

<b>SOLICITATION, OFFER AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 6973GH-23-R-00064	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED BID (RFP)	3. DATE ISSUED 02/02/2023	PAGE OF PAGES 1   53

**IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/ PURCHASE REQUEST NO. AC-23-00909	6. PROJECT NO.
7. ISSUED BY AAQ-710 LOGISTICS CENTER ACQ FAA AERONAUTICAL CENTER PO BOX 25082 BLDG 014-AHQ, ROOM 233A OKLAHOMA CITY OK 73125	CODE AAQ710-AFN	8. ADDRESS OFFER TO Samantha.A.Pearce@faa.gov
9. FOR INFORMATION CALL: 	A. NAME Samantha Pearce	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 405-954-7739

**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"**

10. THE CONTRACT AUTHORITY REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date)*

Perform as per Attachment J.1 SOW FAA-JAX-22-04, J.2 MCO-D-TDWR-C001, and J.3 MCO-D-TDWR-E001

BETWEEN \$50,000 - \$100,000

Per 3.2.2.3-63 SITE VISIT (CONSTRUCTION) (JUL 2004), a site visit is scheduled for 09 FEB 2023 at 0900 EST at 2921 Simpson Rd, Kissimmee, FL 34773.

11. The Contractor shall begin performance within 5 calendar days and complete it within 30 calendar days after receiving  award  notice to proceed. The performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  YES  NO  
*(If "YES", indicate within how many calendar days after award in item 12B.)*

12B. CALENDAR DAYS  
0

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1700 (hour) local time 02/23/2023 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address. The solicitation number, and the date and time offers are due.

B. An offer guarantee  is.  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 0 calendar days for Contract Authority acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (MUST BE FULLY COMPLETED BY OFFEROR)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Contract Authority in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13D. Failure to insert any number means the offeror accepts the minimum in item 13D.)

**AMOUNTS**

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO	DATE								

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Contract Authority)**

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
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26. ADMINISTERED BY CODE <b>AAQ710-AFN</b> AAQ-710 LOGISTICS CENTER ACQ FAA AERONAUTICAL CENTER PO BOX 25082 BLDG 014-AHQ, ROOM 233A OKLAHOMA CITY OK 73125	27. PAYMENT WILL BE MADE BY
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.)  Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.)  Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Contract Authority solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)  Raymond Lena		
30B. SIGNATURE	30C. DATE	31B. CONTRACT AUTHORITY  BY	31C. AWARD DATE

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Furnishing all labor, materials, tools, equipment, and services as necessary to replace the section of fence and to replenish three graveled areas of the MCO TDWR facility. Electronic & IT: 03				

**Section A - Solicitation/Contract Form**

## Section B - Supplies or Services/Prices

### Section B - Schedule

The contractor shall furnish all labor, tools, materials, equipment, transportation, and supplies necessary to complete all work defined in the statement of work.

Item No.	Description	Estimated Cost
0001	Replace section of fence and to replenish three graveled areas of the MCO TDWR facility	\$ _____

**PERIOD OF PERFORMANCE IS 30 DAYS AFTER NTP**

**Total Firm Fixed Price \$ \_\_\_\_\_**

Clause List

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## **Section C - Description/Specifications**

Scope of Work

C.1 STATEMENT OF WORK (SOW)

The contractor must furnish all labor, materials, tools, equipment, and services as necessary to replace the section of fence and to replenish three graveled areas of the MCO TDWR facility in accordance with the SOW and Drawings.

Clause List

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## **Section D - Packaging and Marking**

Clause List

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## Section E - Inspection and Acceptance

### Clause List

#### E.1 INSPECTION

The Contracting Officer or his authorized representative may at all reasonable times inspect or otherwise evaluate the work being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made on the premises of the vendor or his subcontractor, the vendor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

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

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

(End of clause)

#### 3.10.4-10 INSPECTION OF CONSTRUCTION (SEP 2009)

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## Section F - Deliveries or Performance

### Clause List

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

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(End of clause)

#### 3.10.1-11 GOVERNMENT DELAY OF WORK (APR 1996)

#### 3.10.1-24 NOTICE OF DELAY (MAR 2009)

#### AC1817 ACCELERATED DELIVERY (JAN 1997)

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

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## Section G - Contract Administration Data

