


SOLICITATION, OFFER AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 697DCK-23-R-00268	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	3. DATE ISSUED 03/27/2023	PAGE 1	OF OF	PAGES 56

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

4. CONTRACT NO.		5. REQUISITION/ PURCHASE REQUEST NO. CS-23-00717	6. PROJECT NO.
7. ISSUED BY FEDERAL AVIATION ADMINISTRATION AAQ-500 - REGIONAL ACQUISITIONS 1701 COLUMBIA AVENUE COLLEGE PARK GA 30337	CODE AAQ510ATL-AFN	8. ADDRESS OFFER TO	
9. FOR INFORMATION CALL: 		A. NAME THUYLINH TRANNGUYEN	B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 404-305-5836

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)*

The Federal Aviation Administration utilizes the Acquisition Management System (AMS) in place of the Federal Acquisition Regulations (FAR). Enclosed is a Request for Proposal for 697DCK-23-R-00268, for the ABI ATCT Pavement Repair and/or Replacement located in Abilene, TX. The FAA contemplates an award of a Firm-Fixed-Price contract type. The contract is anticipated to be competitive combined set-aside for Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals (8(a) Certified), Service-Disabled Veterans, Historically Underutilized Business Zones, Small Disadvantaged Business, Women Owned Small Business, and Small Businesses in accordance with AMS 3.6.1.3.4 if the Contracting Officer determines the contractor is responsible and the offered price is fair, reasonable and in the best interest of the FAA.

IN ORDER TO DO BUSINESS WITH THE FEDERAL GOVERNMENT YOU MUST BE REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM). SEE AMS CLAUSE 3.3.1-33 "SYSTEM FOR AWARD MANAGEMENT" (JULY 2018).

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM SIZE STANDARDS (NAICS) 237990 Other Heavy and Civil Engineering Construction. The small business size standard is: \$39.5M
Continued ...

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>90</u> calendar days after receiving <input type="checkbox"/> award <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in item 12B.)</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
12B. CALENDAR DAYS <u>10</u>	
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1300</u> <i>(hour)</i> local time <u>04/21/2023</u> <i>(date)</i> . 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 <input checked="" type="checkbox"/> is. <input type="checkbox"/> 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 <u>60</u> 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 <i>(Include ZIP Code)</i>	15. TELEPHONE NO. <i>(Include area code)</i>
	16. REMITTANCE ADDRESS <i>(Include only if different than item 14)</i>
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 <i>(Type or print)</i>	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 <i>(4 copies unless otherwise specified)</i>		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
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26. ADMINISTERED BY CODE AAQ510ATL-AFN FEDERAL AVIATION ADMINISTRATION AAQ-500 - REGIONAL ACQUISITIONS 1701 COLUMBIA AVENUE COLLEGE PARK GA 30337	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 <i>(Contractor is required to sign this document and return <u>1</u> copies to issuing office.)</i> 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 <i>(Contractor is not required to sign this document.)</i> 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 <i>(Type or print)</i>	31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>
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30B. SIGNATURE	30C. DATE	31B. CONTRACT AUTHORITY	31C. AWARD DATE
		BY	

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 697DCK-23-R-00268

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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	<p>CONTRACTOR MUST COMPLY WITH THE BUY AMERICAN ACT. CONTRACTOR MUST COMPLY WITH COVID-19 REQUIREMENTS AT https://sam.gov/opp/e20817c8b7af4b559932fd9fb37bfc62/view.</p> <p>NOTE: The following clauses has been updated in Jan 2023 and supersedes the version referenced in Section I. The clauses below can be found at https://fast.faa.gov/contractclauses.cfm.</p> <p>3.6.1-15 3.6.4-3 3.6.5-1 3.10.1-16 Delivery: 90 Days After Notice to Proceed Delivery Location Code: 2697M86F 2697M86F 697M86 DOT FAA WCH54 ABI ABILENE SSC 2925 LANCE DRIVE ABILENE TX 796022137 US</p> <p>BIL FUNDED: ABI ATCT parking lot repair and/or replacement in accordance with the Specifications, Drawings and Wage Determinations.</p> <p>Electronic & IT: 03</p>				

