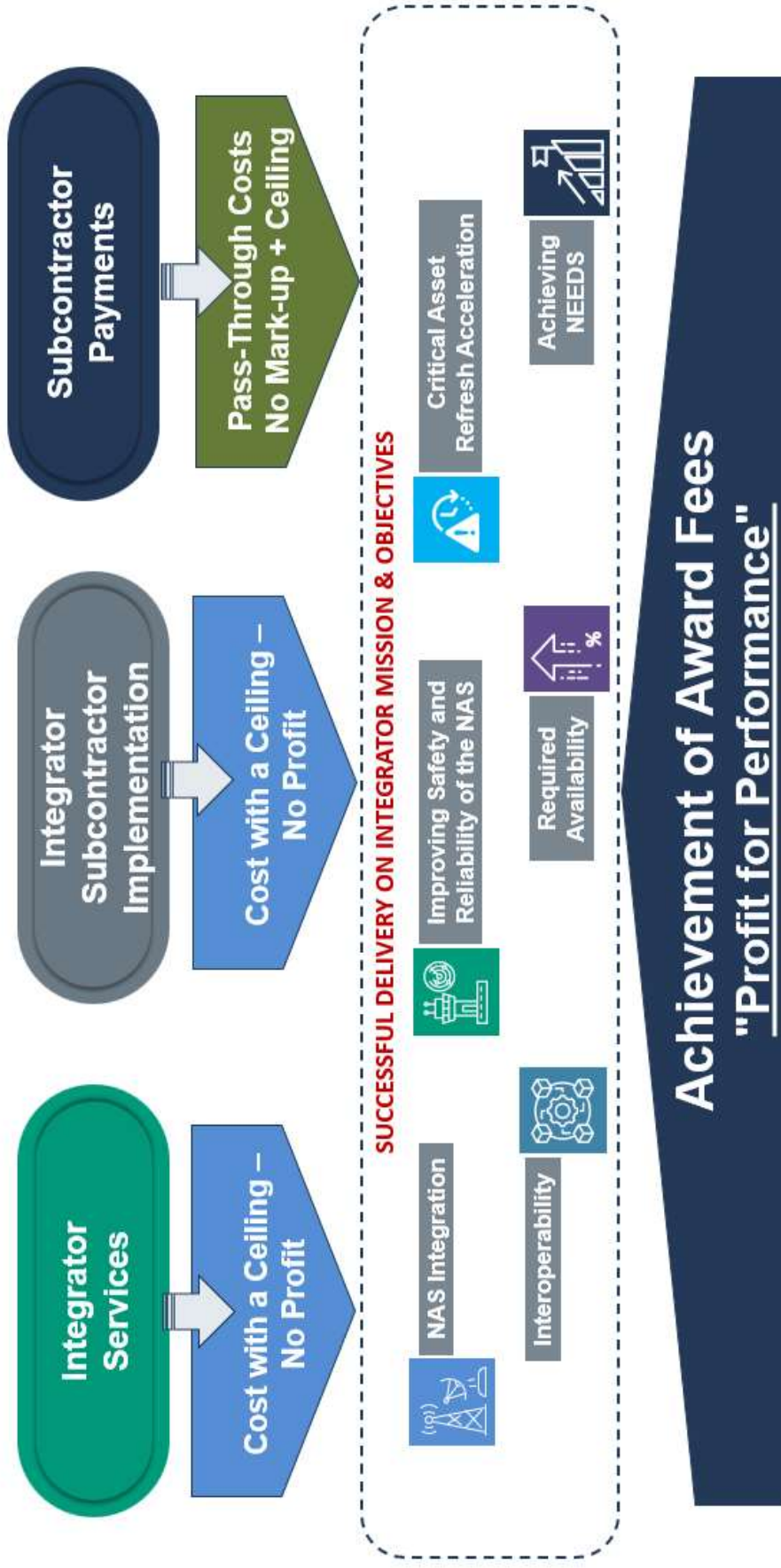
Section D – Integrator Accountability Contract Term Sheet

