SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 16, 22, 23, & 28

1. REQUISITION NUMBER	PAGE 1 OF 53

2. CONTROCT NO.	3.AWARD/ EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			6973GH-27-R-00042	11/19/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/LOCAL TIME
	Edward Wright	405-954-0693	12/23/2026 1700 CS

9. ISSUED BY	CODE	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS
AAQ-710 LOGISTICS CENTER ACQ FAA AERONAUTICAL CENTER PO BOX 25082 BLDG 014-AHQ, ROOM 233A OKLAHOMA CITY OK 73125	AAQ710-AFN	☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR: ☐ SMALL BUSINESS SIC: 236220 SIZE STANDARD: $45	☒ SEE SCHEDULE	

13. METHOD OF SOLICITATION: ☐ RFQ ☐ IFB ☒ RFP

14. DELIVER TO	CODE	15. ADMINISTERED BY	CODE
26974JPF 6974JP DOT FAA WCU32-SAT SAT ENROUTE RADAR SSC 9434 AIRPORT BLVD RM 2 SAN ANTONIO TX 782164813	26974JPF	AAQ-710 LOGISTICS CENTER ACQ FAA AERONAUTICAL CENTER PO BOX 25082 BLDG 014-AHQ, ROOM 233A OKLAHOMA CITY OK 73125	AAQ710-AFN

16a. CONTRACTOR/ OFFEROR	CODE	FACILITY CODE	17a. PAYMENT WILL BE MADE BY	CODE

TELEPHONE NO.

☐ 16b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

17b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY	21. UNIT	22. UNIT PRICE	23. AMOUNT
	* Davis-Bacon Act WD # TX20260158 * Performance Bonds Required * Payment Bond Require Continued...				

24. ACCOUNTING AND APPROPRIATION DATA	25. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 26. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN

☐ 27. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

28a. SIGNATURE OF OFFEROR/CONTRACTOR	29a. CONTRACT AUTHORITY (SIGNATURE OF CONTRACTING OFFICER)

28b. NAME AND TITLE OF SIGNER *(Type or print)*	28c. DATE SIGNED	29b. NAME OF CONTRACTING OFFICER *(Type or print)*	29c. DATE SIGNED
		Edward B. Wright	

30a. QUANTITY IN COLUMN 20 HAS BEEN	31. SHIP NUMBER	32. VOUCHER NUMBER	33. AMOUNT VERIFIED CORRECT FOR
☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:	☐ PARTIAL ☐ FINAL		

32b. SIGNATURE OF AUTHORIZED CONTRACT AUTHORITY REPRESENTATIVE	32c. DATE	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	35. CHECK NUMBER
		36. S/R ACCOUNT NUMBER	37. S/R VOUCHER NUMBER / 38. PAID BY

39a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	40a. RECEIVED BY *(Print)*
39b. SIGNATURE AND TITLE OF CERTIFYING OFFICER / 39c. DATE	40b. RECEIVED AT *(Location)*
	40c. DATE REC'D *(MM/DD/YYYY)* / 40d. TOTAL CONTAINERS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	The contractor is responsible for furnishing all materials (unless noted otherwise in the contract documents), equipment, labor, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for the for the Repair Building & Exterior Items, Correct Water Damage, Prevent Water Intrusion of the ARSR building in accordance with the applicable drawings, specifications and conditions of the contract. Electronic & IT: 03				