Section B - Supplies or Services/Prices

Section B - Schedule

B.1 PRICE/COST

Furnish all labor, materials, equipment, transportation, insurance, notification, licenses, permits, fees, and supervision necessary to perform all work associated with the ABI ATCT Pavement Repair and/or Replacement located in Abilene, TX. In accordance with all contract clauses, Specifications, Design Drawings and, COVID-19 Specifications, Wage Determination Rates, and BIL Uniform Data Reporting (Attachment J-1 through J-4). This is a negotiated procurement that will result in a firm-fixed price contract award.

B.2 MAGNITUDE OF CONSTRUCTION

The estimated magnitude of construction is between \$50,000 and \$200,000.

Clause List

3.13-6 RESERVED (JUL 2002)

The remainder of this page has been intentionally left blank.

Section C - Description/Specifications

Scope of Work

Performance for ABI ATCT Pavement Replacement and/or Repair must be in accordance with the Specifications, Drawings, COVID-19 Specifications, Wage Determination and BIL Uniform Data Report per attachments J1 through J4.

Clause List

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Section D - Packaging and Marking

Clause List

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Section E - Inspection and Acceptance

Clause List

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

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

(End of clause)

3.10.4-10 INSPECTION OF CONSTRUCTION (SEP 2009)

3.10.4-11 INSPECTION - DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (APR 1996)

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Section F - Deliveries or Performance

Clause List

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

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

(End of clause)

3.10.1-24 NOTICE OF DELAY (MAR 2009)

SA13 HOLIDAYS

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

New Year's Day January 1st

Martin Luther King's Birthday Third Monday in January

Presidents Day Third Monday in February

Memorial Day Last Monday in May

Juneteenth Day June 19th

Independence Day July 4th

Labor Day First Monday in September

Columbus Day Second Monday in October

Veterans Day November 11th

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25th

SA35 FAA HOLIDAY MORATORIUM

No work shall be scheduled or take place during the week of and the weekend preceding the following holidays: Thanksgiving, Christmas and New Year's Day. Only emergency work to restore critical

services to the facility will be considered and a moratorium waiver must be submitted and approved. The moratorium period will not be counted against the contract construction duration for the project.

(End of Clause)

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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 1 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)

SA14 AUTHORITY OF THE GOVERNMENT

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

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Section H - Special Contract Requirements

Clause List

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)

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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)

3.1.7-2 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)

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

3.2.2.3-54 PREVENTING ACCIDENTS (JUL 2004)

3.2.2.3-55 AVAILABILITY AND USE OF UTILITY SERVICES (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)

3.2.2.3-64 DISMANTLING AND DEMOLISHING OF PROPERTY (JUL 2004)

3.2.2.3-66 CONTRACTOR'S DAILY LOG (OCT 2014)

3.2.2.3-67 SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS (APR 2022)

3.2.2.3-68 SAFETY AND HEALTH (OCT 2014)

3.2.2.3-69 SUBCONTRACTS - CONSTRUCTION (JUL 2004) - ALTERNATE I (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)

3.3.1-9 INTEREST (JUL 2018)

3.3.1-16 PROHIBITION OF ASSIGNMENT OF CLAIMS (APR 1996)

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

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

3.3.1-31 PROGRESS PAYMENTS (JUL 2018) - ALTERNATE I (JUL 2018)

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

3.4.1-7 NOTICE TO PROCEED (OCT 2019)

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

3.4.1-12 INSURANCE (OCT 2019)

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)

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (JUL 2021)

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

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

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)

3.6.2-23 CERTIFICATION OF ELIGIBILITY (JAN 2019)

3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (OCT 2018)

3.6.2-39 TRAFFICKING IN PERSONS (APR 2019)

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

3.6.3-17 EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (JAN 2020)

3.6.3-19 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JAN 2020)

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

3.6.3-24 ASBESTOS NESHAP COMPLIANCE (OCT 2015)

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)

3.10.6-1 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)

3.2.2.3-41 PERFORMING WORK (JUL 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least 25 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)

3.2.2.3-44 PHYSICAL DATA (JUL 2004)

Data and information the FAA (we, us) provides or refers to below is for the Contractor's (your) information. We are not responsible for your interpretation of or conclusions based on the data or information. Further, we do not warrant construction methodology which may be included in these documents.