D.1 –Hybrid Integrator Procurement & Implementation





# INTEGRATOR COMPENSATION STRUCTURE





## **D.2 –Negotiation of IAC**

- (a) **Overview** - This Section D contains a Term Sheet for the IAC. The Term Sheet will serve as the basis for further contract requirements to be included in the IAC. A form of IAC is expected to incorporate all relevant components of this RFS, along with additional terms from the AMS, as well as others to be issued to the Down-selected Offerors will be negotiated prior to award. The IAC terms and conditions will take precedence over all other documents under this RFS, as provided in the RFS order of precedence. Upon execution and effectiveness, the IAC will be the governing document between the Integrator and FAA.
- (b) **Agreement** - The Offerors acknowledge and agree that prior to submission of their Proposal, they have reviewed and accepted the terms and conditions contained in this RFS and the Term Sheet.
- (c) **Down-Select IAC Release** - Following the down-selection by FAA of qualified Offerors, the Down-selected Offerors will be provided a draft form of the IAC the terms of which are intended to conform to those set forth in this RFS, and are consistent with the approach described in the Term Sheet.
- (d) **Down-select Negotiation of the IAC** – As part of the down-select process, the Down-selected Offerors will, in good faith, negotiate the terms of the IAC with FAA, along with certain Task Orders that can be executed immediately commencing the effective date of the IAC. In negotiating the IAC, we intend to enter into an IAC that is substantively consistent with the Term Sheet and the terms in the RFS.
- (e) **Final IAC Release** – Prior to the best and final offers being submitted, FAA anticipates releasing the final version of the IAC for the Down-selected Offerors to have a baseline of terms and conditions for their best and final offers.
- (f) **Execution of the IAC**- Upon execution of the IAC, the terms of this RFS—unless expressly incorporated—into the IAC, will have no further effect with regard to the Integrator and the FAA.

## Section D – Integrator Accountability Contract Term Sheet

### D.3 – IAC Term Sheet

This section (**Term Sheet**) is intended as a general description of certain contract terms that are intended to form a portion of the IAC to be negotiated with the Down-selected Offeror, finalized and executed with the Selected Offeror in accordance with the RFS. The IAC will incorporate and include all relevant provisions of the RFS, including but not limited to, those provisions specified in Sections H (*Special Contract Requirements*) and I (*Contract Clauses*) of the Appendix RFS.

Capitalized terms that are not otherwise defined in this Term Sheet have the meaning given in the RFS.

| No.   | Topic  | Description   |
|---|--|---|
| <b>1. ROLE OF INTEGRATOR AND, SCOPE OF SERVICES, AND PAYMENTS</b> |  |   |
| <b>1.1.</b>   | <b>Integrator Role and Scope of Services</b> | <p>Refer to RFS Performance Work Statement for a description of the role of the Integrator and Integrator scope of services .</p> <p>The Integrator will be required to provide all of the services expressly described in the RFS together with all other ancillary and incidental services required to deliver the BNATCS and fulfill the Integrator Objectives &amp; Mission to meet the NEEDS of the FAA.</p> <p>The Integrator’s role will be to manage its own resources and proactively coordinate with, act as a force-multiplier and empower, FAA’s resources to achieve the required outcomes and objectives of this RFS.</p> |
| <b>1.2.</b>   | <b>Commencement of Services</b>              | <p>The Integrator will commence services immediately following execution of the IAC.</p> <p>The IAC will also include a process for the FAA to issue Task Orders for the commencement of specific services.</p>   |
| <b>1.3.</b>   | <b>Hybrid Integrator Role</b>                | <p>The role of the Integrator is hybrid comprising three components:</p> <ul style="list-style-type: none"><li>(1) <b>Integration Services</b> - Proposing, implementing, and managing the integration of all efforts necessary to achieve the BNATCS;</li><li>(2) <b>Existing Vendors</b> – Working with FAA to implement enhancements, efficiencies, and integration support capabilities for Existing Contracts held by FAA and required for the BNATCS; and</li></ul>   |