Section B - Supplies or Services/Prices

Section B - Schedule

Clause List

PART 3.1.9 ELECTRONIC COMMERCE

PART 3.2.2.3 SOURCE SELECTION

PART 3.2.5 CONTRACTOR ETHICAL GUIDELINES

PART 3.3.1 CONTRACT FUNDING, FINANCING AND PAYMENT

PART 3.3.2 CONTRACT COST PRINCIPLES

PART 3.4.1 BONDS AND INSURANCE

PART 3.6.1 SMALL BUSINESS UTILIZATION PROGRAM

PART 3.6.3 ENVIRONMENTAL LAWS

PART 3.6.4 FOREIGN ACQUISITION

PART 3.9.1 RESOLUTION OF PROTESTS AND DISPUTES

PART 3.10.1 CONTRACT ADMINISTRATION

PART 3.10.4 QUALITY ASSURANCE

PART 3.10.6 TERMINATION OF CONTRACTS

PART 3.11 TRANSPORTATION

PART 3.13 ADMINISTRATIVE MATTERS

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.gov to activate the account. Users are required to log in every 45 days to keep it active.
(4)Training on DELPHI. To facilitate use of DELPHI, comprehensive user information is available athttp://einvoice.esc.gov
(5)Account Management. Contractors must contact the DELPHI Help Desk when their firm's points of contact will no longer be submitting invoices so they can be removed from the system. Instructions for contacting the DELPHI Help D can be found athttp://einvoice.esc.gov
(f) Waivers: If the Contractor does not believe electronic invoicing can be used if they are awarded this contract, the Contractor must respond accordingly to AMS clause 3.3.1-41 Electronic Invoicing-Representation. Waiver requests must be approved by the FAA and DOT and will be processed expeditiously upon contract award. If the waiver request is not approved, the Contractor must use electronic invoicing consistent with this clause. If the waiver request is approved, conversion to electronic invoicing at later date may be required. While the waiver is in effect, the current invoicing process must be used per AMS Guidance T3.3.1A.14 and the terms of the contract. The decision regarding a waiver request is not subject to AMS clause 3.9.1-1 Contract Disputes.

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Section C - Description/Specifications

Scope of Work

Clause List

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Section D - Packaging and Marking

Clause List

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Section E - Inspection and Acceptance

Clause List

3.10.4-10 INSPECTION OF CONSTRUCTION (SEP 2009)

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Section F - Deliveries or Performance

Clause List

3.10.1-9 STOP-WORK ORDER (APR 2025)

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Section G - Contract Administration Data

Clause List

3.10.1-22 CONTRACTING OFFICER'S REPRESENTATIVE (APR 2012)

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 0 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)

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Section H - Special Contract Requirements

Clause List

3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2020)

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

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

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

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

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

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

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

(End of Clause)

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Section I - Contract Clauses

Clause List

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

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

(End of clause)

3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2023)

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)

3.2.2.3-66 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)

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

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

3.3.1-1 PAYMENTS (JUL 2018)

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)

3.3.2-1 FAA COST PRINCIPLES (OCT 2019)

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)

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

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

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (JUL 2021)

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

3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (APR 2022)

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

3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 2025)

3.6.2-18 DAVIS BACON ACT (APR 2025)

3.6.2-19 WITHHOLDING-LABOR VIOLATIONS (APR 2025)

3.6.2-39 TRAFFICKING IN PERSONS (OCT 2024)

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

3.6.3-24 ASBESTOS NESHAP COMPLIANCE (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)

3.6.6-1 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)

3.9.1-1 CONTRACT DISPUTES (JAN 2020)

3.9.1-2 PROTEST AFTER AWARD (AUG 1997)

3.10.1-7 BANKRUPTCY (APR 1996)

3.10.1-8 SUSPENSION OF WORK (SEP 1998)

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

3.10.1-16 CHANGES AND CHANGED CONDITIONS (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)

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

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

3.11-62 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (APR 2025)

3.2.2.3-41 PERFORMING WORK (APR 2024)

The Contractor must perform, using its own organization, work equivalent to at least 51 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)

3.2.2.3-50 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 45 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 [CO insert date]. The time stated for completion must include final cleanup of the premises.

(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)

3.4.1-4 PERFORMANCE BOND REQUIREMENTS (JAN 2017)

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

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

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

(End of clause)

3.4.1-5 PAYMENT BOND REQUIREMENTS (JAN 2018)

(a) The contractor is required to submit a payment bond in the penal amount of [ ] 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)

3.6.3-12 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 project 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)

3.6.4-3 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)

3.10.1-26 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)

3.13-16 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)

3.6.2-50 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.

