SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NUMBER	3. SOLICITATION TYPE	4. DATE ISSUED	5. REQUISITION/PURCHASE NUMBER
	6973GH-26-R-00082	☐ SEALED BID (IFB) ☒ NEGOTIATED BID (RFP)	04/14/2026	

6. ISSUED BY CODE AAQ730-AFN

AAQ-730 FAC. & AVIATION SAFETY ACQ
PO BOX 25082
BLDG 014-AHQ, ROOM 233A
OKLAHOMA CITY OK 73125

7. ADDRESS OFFER TO *(If other than Item 6)*

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

8. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until 1600 CT *(Hour)* local time 05/15/2026 *(Date)*

CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Cynthia L. Cooper	405	954-2601		Cynthia.Cooper@faa.gov

10. TABLE OF CONTENTS

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period .

11. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above , to furnish any or all items upon which prices are offered at the price set opposite each item , delivered at the designated point(s), within the time specified in the schedule.

12. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

13. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

14A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

14B. TELEPHONE NUMBER			14C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. SIGNATURE	17. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

AWARD *(To be completed by* CONTRACT AUTHORITY*)*

18. ACCEPTED AS TO ITEMS NUMBERED	19. AMOUNT	20. ACCOUNTING AND APPROPRIATION	
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		22. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
23. ADMINISTERED BY *(If other than Item 6)* CODE		24. PAYMENT WILL BE MADE BY CODE	
25. NAME OF CONTRACTING OFFICER *(Type or print)* Cynthia L. Cooper		26. CONTRACT AUTHORITY *(Signature of Contracting Officer)*	27. AWARD DATE

IMPORTANT - Award will be made on this Form, or by other authorized official written notice.

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	THIS PROCUREMENT IS FULL AND OPEN COMPETITION The Magnitude of Construction is $18,000,000.00 to $25,000,000.00 The Line Item listed on the continuation Page is for Government use only. Please reference Section B Pricing of this instrument for the contract line items and additional information.				
00001	Provide all labor and materials in support of construction services for a mechanical and electrical systems upgrade of Headquarters Building, at the Mike Monroney Aeronautical Center (MMAC) in accordance with the attached specifications and drawings.				

Section B - Supplies or Services/Prices

Section B - Schedule

Clause List

The remainder of this page has been intentionally left blank.

Section C - Description/Specifications

Scope of Work

C.1 Description
The contractor shall furnish all labor, tools, materials, equipment, and supplies, necessary to accomplish the construction project, in accordance with the specifications and drawings, and the other terms, conditions, and provisions as set forth herein. All work performed and any materials and equipment used will be subject to approval by the Contracting Officer Representative (COR) and Contracting Officer (CO). This shall include but not be limited to testing, inspection, scheduling, reporting, and submittals.

C.2 Bid vs. Offer
References to the terms "bid", "bidder", et. throughout the specification are intended to mean "offer", "offeror", etc.

Clause List

AC4563 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE AT THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (NOV 2015)

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel being subject to the direction and control of Government personnel when performing non-personal contract services in Government facilities.

(b) All contractor personnel at a Government work site or facility during an actual emergency must conform to the procedures posted or directed by Government officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, Contracting Officer's Representative (COR), etc.

(c) Contractor personnel must participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions, based on advance arrangements that are then announced at the time of an exercise, contractor personnel may be excused from evacuations.

(d) Contractor management/site supervisors must ensure that each contractor employee assigned to work in Government facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Contractor Management/Site Supervisors are responsible for accounting for their employees during an actual emergency or exercise, and are subsequently required to report this information to their COR as soon as practical based on the situation. Information on emergency procedures may be requested from the COR or a designated Government contact point at the work site.

(e) When there are disruptions to Government operations at the Mike Monroney Aeronautical Center, Contractor Management/Site Supervisor should ensure that all employees are aware of the following methods of obtaining the Center's status:

The Center Status website: https://employees.faa.gov/org/centers/mmac/employee_services/facility_status/

Status Phone number; 954-0040, and local TV/Radio news channels.

(f) If the Center is OPEN during inclement weather, it's business as usual. Any need for unscheduled leave is between the contractor employee and their contractor management, not the FAA.

(g) When the Center is OPEN with a Delayed Arrival Time, contractors may allow their employees to arrive at the worksite in accordance with the Delayed Arrival Time under which the Center is operating. However, the government will not pay for hours not worked on other than firm fixed price type contracts and discussions on accounting for time on any other contract type should be between Contractor Management/Site Supervisor and COR or CO.

(h) When the Center is CLOSED, contractor employees should not report to the Center unless they have been informed in advance that they are considered 'mission critical' employees or their contractor management/site supervisor has provided other direction. The government will not pay for hours not worked on other than firm fixed price type contracts. Any discussions on accounting for time on any other contract type should be between the contractor management/site supervisor and the COR or CO.

(i) If an alternative duty location is activated that includes contractor employees, all contractor employees will be made aware of that location through their contractor management/site supervisor.

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Section D - Packaging and Marking

Clause List

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Section E - Inspection and Acceptance

Clause List

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

F.1 Working Hours
Work shall be conducted between 6:00 a.m. and 6:00 p.m. on normal government workdays. No Work, with the exception of the demolition work as
described below, shall occur at night, or on Saturday's, Sunday's or designated government holidays unless approved by the Contracting Officer seven (7) days in advance.

All demolition including the removal of the existing concrete slab, sub-soil removal below existing concrete slab, demolition and removal of interior GWB and CMU partitions, windows, floor, wall and ceiling finishes, HVAC equipment and ductwork,plumbing and waste lines and vents, electrical demolition and removal, and any or all other items related to demolition, shall be between the hours of 6:00 P.M and 6:00 A.M
Monday thru Friday. Work on the demolition may also be accomplished on weekends and approved government holidays. Work during these times (weekend and government holidays), must be pre-approved and scheduled in advance. Provide a minimum of seven (7) days prior notice to AMP-400, Project Manager, Mike Monroney Aeronautical Center, 405-954-4574 to coordinate scheduling of any work to be done outside of the occupants normal working hours

F.2 Utility Outages and Shutdown
Utility outages and shutdown shall be coordinated with the Contracting Officer and Project Manager. Outages affecting FAA operations are required to be accomplished at night, on weekends, or designated government holidays. Prior to any outage or shutdown, twenty-one (21) working days notification must be made to coordinate scheduling of any work to be performed during any hours.

F.3 Contractor Use of Premises
(a) General: Limit use of site and premises to allow:
(1) Owner Occupancy
(2) Work by others
(b) Access to Site: Limited to area required for construction.

F.4 Contractor's Construction Schedule and Material Submittals
The contractor shall prepare and submit the construction work schedule to the Contracting Officer (CO) for approval within fifteen (15) days of the date established for "Commencement of Work" in accordance with Clause 3.2.2.3-56 which is incorporated by reference.

3.10.1-11 GOVERNMENT DELAY OF WORK (APR 1996)

3.10.1-24 NOTICE OF DELAY (MAR 2009)

AC1817 ACCELERATED DELIVERY (JAN 1997)

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

The remainder of this page has been intentionally left blank.

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 14 calendar days prior to the notice to proceed. COR duties may include, but are not limited to:

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

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

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

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

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

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

(4) final acceptance under the contract.

(End of clause)

AC1227 RELEASE FORM (JAN 1997)

The contractor will be required to execute Contractor's Release Form DOT

F 4220.4 (2-71) prior to final payment under the contract. (Note: A copy of

Form DOT F 4220.4 (2-71) is attached hereto for information purposes.)

AC4550 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JUL 2015)

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

The remainder of this page has been intentionally left blank.

Section H - Special Contract Requirements

Clause List

H.1 FAA Compliance with Executive Orders

FAA shall comply with all Presidential directives. If any clause, provision, term, or condition in this SIR or contract is inconsistent with any Executive Order or Presidential Memoranda issued on or after January 20, 2025, or implementing guidance thereof, FAA will take action it deems appropriate and as permitted by law to correct any such inconsistency to include finding a provision or clause invalid. Applicable Executive Orders include, but are not limited to:

- Executive Order 14148 of January 20, 2025, Initial Recissions of Harmful Executive Orders and Actions.

- Executive Order 14151 of January 20, 2025, Ending Radical and Wasteful Government DEI Programs and Preferencing.

- Executive Order 14154 of January 20, 2025, Unleashing American Energy.

- Executive Order 14168 of January 20, 2025, Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

- Executive Order 14173 of January 21, 2025, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

H.2 TIME EXTENSION

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

H.3 ACCIDENT AND FIRE REPORTING

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:
(1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
(2) Damage of $1,000 or more to Federal property, either real or personal;
(3) Damage of $1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
(4) Damage for which a contract time extension may be requested.
(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:
(1) Report immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by email or facsimile transmission within 24 hours to the Contracting Officer. Such email shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.
(2) Accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:
(i) The extent of injury; and
(ii) The damage and cause of the accident or fire.
Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.
(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

H.4 CONSTRUCTION SAFETY PROGRAM

(a) The Mike Monroney Aeronautical Center (MMAC) Construction Safety program has been developed to protect MMAC employees, contractors, visitors, and students from workplace incidents related to construction activities. Chapter 33 Construction Safety (Section J, Attachment 4) establishes work requirements, procedures, and standards that construction contractors and related providers must comply with while working on the MMAC campus.
(b) This chapter applies to all personnel working on and near construction projects or whose responsibilities impact construction activities on the MMAC campus.

H.5 NOTIFICATION REUIREMENTS WHEN FRIABLE ASBESTOS MATERIAL IS DISTURBED
If during the performance of the contract the contractor inadvertently disturbs friable asbestos material, mainly CAFCO ceilings, the contractor shall immediately cease operations and notify the Contracting Officer. The contractor shall remain at the site of disturbance for the Contracting Officer's instructions.
H.6 EXERCISE OF OPTIONAL CONTRACT LINE ITEMS (CLINS)

3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2020)

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

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

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

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

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

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

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

(End of Clause)

3.8.2-17 KEY PERSONNEL AND FACILITIES (JUL 2019)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor must notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and must submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion will be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Project Manager	Superintendent
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

(List key personnel and/or facilities)

(End of clause)

AC0090 ENVIRONMENTAL, SAFETY AND HEALTH (JULY 2016)

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 40 CFR, and 42 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental, Occupational Safety and Health Policy states:

-The FAA Mike Monroney Aeronautical Center is fully committed to excellence and leadership in protecting the environment, and the health and safety of our employees and neighbors. It is our policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. Additionally, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental, safety, and health considerations are integrated into their daily activities and operations. In keeping with this commitment, we will implement, maintain, and continually improve our environmental, safety, and health performance by utilizing a comprehensive Environmental, Occupational Safety and Health Management System which:

-Ensures compliance with all applicable environmental, occupational safety, and health requirements

-Establishes environmental, occupational safety and health metrics

-Prevents injury and illness

-Minimizes pollution and waste; conserves natural resources and improves energy efficiency

-Identifies hazards, assesses risks, and implements controls

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment, and in a manner that ensures a safe and healthy work environment for employees, contractors, students, and visitors.

(4) The environmental requirements of the MMAC Environmental, Occupational Safety and Health Management System (EOSHMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001: 2004. The health and safety requirements of the MMAC Environmental, Occupational Safety and Health System (EOSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001: 2007. The MMAC EOSHMS requires that all contractors that provide goods and services that can affect MMAC's environmental, occupational safety and health programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

-Aware of the MMAC Environmental, Occupational Safety and Health Policy as set forth in paragraph (a)(3) above;

-Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;

-Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC Environmental, Occupational Safety and Health Management System (EOSHMS) General Awareness Briefing, eLMS course # FAA30050017. This training is available on-line at: https://ksn2.faa.gov/arc/amc/amp/amppublic/SitePages/Training%20-%20Mandatory%20Training.aspx .

(iii) Complete and sign the 'Certification of Contractor Conformance to the MMAC EOSHMS' included in Section K of this solicitation/contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EOSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EOSHMS. Submission of this certification is a prerequisite for contract award.