Section D – Integrator Accountability Contract Term Sheet

| No.  | Topic                      | Description   |
|------|----------------------------|---|
|      |                            | (3) <b>Integrator Subcontractors</b> - Procuring and managing subcontractors through direct contract arrangements as required for the BNATCS.   |
| 1.4. | <b>Existing Vendors</b>    | <p>With regard to Existing Vendor coordination and integration:</p> <ul style="list-style-type: none"> <li>• FAA will notify the Existing Vendors of the appointment of the Integrator, the Integrator's role, and FAA's expectations for the Integrator and Existing Vendors to collaborate and coordinate with one another to achieve the BNATCS. FAA has provided copies of all elements of existing contracts to the Offerors in the Data Warehouse.</li> <li>• The Integrator will review and provide recommendations to FAA for optimizing delivery and implementation of Existing Contracts and integrating with other aspects of the BNATCS. The FAA will have the right to accept or reject recommendations. Where recommendations are accepted by FAA, the FAA may include requiring the Existing Vendors to enter into Associate Contractor Agreements (<b>ACAs</b>) as further described in Section H.30 to the Appendix. ; and</li> <li>• Where FAA determines necessary, FAA may require the Integrator to have a more active role in “managing” an Existing Contract as FAA's agent to effectively deliver the BNATCS to meet the FAA's NEEDS..</li> </ul> |
| 1.5. | <b>Integrator Services</b> | <p>Integrator Services which apply throughout the term of the IAC, including overall BNATCS wide design / engineering, phasing, planning and Task Order development, negotiating, and integration / deconflicting, program management, interface management, risk strategy and elimination, developing permitting strategies, Stakeholder management, proposing options and strategies for ongoing operations and maintenance after delivery, and all other related or necessary services and work required to deliver the BNATCS fulfilling the Integrator Objectives &amp; Mission to meet the FAA's NEEDS.</p> <p>For clarity, Integrator Services are programmatic wide and the overall resource needed, and are not the incremental individual Task Order resources needed for pure Subcontractor or Existing Vendor implementation and execution work which is described</p>  |

Section D – Integrator Accountability Contract Term Sheet

| No.  | Topic   | Description  |
|------|---|--|
|      |   | further under Section 1.11 (Integration Implementation Services).  |
| 1.6. | <b>Task Orders, Generally</b><br><i>(Step 2)</i>    | <p>As described in Section H of the Appendix to the RFS and as will be set out in the IAC, Task Orders will be issued with respect to each Workstream and each Sub-Workstream, as identified, or related to, the Performance Work Statement.</p> <p>There is no limit on the number of Task Orders that may be issued under the IAC. <u>FAA and the Integrator will be review and exchange comments iteratively to draft Task Orders prior to their issuance to ensure there are no surprises prior to the deadlines required to execute and commence work under a Task Order.</u></p> <p>It is anticipated that Task Orders will coincide with the specified contract line-item numbers (CLINS) for each of the Sub-Workstreams identified in the RFS.</p> <p>The terms of each Task Order (including scope of work or services, period of performance, place of performance and payment terms) will be specified in the relevant Task Order.</p> <p>Only FAA Contracting Officers will be authorized to issue or modify Task Orders under the IAC.</p> |
| 1.7. | <b>Task Order Definitization</b><br><i>(Step 2)</i> | <p>The Integrator will be responsible for proposing, negotiating and definitizing Task Orders for each Workstream in accordance with its integration plan and the Milestone Schedule described in Section 3.1 below. As part of definitizing Task Orders for Workstreams the Integrator will be required to:</p> <ul style="list-style-type: none"> <li>define the scope of each Workstream and Sub-Workstream required for a Task Order and develop a logical sequence of delivery of various components of the work to eliminate duplication and delay to implementation and meet the FAA's NEEDS and produce based on such sequence a fully-integrated three-year look-ahead schedule (e.g. CDRL PM-04) with key deliverables and timing for seeking approval of Task Orders to achieve a BNATCS within the term, in each case, not to exceed the deadlines established</li> </ul>  |

Section D – Integrator Accountability Contract Term Sheet

| No.  | Topic                                | Description   |
|------|--------------------------------------|---|
|      |                                      | <p>in the BNATCS timeline found in Section J.4 of the Appendix to the RFS;</p> <ul style="list-style-type: none"> <li>• solicit at least three (3) subcontractor bids, unless waived by FAA, for the Task Order;</li> <li>• coordination with FAA labor;</li> <li>• design and engineering development at various agreed upon increments,</li> <li>• cost-estimating with an independent cost estimator for the BNATCS (this role will have a duty of care to FAA);</li> <li>• maintaining (and regularly updating) a risk register;</li> <li>• conducting site and existing facility investigations including identifying site or facility constraints that may impact scope, cost, schedule, or construction, and identifying regulatory approvals, permits, reviews and authorizations;</li> <li>• research and innovation necessary to effectively perform the Integrator Services;</li> <li>• engaging and coordinating with potential subcontractors, Existing Vendors, FAA and other Stakeholders (e.g. airports, government agencies, utilities, and other FAA Existing Vendors);</li> <li>• developing a fully integrated sub-schedules within the three-year lookahead with completion dates for each Task Order; and</li> <li>• such other steps as required to prepare a Task Order Proposal for the FAA, including all required CDRLs for such Task Order to be approved.</li> </ul> |
| 1.8. | <b>Task Order Proposals (Step 2)</b> | <p>The Integrator must submit a proposal to the FAA’s approval for each Task Order (<b>Task Order Proposal</b>). The Task Order Proposal must include:</p> <ul style="list-style-type: none"> <li>• the detailed scope of the work or services to be provided, including system / subsystem specifications (SSS) - (CDRL SE-07);</li> <li>• an explanation for how the Integrator will deliver the scope to achieve the Integrator Objectives &amp; Mission and the FAA’s NEEDS and in each case more efficiently or effectively than FAA’s baseline;</li> </ul>  |