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Section J - List of Documents, Exhibits and Other Attachments

Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	1703883 QNA ARSR Specifications Combined Repair Building Morales TX 2026 Sept 22	11/19/2026	178
2	SECTION 01 01 11 Summary of Work QNA ARSR Morales TX 2026 September 22	11/19/2026	8
3	SECTION 08 71 00 Door Hardware with Schedule QNA ARSR 2026 Sept 22	11/19/2026	16

The remainder of this page has been intentionally left blank.

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)

3.2.2.3-2 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 60 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)

3.3.1-35 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)

3.6.4-18 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)

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Section L - Instructions,Conditions, and Notices to Bidders

Clause List

3.2.2.3-1 FALSE STATEMENTS IN OFFERS (APR 2024)

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

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

3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (APR 2024)

3.2.2.3-17 PREPARING OFFERS (APR 2024)

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

3.3.1-29 NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS (NOV 1997)

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 email Your offer must arrive at the place and by the time specified in the SIR.

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

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

(d) Send your offer to Ed Wright at Edward.B.Wright@faa.gov.

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

(End of provision)

3.2.2.3-22 PERIOD FOR ACCEPTANCE OF OFFER (APR 2024)

The offeror agrees that if this offer is accepted by the FAA within _____ calendar days (60 calendar days unless the offeror inserts a different period) from the date the SIR specifies for receiving offers, then the offeror will provide all items, at their offered prices, delivered to the designated point(s), within the time specified in the Schedule.

(End of provision)

3.2.2.3-63 SITE VISIT (CONSTRUCTION) (JUL 2024)

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

(b) An optional site visit will be conducted and if you wish to attend, advance notice is required at least 7 days in advance. Please submit the below information to Ed Wright at Edward.B.Wright@faa.gov. Please list all attendees planning to attend.
Name: _____
Email: _____
Telephone: _____
Company Name: _____
Site Visit Location: Morales, TX (QNA) ARSR (Site coordinates: 29.341420, - 96.871910) @ 9:00 A.M. CST Wednesday 9 December 2026
Site visits may be arranged during normal duty hours by contacting:

(c) All questions clarifications or explanations from the site visit must be submitted in writing to the contracting officer and are due by NLT 5:00 P.M. CST 16 December 2026. No questions concerning the project will be answered during the site visit unless the Contracting Officer or the Contracting Officer's Representative is present at the site visit: however, 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.

(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 45M.

For NAICS codes based on the number of employees, the average number of employees over the last 24-month period cannot exceed 600.

(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)

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Section M - Evaluation Factors for Award

Clause List

Section M - Evaluation Factors for Award

Clause List

M.1 INTRODUCTION

(a) Offers will be evaluated and contract award made on the basis of "Lowest Priced Technically Acceptable".
(b) The offer that provides the Lowest Price Technically Acceptable Offer to the FAA will be selected.
(c) The Lowest Price offer will be subjected to detailed technical evaluation by the team who will rate/assess each in accordance with pre-established evaluation plans.
(d) Technical proposals will be evaluated and rated in accordance with pre-established evaluation factors. These factors are listed in Provision M.2.
(e) Each proposal will be evaluated on the basis of its written submissions and cost/price information described in L.3 (hereafter referred to as technical and cost/price proposals). Separate technical and cost/price proposals are required as described in Section L.
(f) The technical evaluation team will not have access to cost/price proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other teams' proposals only as authorized by the Contracting Officer.
(g) Additional information may be requested from any and all offerors. The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of price/cost.
(h) The FAA will utilize the information submitted by the Offeror , as well as available past performance information, as the basis for a determination of responsibility. Past performance information includes, but is not limited to, interviews with points of contact identified in Experience Information forms submitted by the Offeror and records available in SAM.gov.
(i) After the bids have been received and reviewed by the Contract Specialist (CS) for responsiveness and responsibility, the CS will send the Technical Evaluator(s) the Lowest Priced Bid’s Technical Proposal. The evaluator(s) is to provide the CS one (1) Technical Evaluation Report to determine if the lowest priced technical proposal is technically acceptable or unacceptable. The Technical Evaluation Report must detail the results of the Technical Evaluation Criteria listed in Section M.2 of this RFP. The technical evaluation criteria must be acceptable for all factors, and sub-factors, in order to be found technically acceptable.
Any proposal not determined to be technically acceptable will be ineligible for award. If the Technical Evaluator(s) finds the Technical Proposal unacceptable then the CS will e-mail the next lowest bidders technical proposal to the evaluator(s) to evaluate and report. This will go on until a technical proposal has been found to be technically acceptable by the technical evaluator(s).
(j) REQUIREMENT:
The contractor must provide all necessary labor, materials, and supervision to accomplish all work as indicated in the SOW/Specifications/Attachment A Photos/Construction Drawings/Deliverables for the QNA ARSR Building Repair & Exterior Items, Correct Water Damage, Prevent Water Intrusion, at Morales (Hallettsville) TX.
(k) BASIS FOR AWARD:
Award will be made on the basis of the lowest priced, technically acceptable proposal from a responsible Offeror. Contract award will be made to the Offeror who is deemed responsible in accordance with the Acquisition Management System (AMS), whose proposal conforms to