### Clause List

#### 3.10.1-23 CONTRACTING OFFICER'S REPRESENTATIVE-CONSTRUCTION CONTRACTS (APR 2012)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Representatives (CORs). The Contracting Officer will provide written notice of COR appointment(s), setting forth the authorities and limitations, to the Contractor within 5 calendar days prior to the notice to proceed. COR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

#### AC1227 RELEASE FORM (JAN 1997)

The contractor will be required to execute Contractor's Release Form DOT F 4220.4 (2-71) prior to final payment under the contract. (Note: A copy of Form DOT F 4220.4 (2-71) is attached hereto for information purposes.)

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## Section H - Special Contract Requirements

### Clause List

#### H.1 PERMITS AND RESPONSIBILITIES

The Contractor shall secure and pay for all permits, licenses, special inspections, etc., required in the execution of the work, whether of a permanent or temporary nature.

##### 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2020)

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

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

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

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

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

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

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

(End of Clause)

##### 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 2022)

(a) Definitions.

(1) "The Act," as used in this clause, means section 1352, title 31, United States Code.

(2) "Agency," as used in this clause, means executive agency, within the meaning of 5 U.S.C. 101, 102, and 104(I), and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101.

(3) "Covered Federal action," as used in this clause, means any of the following Federal actions:

(i) The awarding of any Federal contract.

(ii) The making of any Federal grant.

- (iii) The making of any Federal loan.
- (iv) The entering into of any cooperative agreement.
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (4) "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304) and include Alaskan Natives.
- (5) "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- (6) "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
- (7) "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:
  - (i) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
  - (ii) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
  - (iii) A special Government employee, as defined in section 202, title 18, United States Code.
  - (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.
- (8) 'Person,' as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- (9) 'Reasonable compensation,' as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
- (10) 'Reasonable payment,' as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
- (11) 'Recipient,' as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- (12) 'Regularly employed,' as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person must be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

(13) 'State,' as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal action) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the screening information request (SIR), the offeror must complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this clause in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must disclose accordingly.

(4) This certification and disclosure is a prerequisite for making or entering into this contract imposed by the Act. Any person who makes a prohibited expenditure or fails to file or amend a disclosure form, must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

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

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

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

(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(A) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

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

(A) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(B) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(C) Capability presentations by persons seeking awards from an agency pursuant to the provisions of a law authorizing such actions;

(v) Only those services expressly authorized by subdivision (c)(1)(i) of this clause are permitted under this clause.

(2) Professional and technical services.

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

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

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

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

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subdivisions (c)(2)(i) and (ii) of this clause are permitted under this clause.

(v) The reporting requirements herein must not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(d) Disclosure.

(1) If the Contractor, who requests or receives from an agency a Federal contract, has made or has agreed to make any payment using non-appropriated funds (to include profits from any Covered Federal action), to any person for the purpose of influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a Covered Federal action, the Contractor must file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities..

(2) The Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such

person under subparagraph (d)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor must require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding \$150,000 under the Federal contract.

(4) All subcontractor disclosure forms must be forwarded from tier to tier until received by the prime Contractor. The prime Contractor must submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor.

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

(f) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or fails to file or amend the disclosure form to be filed or amended by paragraph (b) must be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representations made by their subcontractors in the certification and in the disclosure form.

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

(End of clause)

#### AC1231 NOTIFICATION REQUIREMENTS WHEN FRIABLE ASBESTOS MATERIAL IS REMOVED/DISTURBED (JAN 1997)

(a) Prior to any planned and/or scheduled disturbance of friable asbestos material, mainly CAFCO ceilings, the contractor shall present a written plan to the Contracting Officer. The plan shall include, but not be limited to, location, type facility, size of area to be disturbed or removed, method of containment to be used, disposal procedures, clean-up procedures, number of employees involved, protective clothing/equipment to be used, the date and time removal/disturbance is planned and any other information requested by the Contracting Officer. The contractor shall not proceed with any removal or disturbance of friable asbestos material without written approval from the Contracting Officer.

(b) If during the performance of the contract the contractor inadvertently disturbs friable asbestos material, mainly CAFCO ceilings, the contractor shall immediately cease operations and notify the Contracting Officer. The contractor shall remain at the site of disturbance for the Contracting Officer's instructions.