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer not later than November 30 of each year and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

(1) The number of employee-hours worked during the preceding fiscal year;

(2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer's Representative (COR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. All oral notices will be followed up with a written notice to the Contractor. If the Contractor fails or refuses to promptly correct the condition, the COR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training,

except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

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

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

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

AC3402 FAA FACILITY REGULATIONS FOR MMAC CONTRACTORS (MAY 2019)

FAA FACILITY REGULATIONS FOR MMAC CONTRACTORS (APR 2016) CLA.3402

Contractor personnel, including employees of subcontractors at any tier, suppliers, etc., working at or visiting the FAA Mike Monroney Aeronautical Center (MMAC) facility, shall abide by all applicable regulations in effect at the MMAC facility governing their conduct, including, but not limited to, those regulations pertaining to traffic, parking, security, and airport matters. A non-inclusive list of such regulations is provided below. The full text of these are available at the website shown or can be obtained by contacting your Contracting Officer (CO)/Contracting Officer's Representative (COR).

FAA ORDERS/DIRECTIVES

*Contractor & Industrial Security Program FAA Order 1600.72A

https://www.faa.gov/documentLibrary/media/Order/ND/1600.72A.pdf

Note: All contractors with access to government computer systems are required to take annual Security Awareness Virtual Initiative (SAVI) training. Information on how to accomplish this training is located at: https://my.faa.gov/org/linebusiness/ash/programs/savi.html

*Accountability Board FAA Order 1110.125B

https://www.faa.gov/documentLibrary/media/Order/FAA_Order_1110.125B.pdf

*FAA Occupational Safety & Health Policy FAA Order 3900.19C

https://www.faa.gov/documentLibrary/media/Order/FAA_Order_3900.19C.pdf

*FAA Information Security and Privacy Program and Policy FAA Order 1370.121

https://employees.faa.gov/documentLibrary/media/Order/1370.121.pdf

*Ground Vehicle Operations to include Taxiing, or Towing Aircraft on Airports

Advisory Circular AC 150/5210-20A

https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.information/documentID/1028089

*Parking and Traffic AC 1600.21 H Chapter 7

https://ksn2.faa.gov/arc/amc/amp/amppublic/Traffic%20Safety/Forms/AllItems.aspx

*Documents are only available by request from the Contracting Officer.

AC4555 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)

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

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

AC4556 PERSONNEL AND SUPERVISION (JUL 2015)

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned Contracting Officer's Representative (COR).

AC4557 STRIKES OR PICKETING

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

H.1 PERMITS AND RESPONSIBILITIES

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

H.2 TIME EXTENSION

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

H.3 ACCIDENT AND FIRE REPORTING

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:
(1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any

tier;
(2) Damage of $1,000 or more to Federal property, either real or personal;
(3) Damage of $1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
(4) Damage for which a contract time extension may be requested.
(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:
(1) Report immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by email or facsimile transmission within 24 hours to the Contracting Officer. Such email or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.
(2) Accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:
(i) The extent of injury; and
(ii) The damage and cause of the accident or fire.
Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.
(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

H.4 CONSTRUCTION SAFETY PROGRAM

(a) The Mike Monroney Aeronautical Center (MMAC) Construction Safety program has been developed to protect MMAC employees, contractors, visitors, and students from workplace incidents related to construction activities. Chapter 33 Construction Safety (Section J, Attachment 4) establishes work requirements, procedures, and standards that construction contractors and related providers must comply with while working on the MMAC campus.
(b) This chapter applies to all personnel working on and near construction projects or whose responsibilities impact construction activities on the MMAC campus.

H.5 FAA COMPLIANCE WITH EXECUTIVE ORDERS

FAA shall comply with all Presidential directives. If any clause, provision, term, or condition in this SIR or contract is inconsistent with any Executive Order or Presidential Memoranda issued on or after January 20, 2025, or implementing guidance thereof, FAA will take action it deems appropriate and as permitted by law to correct any such inconsistency to include finding a provision or clause invalid. Applicable Executive Orders include, but are not limited to:

- Executive Order 14148 of January 20, 2025, Initial Recissions of Harmful Executive Orders and Actions.
- Executive Order 14151 of January 20, 2025, Ending Radical and Wasteful Government DEI Programs and Preferencing.
- Executive Order 14154 of January 20, 2025, Unleashing American Energy.
- Executive Order 14168 of January 20, 2025, Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- Executive Order 14173 of January 21, 2025, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

H.6 EXERCISE OF OPTIONAL CONTRACT LINE ITEMS (CLINS)

The Government may exercise none, some or all Option items at the prices established in Section B, CLINs 0002-0005. Exercise of the option CLINs must be made in writing by the Contracting Officer within 30 days of contract award.

H.7 SUBCONTRACTOR SUBSTITUTION

a) If a subcontractor's experience was submitted in partial satisfaction of the requirement in Section L, Factor 1, Experience, that subcontractor is considered essential to the work being performed hereunder. Any change in the subcontractor or the effort the subcontractor will perform must be reported in sufficient detail to permit evaluation of the impact on this contract directly to and approved by the CO.
b) No removing, replacing, or diversion shall be made by the Contractor without the written consent of the

Contracting Officer. Replacing, substituting, or removing the proposed subcontractor prior to receiving CO consent may be means for terminating the contract by default.
c) This provision is applicable to the following subcontractor: (offer to insert name of subcontractor, if any, used to partially satisfy Experience requirement)

H.8 MAINTENANCE/DEFECT SECURITY

In accordance with Oklahoma Statute§61-113(B)(3), within 60 days of contract award, the successful contractor shall provide a bond or irrevocable letter of credit in a sum equal to the contract price to protect the Oklahoma City Airport Trust and City of Oklahoma City as public agencies to be protected against defective workmanship and materials for a period of one (1) year after acceptance of the project.

H.9 CITY OF OKLAHOMA CITY/OKLAHOMA CITY AIRPORT TRUST

a. In relation to 3.4.1-1 PROPOSAL GUARANTEE (JAN 2017), 3.4.1-4 PERFORMANCE BOND REQUIREMENTS (JAN 2017), and 3.4.1-5 PAYMENT BOND REQUIREMENTS (JAN 2018), is revised to read as follows:
“We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) as well as City of Oklahoma City and the Oklahoma City Airport Trust. . . "
b. In relation to AC3212 LIABILITY INSURANCE (JAN 1997), paragraph (3) (b) is revised to read as follows:
(b) The policy shall name ‘The United States of America, acting by and through the Federal Aviation Administration’ as an additional insured with respect to operations performed under this contract. The policy shall further name the City of Oklahoma City and the Oklahoma City Airport Trust as an additional insured with respect to operations performed under this contract.
c. In relation to AC3211 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997); the first sentence is revised to read "The contractor shall save and keep harmless and indemnify the Government as well as Oklahoma City and the Oklahoma City Airport Trust. . . "

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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 (JAN 2023)

3.1.8-1 CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (APR 2024)

3.1.8-2 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (APR 2024)

3.2.2.3-33 ORDER OF PRECEDENCE (APR 2024)

3.2.2.3-42 DIFFERING SITE CONDITIONS (APR 2024)

3.2.2.3-43 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 2024)

3.2.2.3-45 MATERIAL AND WORKMANSHIP (JUL 2024)

3.2.2.3-46 SUPERVISING THE CONTRACT WORK (JUL 2024)

3.2.2.3-47 PERMITS AND RESPONSIBILITIES (JUL 2024)

3.2.2.3-48 OTHER CONTRACTS (JUL 2024)

3.2.2.3-49 PROTECTING EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (JUL 2024)

3.2.2.3-51 OPERATIONS AND STORAGE AREAS (JUL 2024)

3.2.2.3-52 USE AND POSSESSION BEFORE THE PROJECT IS COMPLETE (JUL 2024)

3.2.2.3-53 CLEANING UP AND ROADWAY MAINTENANCE (JUL 2024)

3.2.2.3-54 PREVENTING ACCIDENTS (JUL 2024)

3.2.2.3-55 AVAILABILITY AND USE OF UTILITY SERVICES (JUL 2024)

3.2.2.3-56 SCHEDULES FOR CONSTRUCTION CONTRACTS (JUL 2024)

3.2.2.3-58 LAYOUT OF WORK (JUL 2024)

3.2.2.3-62 PRECONSTRUCTION CONFERENCE (JUL 2024)

3.2.2.3-64 DISMANTLING AND DEMOLISHING OF PROPERTY (JUL 2024)

3.2.2.3-66 CONTRACTOR'S DAILY LOG (JUL 2024)

3.2.2.3-68 SAFETY AND HEALTH (OCT 2014)

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 2023)

3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)

3.2.5-1 OFFICIALS NOT TO BENEFIT (OCT 2024)

3.2.5-3 GRATUITIES OR GIFTS (OCT 2024)

3.2.5-4 CONTINGENT FEES (OCT 2024)

3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2024)

3.2.5-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (OCT 2024)

3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 2024)

3.2.5-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2024)

3.2.5-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2024)

3.3.1-9 INTEREST (APR 2023)

3.3.1-15 ASSIGNMENT OF CLAIMS (JUL 2018)

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

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

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT (OCT 2024)

3.4.1-6 ADDITIONAL BOND SECURITY (APR 1996)

3.4.1-7 NOTICE TO PROCEED (OCT 2019)

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

3.4.2-6 RESERVED (APR 2025)

3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES - FIXED PRICE CONTRACT (APR 2025)

3.5-1 AUTHORIZATION AND CONSENT (APR 2023)

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

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

3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (JUL 2023)

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

3.6.2-2 CONVICT LABOR (APR 2025)

3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (APR 2022)

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

3.6.2-19 WITHHOLDING-LABOR VIOLATIONS (APR 2025)

3.6.2-20 PAYROLLS AND BASIC RECORDS (APR 2025)

3.6.2-39 TRAFFICKING IN PERSONS (OCT 2024)

3.6.2-44 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (APR 2025)

3.6.2-46 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (APR 2025)

3.6.2-47 RESERVED (APR 2025)

3.6.2-49 REPORTING REQUIREMENT FOR U.S.-FLAG CARRIERS REGARDING TRAINING TO PREVENT HUMAN TRAFFICKING (APR 2025)

3.6.3-10 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (OCT 2024)

3.6.3-13 AFFIRMATIVE PROCUREMENT OF RECYCLED CONTENT AND PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (OCT 2024)

3.6.3-17 EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (OCT 2024)

3.6.3-24 ASBESTOS NESHAP COMPLIANCE (OCT 2024)

3.6.3-25 AEROSOLS (OCT 2024)

3.6.3-26 FOAMS (OCT 2024)

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)

3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (JAN 2023)

3.6.6-1 DRUG FREE WORKPLACE (APR 2023)

3.6.6-2 SEAT BELT USE BY CONTRACTOR EMPLOYEES (APR 2023)

3.6.6-3 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JUL 2023)

3.8.9-2 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JUL 2023)

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 (JUL 2023)

3.10.1-20 WARRANTY-CONSTRUCTION (JUL 1996)

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

3.10.1-28 CHANGES REQUIRED BY AMS (JAN 2024)

3.10.2-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2025)

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

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

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

3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APR 2025)

3.2.2.3-41 PERFORMING WORK (APR 2024)

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

(End of clause)

3.2.2.3-44 PHYSICAL DATA (JUL 2024)

Data and information the FAA provides or refers to below is for the Contractor's information. The FAA is not responsible for any interpretation or conclusions drawn from the data or information from the Contractor. Further, the FAA does 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 AMP / AE Design Firm.

(b) Other relevant information N/A.

(End of clause)

3.2.2.3-50 PROPERTY PROTECTION (JUL 2024)

(a) The Contractor must construct and maintain any temporary fences, gates and other facilities needed to preserve crops, control livestock, and protect property. Before cutting a fence, the Contractor must take necessary precautions to prevent livestock from straying. The Contractor must prevent loss of tension in or damage to adjacent portions of the fence. The Contractor must immediately replace all fencing and gates cut, removed, damaged, or destroyed with new materials to the original standard. Undamaged gates may be reused.

(b) The Contractor must comply with the property owner's requests to leave gates open or closed.