the solicitation's requirements (to include all stated terms and conditions) and is evaluated, based on available information, to represent the lowest priced, technically acceptable offer.

(l) PRICE CONSIDERATION: Price will not be rated, but will be evaluated for price realism and reasonableness in relation to the Independent Government Cost Estimate, responsive Offers received and market conditions pertaining to price of materials and labor.

M.2 TECHNICAL EVALUATION
The following evaluation factors and will be used to evaluate each proposal.
Following is a breakdown of evaluation factors.

Factor 1 - Relevant Experience and Past Performance
Sub-Factor 1.1 – Relevant Experience
Sub-factor 1.2- Relevant Past Performance

Factor 2- Technical Acceptability
Sub-factor 2.1- Narrative
Sub-factor 2.2 - Work Plan

M.3 EVALUATION FACTORS:
Evaluation factors are intended to determine the Offeror's capabilities to accomplish performance of the contract effectively and efficiently. The FAA will evaluate proposals for reasonableness in accordance with AMS Policy Section 3.2.3.2 and AMS Procurement Guidance Section T3.2.3. Price will not be rated, but will be evaluated for price reasonableness in accordance to the AMS. The Contracting Officer reserves
the right to conduct price realism analysis in accordance with AMS Guidance T3.2.3.A.1.d.3.

· **Factor 1 – Relevant Experience and Past Performance**
A distinction must be made between past performance and experience. Past Performance represents how well" an Offeror accomplished the effort. Experience simply means and Offeror has "done it." Past Performance and Experience must be current and relevant as well as similar in scope (effort) and complexity to that described in the SOW. Past Performance and experience shall be understood to mean within the previous 5 years from the SIR release date.

· **Sub-factor 1.1: Relevant Experience:**
The Offeror must complete and submit a minimum of two (2) Experience Information Forms. All blocks must be filled in and all data must be accurate, current, and complete. All projects submitted must have been underway or completed within the last five (5) years and the projects must be valued at over $100,000. If the Offeror does not have
prior prime contracts to cite, then the Offeror may cite instances on which it has served as a primary subcontractor. (Reference the attached Experience Information Form)

Evaluation:
Acceptable: The submitted narrative describes how the Offeror intends to accomplish the requirements solicited in the SOW/Specifications/Drawings.

Unacceptable: The submitted narrative does not describe how the Offeror will accomplish the requirements solicited in the SOW/Specifications/Construction Drawings provided. Proposals with an unacceptable rating will not be considered for award.

· **Sub-factor 1.2: Relevant Past Performance:**
Each Experience Information Form must include a contact information for the Point of Contact (POC) on a previous project i.e. email address and phone number. Each POC may be contacted to report the Offerors conduct on the specific job submitted. The Offeror will define subcontractors and/or partnerships that will be used on the project. Past Performance will be evaluated based upon inputs received from the Offerors clients that are familiar with the

work of the offeror. Offerors will be evaluated as to whether their company has a proven track record of timeliness of performance, quality of service, financial stability, and customer satisfaction. The FAA reserves the right to contact customers listed as references and apply its findings in the final determination.