#### AC4555 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)

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

testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

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

#### AC4557 STRIKES OR PICKETING

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

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## Section I - Contract Clauses

### Clause List

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

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

(End of clause)

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

#### 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JUL 2018)

#### 3.2.2.3-33 ORDER OF PRECEDENCE (MAR 2009)

#### 3.2.2.3-42 DIFFERING SITE CONDITIONS (JUL 2004)

#### 3.2.2.3-43 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (JUL 2004)

#### 3.2.2.3-45 MATERIAL AND WORKMANSHIP (JUL 2004)

#### 3.2.2.3-46 SUPERVISING THE CONTRACT WORK (JUL 2004)

#### 3.2.2.3-47 PERMITS AND RESPONSIBILITIES (JUL 2004)

#### 3.2.2.3-48 OTHER CONTRACTS (MAR 2009)

#### 3.2.2.3-49 PROTECTING EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (JUL 2004)

#### 3.2.2.3-50 PROPERTY PROTECTION (OCT 2014)

#### 3.2.2.3-51 OPERATIONS AND STORAGE AREAS (APR 2012)

#### 3.2.2.3-52 USE AND POSSESSION BEFORE THE PROJECT IS COMPLETE (JUL 2004)

#### 3.2.2.3-53 CLEANING UP AND ROADWAY MAINTENANCE (JUL 2004)

#### 3.2.2.3-54 PREVENTING ACCIDENTS (JUL 2004)

#### 3.2.2.3-56 SCHEDULES FOR CONSTRUCTION CONTRACTS (JUL 2004)

#### 3.2.2.3-58 LAYOUT OF WORK (MAR 2009)

#### 3.2.2.3-60 SPECIFICATIONS, DRAWINGS, AND MATERIAL OFFERS (MAR 2009)

#### 3.2.2.3-62 PRECONSTRUCTION CONFERENCE (JUL 2004)

#### 3.2.2.3-68 SAFETY AND HEALTH (OCT 2014)

3.2.2.3-69 SUBCONTRACTS - CONSTRUCTION (JUL 2004)

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

3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 2011)

3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)

3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 2021)

3.2.5-3 GRATUITIES OR GIFTS (OCT 2019)

3.2.5-4 CONTINGENT FEES (OCT 1996)

3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2019)

3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)

3.3.1-2 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (JUL 2018)

3.3.1-15 ASSIGNMENT OF CLAIMS (JUL 2018)

3.3.1-19 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2021)

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

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT (JUL 2018)

3.4.1-7 NOTICE TO PROCEED (OCT 2019)

3.4.1-8 PATENT INFRINGEMENT BOND REQUIREMENTS (OCT 2019)

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

3.4.2-6 TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)

3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES - FIXED PRICE CONTRACT (JUL 2019)

3.5-1 AUTHORIZATION AND CONSENT (JAN 2019)

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

3.5-4 PATENT INDEMNITY - CONSTRUCTION CONTRACTS (JAN 2009)

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

3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, SERVICE-DISABLED VETERAN OWNED, AND HUBZONE SMALL BUSINESS CONCERNS (JAN 2021)

3.6.1-4 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2022)

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (JUL 2021)

3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (JAN 2021)

3.6.2-2 CONVICT LABOR (APR 1996)

3.6.2-9 EQUAL OPPORTUNITY (JUL 2020)

3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (APR 2022)

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

3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (OCT 2018)

3.6.2-18 DAVIS BACON ACT (OCT 2018)

3.6.2-19 WITHHOLDING-LABOR VIOLATIONS (JUL 2017)

3.6.2-20 PAYROLLS AND BASIC RECORDS (APR 2017)

3.6.2-21 APPRENTICES, TRAINEES, AND HELPERS (JAN 2019)

3.6.2-22 SUBCONTRACTS (LABOR STANDARDS) (JAN 2019)

3.6.2-23 CERTIFICATION OF ELIGIBILITY (JAN 2019)

3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (OCT 2018)

3.6.2-39 TRAFFICKING IN PERSONS (APR 2019)

3.6.2-46 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

3.6.2-47 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

3.6.3-13 AFFIRMATIVE PROCUREMENT OF RECYCLED CONTENT AND PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JAN 2020)