(c) The Contractor must use all necessary precautions to avoid destroying surveying markers such as section corners, witness trees, property corners, mining claim markers, bench markers, triangulation stations, and the like. If the Contractor must destroy any marker, the Contractor must first notify the agency responsible for the marker, as well as the Contracting Officer's (CO) representative, and replace the markers.

(d) The Contractor must use care to prevent unnecessary damage to property in or near the work area caused by the Contractor's work. Unnecessary damage is that which the Contractor can avoid through efficient and careful performance of the work, considering the Contractor's land rights. If the Contractor damages any property, the Contractor must at once notify the owner or custodian and make or arrange to make prompt and full restitution.

(e) Maps and specifications the FAA provides may not give the location of all water supply, drainage, irrigation, and other underground facilities. Before entering a tract of land for contract purposes, the Contractor must determine from the property owner (or other reasonably available source) the location of any irrigation system, domestic water system, source of water, and drainage system existing on the property, whether serving that property or other property. The Contractor must avoid damaging or obstructing these facilities or polluting water supplies.

(f) The Contractor must hold the FAA harmless from any and all suits, actions, and claims for damages, including environmental impairment, to property arising from any of the Contractor's acts or omissions, the Contractor's subcontractors, or any of the Contractor's employees or subcontractor employees, in any way related to the work or operations under this contract.

(g) The Contractor must indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions.

(End of clause)

3.2.2.3-60 SPECIFICATIONS, DRAWINGS, AND MATERIAL OFFERS (JUL 2024)

(a) If either the specifications or the drawings (but not both) mention tasks, the Contractor must assume that the tasks are in both. If the drawings and specifications differ, the specifications govern. If there is a discrepancy in the figures, in the drawings, or in the specifications, the Contractor must submit the matter promptly to the Contracting Officer (CO), who will promptly determine which governs, and notify the Contractor in writing. Any adjustment made by the Contractor without the CO's determination is at the Contractor's own risk and expense. As needed, the CO will provide necessary detailed drawings and other information, unless otherwise provided.

(b) Wherever in the specifications or the drawings, the FAA uses "directed," "required," "ordered," "designated," "prescribed," or similar words, they refer to the CO's requirements. Similarly, "approved," "acceptable," "satisfactory," or similar words refer to the CO's approval, unless otherwise expressly stated. The Contractor must have a complete set of plans and specifications on-site and available for the FAA's use.

(c) Where the FAA uses "as shown," "as indicated," "as detailed," or similar words, they refer to the drawings accompanying this contract, unless stated otherwise. The word "provided" means "provided and installed."

(d) Omissions from the drawings and specifications or the erroneous description of details of work which are necessary to carry out the intent of the drawings and specifications, or which are customarily performed, does not

relieve the Contractor from performing those omitted or erroneously described details of the work. The Contractor must perform them as if fully and correctly set forth and described in the drawings and specifications.

(e) The Contractor must check all drawings the FAA provides before starting work and must promptly notify the CO of any discrepancies. In general, the Contractor should follow figures marked on drawings, rather than scale measurements. In general, large-scale drawings have precedence over small-scale drawings. The Contractor must compare all drawings and verify the figures before laying out the work. If the Contractor does not verify the figures, the Contractor will be responsible for any errors that might have been avoided had it verified them.

(f) "Shop drawings" means drawings, the Contractor or any subcontractor submit to the FAA under a construction contract, showing in detail the proposed fabrication and assembly of structural elements and the installation (that is, form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials the Contractor provided to explain in detail specific portions of the work the contract requires.

The FAA may duplicate, use, and disclose in any manner and for any purpose shop drawings you deliver under this contract.

(g) If this contract requires material offers (for example, shop drawings, catalog cuts, certificates of conformance), the Contractor must coordinate all of its offers, and review them for accuracy, completeness, and compliance with contract requirements. The Contractor must provide evidence that it approves the submittals. If the Contractor submits materials to the FAA without this evidence, the FAA may return them and ask the Contractor to resubmit the materials. The CO will indicate whether he or she approves or disapproves the offer, and if the CO does not approve it as submitted, will indicate the reasons for rejecting it. Any work done before the CO's approval is at the Contractor's risk. The CO's approval does not relieve the Contractor from responsibility for any errors or omissions in the submittals, nor from responsibility for complying with the contract requirements, except as described under (h).

(h) If the submittals vary from the contract requirements, the Contractor must describe the variations in writing, separate from the submittal, when it submits them. Send this description, a copy of the offer, and a proposal to incorporate it into the contract directly to the CO. If the CO approves a variation, the CO must issue an appropriate contract modification, unless the variation is minor or does not involve a change in price or in time of performance.

(i) The Contractor must submit to the CO for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. The CO will keep three sets (unless otherwise indicated) of all offers and will return one set to the Contractor.

(j) The Contractor must insert this clause, with appropriate changes in the designation of the parties, in all subcontracts.

(End of clause)

3.2.2.3-71 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (JUL 2024)

The Contractor must (a) begin work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) perform the work diligently, and (c) complete the entire work ready for use not later than 365 days from issuance of NTP. The time stated for completion must include final cleanup of the premises.

(End of clause)

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2024)

(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 the officer or employee 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) The offeror 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 the 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;

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

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted under this clause.

(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)

3.3.1-2 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (OCT 2024)

(a) The FAA will pay the Contractor the contract price as provided in this contract.

(b) The FAA will make financing payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer (CO), on estimates of work accomplished that meets the standards of quality established under the contract, as approved by the CO. The Contractor must furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, which must substantiate the payment amount requested in order to provide a basis for determining financing payments, in such detail as requested by the CO. In the preparation of estimates, the CO may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if --

(1) Consideration is specifically authorized by this contract; and

(2) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Along with each request for financing payments, the contractor must furnish the following certification, or payment will not be made:
I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for financing payments does not include any amounts that the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
[enter name]
(Name)
[enter title]
(Title)
[enter date]
(Date)

(d) If the Contractor, after making a certified request for financing payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the unearned amount), the Contractor must-

(1) Notify the CO of such performance deficiency;

(2) Be obligated to pay the FAA an amount (computed by the CO in the manner provided in "Interest" clause) equal to interest on the unearned amount from the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the CO that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for financing payments by an amount equal to the unearned amount.

(e) If the CO finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the CO will authorize payment to be made in full. However, if satisfactory progress has not been made, the CO may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the CO may retain from previously withheld funds and future financing payments that amount the CO considers adequate for protection of the FAA and will release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment will be made for the completed work without retention of a percentage.

(f) All material and work covered by financing payments made will, at the time of payment, become the sole property of the FAA, but this will not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the FAA to require the fulfillment of all the terms of the contract.

(g) In making these financing payments, the FAA will, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) above will not apply to that portion of financing payments attributable to bond premiums.

(h) The FAA will pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the FAA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(i) Notwithstanding any provision of this contract, financing payments will not exceed 80 percent on work accomplished on undefinitized contract actions. A contract action is any action resulting in a contract, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the "Changes" clause, or funding and other administrative changes.

(End of clause)

3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (JAN 2024)

(a) Definitions. As used in this clause

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Identity 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 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 certified as an SDVOSB under the Small Business Administration's Veteran Small Business Certification Program (VetCert).

(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)

3.3.2-1 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 20%.

(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.

3.4.1-4 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 100%.

(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 the original contract price 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.

3.6.2-14 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)

3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (APR 2025)

(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 (DHS) Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor must use E-Verify, located on DHS.gov, and-

(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)); 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)).

(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)); 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)); 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)).

(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 paragraph (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) DHS or the Social Security Administration 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) 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.

(d) Subcontracts. The Contractor must include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than $10,000 and includes work that is performed in the United States.

(End of clause)

3.6.3-5 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL FOR DESIGNATED ITEMS TO BE USED IN THE PERFORMANCE OF THE CONTRACT (OCT 2024)

(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 "recovered material."

(2) "Recovered material" means waste materials and by-products 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 recovered material for EPA-designated item(s) delivered and/or used in contract performance including, if applicable, the percentage of post-consumer recovered material; and
(2) Submit this estimate to Contracting Officer upon request.

(End of clause)

3.6.3-9 OZONE DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (OCT 2024)

(a) Definitions. As used in this clause:

"Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.

"Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency (EPA) designates in 40 CFR Part 82 as:

(1) Class I, including, but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including but not limited to hydrochlorofluorocarbons.

(b) The Contractor must label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING"

Contains (or manufactured with, if applicable) [Contractor to insert information], a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall:

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by:

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
(ii) Contract number; and
(iii) Equipment/appliance.

(2) Report that information to https://www.sam.gov/:
(i) Annually by November 30 of each year during contract performance; and
(ii) At the end of contract performance.

(End of clause)

3.6.3-12 ASBESTOS - FREE CONSTRUCTION (OCT 2024)

(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 by No later than 30 days prior to construction completion indicating that no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is 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 contactor 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 (APR 2025)

(a) In performance of this contract, the Contractor must establish a program to minimize waste generation, as well as recycle, reuse, divert 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 (CO) 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 size of the facility does not exceed 25,000 gross square feet, this clause does not take effect in this contract.

(End of Clause)

3.6.4-3 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (JAN 2024)

(a)*Definitions*

(1)"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

(2)"Cost of components" means-

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (i) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

(3) "Domestic Construction Material" means---

(i) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(A) An unmanufactured construction material mined or produced in the United States; or

(B) A construction material manufactured in the United States, if-

(aa)The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(bb) The construction material is a COTS item, or

(ii) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

(4) "Fastener" means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

(5) "Foreign construction material" means construction material other than domestic construction material.

(6) "Foreign iron or steel" means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

(7) "Predominantly of iron or steel or a combination of both" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

(8) "Steel" means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

(b) *Domestic Preference*

(1) This clause implements 41 U.S.C.83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor must use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in (b)(2) of this clause if the Government determines that -

(i)The cost of domestic construction material would be unreasonable.

(A)The cost of particular domestic construction material subject to the requirements of the Buy American Statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent.

(B) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A) of this clause.

(C) The procedures in paragraph (b)(3)(i)(B) of the clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for Determination of Inapplicability of the Buy American Statute*

(1)Any Contractor request to use foreign construction material in accordance with paragraph (b) (3) of this clause 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 (b)(3) of this clause.

(2) A request based on unreasonable cost must include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(3) 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).

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

(5) If the Government determines after contract award that an exception to the Buy American statute applies 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. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

(d) *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 Description		Unit of Measure	Quantity	Price (dollars)*
Item 1:	Foreign construction material	[ ]	[ ]	[ ]
	Domestic Construction material	[ ]	[ ]	[ ]
Item 2:	Foreign construction material	[ ]	[ ]	[ ]
	Domestic Construction material	[ ]	[ ]	[ ]

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

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

(e)*Non-Availability Determination Waiver Approvals* - In accordance with AMS Guidance T3.6.4A.4.c (3) (b), 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:

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

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

(3) As part of the justification provided under (c) (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).

(End of clause)

3.6.4-4 BUY AMERICAN ACT AND FAA BUY AMERICAN PREFERENCE - CONSTRUCTION MATERIALS UNDER UNITED STATES-MEXICO-CANADA AGREEMENT (JAN 2024)

(a) Definitions. As used in the clause--

(1) "Components" means those articles, materials, and supplies incorporated directly into construction materials.

(2) "Construction material" 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, must 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" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the U.S., 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 must be treated as domestic.

(4) "United States-Mexico-Canada Agreement (USMCA) country" means Mexico.

(5) "USMCA country construction material" means a construction material that (1) is wholly the growth, product, or manufacture of a USMCA country, or (2) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a USMCA country into a new and different construction material distinct from the materials from which it was transformed.

(6) "Unavailable construction materials," as determined by the FAA, means those articles, materials, and supplies not mined produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality (upon request, the Contracting Officer will provide lists of articles, materials, and supplies excepted from the Buy American Act).

(b) The Buy American Act (41 U.S.C. §§ 8301-8305) and the FAA Buy American Preference (49 U.S.C. § 50101) provide that the FAA must give preference to domestic material. Under the USMCA, USMCA construction materials are exempted from application of the Buy American Act and FAA Buy American Preference when:

(1) The acquisition value of the construction contract is $13,296,489 or more; and

(2) USMCA country construction material will be used.