Evaluation:
Acceptable: The proposal adequately addresses all the items listed in Factor 2 in the submitted work plan.

Unacceptable: The proposal fails to adequately address all the items listed in Factor 2 of the submitted work plan.

·**Factor 2 – Technical Acceptability**
The Offeror must demonstrate/possess the ability to remove/install the equipment shelter, remove/reinstall electrical components and cabling, remove/install/splice communications cables (fiber and copper), remove/install the shelter foundations, repair the tower foundation, remove/install antenna platforms and install/grade the crushed gravel in according with the SOW/Specifications.

·**Sub-factor 2.1: Narrative**
The Offeror must submit a separate narrative of HOW, in general, they intend to accomplish the requirements solicited
in the solicitation.

No pricing information is to be submitted within the narrative. Failure to provide a separate narrative from the work plan in accordance with the SOW/Specifications/Drawings will be considered deficient and result in an
unacceptable factor rating. General statements to the effect that work will be performed in accordance with the plans and
specifications without describing the work to be performed will be considered non-responsive and will not be considered
for award work plan.

Evaluation:
Acceptable: The submitted narrative describes how the Offeror intends to accomplish the requirements solicited in the SOW/Specifications/Drawings.

Unacceptable: The submitted narrative does not describe how the Offeror will accomplish the requirements solicited in the SOW/Specifications/Construction Drawings provided. Proposals with an unacceptable rating will not be considered for award.

· **Sub-factor 2.2: Work Plan**
The Offeror must include a proposed work plan of WHAT specifically will be done to accomplish the solicitation requirements listed
below. No pricing information shall be submitted within the work plan. General statements to the effect that work will be
performed in accordance with the plans and specifications without describing the work to be performed will be considered
non-responsive and will not be considered for award. The work plan must include the following:

1. Power wash the entire exterior of the building including CMU walls, doors, soffits, fascia, discolored concrete foundation
next to the building, gable metal siding. Power washing a building, the recommended pressure typically ranges between
1,200 to 3,500 psi depending on the building material, with softer materials like stucco or vinyl siding requiring lower
pressure (around 1,200 psi) and tougher materials like brick or concrete handling higher pressure (up to 2,500 psi) and
structural steel (up to 3,500 psi).

a. Clean exterior CMU walls, exposed foundation and concrete next to building by chemical, brush and rinse where they are discolored.

b. Power wash top and sides of metal cable trays and the steel supports. Protect the underside of the cable trays that may damage the cables.

2. Reseal the ARSR equipment building.
(see specification sections 01 56 00, 07 92 00 and 09 21 16)

a. Remove all old dried, cracked or compromised sealant and replace with new for the entire building.

b. This includes inside and outside building vertical control joints, building to foundation joints, concrete door stoops, ductwork and pipe penetrations, soffit, siding and frieze board to wall joints and weatherhoods.

c. Clean out and reseal the building eight vertical wall control joints, outside CMU and inside 5/8" fire retardant plywood walls. Replace backer rods and reseal joints. Sika WS-295 silicone sealant meets ASTM C920.

d. Move furniture, shelves, et cetera, temporarily to perform the interior floor wall and ceiling joint repairs and painting then return it to the initial location when the work is completed. Protect the items attached to the walls not to be painted and equipment that cannot be moved from paint drips and damage, e.g. conduits, remove receptacle and switch covers temporarily for painting, shield ARSR equipment, et cetera.

e. Plywood Sheathing. Where the interior walls are covered with 5/8" 4' x 8' fire retardant plywood sheets, strip and clean off all of the accessible joint compound taped plywood panel joints, cut about a 3/8" deep vee groove in joints where sheets meet. Fill the vee grooved joints with water based DAP 3 in 1 Premium Wood Filler, Item no. 101513. Then sand for surface smooth for painting per item 6.a. below.

f. Gypsum Board Sheathing. Where the walls and suspended ceiling are gypsum board, clean off all the existing taped joints, cut about a 3/8" vee in joints where sheets meet. Fill the vee grooved joints with joint compound, cover joints with mesh tape (aka FIBA tape). Apply joint compound smoother out over the tape. Then sand surface for painting per item 6.a. below.

g. Seal bottom of metal panels at the sill plates at the top of the perimeter CMU walls.

h. Add or replace damaged or missing exterior doors items: exterior moldings Door Jamb Adhesive-Backed Fire/Smoke Silicon Gasketing around all 8 door frames; Heavy Duty Aluminum Brush Door Sweep for thresholds flush mounted on each of the 8 door leafs. Products to meet grade 1 ANSI/BHMA A156 standards as applicable.