(a) The descriptions of physical conditions on the drawings and in the specifications are the result of site investigations by FAA.

(b) Other relevant information N/A.

(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 10 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 90. The time allowed for completion must include final cleanup of the premises.

(End of clause)

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

The Contractor (you) must

(a) begin work under this contract within 10 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 90. The time allowed for completion must include final cleanup of the premises.

(d) The completion date is based on the assumption that the successful offeror will receive the notice to proceed by the agreed upon day for the NTP. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds to FAA within the time specified in the offer.

(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 for the designated entity for establishing unique entity identifiers.

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

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

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

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

The offeror should be prepared to provide the following information:

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

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in 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

(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 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.

3.3.1-41 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.

3.3.2-1 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)

3.4.1-1 PROPOSAL GUARANTEE (JAN 2017)

(a) Offerors must furnish a proposal guarantee in the form of a proposal bond, a postal money order, a certified or cashier's check, an irrevocable letter of credit, or United States bonds or notes with a maturity of less than five years.

(b) The required amount of the proposal guarantee is [enter amount].

(c) The Contracting Officer will return proposal guarantees, other than proposal bonds:

(1) To unsuccessful offerors as soon as possible after an award decision is made; and

(2) To the successful offeror after it signs the contract and submits acceptable bonds required under the contract.

(d) If the successful offeror fails to sign the contract or submit the required bonds within the time specified by the Contracting Officer, the contract may be terminated for default.

(e) If the contract is terminated for default, the offeror is liable for any cost of acquiring the work in excess of its proposed price, and the guarantee is available to offset the difference. However, the guarantee is not an exclusive remedy.

3.4.1-2 DEPOSIT OF ASSETS REQUIREMENTS (JAN 2017)

(a) Except for payment bonds required for construction contracts, any offeror required to submit a surety bond as a result of this Screening Information Request may instead deposit assets in a form acceptable to the Federal Aviation Administration in an amount of [enter amount].

(b) When assets are deposited, the offeror must execute the bond form made a part of this SIR. Failure to deposit assets acceptable to the Federal Aviation Administration may be cause for termination of the contract for default.

(End of clause)

3.4.1-4 PERFORMANCE BOND REQUIREMENTS (JAN 2017)

(a) The contractor is required to submit a performance bond in a penal amount equal to 100 percent of the contract price, but for this contract the amount required by the Contracting Officer is [].

(b) The bond must be executed on specified forms, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

(End of clause)

3.4.1-5 PAYMENT BOND REQUIREMENTS (JAN 2018)

- (a) The contractor is required to submit a payment bond in the penal amount of 100% of contract amount within the time required by the Contracting Officer.
- (b) The bond must be executed on the forms attached to this SIR, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.
- (c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

3.6.1-16 NOTICE OF COMBINED SET-ASIDE (JAN 2017)

(a) Definitions

- (1) "Combined set-aside" means a set-aside consisting of both of the following business categories: Eligible small disadvantaged business (SDB) concerns and Service-disabled veteran-owned small business concerns (SDVOSB).
- (2) "Eligible small disadvantaged business (SDB) concerns. As used herein, an "Eligible SDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of submission of offer.
 - (i) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (ii) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.
- (3) "Service-disabled veteran-owned small business concern"
 - (i) Means a small business concern not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 - (ii) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- (b) Offers are only solicited from concerns that qualify as both an eligible Small Disadvantaged Business (SDB) concern and Service Disabled Veteran-Owned Small Business (SDVOSB).

Offers that are received from concerns that do not qualify in each of the specified categories will not be considered.