(c) The Contractor agrees that only domestic construction materials or USMCA country construction materials must be used by the Contractor, subcontractors, and suppliers in the performance of this contract, except for other foreign construction materials, if any, listed in this contract. This requirement does not apply to information technology that is a commercial item or to components listed by the Government as follows:

(Contracting Officer to list applicable excepted materials or indicate "none")

(End of clause)

3.8.9-4 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB ENTITIES (JAN 2024)

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

Kaspersky Lab covered article means any hardware, software, or service that-

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means-

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g. "Kaspersky";

(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 Kaspersky Lab covered article. The Contractor is prohibited from-

(1) Providing any Kaspersky Lab covered article that the Government will use; and

(2) Using any Kaspersky Lab 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 Kaspersky Lab 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 3 business days 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 Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab 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)

3.8.9-5 PROHIBITION ON USING BYTEDANCE COVERED APPLICATIONS INCLUDING TIKTOK (JUL 2023)

(a) Definitions. As used in this clause-

"Covered Application" means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

"Information technology," as defined in 40 U.S.C. 11101(6)-

(1) Means any equipment, or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a Contractor under a contract with the executive agency that requires the use-

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal Contractor incidental to a Federal contract.

(b) *Prohibition*. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that a waiver has been granted in accordance with AMS Guidance T3.8.9C.3.c.(2).

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

(End of clause)

3.8.9-7 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION (JAN 2024)

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

Covered article, as defined in 41 U.S.C. 4713(k), means-

(1) "Information technology," as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) "Telecommunications equipment" or "telecommunications service," as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following-

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency-

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition*.

(1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[The Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:]

Yes [X] No [ ] DHS FASCSA orders

Yes [ ] No [X] DoD FASCSA orders

Yes [ ] No [X] DNI FASCSA orders

(2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.

(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.

(5) *Contractor request for waivers*.

(i) *Required disclosures*. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract or for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item Description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *FAA review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement*.

(1) During contract performance, the Contractor is required to:

(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and

(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer. For indefinite delivery contracts, the Contractor must report to both the Contracting Officer for the indefinite delivery contract and all the respective Contracting Officer(s) of any other affected orders.

(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.

(e) *Subcontracts*.

(1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

(End of Clause)

3.9.1-1 CONTRACT DISPUTES (JAN 2020)

(a) All contract disputes arising under or related to this contract 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 contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute 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 contract dispute 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 8:30am to 5:00 pm Eastern Time.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(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.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment.

Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at http://www.faa.gov.

(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)

3.10.1-26 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JUL 2023)

(a) The Federal Aviation Administration (FAA) will submit an electronic record of contractor performance on this contract in the Contractor Performance Assessment Reporting System (CPARS) at www.cpars.gov. An interim, final, or an addendum past performance evaluation (as applicable) will be conducted on this contract in order to record contractor performance.

(b) The past performance evaluation process is a paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. All completed reports are accessible in CPARS for Government use in evaluating past performance as part of a source selection action.

(c) The Contractor must furnish the Contracting Officer with the name, position title, phone number, and email address for each person(s) designated to have access to past performance evaluation(s) for this contract no later than 30 days after award.

(d) The designated Contractor Representative(s) will receive an automatically generated email with detailed login instructions. Additional details on CPARS, including systems requirements, and training information for CPARS, are available on the CPARS website, www.cpars.gov. The CPARS User Manual and registration for On-Line Training for Contractor Representatives are also available through the above website.

(e) The designated Contractor Representative(s) will have the ability to provide comments in the Contractor portion of the report and state whether the Contractor agrees or disagrees with the evaluation, before returning the report to the FAA Assessing Official (AO). The assessment report information must at all times be protected as source selection sensitive information not releasable to the public.

(f) Within 60 days after the end of a performance period, the FAA AO for the contract will complete an interim, final, or an addendum (as applicable) past performance evaluation. The report will be accessible for comment by the Contractor Representative(s) through the CPARS website. Comments are limited to the space provided in CPARS

and comments must focus on objective facts in the AO's rating, narrative, and the contractor's performance of the contract. In addition to the ratings and supporting narratives, Contractor Representative(s) should ensure all information in the evaluation is accurate, as it includes key fields that may be used by the Government to identify the contractor in future source selection actions. The contractor can acknowledge receipt of the evaluation absent any comments. However, the contractor will not be able to sign and submit the evaluation back to the Government without a statement in the Contractor Comments section. Therefore, the contractor can indicate "No comment" in combination with signing and dating the form. If the contractor does not sign and submit the CPARs assessment within 60 days after receipt of the CPARS assessment, it will automatically be returned to the Government and will be annotated as follows, "*The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment.*"

(g) The following guidelines apply concerning contractor's use of the past performance evaluation:

(1) Protect the evaluation as "source selection information."

(2) Strictly control access to the evaluation within the contractor's organization, and ensure the evaluation is never released to persons or entities outside of the organization's control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(h) If the contractor wants to discuss a past performance evaluation, requests must be submitted in writing to the AO no later than seven days following the date the FAA submits an evaluation to CPARS.

(i) If the parties cannot resolve any disagreement in the content of the CPARS evaluation, the original evaluation and the contractor's comments will be referred to the Reviewing Official (RO). The RO will make a final determination on the performance evaluation and include the contractor's comments with its finalized report.

(j) The completed and finalized past performance assessment report will be accessible in CPARS and available for Government use in support of any future source selection actions.

(End of clause)

3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (JUL 2023)

(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 $250,000; 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 $250,000.

(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:

All subcontracts meeting the requirements of paragraph (b) above
[Fillin subcontract]
[Fillin subcontract]

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

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

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

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

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

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

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

(7) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

3.10.3-5 USE AND CHARGES (OCT 2018)

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

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

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

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

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

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

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

(ii) Otherwise authorizes such use in writing; and

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

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

(d) General.

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

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

(e) Rental charge.-

(1) Real property and associated fixtures.

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

provided in paragraph (e)(1)(iii) of this clause, the CO will use the appraisal rental rate to determine a reasonable rental charge.

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

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

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

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

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

(f) Rental payments.

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

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

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

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

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

(End of clause)

3.13-16 RECORDS MANAGEMENT (OCT 2023)

(a) *Definitions*.

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

(1)Includes all FAA records.

(2)Does not include personal materials.

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

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

(b) *Requirements*.

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

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

(3) *Records maintenance*. While in Contractor's custody, the Contractor is responsible for preventing the alienation or unauthorized destruction of FAA records, including all forms of mutilation. Records may not be removed from the legal custody of FAA or destroyed except in accordance with the provisions of the agency records schedules and with the written concurrence of the FAA Agency Records Officer (ARO) (or the ARO's designate) and Contracting Officer, as appropriate. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report the event to the Contracting Officer in accordance with 36 CFR 1230, Unlawful or Accidental Removal, Defacing, Alteration, or Destruction of Records, for reporting to NARA by FAA Records Management. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

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

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

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

a different notice period. Additional details regarding such inspections consistent with this clause may be specified in the Statement of Work.

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

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

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

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

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

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

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

(End of clause)

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (APR 2024)

1. No contractor employee 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).

2. Definitions.

> a. "Contractor Employee" means a person employed as or by a contractor, subcontractor, or consultant supporting FAA or any non-FAA person who performs work or services for FAA within FAA facilities.

b. Sensitive Unclassified Information (SUI) means unclassified information, in any form including print, electronic, visual, or aural forms, that must be 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).

3. 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).

4. For all contractor employees requiring access to FAA facilities, classified information, sensitive unclassified information, systems, or resources, the contractor must submit to its 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 Portal (VAP) system (vap.faa.gov) or successor system, 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 required to be entered in VAP.

5. 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.

6. 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 with instructions for completing investigative requirements;

b. Instruct the applicant how to enter and complete a background investigation questionnaire through the National Background Investigation System (NBIS) electronic application (eAPP) or successor 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 must be submitted outside of the eApp system, the contractor must submit the required information, referencing the contract number, to the AXP POC noted in the instruction email.

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

8. No contractor employees 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.

9. 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, is transferred, or is otherwise removed from the contract. If the FAA issued the contractor 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.

10. The CO will provide notice to the contractor within 24 hours after receipt of a determination by AXP (or in the case of classified information in accordance with FAA Order 1600.2, AXF) that the contractor or its employee has not complied with security-related contract requirements or 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. The FAA Facility Manager has authority to remove a contractor employee from FAA facility premises when the Facility Manager determines a contractor employee's conduct is objectionable or contrary to the public interest. The Facility Manager must notify the CO within 24-hours of such removal.

11. 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 the contractor's expense. Once the contractor has taken action to remedy its security performance, the contractor must report the action via the VAP within the timeframe prescribed in paragraph 8 of this clause.

12. 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.

13. 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 contractor is responsible for the accuracy of its subcontractors' rosters as well.

14. Contractor employees must take the following training courses, as applicable.

> a. All 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.
>
> b. All contractor employees that will access the FAA network must complete the FAA's Information Security and Privacy Awareness Training course in eLMS (a distinct course from SAVI) and read and sign the FAA Rules of Behavior, upon initial connection to the FAA and annually thereafter. Contractor employees who do not complete the mandatory information security and privacy awareness training course and accept the FAA Rules of Behavior within the required timeframes may have their access to FAA systems, networks, or information suspended or terminated.
>
> c. All contractor personnel that connect to the FAA network must complete all other mandatory and role-based training as required by FAA Order 1370.121B.

15. The 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 employee.

16. 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 for the contractor employee.

17. 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.

18. 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)

3.14-14 COOPERATION WITH DEFENSIVE COUNTERINTELLIGENCE PROGRAM (DCIP) REQUIREMENTS (JUL 2023)

a. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.

b. Consistent with FAA Order 1600.84 *FAA Defensive Counterintelligence Program* (referred to here on as "the Order"), the contractor is required to cooperate to the fullest extent possible with the following requirements:

(1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records, or contractor personnel;

(2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;

(3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.

(4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of the Order.

(5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by the Order. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of the Order, the employee will refer the law enforcement or investigative agency to AXI-310.

(6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or COR if their employees observe any of the following-

(a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;

(b) Suspected or known espionage (See Appendix A of the Order for definition);

(c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or

individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or

(d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:

i. Non-public information from an official FAA data network or information
ii. Imagery;
iii. Technical specifications;
iv. Trade secrets;
v. Proprietary information;
vi. Sensitive Security Information (SSI); and
vii. Any other SUI

(e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO and/or COR is not feasible owing to the CO and/or COR being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.

(7) Contractors traveling internationally as per contract requirements must comply with the applicable travel security briefing and foreign contact reporting requirements of FAA Order 1600.61C *International Travel Security Program* as well as the applicable travel security briefing and reporting requirements of applicable Security Executive Agent Directives implemented by the FAA.

(8) *Elicitation attempts*. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or COR if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:

(a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;

(b) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information

Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;

(c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);

(d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;

(e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;

(f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;

(g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;

(h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and

(i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the COR and/or CO and request that they report it to the DCIP. If that is not feasible, or if the COR and/or CO are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.

c. Failure to cooperate with any of the activities under section b above may be considered by the FAA to be a material breach of the contract.

d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

(End of clause)

AC3211 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

AC3212 LIABILITY INSURANCE (JAN 1997)

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than $100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than $500,000 for each occurrence and property damage limits of liability of not less than $100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $100,000 per occurrence for property damage.

(b) The policy shall name 'The United States of America, acting by and through the Federal Aviation Administration' as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: 'It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy.'