3.6.3-14 USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (JAN 2020)

3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)

3.6.3-23 DELIVERY OF ELECTRONIC AND PAPER DOCUMENTS (JAN 2020)

3.6.3-24 ASBESTOS NESHAP COMPLIANCE (OCT 2015)

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

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

3.6.4-23 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (APR 2022)

3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (APR 2021)

3.9.1-1 CONTRACT DISPUTES (JAN 2020)

3.9.1-2 PROTEST AFTER AWARD (AUG 1997)

3.10.1-7 BANKRUPTCY (APR 1996)

3.10.1-8 SUSPENSION OF WORK (SEP 1998)

3.10.1-15 CHANGES-CONSTRUCTION, DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (APR 2022)

3.10.1-16 CHANGES AND CHANGED CONDITIONS (APR 2022)

3.10.1-20 WARRANTY-CONSTRUCTION (JUL 1996)

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

3.10.3-2 GOVERNMENT PROPERTY - BASIC CLAUSE (APR 2022)

3.10.4-23 CONTRACTOR AND SUBCONTRACTOR COMPLIANCE WITH FASTENER ACT (NOV 1997)

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

3.10.6-6 DEFAULT (FIXED PRICE CONSTRUCTION) (OCT 1996)

3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (OCT 2001)

3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JAN 2011)

3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APR 2022)

3.2.2.3-41 PERFORMING WORK (JUL 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least 15% percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

3.2.2.3-71 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (OCT 2021)

The Contractor must (a) begin work under this contract within 5 calendar days after the date you receive the notice to proceed, (b) perform the work diligently, and (c) complete the entire work ready for use not later than 30 calendar days. The time allowed for completion must include final cleanup of the premises.

(End of clause)

### 3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (APR 2022)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

The offeror should be prepared to provide the following information:

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

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, <https://vetbiz.va.gov/vip/>.

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

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

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

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

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

(End of Clause)

### 3.3.1-40 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2022)

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

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

(2) "Payment request" means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in this clause, and the applicable Payment clause and invoicing requirements included in this contract

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

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

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

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

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

- (1) Invoice number and invoice date.
- (2) Period of performance covered by invoice.
- (3) Contract number and title.
- (4) Task/Delivery Order number and title (if applicable).
- (5) Amount billed (by CLIN), current and cumulative.
- (6) Total (\$) of billing.
- (7) Cumulative total billed for all contract work to date.
- (8) Name, title, phone number, mailing address, and email address (if available) of person to be contacted in the event of a defective invoice.

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

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

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

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

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

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

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

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

### 3.3.2-1 FAA COST PRINCIPLES (OCT 2019)

(a) Federal Aviation Administration (FAA) "Contract Cost Principles" must be used for:

- (1) The pricing of contracts, subcontracts, and modifications to contracts and subcontracts whenever cost analysis is performed; and
- (2) The determination, negotiation, or allowance of costs when required by a contract clause.

(b) The Contracting Officer will incorporate the FAA cost principles and procedures in contracts with commercial organizations as the basis for:

- (1) Determining reimbursable costs under

(i) Cost-reimbursement contracts and cost-reimbursement subcontracts under these contracts performed by commercial organizations and

(ii) The cost-reimbursement portion of time-and-materials contracts except when material is priced on a basis other than at cost;

(2) Negotiating indirect cost rates, when:

(i) FAA has division or corporate contract administration responsibilities;

(ii) Quick Close-out procedures are used; or

(iii) Indirect rate caps are negotiated in the contract.

(3) Proposing, negotiating, or determining costs under terminated contracts;

(4) Price revision of fixed-price incentive contracts;

(5) Price redetermination of price redetermination contracts; and

(6) Pricing changes and other contract modifications.

(c) When division or corporate contract administration responsibilities rest with another Government agency, the FAA will apply the cost principles of the administering agency for the determination or negotiation of indirect rates not covered by (2)(ii) or (2)(iii) above.

(d) Upon request, the Contracting Officer will provide a copy of the FAA "Contract Cost Principles."