- (c) SDVOSB requirements For all combined set asides having SDVOSBs as one of the specified categories, a service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;
- (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(5) A joint venture may be considered to be both an eligible SDB and a SDVOSB concern if:

(i) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(ii) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement;

(iii) The joint venture is designated as a SDVOSB by the Department of Veterans Affairs;

(iv) The joint venture is certified by the SBA for participation in the SBA's 8(a) program;

(v) The joint venture meets the affiliation requirements of AMS; and

(vi) The joint venture meets the requirements of 13 CFR 125.15(b).

(6) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the NAICS size standard requirements to receive a benefit under this program.

(d)(1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(2) The offeror will notify the Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(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)

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

(a) The Contractor or subcontractor must include in any subcontracts the clauses entitled "Davis-Bacon Act," "Apprentices, Trainees and Helpers," "Payrolls and Basic Records," "Withholding -- Labor Violations," "Subcontracts (Labor Standards)," and "Certificate of Eligibility." The Contractor must include a clause requiring its subcontractors to include these clauses in any lower-tier subcontracts. The Prime Contractor must be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b) Notification of subcontracting.

(1) Within 14 days after award of the contract, the Contractor must deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor must deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(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: 11.6%

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-

(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)

3.6.3-5 ESTIMATE OF PERCENTAGE OF RECYCLED CONTENT FOR DESIGNATED ITEMS TO BE USED IN THE PERFORMANCE OF THE CONTRACT (JUL 2017)

(a) Definitions. As used in this clause:

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

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

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

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

(2) Submit this estimate to [Contracting Officer complete in accordance with agency procedures].

(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 at the completion of the contract performance 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)

3.6.3-22 CONSTRUCTION WASTE MANAGEMENT (JAN 2020)

(a) In performance of this contract, the Contractor must establish a program to minimize waste generation, as well as recycle, reuse, and salvage construction and demolition (C&D) debris generated to the maximum extent possible. Before commencing work, the Contractor must submit a Waste Management Plan to the Contracting Officer within 15 days after contract award prior to the start of construction activities. This plan must address the following:

(1) General: Provide an overall strategy for managing C&D debris associated with the project.

(2) Waste Identification: Indicate anticipated types and quantities by weight of demolition, site-clearing and construction waste generated by the Project. Include estimated quantities by weight and assumptions for estimates. A site assessment may be necessary to estimate the types of materials that will be generated during construction and/or demolition. If a site visit is needed, the Contractor must notify the FAA of this as soon as possible, with the FAA arranging in turn for the contractor site visit to take place as soon as possible.

(3) Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, estimated total weight of each type of waste, final disposition for each waste type, and handling and transportation procedures.

(4) Salvaged Materials: For each type of material that is salvaged or recycled, describe the type of material, source, estimated quantity, and receiving entity. Include names, addresses, and telephone numbers for the receiving individuals and/or organizations.

(5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

(6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

(b) This plan must be found acceptable by the FAA Contracting Officer's Representative (COR) or the COR's designated representative prior to the Contractor receiving a Notice-to-Proceed. The plan's acceptability will be

promptly determined by the FAA based on the knowledge of the site(s) covered under the Plan. The Contract must implement the approved Waste Management Plan during the term of the contract.

(c) The Contractor must document all C&D disposal and diversion efforts and submit a Construction and Demolition Debris Diversion Report to the CO and COR monthly. A copy of the report must also be submitted to the EOSH Services construction waste management address at 9-AJW-ConstructionWaste@faa.gov.

The monthly Construction and Demolition Debris Diversion Report must contain the following information:

- (1) FAA facility name and address, report date and reporting period, contract number, and project name;
- (2) Pick up date;
- (3) Waste material type;
- (4) Disposed C&D waste weight in short tons less container weight, method of waste material disposal, and reason why waste was not diverted;
- (5) Recycled waste weight in short tons less container weight;
- (6) Composted waste (off-site) weight in short tons less container weight;
- (7) Reused materials weight in short tons less container weight; and
- (8) Total weight of C&D waste (i.e., sum of disposed, recycled, composted, and reused waste) in short tons less container weight.