(d) Certificate holder address:

FAA-Mike Monroney Aeronautical Center Facilities & Aviation Safety Contracting Section (AAQ-730) POC: Andre Casiano

P. O. Box 25082

Oklahoma City, OK 73l25

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

INTERIM CLAUSES AND PROVISIONS

3.3.1-40 Electronic Submission of Payment Requests (INTERIM December 2025)
(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, the Contractor 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.
(9) The following statement: "The Contractor certifies that, by submitting this invoice to the FAA, the supplies and/or services billed have been shipped, rendered, or delivered in accordance with instructions issued by the ordering officer; that they are reflected in the quantities and/or period of performance stated on the invoice; and that such supplies and/or services conform to the quantity and quality requirements specified in the applicable contract, order, or blanket purchase agreement.
(10) The following statement: "Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Contractor certifies that it is in compliance with the Equal Protection principles of the Constitution and all applicable Federal anti-discrimination laws, and acknowledges that such compliance is material to the Government's payment decision under the False Claims Act (31 U.S.C. § 3729(b)(4)). The Contractor also affirms that it does not operate any diversity, equity, and inclusion (DEI) initiatives that are inconsistent with the Equal Protection principles of the Constitution and the non-discrimination requirements of Federal law, as interpreted by the Supreme Court in Students for Fair Admissions v. Harvard, 600 U.S. 181 (2023)."
Note: the statement in item (10) in the preceding list is only required for invoices submitted to receive payment for contract performance occurring after this AMS clause 3.3.1-40 Electronic Submission of Payment Requests (INTERIM December 2025) is included in the contract.
If the contract includes allowances for travel, all invoices that include charges pertaining to travel expenses must catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.
(e) Payment system registration. Each person accessing the Delphi eInvoicing web-portal will be required to have a 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-logingov/.
(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
to activate the account. Users
are required to log in every 45 days to keep it active.
granted, users should navigate to http://einvoice.esc.govto 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 athttp://einvoice.esc.gov
(5)Account Management. Contractors must contact the DELPHI Help Desk when theirfirm's points of contactwill no longer be submitting invoices so they can be removed from the system. Instructions for contacting the DELPHIHelp D can be found athttp://einvoice.esc.gov
(f) Waivers:If the Contractor does not believeelectronic invoicing can be used if they areawarded this contract, the Contractor must respond accordingly to AMS clause 3.3.1-41 Electronic Invoicing-Representation. Waiver requests must be approved by the FAAand DOTand 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 waiverrequest isapproved, conversion to electronic invoicing atalater date may be required. While the waiver isin effect, the current invoicing process must be used per AMS Guidance T3.3.1A.14 and theterms of the contract. The decision regarding a waiver request is not subject to AMS clause 3.9.1-1 Contract Disputes.

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Section J - List of Documents, Exhibits and Other Attachments

Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	ATTACHMENT 1, SECTION B - SUPPLIES OR SERVICES - PRICES	03/26/2026	2
2	ATTACHMENT 2, HQB MECHANICAL AND ELECTRICAL UPGRADES DESIGN ANALYSIS	11/29/2023	752
3	ATTACHMENT 3, PROJECT MANUAL	02/20/2025	762
4	ATTACHMENT 4, DRAWINGS	02/20/2025	255
5	ATTACHMENT 5, CHAPTER 33 CONSTRUCTION SAFETY	05/16/2024	9
6	ATTACHMENT 6, DAVIS BACON WAGE DETERMINATION OK20260049	01/23/2026	10
7	ATTACHMENT 7, SF25 PERFORMANCE BOND	05/01/1996	3
8	ATTACHMENT 8, SF25A PAYMENT BOND	08/01/1997	2
9	ATTACHMENT 9, AMP400-ENV-OC-2.4.3-CC	03/10/2015	24
10	ATTACHMENT 10, PAST PERFORMANCE EXPERIENCE FORM	03/26/2026	1
11	ATTACHMENT 11 PAST PERFORMANCE SURVEY	04/13/2026	5
12	ATTACHMENT 12, CLIENT AUTHORIZATION LETTER	03/26/2026	1
13	ATTACHMENT 13, CONTRACTOR RELEASE	05/01/2005	1
14	ATTACHMENT 14, MAJOR COST ELEMENT BREAKDOWN	04/13/2026	1
15	ATTACHMENT 15 OCAT 00320 BUSINESS RELATIONSHIP AFFIDAVIT	11/01/2013	2
16	ATTACHMENT 16 OCAT 00310 ANTI/NON-COLLUSION AFFIDAVIT	11/01/2013	2

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

Clause List

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

3.6.3-4 RECOVERED MATERIAL PRODUCTS CERTIFICATION (OCT 2024)

3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (APR 2024)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA 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) The FAA requires a minimum acceptance period of 90 calendar days.

(d) The offeror 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) The FAA may reject an offer allowing less than the FAA's minimum acceptance period.

(f) The offeror agrees to fulfill the offer completely if the FAA accepts the 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 (JUL 2024)

(a) Definition: "Inverted Domestic Corporation" and "subsidiary" are defined in AMS clause 3.2.2.3-83 "Prohibition Against 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 submission 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 (JUL 2024)

(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. If the Offeror represents itself as an SDVOSB, the Offeror certifies it is certified as an SDVOSB under the Small Business Administration's Veteran Small Business Certification Program (VetCert) at the time of offer. 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 or on VetCert was erroneous when this proposal/offer was submitted or has become erroneous by reason of changed circumstances.

(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 $10,000 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. During 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 non-responsible.

(d) Nothing contained in the foregoing must be construed to require establishment of a system of records 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 (JUL 2024)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), 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)

3.3.1-35 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 (OCT 2024)

(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 paragraph (f) of AMS clause 3.3.1-40.

(End of provision)

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

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

(End of clause)

3.6.4-19 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATED TO IRAN- REPRESENTATION AND CERTIFICATIONS (JAN 2024)

(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 $10,000 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)

3.8.9-1 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JUL 2023)

(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 3.8.9-2 "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. The Offeror must provide the additional disclosure information required at (e) if the Offeror responds "will" and

(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)

3.8.9-3 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (JUL 2023)

(a) *Definitions*. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meanings per the clause 3.8.9-2 "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)

3.8.9-6 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES (JAN 2024)

(a) *Definitions*. As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the AMS Clause 3.8.9-7, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(b) *Prohibition*. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Clause 3.8.9-7, Federal Acquisition Supply Chain Security Act Orders-Prohibition.

(c) *Procedures*.

(1) The Offeror must search in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of AMS Clause 3.8.9-7, Federal Acquisition Supply Chain Security Act Orders-Prohibition. Issued FASCSA orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).

(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) *Representation*. By submission of this offer, the offeror represents that it has conducted a "reasonable inquiry" (as defined in AMS Clause 3.8.9-7), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) *Disclosures*, below.

(e) *Disclosures*. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror must provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description; and

(7) Reason why the applicable covered article or the product or service is being provided or used.

(f) *FAA review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (e) Disclosures, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(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)

AC4532 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (JUN 2015)

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

AC4560 CERTIFICATION OF CONTRACTOR CONFORMANCE TO THE MMAC ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) AND OCCUPATIONAL SAFETY AND HEALTH MANAGEMENT SYSTEM (OSHMS) (APRIL 2010)

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS/OSHMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS/OSHMS as required by Clause 0090, Environmental, Safety, and Health.

Authorized Representative: _____

Company Name: _____

Date: _____

(End of provision)

The remainder of this page has been intentionally left blank.

Section L - Instructions,Conditions, and Notices to Bidders

Clause List

3.2.2.3-1 FALSE STATEMENTS IN OFFERS (APR 2024)

3.2.2.3-11 RESERVED (APR 2024)

3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (APR 2024)

3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (APR 2024)

3.2.2.3-17 PREPARING OFFERS (APR 2024)

3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (APR 2024)

3.2.2.3-19 RESERVED (APR 2025)

3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (APR 2024)

If the offeror includes data in the offer that the offeror does not want to be disclosed to the public or for the FAA to use except for evaluation purposes-

(a) Mark the title page with the following legend: "This offer includes data that must not be (1) disclosed outside the FAA and (2) duplicated, used, or disclosed -in whole or in part- for any purpose other than to evaluate this offer."

(b) Contracts awarded as a result of this SIR are subject to the disclosure requirements specified in this SIR. This restriction does not limit the FAA's right to use information from another source that may be contained in the offer.

(c) Use the following space to identify the pages containing the restricted data:
Numbers or other identification of pages:
_____

(d) Mark each page the offeror wants to restrict with the following legend: "Using or disclosing data contained on this page is subject to the restriction on the title page of this offer."

(End of provision)

3.2.2.3-20 OFFERS (JAN 2018)

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

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

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

(d) Send your offer to andre.casiano@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)

3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of a Firm-Fixed Price Construction 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:
236220.

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 $45.0 Million.

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

(End of provision)

3.9.1-3 PROTEST (APR 2024)

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

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

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

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

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

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

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

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

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

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

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

(f) Protests shall be filed at:

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

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

For filing by U.S. Mail:

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

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

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

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

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

(End of provision)

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

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

AC4551 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

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

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

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

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

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

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

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

L.1 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

a. This SIR is not to be construed as a contract or a commitment of any kind. The Government and the FAA shall not be liable for payment of nor reimburse offerors or contractors for any and all costs incurred in the preparation and/or submittal of a proposal in response to this SIR or a resultant task order. All proposal preparation and/or submittal costs are at the risk of the offeror or contractor.

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

c. The Contracting Officer (CO) for this acquisition, Cynthia Cooper, is the sole point of contact. All written questions, correspondence, and submittals must be sent to the CO at the address specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award) or via e-mail to cynthia.cooper@faa.gov.

OFFERORS MUST NOT CONTACT THE PROGRAM OFFICE OR PROGRAM OFFICE PERSONNEL AT ANY TIME REGARDING THIS ACQUISITION

d. In determining which proposal represents the best overall value to the Government, the SSO will consider the results of the evaluation of proposals by the Government evaluation teams in regard to the Technical Acceptable/Unacceptable Evaluation, Past Performance Evaluation and Cost/Price Evaluation. Those found Technical Acceptable shall be considered for award based upon Performance/Tradeoff procedures; therefore, the successful offeror may not necessarily be the lowest Priced Offeror. A higher priced proposal may be selected for award where the past performance of the selected proposal is deemed by the SSO to be worth the price difference to the Government.

e. Each Offeror will submit information identified in the sections, as set forth in Provision L.3, Table L.1 Proposal Organization. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the prescribed formats subsequently identified herein.

f. Documentation shall be submitted electronically in accordance with Section L, Clause 3.2.2.3-20, Electronic

Offers. Note: Proposal Volumes I, II and III and IV shall be submitted as separate documents. NOTE: Due to FAA email size limitations, it is highly recommended that offerors submit their email proposal for each volume as separate emails and in the email subject line state 6973GH-24-R-00167, Volume XX Submitted on Behalf of XX.

g. VERY IMPORTANT NOTICE: Offerors are further advised that due to the size of the proposal documents as well as email security requirements, Offerors should not wait until the very last minute to email proposal submission as any email received after the time and date that proposals are due will be subject to AMS Clause 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (APR 2018)

h. Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors. An award may be made without further discussions/negotiations. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

i. This section of the Instructions to Offerors (ITO) provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. Any Offeror who submits an incomplete package may be considered ineligible for award. The offer shall be compliant with the requirements as stated in Section B and applicable attachments. Non-conformance with the instructions provided in the ITO may result in an unfavorable proposal evaluation

L.10 DISCREPANCIES

If the offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale as well as the remedies the offeror is asking the CO to consider as related to the omission or error. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal as received, with or without discussion. This reservation includes matters of additional or substitute pages of the initial proposal.

L.11 DEBRIEFINGS

The CO will promptly notify offerors of any decision to exclude them from competition, whereupon they may request and receive a post-award debriefing in accordance with AMS 3.2.2.3.1.4. The CO will notify unsuccessful offerors in accordance with AMS 3.2.2.3.1.4. Upon such notification, unsuccessful offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of AMS 3.2.2.3.1.4.

L.2 MANDATORY SITE VISIT (CONSTRUCTION)

Prospective offerors are required to attend a **MANDATOR**Y pre-proposal conference/site visit to be **held at 1:00 p.m. Central Time, Thursday, April 23, 2026** via site visit at the Mike Monroney Aeronautical Center. The conference will be held for the purpose of site investigation and permit general discussions regarding this Screening Information Request.

IMPORTANT NOTICE: Proposals from offerors who did not attend the pre-proposal conference WILL NOT be considered for award.