(End of clause)

### 3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (APR 2022)

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

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (i.e., active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans),

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

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

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

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

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

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

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

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

(End of clause)

### 3.6.2-24 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (JAN 2019)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 must include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 15.5%

Goals for female participation: 6.9%

(Contracting Officer insert goals)

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor must provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification must list the:

(1) Name, address, and telephone number of the subcontractor,

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) The Contractor must implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it must apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor must take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor must ensure foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor must provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women must be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor must not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor must not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor must carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered must be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein must not be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### 3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2019)

(a) Definitions:

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

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

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

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

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

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

(b) Enrollment and verification requirements.

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

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

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

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

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

(i) All new employees.

(A) Enrolled 90 calendar days or more.

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

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

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

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

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

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

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

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

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

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

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

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

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

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

(e) Subcontracts. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

(End of Clause)

### 3.6.3-12 ASBESTOS - FREE CONSTRUCTION (APR 2017)

(a) In performing this contract, the Contractor must not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility.

(b) The Contractor must provide to the Contracting Officer (CO) a signed statement 3 calendar days before completion indicating that no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(c) The FAA retains the right to conduct sampling of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. If asbestos-containing material is found, the Contractor must bear the expense of the sampling conducted by the FAA, remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor must bear the expense of all testing (bulk sampling and air sampling conducted by the contractor and the FAA) to determine that the asbestos removal and site decontamination are satisfactorily completed. The Contractor must follow all applicable federal, state, and local asbestos regulatory requirements as well as applicable FAA Orders with respect to asbestos abatement when the Contractor is required to remove asbestos materials they have installed.

(End of clause)

### 3.6.4-3 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (APR 2022)

(a) The Buy American Act (41 U.S.C. §§ 8301-8305) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government give preference to domestic construction material. The restrictions of the Buy American Act do not apply when FAA determines use of a particular domestic construction material: (i) would unreasonably increase the cost (the cost of particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent, unless the agency head determines a higher percentage would be appropriate); (ii) would be impracticable; (iii) is not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality, or (iv) where the FAA Administrator has determined in writing that application of the Buy American Act to a construction material is not in the public interest. This restriction also does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows

None

(b) Definitions:

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

(2) "Construction material," as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, will be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

(3) "Domestic construction material," as used in this clause, means (i) an unmanufactured construction material mined or produced in the United States, or (ii) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable will be treated as domestic.

(c) The Contractor agrees that only domestic construction material must be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

(d) Request for determination of inapplicability of the Buy American Act:

(1) Any Contractor request to use foreign construction material in accordance with paragraph(a) of this clause must be submitted to the Contracting Officer and must include adequate information for Government evaluation of the request, including:

(i) A description of the foreign and domestic construction materials;

(ii) Unit of measure;

(iii) Quantity;

(iv) Price;

(v) Time of delivery or availability;

(vi) Location of the construction project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (a) of this clause.

(2) *Unreasonable Cost.* A request based on unreasonable cost must include a reasonable survey of the market and a completed price comparison table in the format of paragraph (7) below.

The price of construction material must include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(3) *Non-Availability Determination Waiver Approvals* - In accordance with AMS Guidance T3.6.4A.4.b (3) (c), if the construction material is not being mined, produced, or manufactured in the U.S. in sufficient and reasonably available commercial quantities or of a satisfactory quality, the use of the proposed foreign construction material must also be approved by the FAA Acquisition Executive (FAE) and reviewed by the Office of Management and Budget (OMB) Made in America Office (MIAO). If a contractor is requesting a determination on this basis, the following additional information must be submitted in support of such a request:

(i) Country(ies) of origin and U.S. content (if any), of foreign end item or materials intended for purchase, if known;

(ii) The estimated value of the procurement (or portion of the procurement) covered by the waiver; and

(iii) As part of the justification provided under (d) (1) (viii) above, fully describe the market research activities and methods used to identify domestically manufactured items or materials capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources . This must include a description of all efforts at competition for the items or materials, how long the requirement was open for competition, and identification of any potential domestic sources that did not compete along with the reason why (if known).

(4) Any Contractor request for a determination submitted after contract award must additionally explain why the Contractor could not reasonably have foreseen the need for such a determination and could not have requested the determination before contract award. If the Contractor does not provide a satisfactory explanation, the Contracting Officer need not make a favorable determination.