The Contractor must ensure that facilities used for recycling, reuse, and disposal are authorized for the intended use to the required extent by federal, state, and local regulations.

(d) If the value of this contract when awarded is less than \$150,000, this clause does not take effect in this contract.

(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	N/A	[]	[]
Domestic Construction Material	N/A	[]	[]
Item 2			
Foreign Construction Material	N/A	[]	[]
Domestic Construction Material	N/A	[]	[]

(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)

3.6.4-25 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2022)

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

Covered article means any hardware, software, or service that-

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

Covered entity means-

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

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

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

(c) *Reporting requirement.*

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

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

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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

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

(End of clause)

3.10.1-19 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:

Major Subcontractors

[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)

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (APR 2022)

1. No contractor employee, subcontractor, or consultant will be allowed

unescorted access to any FAA facility;
access to FAA classified information;
access to FAA *Sensitive Unclassified Information (SUI); or
access to FAA systems or resources

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

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

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

3. For all contractor employees, subcontractors, or consultants requiring access to FAA facilities, classified information, sensitive unclassified information, systems, or resources, the prime contractor must submit to their responsible AXP office and CO/COR, a point of contact (POC) who will be responsible for entering all contractor applicant data, to include subcontractor data, into the Vendor Applicant Process (VAP) system (vap.faa.gov) for security processing. The contractor must not enter contractor employees in VAP unless they have a legitimate need for access to FAA facilities, classified information, sensitive unclassified information and/or systems according to

the terms of the contract. Contractor employees who will not require the aforementioned types of access or who would be under escort of other badged personnel are not be entered in VAP.

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

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

- a. Send the applicant an e-mail (this step may be delegated to VAP POC) with instructions for completing investigative requirements.;
- b. Instruct the applicant how to enter and complete a background investigation questionnaire through the electronic Questionnaires for Investigation Processing (eQIP) system;
- c. Provide where to upload, or send/fax applicable forms; and
- d. Provide instructions regarding fingerprinting. (any fees associated with obtaining fingerprints are not the responsibility of the FAA)

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

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

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

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

9. The CO will provide notice to the contractor within 24-hours after receipt of a determination that the contractor or its employee has not complied with security related contract requirements, security-related FAA Orders, or if a contractor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the contractor to remove its employee's access to FAA premises or networks, or otherwise remedy the contractor's performance.

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

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

information to AXP. Failure to cooperate with security processing will result in an unfavorable suitability determination.

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

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

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

15. Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract, and may result in suspension or revoked access to FAA assets for the Contractor's employee.

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

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

(End of Clause)

3.18-1 BIPARTISAN INFRASTRUCTURE LAW - REPORTING REQUIREMENTS (OCT 2022)

(a) Definitions. As used in this clause -

"Bipartisan Infrastructure Law (BIL)" means the Infrastructure Investment and Jobs Act, Public Law No. 117-58.

"Contract" means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, et seq.

"First-tier Subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a contract funded by the BIL.

"Total Compensation" means the complete pay package of Contractor employees, including all forms of money, benefits, services, and in-kind payments, consistent with the regulations of the Securities and Exchange Commission at 17 CFR 229.402.

(b) This contract requires products and services that are funded under the BIL. Therefore, pursuant to AMS Guidance T3.18 "Bipartisan Infrastructure Law" the Contractor is required to report on its use of BIL funds under this Contract.

(c) Reports from the Contractor for all work funded, in whole or in part, by the BIL, are due on a standardized template that must be submitted quarterly and at the completion of the contract to the email address indicated on the

standardized BIL reporting template included as a data requirement under the contract. This standardized template will be known as the "Uniform Bipartisan Infrastructure Law (BIL) Data Report" form.