Offerors are allowed to send a maximum of **THREE (3)** individuals to represent their proposal (to include proposal teams, if applicable). Please advise the Contracting Officer, Cynthia Cooper, at cynthia.cooper@faa.gov in writing of your intent to attend by **2:00 p.m. Central Time, Tuesday, April 21, 2026**. Telephone requests will NOT count as notification of attendance. The Contracting Officer will send out information regarding visitor/vehicle passes and initial meetup location, no later than **noon Central Time, Wednesday, April 22, 20264** to ONLY those that have provided the required response information. Your request should include the following information:
(1) Name of company represented
(2) Name and title of representative

(3) Phone number of representative
(4) Email address of representative

In accordance with the REAL ID Act, the following documents will be the only accepted identification forms for granting access to the Mike Monroney Aeronautical Center:
• U.S. Department of Transportation issued PIV.
• U.S. Passport or U.S. Passport Card.
• REAL-ID compliant US state issued Driver's license or ID card.
• U.S. Military or U.S. Military dependent's ID Card with photograph.
• Other U.S. Government issued PI

NOTE: During the site visit, the FAA will not be providing transportation to the location for the Site Visit. In order for potential offerors to view the worksite, Site Visit Attendees will be required to register their vehicles and provide documentation in order to travel to the location for the Site Visit. Therefore, Site Visit attendees must have valid registration and current insurance form for their vehicles. **IT IS HIGHLY ENCOURAGED SITE VISIT ATTENDEES CAR POOL FOR THE SITE VISIT.**

No changes are made to the SIR unless a written amendment is issued. 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.

Offerors are required to submit all questions they may have regarding this requirement/specifications/plans in writing to the Contracting Officer by **Wednesday, May 21st, 2025, 10:00 a.m.** Central Time. E-mail questions to cynthia.cooper@faa.gov. Questions received after that date, together with any questions generated at the conference, will be answered in writing as soon as possible following the conference. Please use the following in the email subject line for questions: ***6973GH-26-R-00082, Questions, Submitted on Behalf of "**".*** **Offerors are encouraged to submit questions as early as possible.**

Remarks, explanations, or answers to questions provided at this conference SHALL NOT qualify the Screening Information Request terms unless such remarks, explanations or answers are in the form of a formal written amendment to the Screening Information Request.

L.3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

a. Each Offeror will submit information identified in the sections as set forth in paragraph (c) below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the prescribed formats subsequently identified herein.

b. Documentation shall be submitted electronically in accordance with Section L, Provision 3.2.2.3-20 Electronic Offers. Note: Volume I, II and III and IV documentation shall be submitted as separate document.

c. The titles and contents of the sections should be as set forth below:

Proposal Organization

Volume	Title	Page Limitation
I	Contract Documentation	No Page Limitation
II	Technical Proposal*	25 Page, Including Resumes
III	Relevant Experience and Past Performance*	No Page Limitation
IV	Cost/Price Proposal	No Page Limitation

*No reference shall be made to costs/prices in Section II.

d. Section cover shall designate section title along with applicable page(s) the Offeror deems competition sensitive.

e. **Volume I - Contract Documentation:** This section will be in FAA format. This will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete and submit:
(1) Section A, Solicitation, Offer and Award (SF33), Blocks 14 through 20a, 20b and 20c;
(2) Section B, Supplies or Services and Prices/Costs; Government format (Reference SIR Attachment 1);
(3) Section K, Representations and Certifications fully completed; SIR Attachment 15, OCAT 00320 BUSINESS RELATIONSHIP AFFIDAVIT; SIR Attachment 16, OCAT 00310 ANTI/NON-COLLUSION AFFIDAVIT, and,
(4) Bid Bond/Proposal Guarantee: A copy of the Proposal Guarantee will be provided electronically with the proposal. In accordance with Section I, Clause 3.4.1-1 Proposal Guarantee, an original, signed Proposal Guarantee shall be submitted by the due date and time for receipt of proposals to the following address:

FAA Aeronautical Center
AAQ-731 Facilities & Aviation Safety Acquisitions
Building 014 – AHQ, Room 233A
6500 S. Macarthur Blvd (Zip 73169)
PO Box 25082
Oklahoma City, OK 73125-4933

(6) Any Teaming Agreement, or Joint Venture Agreements and Major Subcontract: For work that is planned to be performed by the mechanical subcontractor, electrical subcontractor and any other subcontractor in excess $750,000, the proposal must provide rationale for subcontracting, how the specific subcontractor was determined (reference AMS 3.10.2-5, Competition in Subcontracting), and the percentage of work to be performed by the subcontractor. An executed copy any Teaming Agreement, or Joint Venture Agreements and Major Subcontract is to be provided in Volume I.
(7) Subcontracting Plan as referenced in AMS 3.6.1-4 Small Disadvantaged, Women-Owned and Service-Disabled Veteran-Owned Small Business Subcontracting Plan (July 2019) and Provision L.6, Small Business and Small Disadvantaged Business Subcontracting Plan. NOTE: A subcontracting plan is only required if the Offeror is considered a large business in relation to this acquisition.

(***Note****: Completion of documents identified at (1) through (3) above indicates that the Offeror has read and agrees to the terms and conditions contained in the SIR/RFO. The FAA may consider offers that take exception to the terms and conditions of the SIR/RFO to be unacceptable and thereby ineligible for award. Offerors submitting such offers may not be given the opportunity to revise their offer.)*

f. **Volume II:** Technical proposals shall be submitted as separate and complete sections for each of the Technical Evaluation Factors outlined in Provision L.4 below and Provision M.2. The technical proposal shall not include prices/costs or any pricing information.

(1) The technical proposal must be sufficiently detailed to enable technically oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed construction effort meets the requirements of the Government and that the offered approach is valid and practical. The technical proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements for, and the technical problems inherent in, providing construction services outlined in the Specifications and Drawings included in this SIR. Clear evidence of construction effort previously demonstrated and currently in place relating to the factors and subfactors should be included in each evaluation area.

(2) Statements that the offeror understands, can, or will comply with all statements in the Specifications and Drawings included in this SIR and statements paraphrasing the Specifications and Drawings or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be

used," etc. will be considered insufficient.

(3) Content is more important than quantity. **Technical proposal is limited to no more than 25 pages. Key Personnel Resumes (6-page limit for each proposed Key personnel) are subject to the 25-page limitation.** Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. To expedite review of the proposals, the responses for each evaluation factor shall be provided in a separate section and the section shall be tabbed for ease of reference.

g. **Volume III:** Relevant Experience and Past Performance.
(1) The Offeror (General Contractor), is required to provide a minimum of two (2) but no more than four (4) contract references (SIR Section J, Attachment 10) to demonstrate experience in multi-discipline construction projects of similar scope and complexity, as well as show evidence that the Past Performance Survey (PPS) (SIR Section J, Attachment 11) along with the Client Authorization Letter (format at Section J, Attachment 12) has been sent to a minimum of two (2) but no more than four (4) past customers/clients who are familiar with the work demonstrated through previous contracts of a similar nature. Only construction projects completed within the last seven (7) years will be considered; however, one (1) project that is currently in progress and at least 80% complete by billing and scheduled to complete by no more than six (6) months from the proposal due date of this solicitation may be considered for no more than one (1) PPS requirement.

(2) The General Contractor's proposed Mechanical subcontractor is required to provide a minimum of two (2) but no more than four (4) contract references (SIR Section J, Attachment 10) to demonstrate experience in mechanical construction projects of similar scope and complexity as well as show evidence that the Past Performance Survey (PPS) (SIR Section J, Attachment 11) along with the Client Authorization Letter (format at Section J, Attachment 12) has been sent to a minimum of two (2) but no more than four (4) past customers/clients who are familiar with the work demonstrated through previous contracts of a similar nature. Only construction projects completed within the last seven (7) years will be considered; however, one (1) project that is currently in progress and at least 80% complete by billing and scheduled to complete by no more than six (6) months from the proposal due date of this solicitation may be considered for no more than one (1) PPS requirement.

(3) The General Contractor's proposed Electrical subcontractor is required to provide a minimum of two (2) but no more than four (4) contract references (SIR Section J, Attachment 10) to demonstrate experience in electrical construction projects of similar scope and complexity as well as show evidence that the Past Performance Survey (PPS) (SIR Section J, Attachment 11) along with the Client Authorization Letter (format at Section J, Attachment 12) has been sent to a minimum of two (2) but no more than four (4) past customers/clients who are familiar with the work demonstrated through previous contracts of a similar nature. Only construction projects completed within the last seven (7) years will be considered; however, one (1) project that is currently in progress and at least 80% complete by billing and scheduled to complete by no more than six (6) months from the proposal due date of this solicitation may be considered for no more than one (1) PPS requirement.

Note: Alteration and or deletion of data fields contained in the PPS may result in the offeror being eliminated from further consideration.

CAUTION: Offerors are cautioned that the FAA may use the data provided by other sources in evaluating past performance. Offerors will be given an opportunity to rebut information considered negative and relevant to the evaluation. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the Offeror.

h. **Volume IV:** Cost/Price Proposal

The Cost/Price Proposal must be submitted as a separate and complete volume and tabbed separately for each document contained therein. The Cost/Price Proposal will provide information to the FAA for analyzing costs and pricing as well as preparing the contract document and supporting file for the successful offeror. At a minimum, Offerors are required to complete Attachment 14, Major Cost Components. This volume should be sufficiently detailed in support of the proposed pricing to demonstrate cost realism and reasonableness.

No references must be made to proposed costs or prices in Volumes II or III.

L.4 TECHNICAL ACCEPTABLE/UNACCEPTABLE EVALUATION OF KEY PERSONNEL

Offerors must provide documentation to show that the proposed Construction Project Manager AND the Construction Superintendent that will be employed on this project meet the following qualifications and experience as identified in the following table:

Construction Project Manager	**-Must have a minimum of seven (7) years of experience in serving as Construction Project Manager on multi-discipline construction projects of similar scope and complexity** **-Must have a minimum of managing or supervising at least two (2) multi-discipline construction projects completed within the past 7 years of similar scope and complexity** **- Must be employed by the offeror, however past project experience is not required to have been completed while employed by the offeror**
Construction Superintendent	-Must have a minimum of seven (7) years of experience in serving as a Construction Superintendent on multi-discipline construction projects of similar scope and complexity -Must have experience serving as a Construction Superintendent of at least two (2) multi-discipline construction projects completed within the past 7 years of similar scope and magnitude - Must be employed by the offeror, however past project experience is not required to have been completed while employed by the offeror

Failure to demonstrate the minimally acceptability standards under this factor will result in an "UNACCEPTABLE" rating and elimination from further consideration for contract award

L.5 RELEVANT EXPERIENCE AND PAST PERFORMANCE

a. The full instructions for Offerors to follow and comply with for preparing their proposal for Relevant Experience and Past Performance are as follows:

Factor 1 – Relevant Experience:
Sub-Factor 1a: The Offeror (General Contractor) is required to provide a minimum of two (2) but no more than four (4) contract references (SIR Section J, Attachment 10) to demonstrate experience in multi-discipline construction projects of similar scope and complexity. Only construction projects completed within the last seven (7) years will be considered; however, one (1) project that is currently in progress and at least 80% complete by billing and scheduled to complete by no more than six (6) months from the proposal due date of this solicitation may be considered for no more than one (1) PPS requirement.

Sub-Factor 1b: The General Contractor's proposed Mechanical subcontractor is required to provide a minimum of two (2) but no more than four (4) contract references (SIR Section J, Attachment 10) to demonstrate experience in mechanical construction projects of similar scope and complexity. Only construction projects completed within the last seven (7) years will be considered; however, one (1) project that is currently in progress and at least 80% complete by billing and scheduled to complete by no more than six (6) months from the proposal due date of this solicitation may be considered for no more than one (1) PPS requirement.

Sub-Factor 1c: The General Contractor's proposed Electrical subcontractor is required to provide a minimum of two (2) but no more than four (4) contract references (SIR Section J, Attachment 10) to demonstrate experience in electrical construction projects of similar scope and complexity. Only construction projects completed within the last seven (7) years will be considered; however, one (1) project that is currently in progress and at least 80% complete by billing and scheduled to complete by no more than six (6) months from the proposal due date of this solicitation may be considered for no more than one (1) PPS requirement.