(5) If the Government determines after contract award that an exception to the Buy American Act applies, any required waiver is approved, and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material.

(6) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act

(7) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor must include the following information and any applicable supporting data based on the survey of suppliers:

**FOREIGN AND DOMESTIC MATERIAL PRICE COMPARISON**

Construction Material Unit of Measure Quantity Price(\$)\*

Item 1			
Foreign Construction Material	[ ]	[ ]	[ ]
Domestic Construction Material	[ ]	[ ]	[ ]
Item 2			
Foreign Construction Material	[ ]	[ ]	[ ]
Domestic Construction Material	[ ]	[ ]	[ ]

(List name, address, phone number, and contact for supplier surveyed. Attach copy of response, if oral, attach summary)

\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

(End of clause)

**3.10.1-19 MODIFICATION COST PROPOSAL - PRICE BREAKDOWN (CONSTRUCTION) (JUL 1996)**

(a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.

(b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various

elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.

(c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of clause)

### 3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (JAN 2019)

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

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

(1) Is proposed to exceed \$150,000; or

(2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$150,000.

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

[Fill in subcontract]

[Fill in subcontract]

[Fill in subcontract]

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

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

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

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

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

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

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

(7) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

### 3.10.3-5 USE AND CHARGES (OCT 2018)

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

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

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

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

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

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

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

(ii) Otherwise authorizes such use in writing; and

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

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

(d) General.

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

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

(e) Rental charge.-

(1) Real property and associated fixtures.

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

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

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

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

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

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

(f) Rental payments.

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

to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

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

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

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

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

(End of clause)

### 3.13-16 RECORDS MANAGEMENT (JAN 2020)

#### (a) *Definitions.*

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

(1) Includes all FAA records.

(2) Does not include personal materials.

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

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

#### (b) *Requirements.*

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

(2) *Applicability.* All data created for Government use and delivered to, or falling under, the legal control of the Government, are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33. Such Federal records must be managed and scheduled for disposition only as permitted by the Federal Records Act, relevant statute or regulation, and FAA Order 1350.14 "Records Management" at [https://www.faa.gov/documentLibrary/media/Order/FAA\\_1350.14B.pdf](https://www.faa.gov/documentLibrary/media/Order/FAA_1350.14B.pdf).

(3) *Records maintenance.* While in Contractor's custody, the Contractor is responsible for preventing the alienation or unauthorized destruction of FAA records, including all forms of mutilation. Records may not be removed from the legal custody of FAA or destroyed except in accordance with the provisions of the agency records schedules and with the written concurrence of the FAA Agency Records Officer (ARO) (or the ARO's designate) and Contracting

Officer, as appropriate. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report the event to the Contracting Officer in accordance with 36 CFR 1230, Unlawful or Accidental Removal, Defacing, Alteration, or Destruction of Records, for reporting to NARA by FAA Records Management. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

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

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

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

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

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

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

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

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

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

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

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## Section J - List of Documents, Exhibits and Other Attachments

### Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	SOW FAA-JAX-22-04	02/10/2022	7
2	MCO-D-TDWR-C001	01/27/2022	1
3	MCO-D-TDWR-E001	01/27/2022	1
4	Experience Information Form	12/28/2022	1
5	Contractor's Release	12/28/2022	1
6	Wage Determination FL20220128 01.13.2023	01/13/2023	5

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

### Clause List

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

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

(End of clause)

#### 3.2.2.3-3 AFFILIATED OFFERORS (JUL 2004)

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

#### 3.6.3-4 RECYCLED CONTENT PRODUCTS CERTIFICATION (OCT 2016)

#### 3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JUL 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 120 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

#### 3.2.2.3-81 PROHIBITION AGAINST CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (OCT 2015)

(a) Definition: "Inverted Domestic Corporation" and "subsidiary" are defined in AMS clause 3.2.2.3-83 "Contracting with Inverted Domestic Corporations."

(b) The FAA is not permitted to use appropriated or otherwise made available funds for contracts with either an inverted domestic corporation or a subsidiary of an inverted domestic corporation unless the requirement is waived in accordance with applicable AMS guidance)

(c) Representation. By submittal of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Provision)

### 3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2021)

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

(i) All representations and certifications as reflected in the System for Award Management (SAM) are current and accurate as of the date the proposal/offer is submitted. The offeror must provide immediate written notice to the Contracting Officer if at any time prior to award the Offeror and/or any of its Principals learns that any certification or representation in SAM was erroneous when this proposal/offer was submitted or has become erroneous by reason of changed circumstances. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, [vetbiz.va.gov](http://vetbiz.va.gov).

