**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

| 1. CONTRACT ID CODE | PAGE OF PAGES |
|---|---|
| | 1 / 2 |

| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ.NO. | 5. PROJECT NO. *(If applicable)* |
|---|---|---|---|
| 0001 | 05/21/2026 | | |

6. ISSUED BY CODE AAQ710-AFN

AAQ-710 LOGISTICS CENTER ACQ
FAA AERONAUTICAL CENTER
PO BOX 25082
BLDG 014-AHQ, ROOM 233A
OKLAHOMA CITY OK 73125

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.
6973GH-26-R-00111

X 9B. DATED *(SEE ITEM 11)*
04/23/2026

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended , by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted ; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted , such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required.)*

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

| (x) | |
|---|---|
| ☐ | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| ☐ | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14. |
| ☐ | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: |
| ☐ | D. OTHER *(Specify type of modification and authority)* |

**E. IMPORTANT:** Contractor ☐ is not. ☐ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

The purpose of this Amendment 0001 is to do the following:

1. Extend the close date of the proposal from 05/25/2026 to 06/19/2026

2. Incorporate additional AMS clauses:
- 3.6.2-50 Addressing DEI Discrimination by Federal Contractors (Executive Order 14398)(INTERIM April 2026)
- 3.10.1-15 Changes Construction, Dismantling, Demolition, or Removal of Improvements (INTERIM April 2026)
- 3.10.1-16 Changes and Changed Conditions (Construction Below the AMS Risk Threshold)(INTERIM April 2026)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A. NAME AND TITLE OF SIGNER *(Type or print)* | | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* | |
|---|---|---|---|
| | | Samantha A. Pearce | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. CONTRACT AUTHORITY | 16C. DATE SIGNED |
| *(Signature of person authorized to sign)* | | *(Signature of Contracting Officer)* | |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | 3. All other terms and conditions remain unchanged and are in full force and effect. | | | | |

LIST OF CHANGES:

# Section I - Contract Clauses was revised as follows.

Clause List was revised as follows.

The following clauses are no longer incorporated.

**3.10.1-15 CHANGES-CONSTRUCTION, DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (JUL 2023)**

Clause 3.6.2-50 is incorporated as follows:

## 3.6.2-50 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (EXECUTIVE ORDER 14398) (INTERIM APRIL 2026)

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory DEI activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity resources.

b) In connection with the performance of work under this contract, the Contractor agrees as follows:

1) The Contractor will not engage in any racially discriminatory DEI activities;

2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

3) In the event of the Contractors or a subcontractors noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor or subcontractor may be declared ineligible for further Government contracts;

4) The Contractor will report any subcontractors known or reasonably knowable conduct that may violate this clause to the contracting officer and take any appropriate remedial actions directed by the Contracting Officer;

5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause; and

6) The Contractor recognizes that compliance with the requirements of this clause are material to the Governments payment decisions for purposes of section 31 U.S.C. 3729(b)(4).

c) Subcontracts. The Contractor must include the substance of this clause, including this paragraph c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

Clause 3.10.1-15 is incorporated as follows:

## 3.10.1-15 CHANGES-CONSTRUCTION, DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (INTERIM APRIL 2026)

I. Changes for Fixed Price Construction and Dismantling, Demolition, or Removal of Improvements

(a) The Contracting Officer (CO) may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) In the Government-furnished property or services; or

(4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the CO that causes a change must be treated as a change order under this clause; provided, that the Contractor gives the CO written notice stating

(1) The date, circumstances, and source of the order; and

(2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the CO will be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractors cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the CO will make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause will be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment will include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the CO a written statement describing the general nature and amount of proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment will be allowed if asserted after final payment under this contract.

II. Changes for Cost-Reimbursable Construction

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the plans and specifications or instructions incorporated in the contract.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the CO must make an equitable adjustment in the:

(1) estimated cost, delivery or completion schedule, or both;

(2) amount of any fixed fee; and

(3) other affected terms and must modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the CO decides that the facts justify it, the CO may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment must be a dispute under the 3.9.1-1 Contract Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs II.(a) and II.(b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, must not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor must not be obligated to continue performance or incur costs beyond the point established in the 3.3.1-12 Limitation of Cost or 3.3.1-14 Limitation of Funds clause of this contract.

Clause 3.10.1-16 is incorporated as follows:

3.10.1-16 CHANGES AND CHANGED CONDITIONS (CONSTRUCTION BELOW THE AMS RISK THRESHOLD) (INTERIM APRIL 2026)

(a) The Contracting Officer (CO) may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor must promptly notify the CO, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the CO will make an equitable adjustment (see paragraph (d)) upon submittal of a proposal for adjustment by the Contractor before final payment under the contract.

(d) The CO will not make an equitable adjustment under paragraph (b) unless

(1) The Contractor has submitted and the CO has received the required written notice; or

(2) The CO waives the requirement for the written notice.

# Section L - Instructions,Conditions, and Notices to Bidders was revised as follows.

Clause List was revised as follows.

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

Certain representations and certifications must be made by the offeror and completed 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.