(d) The Contractor must complete the Uniform BIL Data Report and provide the following information:

- (1) The Contractor's point of contact
- (2) The Contractor's legal business name and address
- (3) The Contractor's business socio-economic status
- (4) The Government contract and/or order number
- (5) Modification number if applicable
- (6) Total obligated to date for performance of the contract requirement
- (7) A list of applicable Job Control Number(s) (JCNs) complete with city, state, and nine-digit zip code of the JCN location, and the dollar value of the work to be performed at that specific JCN location.
- (8) If applicable, a list identifying all non-domestic purchases associated with this contract/order/modification by associated JCN, a description of each non-domestic product/technology to include manufacturer and model number, and the dollar value of the non-domestic product/technology.
- (9) If applicable, by JCN, a list identifying all installed Energy Savings initiatives by associated JCN and a description of the product/technology that is to be removed/replaced to include manufacturer, model number, size, age, etc.
- (10) If applicable, for each JCN, a list identifying the total dollars to date awarded on all first-tier subcontracts by socio-economic category.
- (11) By JCN a list identifying the number of jobs created expressed as "full-time equivalent" which must include full-time, part-time, temporary, and permanent positions as expressed as a "person-year," for the Contractor and all first tier subcontractors. Any jobs created with funding other than BIL funding are not to be included in the numbers.

(End of clause)

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Section J - List of Documents, Exhibits and Other Attachments

Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
J1	J1. ABI SPECIFICATION	01/27/2023	141
J1A	J1A. FAA Abilene ATCT Pavement Repair Drawings	01/25/2023	8
J2	COVID-19 Contractual Requirement Rev 1 8-26-20	08/26/2020	6
J3	J3. Wage Rate TX20230002 01.06.2023	01/06/2023	5
J4	J4. Uniform BIL Data Report	03/08/2023	1

The remainder of this page has been intentionally left blank.

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

Clause List

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

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

(End of clause)

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

3.6.3-18 BIOBASED PRODUCT 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 60 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.

(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)

3.2.2.7-9 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (JAN 2017)

(a) As required by sections 745 and 746 of Title VII, Government-Wide General Provisions, of the Consolidated Appropriations Act, 2016 (Public Law 114-113), and similar provisions, if contained in subsequent appropriations acts, the FAA will not enter into a contract with any corporation that-

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

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

(b) The offeror represents that-

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

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

(End of provision)

3.2.5-7 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)

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)

3.6.3-4 RECYCLED CONTENT PRODUCTS CERTIFICATION (OCT 2016)

(a) As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recycled content for EPA-designated items to be delivered, or to be used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

(b) The list of recycled content designated in EPA's Comprehensive Procurement Guidelines is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program> or visit the Green Procurement Compilation, a centralized resource to assist federal agencies with the sustainable acquisition that is searchable by product or service type, at <https://sftool.gov/GreenProcurement>.

(End of Provision)

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.

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

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

(End of provision)

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Section L - Instructions, Conditions, and Notices to Bidders

Clause List

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

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

(End of clause)

3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JUL 2004)

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

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)

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)

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)

3.2.2.3-72 ANNOUNCING COMPETING OFFERORS (JUL 2004)

3.3.1-28 NOTICE OF PROGRESS PAYMENTS (JUL 2018)

3.2.2.3-20 OFFERS (JAN 2018)

(a) The offeror (you) must submit responses to this SIR by the following electronic means via email 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 Thuylinh.T.TranNguyen@faa.gov.

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

(End of provision)

3.2.2.3-22 PERIOD FOR ACCEPTANCE OF OFFER (OCT 2014)

The offeror (you) agrees if this offer is accepted within _____ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(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: Refer to Section L of the SIR for site visit information.

Address: [Enter address]

[Enter City, State and zip code]

Telephone:[Enter phone number]

(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:
237990.

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 \$39M.

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

(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)

L.1 REQUIRED DOCUMENTS

The Offer MUST return the following completed documents as part of its proposal to be considered eligible for award.

