



July 25, 2025

Mr. Mathew Blum
Acting Administrator
Office of Federal Procurement Policy
Office of Management and Budget
Washington, DC 20503

Subject: Feedback on Federal Acquisition Regulation Overhaul – Parts 11, 18, 39, & 43

Dear Mr. Blum,

Representing the nation's most innovative and capable aerospace and defense companies, the Aerospace Industries Association (AIA) commends the various efforts underway to modernize and simplify regulatory frameworks — particularly the initiative to overhaul the Federal Acquisition Regulation (FAR). In its current state, the regulatory environment places excessive burdens on businesses of all sizes and often discourages them from engaging with government contracts. By reducing these barriers, we can foster greater innovation, expand participation, and accelerate the pace at which government agencies operate.

AIA appreciates the opportunity to provide informal feedback throughout the FAR Overhaul effort ahead of formal rulemaking in the fall. We previously provided comments on the revised FAR Parts 1, 10, and 34.¹ We are pleased to now provide comments in response to the proposed changes contained within the model deviation guidance for FAR Parts 11, 18, 39, and 43.

FAR Part 11: Describing Agency Needs

1. **Precedence of Requirements:** The revised FAR Part 11 eliminates language which clarified the order of precedence that should be given to resolve potential conflicts among requirements documents. This hierarchy helped to ensure consistency and clarity in acquisition planning. Without a formal order of precedence, different agencies—or even different contracting officers—might assess the priority of requirements differently. This could lead to inconsistencies across procurements, potentially complicating contractor responses and compliance, and lead to potentially costly disputes. To avoid these scenarios, AIA recommends retaining the original language providing the order of precedence (Citation: original FAR Subpart 11.101).
2. **Performance and Delivery Schedules:** The revised FAR Part 11 eliminates language which requires the government to clearly identify delivery and performance schedules in solicitations and to ensure the schedules are realistic and meet the requirements of the acquisition. As a clear understanding of delivery and performance schedules are critical for industry performance, AIA recommends retaining this language (Citation: original FAR Subpart 11.401(a)).
3. **Brand Name or Equal Purchase Specifications:** Section 888 of Public Law 114-328 establishes the DOD's ability to use brand name or equal specification and, importantly, establishes a requirement that contracting officers must execute a written justification

¹ [AIA Feedback on FAR Overhaul – Parts 1, 10, & 34](#)

and approval prior to issuing a “brand name or equal solicitation.” The revised FAR Part 11 eliminates language which permits the use of brand name or equal purchase descriptions. While the Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 211.104 identifies the requirement for a written justification and approval, it does not provide additional information regarding brand name or equal solicitations. This language alone may not provide sufficient information regarding these types of solicitations without the additional context currently provided by FAR 11.104. To ensure the authority—and conditions of the authority—are clear, AIA recommends including the provision originally set forth in FAR 11.104 in the DFARS (Citation: original FAR Subpart 11.104, DFARS 211.104).

4. **Inherently Governmental Functions:** The revised FAR Part 11 eliminates language which requires identification of contractor personnel serving in roles on behalf of the government where the acts of these personnel could be construed as official government acts. As this is a statutory requirement which applies to the DOD (Section 831 of the FY2009 National Defense Authorization Act), AIA recommends the DFARS be amended to include this language (Citation: original FAR Subpart 11.106).

FAR Part 18: Emergency Acquisitions

1. **Improper Business Practices and Personal Conflicts of Interest:**
The revised FAR Part 18 eliminates language which clarifies that emergency acquisitions are not exempt from the requirements and limitations set forth in FAR Part 3 (Improper Business Practices and Personal Conflicts of Interest). To ensure that improper business practices and conflicts of interest are not an issue, even in times of disaster, AIA recommends this language be retained (Citation: original FAR Subpart 18.000(b)).

FAR Part 39: Acquisition of Information and Communication Technology

1. **Protection of Privacy:** The revised FAR Part 39 eliminates language which requires agencies to ensure contractor information technology (IT) systems address protection of privacy and adhere to the Privacy Act, including implementing associated safeguards required to comply. While FAR Subpart 4.19 (Basic Safeguarding of Covered Contractor Information Systems) and FAR Clause 52.204-21 address broad safeguarding requirements, they do not explicitly reference the Privacy Act. Without this Subpart, there is no longer a centralized FAR requirement mandating privacy protections in IT contracts. To avoid inconsistent application of privacy standards across agencies and increased risk of non-compliance with the Privacy Act, AIA recommends this language be retained within the FAR (Citation: original FAR Subpart 39.105).