For Factor 1, Relevant Experience, the following information shall be provided for each of the Offeror (General Contractor), General Contractor's proposed Mechanical subcontractor and General Contractor's proposed Electrical subcontractor contract references:

- Name of Responder
- Responder's Title
- Responder's Email address
- Responder's phone number
- Name of Organization
- Name of Contractor
- Contract Number
- Project Title
- Contract Type
- Contractor Discipline: General, Mechanical, Electrical
- Original contract completion date based on Notice to Proceed
- Actual Contract Completion Date
- Rationale for variance between original completion date and actual completion date
- Original contract amount and final contract amount
- Rationale for variance between original contract amount and final contract amount
- Brief project summary in order to explain how the project is relevant to the subject acquisition
- Information on if a deficiency notice was issued
- Information on if a cure notice was issued
- Information on if a show cause was issued

Projects submitted as part of either a past joint venture or past teaming agreement must be clearly labeled and must identify the teaming partners and identify with dollar values which parts of the scope the offeror was responsible. Projects submitted as part of either a past joint venture or past teaming agreement without this information will not be considered.

Projects submitted where the Owner and Offeror are the same entity or have an ownership relationship will not be considered.

Factor 2 – Past Performance Surveys
Sub-Factor 2a: The Offeror (General Contractor), is required to show evidence that the Past Performance Survey (PPS) (SIR Section J, Attachment 11) along with the Client Authorization Letter (format at Section J, Attachment 12) has been sent to a minimum of two (2) but no more than four (4) past customers/clients who are familiar with the work demonstrated through previous contracts of a similar nature. Only construction projects completed within the last seven (7) years will be considered; however, one (1) project that is currently in progress and at least 80% complete by billing and scheduled to complete by no more than six (6) months from the due date of this solicitation may be considered for no more than one (1) PPS requirement

Sub-Factor 2b: The General Contractor's proposed Mechanical subcontractor is required to show evidence that the Past Performance Survey (PPS) (SIR Section J, Attachment 11) along with the Client Authorization Letter (format at Section J, Attachment 12) has been sent to a minimum of two (2) but no more than four (4) past customers/clients who are familiar with the work demonstrated through previous contracts of a similar nature. Only construction projects completed within the last seven (7) years will be considered; however, one (1) project that is currently in progress and at least 80% complete by billing and scheduled to complete by no more than six (6) months from the due date of this solicitation may be considered for no more than one (1) PPS requirement.

Sub-Factor 2c: The General Contractor's proposed Electrical subcontractor is required to show evidence that the Past Performance Survey (PPS) (SIR Section J, Attachment 11) along with the Client Authorization Letter (format at Section J, Attachment 12) has been sent to a minimum of two (2) but no more than four (4) past customers/clients who are familiar with the work demonstrated through previous contracts of a similar nature. Only construction projects completed within the last seven (7) years will be considered; however, one (1) project that is currently in progress and at least 80% complete by billing and scheduled to complete by no more than six (6) months from the due date of this solicitation may be considered for no more than one (1) PPS requirement.

b. Evidence (a copy of the sent email showing the date, time, and email address for the party who was sent the email) to show that the PPS was provided to the primary reference by no later than 10 days prior to the SIR

closing date along with instructions to provide the completed PPS to the Contracting Officer by no later than the SIR closing date. This evidence shall be provided for all PPS for the General Contractor as well as Mechanical and Electrical, subcontractors.

c. The Offeror and the proposed Mechanical and Electrical subcontractors will complete Page 1 of the PPS and then provide the surveys to their references who will in turn complete and return the surveys directly to the Contracting Officer by the SIR closing date.

d. Offerors MUST send out – and track the completion of - PPS(s) (Section J, Attachment 11) to each of the Offeror's or if applicable joint venture member's (i.e., each entity's) clients. The responsibility to send out and track the completion of the PPS(s) rests solely with the Offeror - i.e., it shall not be delegated to any other entity. Offerors must exert their best effort to ensure that each POC per relevant contract submit a completed PPS directly to the Government not later than the date established in the RFP for receipt of proposals. Offeror's Clients MUST submit completed Past Performance Surveys electronically via email to: cynthia.cooper@faa.gov.

e. PPS's that are submitted directly from an offeror **WILL NOT** be accepted.

Note: Alteration and/or deletion of data fields contained in the PPS may result in the offeror being eliminated from further consideration.

f. The Proposing Offeror is not allowed to complete a PPS for a subcontractor or teaming partner that the Offeror intends to utilize in support of this acquisition.

g. CPAR reports **MAY BE PROVIDED AS A SUBSTITUTE** for submission of completed PPS.

h. If proposing as an existing joint venture, the offeror must include recent and relevant past performance information of this joint venture in accordance with the past performance instructions as provided in Section L of the SIR. If proposing as a newly established or first-time joint venture, the joint venture shall provide a minimum of one (1) past performance submission for each member of the joint venture; however no less than 3 and no more than 5 past performance references are to be submitted for the joint venture as whole. The past performance submission(s) of the JV must reflect the JV offerors' capability to perform to the level of complexity and scope of the SOW. Submissions are considered acceptable only if the work performed is accomplished by the JV or a member of the proposed JV. (i.e. not a proposed subcontractor to the JV member).

i. The Contracting Officer will review each Offeror's PPS submission to ensure that the offeror has provided evidence to show that each PPS for the General Contractor, as well as the General Contractor's proposed Mechanical and Electrical subcontractor, described in SIR Section L, demonstrates:

• A copy of each PPS that has been provided to the primary and alternate references (the offeror will complete Page1 of the PPS) for a minimum of three (3) with a maximum of five (5) Past Performance Surveys
• Evidence **(POTENTIAL OFFERS ARE REQUIRED TO PROVIDE A COPY OF THE SENT EMAIL SHOWING DATE, TIME, EMAIL MESSAGE AND EMAIL ADDRESS FOR THE PARTY WHO WAS SENT THE EMAIL)** to document that the PPS was provided to the primary and alternate references by no later than 10 days prior to the SIR closing date along with instructions to provide the completed PPS to the Contracting Officer by no later than the SIR closing date. **NOTE: Failure to provide this information may result in the offeror being determined as Non-Responsive to the requirements of the SIR and immediately eliminated from further consideration.**

CAUTION: Offerors are cautioned that the FAA may use the data provided by other sources in evaluating past performance. Offerors will be given an opportunity to rebut information considered negative and relevant to the evaluation. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the Offeror.

L.6 SUBMISSION OF SUPPORTING COST OR PRICING DATA

Each offeror shall provide the cost and pricing information included in SIR Attachment 14, Major Cost Element Breakdown, in sufficient detail to determine cost realism. The cost information should be summarized and be traceable to the Base Proposal as well as each Optional Item. .Additional cost information may be required by the Government evaluators, if necessary, throughout the course of evaluations.

L.7 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

a. The Offeror shall provide with the proposal, a detailed subcontracting plan that fulfills all requirements contained within AMS Clause 3.6.1-4 entitled: Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan. The Offeror will ensure their subcontracting plans fully address each of the eleven items listed in AMS Clause 3.6.1-4 as being required within an Offeror's subcontracting plan.

b. At least twenty-five (25) percent of the planned subcontract dollar value shall be allocated to small businesses including:
(1) At least ten (10) percent of the total planned subcontract dollar value shall be allocated to small business concerns owned and controlled by socially and economically disadvantaged individuals (includes 8A).
(2) At least five (5) percent of the planned subcontract dollar value shall be allocated to small business concerns owned and controlled by women.
(3) At least three (3) percent of the total proposed subcontract dollar value shall be allocated to small business concerns owned and controlled by service-disabled veterans.

c. These goals shall apply over the full life of the contract, including the base period and each exercised option period.

L.8 TEAMING ARRANGEMENTS

a. Where a teaming arrangement is proposed, the offeror shall provide a plan which identifies the roles, responsibilities, and capabilities of each teaming participant. The teaming plan is not subject to a page limitation. When a teaming arrangement is proposed, it shall be included as part of Volume I, Contract Documentation.

b. As a minimum, the plan should address the following:
1. The plan shall identify the offeror's rationale for selection of the proposed teaming participants as well as the extent of participation.
2. Offeror's working relationship and proposal of each participant's role relative to performance of the contract effort shall be identified.
3. Since employee wages and benefits may differ among the teaming partners, offerors proposing as a team must select a single compensation plan that all employees, regardless of which teaming partner they work for, receive the exact same employee wages and benefits.
4. The plan shall identify distribution of work assignments, acceptance and approval of deliverables among teaming partners prior to submission to the FAA. A manager or lead position employee of one teaming partner may be required to assign and approve work of employees of another teaming partner; therefore, describe how this issue will be addressed.
5. The offeror's plan should address measures for quality assurance, which includes roles and responsibilities for quality of services.
6. The teaming plan must be signed and executed by all parties.

L.9 PROPOSAL ACCEPTANCE

a. Only one proposal from each offeror shall be considered.

b. The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.

c. The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

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Section M - Evaluation Factors for Award

Clause List

AC0250 EVALUATION OF OFFERS FOR SINGLE AWARD (JUN 2015)

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

M.1 EVALUATION FACTORS FOR AWARD

a. Offers will be evaluated and contract award made on the basis of "best value" to the Government based upon the following factors:

Technical Acceptable/Unacceptable Evaluation
Relevant Experience and Past Performance
Cost/ Price

b. This acquisition will utilize Performance Price Trade-Off Source Selection Procedures to make an integrated assessment for an award decision. Tradeoffs will be made only between price and past performance. Contract award will be made to the Offeror who is deemed responsible in accordance with the Acquisition Management System (AMS), whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, and certifications); whose proposal is determined to be technically acceptable and whose proposal is judged, based on the evaluation factors, to represent the best value to the Government. Separate technical, past performance and price/cost proposals are required as described in Section L. Subjective judgment on the part of the FAA is implicit in the evaluation process.

c. The Government will initially review all proposals for conformance to the SIR requirements. Only those proposals determined to be responsive through the conformance review process will be forwarded to the evaluation team for further consideration.

(1) Timeliness - No proposal or part thereof will be accepted for consideration following the closing period for this solicitation.

(2) Conformance – Proposals must conform to the format and content instructions identified in Provision L.3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS. Non-adherence to proposal format and content instructions may be considered non-responsive. Proposals found by the CO to be non-responsive may not receive further consideration.

(3) All proposals determined to be timely and that conform to the SIR will be evaluated in accordance with Provisions M.2 TECHNICAL EVALUATION, M.3 RELEVANT EXPERIENCE AND PAST PERFORMANCE EVALUATION, and M.4 COST/PRICE EVALUATION.

d. The Government reserves the right to award without communications/discussions. Offerors are not to assume that they will be contacted or afforded an opportunity to clarify, discuss, or revise their proposal if Government evaluators identify omissions or lack of detail. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct communications/discussions if later determined by the Contracting Officer (CO) to be necessary.

e. The Government intends to award one (1) Firm-Fixed-Price contract; however, the Government reserves the right not to award any contract at all, depending on the quality of the proposals and prices submitted and the availability of funds.

M.2 TECHNICAL EVALUATION

a. Technical Proposals (Factor 1) will be evaluated, rated, and scored in accordance with the pre-established evaluation plan. based upon the information contained in the Offeror's technical proposal regarding their proposed Construction Project Manager AND the Construction Superintendent that will be employed on this project in comparison to the following pre-established criteria:

Construction Project Manager	**-Evidence showing the Construction Project Manager has a minimum of seven (7) years of experience in serving as Construction Project Manager on multi-discipline construction projects of similar scope and complexity -Evidence of managing or supervising at least two (2) multi-discipline construction projects completed within the past 7 years of similar scope and magnitude - Construction Project Manager must be employed by the offeror, however past project experience is not required to have been completed while employed by the offeror**
Construction Superintendent	-Evidence showing the Construction Superintendent has a minimum of seven (7) years of experience in serving as a Construction Superintendent on multi-discipline construction projects of similar scope and complexity -Evidence as Construction Superintendent of at least two (2) multi-discipline construction projects completed within the past 7 years of similar scope and magnitude - Construction Superintendent must be employed by the offeror, however past project experience is not required to have been completed while employed by the offeror

b. Each Offeror will be assigned a Technical Evaluation Rating as follows:

Rating	Definition
Acceptable	The proposal meets the stated requirements. The response is considered complete in terms of the basic content and level of information the Government seeks for review.
Unacceptable	The proposals fails to meet the stated requirements. The response is considered deficient in terms of basic content and support the Government seeks to review.

c. Failure to demonstrate the minimally acceptability standards under this factor will result in an "UNACCEPTABLE" rating and elimination from further consideration for contract award.