Section D – Integrator Accountability Contract Term Sheet

| No.  | Topic  | Description   |
|------|--|---|
|      |  | <ul style="list-style-type: none"> <li>• detailed plans for procuring and managing the Subcontractor or Existing Vendor contract and providing oversight to ensure the work and services is delivered on time and to meet the performance requirements and ultimately meet the Integrator Objectives &amp; Mission (the “<b>Subcontractor Management Plan</b>”);</li> <li>• the proposed basis of award of the subcontractor contract (including a summary of evaluation criteria, key terms of the contract, performance requirements and the basis of payment) together with reasons why the Integrator believes that the proposed basis of award is in the interests of the FAA and will further the Integrator Objectives &amp; Mission and to meet the NEEDS of the FAA;</li> <li>• the proposed procurement documents, including the form of subcontractor contract identifying all flow-down provisions as a discrete component of the contract;</li> <li>• the proposed form of Direct Agreement (see Section 2.5 below) that the successful subcontractor will be required to execute in favor of the FAA;</li> <li>• the names of potential subcontractors to whom the Integrator proposes to invite to bid for the subcontract; and</li> <li>• such other information as FAA may require.</li> </ul> <p>To the extent necessary, Task Order Proposals will be provided on an iterative basis to ensure that the terms and conditions that are material are negotiated well in advance of the expected Milestone Target Date, and there are no surprises with the final Task Order. The FAA will review each Task Order Proposal prepared by the Integrator.</p> <p>It is expected that some Task Orders may be executed prior to, or on or around the effective date of the IAC, where such Task Orders have been substantially negotiated as to these terms and conditions under the RFS.</p> |
| 1.9. | <b>Descoping / Off-Ramping for Non-Performance</b> | <p>If the FAA does not approve a Task Order Proposal, it will provide its reasons and the parties will discuss and negotiate changes to the Task Order Proposal. FAA also reserves the right to descope the IAC and remove a Task Order from the Integrator’s scope at any time in its sole discretion.</p>   |

Section D – Integrator Accountability Contract Term Sheet

| No.   | Topic   | Description  |
|-------|---|--|
|       |   | <p>Additionally to the extent that the Integrator is in default of its obligations to timely negotiate in good faith Task Orders with FAA by the applicable Milestone Deadline in the Milestone Schedule, in addition to assessing performance based deductions and losing-Award Fee entitlements, FAA may also “off-ramp” and terminate the Integrator and, if such termination occurs within the first 365-days of the IAC, negotiate a replacement IAC on similar terms with the next highest ranked Offeror under the RFS for re-award. FAA may also draw on any performance security provided by the Integrator to secure its performance under Step 2, which may include performance bonding, letters of credit or guarantees, as applicable.</p>  |
| 1.10. | <b>Competitive Procurement Process (Step 2)</b> | <p>If FAA approves the Integrator’s Subcontractor Management Plan in connection with a Task Order Proposal the Integrator will promptly solicit competitive bids (at least three (3)) for that package.</p> <p>The Integrator will solicit proposals from potential Subcontractors in accordance with the approved Task Order Proposal.</p> <p>Once the Integrator has received Subcontractor proposals, the Integrator must:</p> <ul style="list-style-type: none"> <li>• notify FAA of the receipt of the proposals;</li> <li>• evaluate the proposals in accordance with the approved Task Order Proposal; and</li> <li>• submit to FAA a report which includes the results of the evaluation and identifies the Subcontractor to whom the Integrator proposes to award the subcontractor contract.</li> </ul> <p>The FAA will have the right to be present and observe all steps involved in the opening and evaluation of the proposals.</p> <p>The FAA will notify the Integrator within a specified time whether the FAA approves or objects to the Integrator making its proposed award. If the FAA objects to the proposed award it will provide its reasons for its objection and the parties will seek to negotiate an acceptable solution.</p> |