The revised FAR Part 39 also eliminates language which requires contracting officers to insert a clause regarding privacy safeguards in all solicitations and contracts for IT. This paragraph and the associated clause provided consistent regulatory direction to all federal agencies regarding privacy and protection of information and communication technology. Additionally, the clause provided direction to industry on proper safeguarding of information. While this requirement can be included in individual contracts, the FAR requirement would better ensure consistent and proper protection. As such, AIA recommends retaining this language (Citation: original FAR Subpart 39.106 and associated FAR Clause 52.239-1).

2. **Applicability:** The revised FAR Part 39 significantly – and perhaps unintentionally – expands the applicability of the requirements contained within FAR Part 39. Previously, FAR Part 39 applied to “information technology by or for the use of agencies except for acquisitions of information technology for national security systems” and “Information and communication technology by or for the use of agencies or for the use of the public, unless an exception or an exemption applies.” The revised FAR Part 39 expands this applicability by revising it to read: “This part applies to acquiring information and communication technology (ICT), and supplies and services that use ICT.” By also including “supplies and services that use ICT,” significantly more procurements could be considered in scope and therefore subject to the requirements of FAR Part 39, including any products that include some form of computer or communication device. To avoid subjecting select procurements to unnecessary compliance requirements, AIA recommends eliminating “...and supplies and services that use ICT” from the applicability section (Citation: revised FAR Subpart 39.001(a)(1)).

FAR Part 43: Contract Modifications

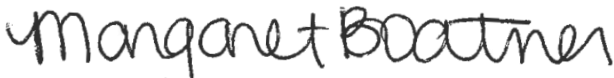
1. **Additional Funds Required as a Result of Contract Modifications:** The revised FAR Part 43 eliminates language which required that, instances where additional funds are required as a result of an adjustment to the contract, the contracting officer must secure the funds before making any such adjustment. As the U.S. government would need to have funds in place in order to award funding to the contractor resulting from an equitable adjustment to price, AIA recommends this language be retained (Citation: original FAR Subpart 43.204(b)(4)).
2. **Contractor Notification of Contract Changes:** The revised FAR Part 43 includes language which requires the contractor to notify the U.S. government in writing as soon as possible when they determine the government has made a change to the contract. The revised FAR Subpart 43.204(a) states: “When a contractor determines that the Government has made or may make a change in the contract that is not in writing and is not signed by the contracting officer, it is necessary that the contractor shall notify the Government in writing as soon as possible.” While contractors *should* make every effort to notify the government when they believe a change has occurred, the primary onus to identify changes should be on the government and imposing a reporting requirement on contractors (by virtue of the use of the word “shall”) may lead to unintentional consequences, such as lack of agility and less collaboration. As such, AIA recommends revising the sentence to read: “When a contractor determines that the Government has made or may make a change in the contract that is not in writing and is not signed by the contracting officer, it is necessary that the contractor *should* notify the Government in writing as soon as possible.” (Citation: revised FAR Subpart 43.204(a)).
3. **Changes Clauses:** Consistent with several other FAR revisions, the revisions to FAR Clause 52.243-1 and 52.243-3 appear to be intended to simplify language without changing the underlying meaning. However, the revisions are likely to be interpreted as substantively meaningful. Changing from “in any one or more of the following” to “related to” in subparagraph (a)(1) of both clauses will expand the scope of the Changes clauses. The original language limits the scope of any change within the boundaries of the list. The revision, however, expands the scope by permitting a change to anything in the contract that is “related” to one of the listed items. Accordingly, AIA recommends the original language be retained (Citation: original FAR Clause 52.243-1(a) and FAR Clause 52.243-3(a)). Notably, the original language which stated “in any one or more of

the following” was left intact in 52.243-2(a). Additionally, there seems to be a transposition error in the Section 52 clause edits. The correct clause number should be 52.243-2 (instead of 52.234-2).

AIA applauds efforts to streamline, simplify, and modernize the federal procurement process. AIA and its member companies stand ready to partner with the Office of Management and Budget on the FAR Overhaul, and we look forward to reviewing and providing feedback on the revised FAR Parts as the effort progresses.

Thank you in advance for considering our views. Please direct any questions to the undersigned at margaret.boatner@aia-aerospace.org or 703-358-1085.

Sincerely,

A handwritten signature in black ink that reads "Margaret Boatner". The signature is written in a cursive, flowing style.

Margaret Boatner
Vice President, National Security Policy