Volume I

FACTOR 1: BUSINESS PROPOSAL

- a. Complete Solicitation, Offer and Award (2 pages with "Offer" portion completed), any applicable SF 30 amendment documents signed and completed.
- b. Complete ALL clauses in Section K
- c. A financial capability letter from the financial institution to include Name, Email, and Telephone number of bank's point of contact, Number of years' business has been conducted with each bank, Types of open accounts (checking, loans, etc.), Balance of current accounts (the bank will provide a "range of figures" for this information, such as medium five-figures range)
- d. A certificate of liability from the insurance company that shows requirements can be met
- e. Complete Standard Form 24, 'Bid Bond' (Section L attachment L1) with original signature and seal

FACTOR 2: TECHNICAL PROPOSAL

- a. Proposal experience: Describe one (1) construction contracts that are similar in contract value, size, scope, complexity, and type of the work described in this screening information request within the last five (5) years to include the contract number, project title and brief description of the work and relevant subcontractor and supplier management; specifically past experience must indicate experience with paving repair or replacement and experience in a sensitive work environment where work must be completed in active operational areas and 24/7 continuous facility operation is required (Examples are Hospitals, FAA Facilities, Emergency response centers, Airports, Data centers, etc.).
- b. Describe firm's ability to perform the work, as stated in the FAA Specification, and that the firm takes no exceptions to the Specification,
- c. A detailed schedule to achieve the requirements/objective in the Specifications, and
- d. Describe how the project's quality, timeliness and budget will be tracked and controlled, and the method of reporting to the FAA.

FACTOR 3: PAST PERFORMANCE

Complete at least one (1) but no more than two (2) Past Performance Survey (Section L attachment L2) within the last five years for a construction project similar in contract value, size, scope, complexity, and type of the work described in this screening information request within the last five (5) years to include the contract number, project title and brief description of the work and relevant subcontractor and supplier management; specifically past experience must indicate paving repair or replacement experience and experience in a sensitive work environment where work must be completed in active operational areas and 24/7 continuous facility operation is required (Examples are Hospitals, FAA Facilities, Emergency response centers, Airports, Data centers, etc.) Past Performance Survey must be submitted for the prime contractor and any major subcontractors. A major subcontractor is defined as any subcontractors performing 40% or more of the work.

VOLUME II

PRICE PROPOSAL

Price Proposal: The proposal must include all costs related to direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, bonds, freight, handling, transportation,

any applicable federal, state, and local taxes, all applicable fees, permits, licenses, and any other applicable miscellaneous charges necessary to perform all work in accordance with the FAA Specifications, Design Drawings, COVID-19 Contractual Requirement, Wage Determination and BIL Uniform Data Reporting (Attachments J1-J4). The proposal must break out costs, to include unit rates and quantity/hours for labor, materials, other direct costs, overhead and profit. Please complete the Price Proposal utilizing the Section L Attachment L3 Price Proposal. This requirement is subject to the Davis-Bacon Act, and must comply with the Wage Determination (Attachment J3).

L.2 OFFER DELIVERY

All offers will be received electronically, via email to Thuylinh.T.Trannguyen@faa.gov. Hand delivery offers will not be accepted.

L.3 SITE VISIT

A site visit will be held on April 6, 2023 at 0900 CDT at Abilene Regional Airport (ABI) ATCT, 2925 Lance Drive, Abilene, TX 79602. All participants must submit interest in writing to the Contracting Officer, Ms. Thuylinh TranNguyen at Thuylinh.T.TranNguyen@faa.gov, no later than April 3, 2023 at 1300 CDT. Submission must provide the names of the attendees, contact information and position title. Participants must receive approval from CO to participate in site visit. Participants showing up without prior approval will not be permitted to attend the site visit. Participants must adhere to the COVID-19 requirement that can be found at SAM.gov (<https://sam.gov/opp/e20817c8b7af4b559932fd9fb37bfc62/view>). All questions regarding the site visit must be submitted in writing according to the SIR's instruction in clause L.5 Solicitation Questions.

The FAA assumes no responsibility for any conclusions or interpretations made by the contractor based on the information received by any means other than in writing from the Contracting Officer. The FAA does not assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work, by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in the contract.

L.4 Proposal Due Date

Proposals are due April 21, 2023 by 1300 CDT. All offers will be received electronically, via email to Thuylinh.T.TranNguyen@faa.gov. Hand delivered offers will not be accepted.