Section D – Integrator Accountability Contract Term Sheet

| No.   | Topic   | Description   |
|-------|---|---|
|       |   | <p>The Integrator must not award a Subcontract to where FAA objects, unless the reasons for FAA's objections are resolved to FAA's satisfaction .</p> <p>If the FAA approves the award of a subcontractor contract, it will issue a Task Order for prompt implementation by the Integrator.</p>   |
| 1.11. | <b>Integrator's Implementation Services</b><br><i>(Step 3)</i>                                | <p>Integrator Implementation Services include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Overseeing and managing the implementation of Task Orders requiring performance by an Existing Vendor or Subcontractor (e.g. not purely Integrator Services);</li> <li>• Ensuring all work and services delivered under the Task Orders are delivered on time and within the agreed fee ceiling and is properly integrated into the NAS and operates to achieve the Integrator Objectives &amp; Mission and to meet the NEEDS of the FAA.</li> <li>• Integrator implementation work may be performed directly by Integrator personnel in conjunction with the subcontractors.</li> <li>• FAA may require the Integrator (or through a subcontract , the subcontractor) performance security (e.g., guarantees, letters of credit, bonds, etc.) with each Task Order as required by law or due to the terms negotiated under the IAC.</li> </ul> |
| 1.12. | <b>Operations and Maintenance Services during Development and Delivery</b><br><i>(Step 3)</i> | <p>Until at least completion of all Integrator Implementation Services, the Integrator will be responsible for Operation and Maintenance Services which include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• managing the transition, ramp up and operation of the BNATCS, including providing all training for FAA and other relevant Stakeholder personnel;</li> <li>• overseeing maintenance of the BNATCS; and</li> <li>• responding to, and resolving, operational challenges to the BNATCS.</li> </ul>   |
| 1.13. | <b>Integrator Compensation</b>  | <ul style="list-style-type: none"> <li>• The Integrator's cost proposal (as negotiated and agreed with FAA prior to execution of the IAC) will serve as the basis for compensation of the Integrator under the IAC.</li> </ul>  |



## Section D – Integrator Accountability Contract Term Sheet

| No.   | Topic                   | Description  |
|-------|-------------------------|--|
|       |                         | <ul style="list-style-type: none"> <li>As indicated in the Integration Compensation Structure chart above, a separate ceiling amount will be required for all Integration Services in response to the RFS. A separate ceiling price is required for Integrator Implementation Services for those CLINs subject to “Firm Pricing” in Form J-5.</li> <li>Compensation to the Integrator will be paid in four components: <ul style="list-style-type: none"> <li><b>Integrator Services</b> – all work described in Sections 1.5-1.9 in this Term Sheet. To be paid on a Cost + Award Fee (Ceiling) basis in accordance with the RFS. Award Fee earned as part of the Award Fee referred to in Section <b>Error! Reference source not found.</b> below.</li> <li><b>Integrator Subcontractor Implementation Work</b> – Integrator’s employees (incremental to those providing Integrator Services) supporting individual subcontractor implementation under a specific CLIN. To be paid on a Cost + Award Fee (Ceiling) basis in accordance with the RFS. Award Fee earned as part of the Award Fee referred to in Section <b>Error! Reference source not found.</b> below.</li> <li><b>Subcontractor Pass-Through Costs</b> – Any eligible contract type approved by FAA, including Subcontracts required to be subject to “Firm Pricing” in Form J-5 required in response to this RFS.</li> <li><b>Award Fees</b> – Integrator’s profit to be earned solely through Award Fees referred to in Section <b>Error! Reference source not found.</b> below.</li> </ul> </li> </ul> |
| 1.14. | <b>Task Order Costs</b> | <p>Payments for Integrator Services, Integrator Subcontract Implementation Work and Subcontractor Pass-Through Costs will be payable according to Task Orders.</p> <p>Each Task Order will specify the basis of payment, the amount(s) payable, and terms of payment, with respect to the actual delivery of the work to be delivered or performed under the Task Order (<b>Task Order Costs</b>).</p> <p>Task Orders are expected to have a ceiling-cost that is a hard cap on the cost to be performed. As a result, the Step 2 process</p>  |