3. Apply blended water-based silane/siloxane water repellent.
(see specification section 07 19 00).

a. Apply two coats of water repellant per manufacturer directions to all surfaces of the exterior CMU block wall surfaces and exposed concrete foundation after they have been power washed, cleaned and dried properly. Protect adjacent surfaces and items from repellant drips and spray.

b. Use Foundation Armor SX5000 siloxane-silane blend.

Exterior Door Hardware and Cylinders.
(see specification section 08 71 00).

a. Replace all door hardware with lever handles on single and double doors.

b. Replace all lockset cylinders on single and double doors.

c. Provide panic hardware on Emergency Generator Room and Equipment Room doors.

d. Comply with FAA 1600.69D 4-3-13. Perimeter Doors and Door Locks requirements.

4. Acoustical ceiling tiles.
(see specification Sections 01 56 00 and 09 51 00).

a. Replace all damaged and mold/mildew stained acoustical ceiling tiles. Maintain the existing

ceiling tile pattern of 24 by 48 inch tiles.

Field verify the number to be replaced prior to ordering and provide 6 extra tiles to the COR for the SSC future use.

b. Provide any additional suspended ceiling tile framing or wires to support the ceiling as needed.

c. Contain dust to protect ARSR equipment, shield the equipment, do not cover to prevent any equipment overheating damage.

5. Vinyl flooring tiles and base.
(see specification Section 09 65 00).

a. Replace all vinyl composition tiles (VCT) floor tiles with new government furnished material (GFM) floor tiles except for those

areas specifically covered by the equipment. Cut the existing tiles along the edges next to where the equipment that remains in

place meets the tile flooring. Maintain the room tile floor pattern.

b. Move furniture to perform the new flooring installation and return it to the initial location when the work is completed. Provide

enough storage boxes (aka Conex boxes) for temporary storage of furniture, shelving, et cetera on site to execute the project

work until all stored items are returned to their initial locations inside of the building.

c. Replace all 4" resilient base where new VCT are installed except where equipment cannot be moved for access. Replace all

4" resilient base elsewhere in the building where it is accessible. Field verify quantity required prior to ordering materials.

d. Remove debris beforehand. Sweep from corners to the center of the rooms or vacuum. Wet mop the new VCT flooring applying

cleaning solution per manufacturer's instructions using only the amount needed. Rinse well to avoid sticky floors.

When VCT flooring is dry, apply floor wax and buff.

e. Clean all of the building floors thoroughly prior to final inspection.

6. Prepare surfaces as required and repaint, prime, and two coats.
(see specification Section 09 90 00).

a. Reference notes 2.d. And 2.e. above: for all interior plywood and gypsum board walls and ceilings, and interior CMU walls, prime and paint with two coats of interior white latex paint.

Protect all wall attached items and equipment that is not to be painted, e.g. conduits, remove

receptacle and switch covers temporarily for painting, shield ARSR equipment, et cetera.

b. Paint the existing metal gable siding, roof edges and vertical face of metal roof overhang matching existing color.

c. Paint soffit and metal siding above the top of exterior building CMU walls with paint matching existing color.

d. Paint all exterior single and double doors and frames inside and outside matching existing colors.

e. Following power washing of cable trays, reattach the underside loose cover. Galvanized cable trays from equipment building to tower and the structural supports and similar adjacent items shall

be abraded, sand medium, clean, non-greasy, and uncontaminated from salt and other chemicals for

paint coats to adhere better. Apply 3 coats of Rust Grip® per Section 0991 13.42 Miscellaneous

Exterior Paint. Second and third coat must be applied before Rust Grip® first coat has fully cured

to avoid adhesion issues. The surface must also be dry during application. Protect adjacent

surfaces from the spray and dripping. Follow manufacturer instructions.