L.5 SOLICITATION QUESTIONS

All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must make the request by e-mail to Thuylinh.T.TranNguyen@faa.gov. Telephone questions will not be accepted. The requestor must provide company name, point-of -contact name, as well as a return e-mail address. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

QUESTIONS ARE DUE by April 13, 2023 by 1300 CDT.

L.6 SECTION L ATTACHMENTS

- a. Attch L1 - Standard Form 24, Bid Bond
- b. Attch L2 - Past Performance Survey
- c. Attch L3 - Price Proposal (All elements on price proposal must be submitted on a Firm-Fixed-Price

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Section M - Evaluation Factors for Award

Clause List

M.1 AWARD

This is a competitive negotiated procurement. A Firm-Fixed Price (FFP) contract will be awarded to one Offeror based on the following: Business Proposal (Factor 1), Technical Proposal (Factor 2) and Past Performance (Factor 3) are rated Acceptable and is the lowest total price that is determined to be fair and reasonable.

The FAA reserves the right to award a contract immediately following the conclusion of all the evaluations, and is not required to conduct communications or negotiations with the successful Offeror or any other Offeror. In evaluating the offers, the FAA may conduct written or oral communications with any and/or all Offerors, and may reduce the Offerors participating in the competition to only those Offerors most likely to receive an award. The FAA reserves the right to conduct communications and negotiations with any individual competing Offeror, or all competing Offerors. To be eligible for award, the Offeror must meet all the requirements of this SIR. The FAA reserves the right to reject any and all offers, waive any requirements, minor irregularities and discrepancies, if it is in the best interest of the FAA.

M.2 EVALUATION CRITERIA

Offerors are required to submit Volume I and Volume II Proposal as discussed herein. Proposals will be technically evaluated as either "Acceptable" or "Unacceptable" based on the following criteria. Any proposals determined to be "Unacceptable" with regard to any factor will be unacceptable and therefore rejected from further consideration.

One-on-one communications may be held at the option of the FAA, with one or more offers, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc.

VOLUME I

FACTOR 1: BUSINESS PROPOSAL

Offeror's proposal must include completed documents referenced in Section L.1, Volume 1, Factor 1, Business Proposal, criteria a through e. Proposal will be rated utilizing the rating below.

Rating	Description
Acceptable	The proposal includes all required submittals listed in Factor 1, and the FAA determines the submittals to be accurate and complete.
Unacceptable	The proposal does NOT include all the required submittals listed in Factor 1 and/or the FAA determines the submittals NOT to be accurate and/or complete.

FACTOR 2: TECHNICAL PROPOSAL

The proposal must address Section L.1, Volume I, Factor 2, Technical Proposal criteria a through d. Proposal will be rated utilizing the rating below.

Rating	Description
Acceptable	The proposal meets the minimum requirements and indicates a thorough approach and understanding of the requirement. Risk of unsuccessful performance is low.
Unacceptable	The proposal does not meet the minimum requirements and does not indicate Offeror's understanding of the requirement. Risk of unsuccessful performance is moderate/high.

FACTOR 3: PAST PERFORMANCE

The Offeror must submit Past Performance Survey in accordance with Section L.1 Volume 1, Factor 3, Past Performance. The survey will be rated utilizing the rating below.

Rating	Description
Acceptable	Based on the offeror's performance record submitted in accordance with Factor 3 of Section L.1, the Government has a reasonable expectation that the Offeror will successfully perform the required effort. Offeror's Past Performance Questionnaire with ratings of "Satisfactory" and without any negative performance component ratings will receive an acceptable rating.
Unacceptable	Based on the offeror's performance record submitted in accordance with Factor 3 of Section L.1, the Government has a low expectation that the Offeror will successfully perform the required effort. Offerors Past Performance Questionnaire with any ratings below "Satisfactory" will receive an unacceptable rating.

VOLUME II

M.3 CONSIDERATION OF PRICE

The FAA will evaluate price based on the lowest total price that is deemed to be fair and reasonable and in the best interest of the government. The price proposal must comply Section L.1, Volume II, Price Proposal criteria.

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