Section D – Integrator Accountability Contract Term Sheet

| No.          | Topic  | Description   |
|--------------|--|---|
|              |  | <p>is intended to afford the Integrator the time needed to provide a ceiling price with sufficient certainty that it can ensure that all Task Orders are delivered at or under the ceiling, as well as on-time and in accordance with the performance-based requirements.</p> <p>FAA will pay Task Order Costs in accordance with the terms of the Task Order.</p>  |
|              | <b>Noncompliance Deductions</b>  | <p>The IAC will include a performance-based deduction mechanism establishing certain key performance indicators (KPIs) serving as a basis for deduction and withholding of amounts otherwise payable to the Integrator for Integrator Services or Integrator Implementation Services for poor performance or failing to meet the NEEDS of the FAA.</p> <p>Inadequate amounts payable to the Integrator may result in a liquidated damage payment by the Integrator.</p> <p>To the extent such KPI is directly caused by a Subcontractor the Integrator may flow-down such KPI / deduction to the applicable Subcontractor as provided in their Subcontract.</p> <p>As described in Section B, Offerors are required to propose in Attachment B-4 the KPIs that will be subject to deductions, all of which will be subject to negotiation between FAA and the Integrator in connection with the IAC.</p> <p>Additional deductions / KPIs may be required and negotiated under each Task Order for Task Order specific requirements / standards.</p> |
| <b>1.15.</b> | <b>Maintenance Services, including Lifecycle and Handback after Delivery</b> | <p>During the Period of Performance, the FAA may require the Integrator to propose a scope of services for ongoing maintenance services after completion of all the Integrator Implementation Service where it would be advantageous for the FAA, together with a proposed fee structure.</p> <p>Any such services and associated fees would be provided by way of a Task Order.</p>  |

Section D – Integrator Accountability Contract Term Sheet

| No.                | Topic  | Description   |
|--------------------|--|---|
|                    |  | Offerors may propose such services as part of its Proposal in accordance with, and to the extent provided by Section B to this RFS.   |
| 1.16.              | <b>FAA Labor Coordination</b>                    | The Integrator will be responsible for arranging and overseeing training of the FAA trainers who will train the FAA's labor force on the BNATCS. The Integrator will also ensure that all labor end-users of the BNATCS will be core Stakeholders to its implementation and development.  |
| <b>2. SECURITY</b> |  |   |
| 2.1.               | <b>Joint and Several Liability</b>               | Where the Integrator is a joint venture between a number of Integrator Team Members or a special purpose entity, as between the Integrator Team Members and FAA each of the Integrator Team Members will be jointly and severally liable to the FAA for the obligations and liabilities of the Integrator.  |
| 2.2.               | <b>Guarantees</b>                                | If required by FAA, the Integrator must procure guarantees from one or more parent entities of an Integrator Team Members that are deemed necessary and acceptable to FAA, to guarantee all performance and payment obligations and liabilities of the Integrator under the IAC.  |
| 2.3.               | <b>Letter of Credit or Other Liquid Security</b> | To secure the performance by the Integrator, the Integrator may be required to provide a form of liquid security (e.g. letters of credit, retainage, or otherwise) to FAA.  |
| 2.4.               | <b>Performance and Payment Bonds</b>             | Where required by law, the Integrator must provide or ensure that the applicable Subcontractors provide performance and payment bonds to support any of the Task Orders. Warranty Bonds or operations / maintenance bonds may also be required.   |
| 2.5.               | <b>Key Subcontractor Direct Agreement</b>        | The Integrator will be required to cause each key-Subcontractor identified by FAA to enter into a direct agreement with the FAA and the Integrator which will include provisions providing (1) the FAA with a right (but not an obligation) to step-in under any dsuch Subcontract where the Integrator has defaulted under the IAC ; and (2) FAA with a right (but not an obligation) to assume the rights and obligations of the Integrator under the contract if the FAA terminates the IAC ( <b>Direct Agreement</b> ). |

