

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 16, 22, 23, & 28</i>				1. REQUISITION NUMBER AC-23-00817		PAGE OF 1 2	
2. CONTRACT NO.			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 6973GH-23-Q-00059
6. SOLICITATION ISSUE DATE 01/13/2023							
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Dean Nguyen (CTR)			b. TELEPHONE NUMBER (No collect calls) 405-954-7815		8. OFFER DUE DATE/LOCAL TIME 01/27/2023 1700 CS
		9. ISSUED BY CODE AAQ0722-AFN AAQ-722 DIVERSIFIED FRANCHISE ACQ FAA AERONAUTICAL CENTER PO BOX 25082 BLDG 014-AHQ, ROOM 233A OKLAHOMA CITY OK 73125			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS SIC: 333415 SIZE STANDARD: 1,250		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE
14. DELIVER TO CODE 7694112F 7694112F 694112 DOT FAA WEJ64 HSV AF SFO TECH OPS SSC 1000 E BOEING CIR SW HUNTSVILLE AL 358243000			15. ADMINISTERED BY CODE AAQ722-AFN AAQ-722 DIVERSIFIED FRANCHISE ACQ FAA AERONAUTICAL CENTER PO BOX 25082 BLDG 014-AHQ, ROOM 233A OKLAHOMA CITY OK 73125				
16a. CONTRACTOR/ OFFEROR CODE TELEPHONE NO. <input type="checkbox"/> 16b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			17a. PAYMENT WILL BE MADE BY CODE 17b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 17a, UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM				
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY	21. UNIT	22. UNIT PRICE
	See additional requirement details in the attached Statement of Work (SOW) Delivery: 30 Days After Award Continued ...						
24. ACCOUNTING AND APPROPRIATION DATA						25. TOTAL AWARD AMOUNT (For Contract Authority Use Only)	
26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					27. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
28a. SIGNATURE OF OFFEROR/CONTRACTOR					29a. CONTRACT AUTHORITY (SIGNATURE OF CONTRACTING OFFICER)		
28b. NAME AND TITLE OF SIGNER (Type or Print)			28c. DATE SIGNED		29b. NAME OF CONTRACTING OFFICER (Type or Print) Raymond Lena		29c. DATE SIGNED
30a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED					31. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. VOUCHER NUMBER
32b. SIGNATURE OF AUTHORIZED CONTRACT AUTHORITY REPRESENTATIVE					32c. DATE		33. AMOUNT VERIFIED CORRECT FOR
39a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT					34. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. CHECK NUMBER
39b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					36. S/R ACCOUNT NUMBER		37. S/R VOUCHER NUMBER
					40a. RECEIVED BY (Print)		38. PAID BY
					40b. RECEIVED AT (Location)		
					40c. DATE REC'D (YY/MM/DD)		
					40d. TOTAL CONTAINERS		

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Replacement of two window air conditioning units with two mini-split ductless systems at the Pryor Field Regional Airport Distance Measuring Equipment (DCU DME), in Decatur, AL</p> <p>The contractor shall furnish necessary equipment, materials, labor and supervision to replace two window air conditioning units with two mini-split ductless systems at the Pryor Field Regional Airport Distance Measuring Equipment (DCU DME)</p>				

Section -- - Terms and Conditions

Terms and Conditions List

(a) By submission of this offer, the offeror attests that all representations and certifications as reflected in the System for Award Management (SAM) are current and accurate as of the date the offer is submitted. The offeror shall provide immediate written notice to the Contracting Officer if at any time prior to award the offeror learns that any certification or representation in SAM was erroneous when this offer was submitted or has become erroneous by reason of changed circumstances.

(b) 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)

3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2020)

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

3.2.2.3-17 PREPARING OFFERS (JUL 2004)

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

3.2.2.3-19 CONTRACT AWARD (JUL 2004)

3.2.2.3-20 OFFERS (JAN 2018)

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

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

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)

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2021)

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)

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

3.3.1-1 PAYMENTS (JUL 2018)

3.3.1-15 ASSIGNMENT OF CLAIMS (JUL 2018)

3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (APR 2022)

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

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

3.6.2-9 EQUAL OPPORTUNITY (JUL 2020)

3.6.2-39 TRAFFICKING IN PERSONS (APR 2019)

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

3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)

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

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

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

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

3.9.1-1 CONTRACT DISPUTES (JAN 2020)

3.9.1-2 PROTEST AFTER AWARD (AUG 1997)

3.9.1-3 PROTEST (JAN 2020)

3.10.1-7 BANKRUPTCY (APR 1996)

3.10.1-9 STOP-WORK ORDER (OCT 1996)

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

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

3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APR 1996)

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

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

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

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

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

[].

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

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

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

(End of provision)

3.6.2-5 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)

(c) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(d) Inspection and Acceptance. The Contractor must only tender for acceptance those supplies or services that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or

services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair, replacement or re-performance will not correct the defects or is not possible to correct the defects in a time period deemed reasonable by the Government, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights:

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.