**L.2 Inquiries**

All questions regarding the project/specifications/plans must be received in writing to Samantha.A.Pearce@faa.gov **no later than 3:00 p.m. CDT**, **five (5) calendar days** before the date set for receipt of offers to allow for responses to be provided before the due date for receipt of proposals. Mark all emails with Solicitation No.: 6973GH-26-R-00111. Please include the solicitation number and project title with your questions. Oral explanations or instructions are not binding. Any information given to an offeror that impacts the solicitation or offer will be given in the form of a written amendment to the solicitation.

## L.3 Submission of Supporting Cost or Pricing

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

## L.4 Information and Considerations Affecting Offeror Proposal Submissions

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

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

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

## L.5 Instructions for Preparation and Submission of Proposals

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

(a) The Offeror must provide the following information needed to aid in the determination of responsibility:

1. The Offeror must complete and submit two (2) "Organizational Experience Questionnaire" (OEQ) forms that include one project per form, SIR attachment J.3 Organizational Experience Questionnaire. If the offeror anticipates using a subcontractor to complete a significant portion of this requirement, one of the OEQ forms may cover a project from the subcontractor's past. All blocks must be filled in, and all data must be accurate, current, and complete. ***NO OTHER FORMS WILL BE ACCEPTED***
2. All projects submitted must have been underway or completed within the last three (3) years. ****Ensure to include the dates.****
3. Must be the same or similar in scope.
4. Projects must be valued at or over $50,000. If the Offeror does not have prior prime contracts to cite, then the Offeror may cite instances in which it has served as a primary subcontractor.
5. If contacted, the project's customer POC confirms the project was completed in a satisfactory manner or better.

AND

6. If further evaluated, using other past performance information, findings appear to pose little to no risk to the FAA in terms of cost, performance, or schedule.

(b) Submit proposal by the due date stated on the first page
(c) Ensure Active SAM registration and no exclusions
(d) If any amendments are issued, must acknowledge and submit them on the second page of the SIR or individually with the proposal submission
(e) Section B, Supplies or Services and Price / Cost
(f) Section K, Representation and Certifications (Fully Filled in)
(g) The Proposal Guarantee must cover **20% of the proposal price** and be submitted with the proposal
(h) The Performance and Payment Bonds must cover **100% of the awarded contract price** and be due within 15 calendar days of contract award.
(j) All construction must be completed NTL December 31, 2027
(k) Offer must be received via email marked as follows:

MARK EMAILS:
Solicitation No.: 6973GH-26-R-00111

Offer Closing Date: 19 June 2026
Offer Closing Time: 3:00 P.M. (1500 hours), CENTRAL TIME)

## L.6 RELATIONSHIP BETWEEN SECTIONS L AND M

Your attention is directed to the functional relationship between Sections L and M of this SIR/RFO. Section L provides information to organize the proposal and is not all-inclusive. Section M describes evaluation factors for the award. Since the Government evaluation of proposals will cover all areas identified in Section M, proposals should address all such areas for assessment.

## L.7 DISPOSITION OF UNSUCCESSFUL PROPOSALS

**Offers received after the proposal's due date will be considered "late" and will not be eligible for contract award, nor will they be evaluated in any** way.

Unsuccessful offers may be notified before the award or afterwards. If a proposal received is late, grossly inadequate, incomplete, or requires significant rewriting to be acceptable, the Contracting Officer intends to notify such unsuccessful offerors immediately upon reaching a determination that their proposal is otherwise ineligible for award. The FAA reserves the right to issue all notices to unsuccessful offerors at any time during the evaluation or post-award procedures.

The FAA will retain one copy of all proposals received.

## L.8 COMMUNICATIONS WITH OFFERORS

a. During the source selection phase, the purpose of communications is to promote best value outcomes for agency acquisitions by reducing risk, increasing value, and ensuring mutual understanding between the FAA and offerors about all aspects of a procurement. Communications will be conducted at the CO's discretion. This includes the discretion to determine the timing and scope of communications and with whom. Communications may be held with some, all, one, or none of the offerors. Under AMS, there is no right to "meaningful discussions" or a cause of action for "unequal communications." Instead, at his/her discretion, the CO will communicate with similarly situated offerors. "Similarly situated" depends on the circumstances and does not mean that each communication with each offeror is the same; instead, the communications are specific to the individual offeror but do not provide the offeror with an unfair advantage. The CO will determine which offerors are similarly situated for the purpose of any communications. Communications are intended to be flexible, interactive, and, as appropriate, tailored to the offeror involved. Communications may continue throughout the process for multiple reasons, including but not limited to addressing minor omissions, clarifications, and, for purposes of persuasion, altering assumptions and positions, and give-and-take. Communications may apply to price, schedule, technical approach (including all non-priced factors), strengths, weaknesses, risks, and other terms/conditions of the proposed contract. Information disclosed in oral or written communications may be considered in the evaluation or re-evaluation of an offeror's proposal/submittal (s). The CO has discretion to request revised proposals based on communications. Communications may identify new strengths, weaknesses, or risks and may necessitate reassessing offerors and their relative scoring or ranking. Communications with one offeror do not necessitate communication with all offerors.

b. Requests for waivers to requirements may be considered and may be the subject of communications. The CO reserves the right to waive requirements at any time without notice to the offerors, so long as the waiver does not alter the essential character or conditions of the procurement.

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