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

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

(B) Have  have not  within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public- (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1) (ii)(B) of this provision. (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. (1) Federal taxes are considered delinquent if both of the following criteria apply: (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted. (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded. (2) Examples- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights. (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(E) The Offeror has  has not  within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING

OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

(End of provision)

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

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

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

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### 3.3.1-41 ELECTRONIC INVOICING - REPRESENTATION (JAN 2021)

(a) The FAA intends to use electronic invoicing as per AMS clause 3.3.1-40 "Electronic Submission of Payment Requests" for this contract when it is awarded. Offerors must indicate whether they are currently using this form of electronic invoicing on other contract(s), or can easily adapt to it upon award of the contract. [ ] Yes [ ] No

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

[ ]

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

### 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (MAR 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees,

that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

#### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

#### 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (MAY 1997)

The offeror represents that--(a) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ( ) has, ( ) has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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

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

(End of clause)

#### 3.6.4-19 PROHIBITION CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATED TO IRAN- REPRESENTATION AND CERTIFICATIONS (APR 2013)

(a) Definitions.

"Person"

(1) Means

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

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

"Sensitive Technology"

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

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

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

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

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

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

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

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

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

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

(End of provision)

### 3.6.4-22 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JAN 2021)

(a) Definitions. As used in this provision-

*Backhaul, Covered telecommunications equipment or services, Critical technology, Interconnection Arrangements, Reasonable inquiry, Roaming and Substantial or essential component* have the meanings provided in AMS clause 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a) (1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in this prohibition will be construed to-

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

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

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

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

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

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

(d) Representations.

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

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

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision

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

(1) For covered equipment

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

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

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

(2) For covered services-

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

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

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

(3) For covered equipment

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

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

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

(4) For covered services-

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

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

(End of Provision)

### 3.6.4-24 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (JAN 2021)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meanings per the clause 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment".

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

(c) *Representation.*

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

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

(end of provision)

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

(a) *Definitions.* As used in this provision:

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

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

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

UEI or EFT indicator: \_\_\_\_\_

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

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

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

(End of provision)

#### AC4532 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (JUN 2015)

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

***The remainder of this page has been intentionally left blank.***

## Section L - Instructions, Conditions, and Notices to Bidders

### Clause List

#### L.1 Incorporation of Representations and Certifications

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

All questions regarding the project/specifications/plans must be received in writing (Samantha.A.Pearce@faa.gov) no later than 3:00 p.m. CDT, **1 week prior to the closing date** to allow for responses to be provided prior to due date for receipt of proposals. Mark all emails with Solicitation No. 6973GH-23-R-00064.

#### L.2 Submission of Supporting Cost or Pricing

It is anticipated that price analysis will be based on adequate price competition; therefore, vendors are not required to submit cost or pricing data with its proposal. However, if after receipt of offers it is determined that adequate price competition does not exist, uncertified, yet detailed, cost or pricing data may be required.

#### L.3 Information and Considerations Affecting Offeror Proposal Submissions

(a) The FAA intends to award a single contract to the Lowest Price, responsible Offeror.

(b) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(c) This document constitutes a formal SIR/RFO for which an award may be made without further discussions/negotiations. Offerors are to consider all terms and conditions contained in the formal SIR/RFO in preparation of the proposals set forth herein.

#### L.4 Instructions for Preparation and Submission of Proposals

**The Offeror must provide the following information needed to aid in the determination of responsibility:**

The Offeror must complete and submit two "Experience Information" forms that include one project per form, SIR attachment J.3 Experience Information Form. *If offeror anticipates using a subcontractor to complete a major portion of this requirement, one of the "Experience Information" forms may cover a project from the subcontractor's past.* All blocks must be filled in and all data must be accurate, current, and complete. All projects submitted must have been underway or completed within the last three years, be relative in scope to the solicitation, and the projects must be valued at or over \$21,000. If the Offeror does not have prior prime contracts to cite, then the Offeror may cite instances on which it has served as a primary subcontractor.