M.3 RELEVANT EXPERIENCE AND PAST PERFORMANCE EVALUATION

a. Relevant Experience and Past Performance will assess the degree of confidence the Government has in an offeror's ability to supply products and services
that meet users' needs, while controlling cost and schedule, based on a demonstrated record of performance. The Government will review each Offeror's
submission for Factor 1 – Relevant Experience and assign a Relevancy Rating for the Offeror (General Contractor) as follows:

PAST PERFORMANCE RELEVANCY RATINGS Aspects of relevance include similarity of service/support provided, complexity of effort, dollar value, contract type, and, where applicable, the degree of subcontracting/teaming. To be relevant performance data needs to be recent as described in Section L of the RFP.	
Very Relevant	Present/past performance involved multi-discipline building renovations at or over $10 million.
Relevant	Present/past performance involved multi-discipline building renovations at or over $7 million.
Somewhat Relevant	Present/past performance involved multi-discipline building renovations at or over

PAST PERFORMANCE RELEVANCY RATINGS Aspects of relevance include similarity of service/support provided, complexity of effort, dollar value, contract type, and, where applicable, the degree of subcontracting/teaming. To be relevant performance data needs to be recent as described in Section L of the RFP.	
	$5 million.
Not Relevant	Present/past performance involved multi-discipline building renovations below $5 million.

The Government will review each Offeror's submission for Factor 1 – Relevant Experience and assign a Relevancy Rating for
the Offeror's proposed Mechanical Subcontractor as follows:

PAST PERFORMANCE RELEVANCY RATINGS Aspects of relevance include similarity of service/support provided, complexity of effort, dollar value, contract type, and, where applicable, the degree of subcontracting/teaming. To be relevant performance data needs to be recent as described in Section L of the RFP.	
Very Relevant	Present/past performance involved HVAC, Plumbing and Fire Suppression systems in multi-discipline building renovations at or over $5 million
Relevant	Present/past performance involved HVAC, Plumbing and Fire Suppression systems in multi-disciplined building renovations at or over $4 million
Somewhat Relevant	Present/past performance involved HVAC, Plumbing and Fire Suppression systems in multi-disciplined building renovations at or over $3 million
Not Relevant	Present/past performance involved HVAC, Plumbing and Fire Suppression systems in multi-discipline building renovations below $3 million

The Government will review each Offeror's submission for Factor 1 – Relevant Experience and assign a Relevancy Rating
for the Offeror's proposed Electrical Subcontractor as follows:

PAST PERFORMANCE RELEVANCY RATINGS Aspects of relevance include similarity of service/support provided, complexity of effort, dollar value, contract type, and, where applicable, the degree of subcontracting/teaming. To be relevant performance data needs to be recent as described in Section L of the RFP.	
Very Relevant	Present/past performance involved Electrical, Telecommunications and Security systems in multi-Discipline building renovations at or over $5 million
Relevant	Present/past performance involved HVAC, Plumbing and Fire Suppression systems in multi-disciplined building renovations at or over $4 million
Somewhat Relevant	Present/past performance involved HVAC, Plumbing and Fire Suppression systems in multi-disciplined building renovations at or over $3 million
Not Relevant	Present/past performance involved multi-discipline building renovations below $3 million.

b. The Government will review each Offeror's submission for Factor 1, Past Performance by reviewing completed PPS's
as well as assessments from CPARS or similar reporting systems, and other sources of past performance are complete, the
Government will assign a confidence rating of "High Confidence", "Moderate Confidence", "Satisfactory Confidence",
"Unknown Confidence", "Little Confidence", or "No Confidence" as follows:

The Offeror (General Contractor) will be evaluated as follows:

High Confidence	**Multi-Discipline building renovations at or over $10 million, with most ratings being Exceptional for Quality, Schedule, Cost Control on Project Modifications, and Subcontract Management and no ratings below Very Good. Past performances must have no show cause notices, no deficiency notices, and/or no cure notices. Both the Mechanical and Electrical Subcontractors must have High Confidence ratings.**
Moderate Confidence	Multi-Discipline building renovations at or over $7 million, with most ratings being Very Good or above for Quality, Schedule, Cost Control on Project Modifications, and Subcontract Management and no ratings below Satisfactory. Past performances must have no show cause notices but may have had deficiency notices or cure notices that were successfully resolved with a workable solution, and the contract was successfully completed. Both the Mechanical and Electrical Subcontractors must have at least Moderate Confidence ratings.
Satisfactory Confidence	Multi-Discipline building renovations at or over $5 million, with most ratings being Satisfactory or above for Quality, Schedule, Cost Control on Project Modifications, and Subcontract Management and no ratings below Satisfactory. Past performances must have no show cause notices but may have had deficiency notices or cure notices that were successfully resolved with a workable solution, and the contract was successfully completed. Both the Mechanical and Electrical Subcontractors must have at least Satisfactory Confidence ratings.
Little Confidence	Multi-Discipline building renovations below $5 million, with most ratings being Marginal or above for Quality, Schedule, Cost Control on Project Modifications, or Subcontract Management, and no ratings below Marginal. Past performances have a record of show cause notices, deficiency notices, and/or cure notices that were eventually resolved. Both the Mechanical and Electrical Subcontractors must have at least Little Confidence ratings.
Unknown Confidence	Offeror has no relevant past performance experience. Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an Unknown Confidence rating for the Past Performance Factor; however, a Satisfactory Confidence is considered to be a higher confidence rating than Unknown Confidence.
No Confidence	Multi-Discipline building renovations with any rating of Unsatisfactory for Quality, Schedule, Cost Control on Project Modifications, or Subcontract Management. Past performances have a record of show cause notices, deficiency notices, or cure notices that were not successfully resolved.

Mechanical Subcontractors will be evaluated as follows:

High Confidence	**HVAC, Plumbing and Fire Suppression systems in multi-discipline building renovations at or over $5 million, with most ratings being Exceptional for Quality and Schedule and no ratings below Very Good.**
Moderate Confidence	HVAC, Plumbing and Fire Suppression systems in multi-Discipline building renovations at or over $4 million, with most ratings being Very Good or above for Quality and Schedule and no ratings below Satisfactory.

Satisfactory Confidence	HVAC, Plumbing and Fire Suppression systems in multi-Discipline building renovations at or over $3 million, with most ratings being Satisfactory or above for Quality and Schedule and no ratings are below Satisfactory.
Little Confidence	HVAC, Plumbing and Fire Suppression systems in multi-Discipline building renovations below $3 million, with most ratings being Marginal or above for Quality and Schedule and no ratings below Marginal. There is evidence the past performance of the Mechanical Subcontractor has had adverse impact to the Government/Owner.
Unknown Confidence	Offeror has no relevant past performance experience. Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an Unknown Confidence rating for the Past Performance Factor; however, a Satisfactory Confidence is considered to be a higher confidence rating than Unknown Confidence.
No Confidence	HVAC, Plumbing and Fire Suppression systems in multi-Discipline building renovations with any rating of Unsatisfactory for Quality or Schedule. There is evidence the past performance of the Mechanical Subcontractor has had adverse impact to the Government/Owner.

Electrical Subcontractors will be evaluated as follows:

High Confidence	**HVAC, Plumbing and Fire Suppression systems in multi-discipline building renovations at or over $5 million, with most ratings being Exceptional for Quality and Schedule and no ratings below Very Good.**
Moderate Confidence	HVAC, Plumbing and Fire Suppression systems in multi-Discipline building renovations at or over $4 million, with most ratings being Very Good or above for Quality and Schedule and no ratings below Satisfactory.
Satisfactory Confidence	HVAC, Plumbing and Fire Suppression systems in multi-Discipline building renovations at or over $3 million, with most ratings being Satisfactory or above for Quality and Schedule and no ratings are below Satisfactory.
Little Confidence	HVAC, Plumbing and Fire Suppression systems in multi-Discipline building renovations below $3 million, with most ratings being Marginal or above for Quality and Schedule and no ratings below Marginal. There is evidence the past performance of the Mechanical Subcontractor has had adverse impact to the Government/Owner.
Unknown Confidence	Offeror has no relevant past performance experience. Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an Unknown Confidence rating for the Past Performance Factor; however, a Satisfactory Confidence is considered to be a higher confidence rating than Unknown Confidence.
No Confidence	HVAC, Plumbing and Fire Suppression systems in multi-Discipline building renovations with any rating of Unsatisfactory for Quality or Schedule. There is evidence the past performance of the Mechanical Subcontractor has had adverse impact to the Government/Owner.

c. The Contracting Officer will include Contractor Performance Assessment Reporting System (CPARS) reports and findings
from the FAA AAQ-700/800 Vendor Performance Database, as available, for evaluation of past performance. Discrepancies

between PPQ responses and CPARS/AAQ Vendor Database must be addressed in the Final Technical Evaluation Report.

d. The evaluation of past performance information will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement, when such information is relevant to the instant acquisition. The final assessment will describe the degree of confidence in the offerors' likelihood of successful contract performance based on that Offerors' demonstrated record of performance under similar contracts.

e. Offerors are cautioned that the FAA will use the data provided by any and all available sources associated to determine offeror responsibility. While the FAA may consider data from other sources, the burden of providing thorough and complete performance data rests with the offeror. Offerors will be given an opportunity to rebut information considered negative and relevant to the evaluation.

f. To be eligible for contract award, an Offeror (General Contractor) and proposed Mechanical and Electrical Subcontractors must have an overall confidence rating for past performance of High, Moderate and Satisfactory Confidence. A past performance rating of Little Confidence or No Confidence will eliminate the offeror from consideration for contract award.

g. General Contractors and Subcontractors will be rated with NO CONFIDENCE if ANY of the items contained in the PPS, CPARS or other sources are rated with Unsatisfactory.

M.4 COST/PRICE EVALUATION

a. Price proposals of all offerors will be reviewed, but not numerically scored for all contract line items, including Optional line items. Note: For overall evaluation of the proposals, the FAA will assess each price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the SIR/RFO. If reasonableness of price is not determined through adequate price competition, then the FAA may require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

b. Offerors are cautioned to propose pricing for all Contract Line Items (CLIN) as omission of any required pricing information constitutes incomplete pricing and therefore, unreasonable pricing.

c. Proposals (whether initial or revised submissions) which are unreasonably low may be eliminated from further competition on the grounds of the offeror's failure to comprehend contract requirements.

d. Proposals that reflect unbalanced pricing may be eliminated from further competition on the grounds that such pricing could result in unreasonably high pricings.

e. An offeror's proposal price will be determined by totaling the proposed price for CLIN 00001, Base Proposal as well as all Optional Items to arrive at a total contract value.

f. Exercise of one, some or all of the Optional CLINs must be made in writing by the Contracting Officer within 30 days of contract award.

M.5 BEST VALUE DETERMINATION

a. The Offeror who provides the “best value” to the Government will be selected for award, therefore, the successful offeror may not necessarily be the lowest priced offeror. A Performance/Price tradeoff may be made. Best value will be based upon the following factors:

Technical Acceptable/Unacceptable Evaluation
Relevant Experience and Past Performance
Cost/ Price

b. To arrive at a best value decision, the Source Selection Official (SSO) will integrate the source selection team’s evaluation of the specific criteria described above. While the FAA source selection evaluation team and the SSO will strive for maximum objectivity, the source selection process, by nature, is subjective and professional judgment is implicit throughout the entire process. Past Performance is slightly more important than price in the selection decision. A higher priced proposal may be selected for award where the past performance of the selected proposal is deemed by the SSO to be worth the price difference to the Government. The total evaluated price will be the determining factor for award where all proposals are considered substantially equal from a past performance evaluation and cost/price standpoint.