Section D – Integrator Accountability Contract Term Sheet

| No.  | Topic   | Description  |
|--|---|--|
|  |   | The Integrator must also include an ACA clause in all of its Subcontracts.   |
| <b>3. SCHEDULE, DELAYS AND PERFORMANCE</b> |   |  |
| 3.1.                                       | <b>Step 2 Milestones</b>                                    | <p>The IAC will include a milestone schedule (<b>Milestone Schedule</b>) with respect to the Step 2 activities with target dates (<b>Milestone Target Date</b>) and deadlines for achieving those milestones (<b>Milestone Deadline</b>).</p> <p>The Milestone Schedule submitted in response to the RFS in the Proposal must at a minimum include key milestones for agreeing on Task Orders for all CLINs required under Attachment J-4 to the Appendix, affording adequate time to define, negotiate and finalize such Task Order ahead of the delivery deadlines for each such Task Order under the overall Integrated Master Schedule (IMS) (CDRL – PM-03) submitted with the Proposal.</p> <p>As noted above the Milestone Schedule will be part of the IMS.</p> <p>The Milestone Schedule will be proposed, negotiated, and agreed with Down-selected Offerors prior to the award of the IAC.</p> |
| 3.2.                                       | <b>Alternative Delivery Solutions</b>                       | The Integrator may propose at any time under the IAC alternative delivery solutions authorized by the Accelerated Acquisitions section of the AMS or any asset monetization solution which will be effective at more efficiently delivering a BNATCS as required under the IAC and in accordance with all applicable laws, including fiscal law.   |
| 3.3.                                       | <b>Liquidated Damages for Missing Milestone Target Date</b> | If the Integrator fails to achieve a milestone by the applicable Milestone Target Date, the FAA will be entitled to levy delay liquidated damages against the Integrator.  |

Section D – Integrator Accountability Contract Term Sheet

| No.  | Topic   | Description  |
|------|---|--|
|      |   | The amount of liquidated damages will be specified in the IAC and agreed prior to execution of the IAC.  |
| 3.4. | <b>Default for Missing Deadline</b>                     | Failure by the Integrator to achieve a milestone by the applicable Milestone Deadline, will constitute a default and entitle the FAA to terminate the IAC for default and seek associated remedies. Note that the FAA may terminate for convenience at any time.   |
| 3.5. | <b>Performance Regime</b>                               | <p>The IAC will include a detailed performance regime which includes key performance requirements. Failure to meet the performance requirements may result in the assessment of deductions against amounts payable to the Integrator under the IAC.</p> <p>The performance regime and associated deductions will be developed and agreed prior to execution of the IAC based on the form included as Attachment 4 to Section B. Offerors are requested as part of their Proposal to submit their proposed key performance indicators for each Workstream which will entitle FAA to deductions under the IAC.</p>   |
| 3.6. | <b>Key Personnel / Key Personnel Liquidated Damages</b> | <p>The Integrator will expressly acknowledge that the identity, skill, experience, reputation, and education of the individuals identified as Key Personnel in its Proposal responding to the RFS were a material factor in its selection as the Integrator and replacing any Key Personnel in the absence of good cause which are solely death, disability, incapacity, retirement, or voluntary or involuntary termination of employment (<b>Good Cause</b>), is a breach of contract.</p> <p>As described in Section H of the Appendix, the Integrator will not be permitted to replace Key Personnel in circumstances that do not constitute Good Cause. Upon such unpermitted replacement, the FAA may (in its sole discretion), by written notice to the Integrator, assess a non-compliance deduction, which may be deducted from any amounts payable to the Integrator.</p> <p>A</p> |

Section D – Integrator Accountability Contract Term Sheet

| No.   | Topic  | Description   |
|---|--|---|
|   |  | <p>A retention and exceptional performance bonus for Key Personnel that are high-performing and retain their position for the full term of the BNATCS delivery shall be included in the Offeror's Award Fee Plan</p> <p>See also H.6 in the Appendix to the RFS.</p>  |
| 3.7.  | <b>Partnering</b>  | <p>The Integrator will be expected to procure an independent and appropriately qualified facilitator (<b>Partnering Facilitator</b>), to be approved by FAA, who will work with the parties to conduct partnering workshops and to develop and implement partnering goals, principles and processes, to facilitate the successful delivery of the BNATCS by the Integrator to meet the NEEDS of the FAA.</p> <p>In its Proposal, Offerors should recommend specific individuals to serve in this capacity and support the FAA and the Integrator in launching the BNATCS once the IAC is executed.</p>  |
| <b>4. NO EXCUSES EXCEPTIONAL DELIVERY STANDARD, RESPONSIBILITIES, AND RISKS</b> |  |   |
| 4.1.  | <b>NEEDS, Risk Allocation and Constraints Management</b> | <p>As stated in the RFS, the Integrator will be required to deliver the BNATCS to meet the NEEDS of the FAA.</p> <p>As a result, as between the Integrator and FAA, the Integrator will be responsible for assessing and identifying, managing, and eliminating (where possible) all constraints and risks, including those identified in Attachment <u>1 to Section A</u> and all those identified in the Integrators <u>Implementation &amp; Risk Elimination Plan</u>, in each case required to successfully and timely deliver the BNATCS, and developing and implementing strategies for achieving these requirements and addressing risks, including with respect to the following:</p> <ul style="list-style-type: none"> <li>• access to all required rights of way;</li> <li>• all required environmental and other governmental approvals (federal, state and local);</li> <li>• all required approvals, consents, and cooperation from third parties, including work to be performed by those third parties (e.g., railroads, utilities, adjacent property owners);</li> </ul> |