Solicitation No. 6973GH-23-R-00064

Offer Closing Date: 23 February 2023

Offer Closing Time: 5:00 P.M. (1700 hours), CENTRAL TIME

#### L.5 Disposition of Unsuccessful Proposals

The FAA will retain one electronic copy of all unsuccessful proposals.

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

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

(End of clause)

### 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JUL 2004)

#### 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JUL 2004)

#### 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JUL 2004)

#### 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JUL 2004)

#### 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (APR 2018)

#### 3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JUL 2004)

#### 3.2.2.3-17 PREPARING OFFERS (JUL 2004)

#### 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (MAR 2009)

#### 3.2.2.3-19 CONTRACT AWARD (JUL 2004)

#### 3.2.2.3-20 OFFERS (JAN 2018)

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

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

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

(d) Send your offer to [Samantha.A.Pearce@faa.gov](mailto:Samantha.A.Pearce@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)

### 3.2.2.3-63 SITE VISIT (CONSTRUCTION) (JUL 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Wilfredo Martinez ([Wilfredo.Martinez@faa.gov](mailto:Wilfredo.Martinez@faa.gov))  
Address: 2921 Simpson Rd., Kissimmee, FL 34773

[Enter City, State and zip code]  
Telephone:o: 407-852-7812 or c: 407-416-2467

(End of provision)

### 3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of a Firm Fixed Price contract resulting from this Screening Information Request.

(End of provision)

### 3.6.1-17 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE (OCT 2022)

The North American Industry Classification System (NAICS) code for this procurement is:

[ ].

The small business size standard as defined by the Small Business Administration (SBA) is the following:

For NAICS codes based on SBA's calculation of annual receipts, the annual average receipts cannot exceed [ ].

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

(End of provision)

### 3.9.1-3 PROTEST (JAN 2020)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
600 Independence Avenue SW., Room 2W100  
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Avenue SW  
Washington, DC 20591  
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290  
Facsimile: (202) 267-3720  
Alternate Facsimile: (202) 267-1293; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

#### AC4533 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

#### AC4551 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

#### AC4559 SUBCONTRACTING PLAN (SEP 2007)

In accordance with the AMS Clause 3.6.1-4, Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan, Contractors are reminded that a subcontracting plan may be required. Within 10 days of the Contracting Officer's request, Contractor's must submit a plan that must include, at a minimum, the information found at 3.6.1-4(d).

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## Section M - Evaluation Factors for Award

### Clause List

#### M.1 Information and Considerations Affecting Vendor Proposal Submissions

- (a) This acquisition will employ source selection procedures for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS).
- (b) The FAA may communicate with one or more Offerors at any time during SIR process. Communications with one Offeror do not necessitate communications with other Offerors since communications will be Offeror-specific. Information determined to have common application and not considered prejudicial to any Offeror will be communicated to all Offerors.
- (c) Cost/Price will be reviewed for mathematical accuracy and reasonableness.
- (d) Only the offeror that provides the lowest price of all proposals determined by the FAA to be responsible will receive a contract award, so long as the proposal is otherwise acceptable for award (no conflicting terms and conditions, contract documents are completed properly, etc.).
- (e) Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals **must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR.** Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion.
- (f) Additional information may be requested from the offeror(s) whose proposal is the lowest price. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of price/cost.
- (g) Award will be made to the lowest priced offer that is determined to be responsible. The FAA will utilize the information submitted by the Offeror (Experience Information forms), as well as available past performance information, as the basis for a determination of responsibility. Past performance information includes, but is not limited to, interviews with points of contact identified in Experience Information forms submitted by the Offeror and records available in Contractor Performance Assessment Reporting System. (CPARS).

#### M.2 Basis for award

Award will be made on the basis of the lowest priced proposal from a responsible offeror. Contract award will be made to the Offeror who is deemed responsible in accordance with the Acquisition Management System (AMS), whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, and certifications) and is judged, based on available information, to represent the lowest priced, responsible offer.

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

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

(End of clause)

#### 3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOV 1997)

#### AC0250 EVALUATION OF OFFERS FOR SINGLE AWARD (JUN 2015)

Award will not be split by item. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

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