## Section D – Integrator Accountability Contract Term Sheet

| No.                               | Topic   | Description   |
|-----------------------------------|---|---|
|                                   |   | <ul style="list-style-type: none"> <li>• identification and management of all hazardous materials and other environmental conditions in accordance with applicable law;</li> <li>• supply chain issues;</li> <li>• force majeure events;</li> <li>• changes in law; and</li> <li>• all other risks to the successful delivery of the BNATCS.</li> <li>• The Integrator will maintain or exceed NAS performance standards and equipment availability according to the table at the end of this document.</li> </ul>  |
| 4.2.                              | <b>Independent Quality Assurance / Independent Cost Estimator</b> | <p>If requested by the FAA, the Integrator will be required to engage one or more independent firms to undertake independent quality assurance and cost estimation on all of the Task Orders. Both of these independent roles will have a duty of care to the FAA. The Independent Cost estimator will serve as an independent third-party check on the Integrator’s Task Order Proposals.</p> <p>The FAA will have the right to approve any proposed firm that the Integrator proposes to engage for this purpose. The firm will be required to expressly acknowledge a duty of care in favor of the FAA.</p>  |
| <b>5. DEFAULT AND TERMINATION</b> |   |   |
| 5.1.                              | <b>Integrator Default</b>   | <p>The IAC will include provisions permitting the FAA to terminate the IAC for specified defaults (<b>Integrator Defaults</b>), including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Persistent breach of the performance standards in the IAC;</li> <li>• Noncompliance deductions exceed a certain amount during a three-month or six-month period;</li> <li>• Failure to achieve a milestone by a Milestone Deadline;</li> <li>• Failure to deliver and maintain required security;</li> <li>• Failure to deliver and maintain required insurance;</li> <li>• The Integrator or any Integrator Team Member becoming a “prohibited person”;</li> </ul> |

## Section D – Integrator Accountability Contract Term Sheet

| No. | Topic | Description   |
|-----|-------|---|
|     |       | <ul style="list-style-type: none"> <li>• Bankruptcy of Integrator, Integrator Team Member or guarantors;</li> <li>• Failure to comply with safety requirements; and</li> <li>• Any other material breach.</li> </ul> <p>If the FAA terminates the IAC for Integrator Default the damages claimable by FAA will include, but not be limited to, all prior Award Fees paid.</p> |

### NAS Performance Table

| Performance Metric                        | Baseline Standard   | Expectation                                    | Exclusion  |
|---|---|--|--|
| <b>NAS Delays Due to Equipment Issues</b> | X hours/ year<br><br>[*FAA to provide during negotiations]  | Maintain or reduce the delay baseline          | Controlled (agreed-upon) outage<br>FAA staffing shortage<br>Airline Failure<br>Weather<br>Equipment failure outside of BNATCS/ IAC scope |
| <b>Equipment Availability / Uptime</b>    | % Availability for <ul style="list-style-type: none"> <li>• [ ] % IDS</li> <li>• [ ] % TFMS</li> <li>• [ ] % Radar Replacement</li> <li>• [ ] % Surface Movement Radar</li> <li>• [ ] % Radios</li> </ul> | Maintain or increase the availability baseline | Outage due to third parties, e.g., fiber cuts  |



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Section D – Integrator Accountability Contract Term Sheet

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|  | <ul style="list-style-type: none"><li>• [ ] %<br/>Voice<br/>Switch</li><li>• [ ] %<br/>Telecomm<br/>unications</li><li>• [ ] %<br/>ASOS</li><li>• [ ] %<br/>OASIS</li></ul> <p>[*FAA to provide<br/>during<br/>negotiations]</p> |  |  |
|--|--|--|--|