7. Gables, exhaust fans and weatherhoods.
    a. Replace the two existing gable attic louver exhaust fans, controls, and provide grounding in accordance with FAA-STD-19G. After fan and control installation, test for functionality. Reference Sections D/A002, E/A002 and 3/A006 Wall Mounted Fan. The as-built drawings indicate the two attic existing exhaust fans are Greenheck Sidewall Propeller Exhaust Fans, Product #SE1-16-428-A5X-QD, 1666-3373 CFM. Field verify prior to ordering the new ones and verify with the manufacturer's representative the related items ordered are all compatible. Existing wiring can be used for the new fan/control installation if not damaged or deteriorated.
    b. Fan speed control: -40°F to 140°F, 0 psi to 754 psi, 208/240v ac, 8 a output, 3R, item 40G352 mfr. Model P266ACA-100C, Johnson controls, and associated electrical wiring. Set the temperature controls to turn exhaust fans on when attic space is above 90 degrees F and turn off when the attic space is below 90 degrees F.
    c. Provide and install Greenheck wall housing for the two new 16 inch sidewall propeller fans , product #H-16 for the two gable exhaust fans to be replaced.
    d. Add and install 2 new weatherhoods, Greenheck weatherhood kits for the 16 inch sidewall propeller fan louvers, with 90 degree turn-down. Field verify the right size prior to ordering, two #WTHD-16-90 and one #WTHD-18-90. Weatherhoods are galvanized steel with wire mesh birdscreen.
    e. Provide and install Greenheck weatherhood kit for the 18 by 18 inch gable louver, 90 degree turn-down, product #WTHD-18-90. Weatherhoods are galvanized steel with wire mesh birdscreen. Field verify the right size prior to ordering.
    f. Replace round wall fan UPS Room wall in kind. Verify if it is a Greenheck P/N: CW-099A Exhaust Fan. Reference: 099-CUE/099-CW Series Direct Drive Greenheck Exhaust Fan, sidewall mounted. Field verify the exact make and model prior to ordering. Seal all around the new exhaust fan exterior CMU wall penetration.
8. Prepare surfaces, sand medium and clean for primer to adhere better. Paint all existing steel pipe bollards with primer and two coats of exterior yellow paint. Provide new yellow, high density polyethylene, ¼ inch heavy duty bollard covers with 2 red 3/4" reflective stripes by Bollards and Sleeves, LLC over each bollard. Field verify bollards are 6" pipe posts, height and the number required, about 24, prior to ordering bollard covers.

9. Provide and maintain a portable toilet on site for the duration for as long as the construction personnel are on site.
10. Provide enough storage boxes (aka CONEX boxes) for temporary storage of furniture, shelving, et cetera, on site to execute the project interior work until all stored items are returned to their initial locations inside of the building.
11. Provide specified manufacturer and contractor warranties.

Evaluation:
Acceptable: The proposal adequately addresses all the items listed in Factor 2 in the submitted work plan.
Unacceptable: The proposal fails to adequately address all the items listed in Factor 2 of the submitted work plan.

M.4 PROPOSAL ACCEPTANCE

(a) Only one proposal from each Offeror will 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/RFP which demonstrate an understanding of the complexity and scope of the requirements.

M.5 SCREENING DECISIONS

The CO may make one or more screening decisions throughout the source selection process. if the SSO is someone other than the CO, the SSCO will affirm the CO's decisions in the selection decision document if doing so is in the best interest of the FAA. Screening decisions may be made before or after engaging in communications. The CO may make a screening decision, identifying one or some offerors most likely to receive award. The CO must communicate with those offerors that are similarly situated, but need not communicate with all of those determined most likely to receive award.

After receipt of proposals, the CO may proceed to evaluation, decide to engage in communications or make screening decisions to only those offerors determined responsive and responsible. Responsiveness is outlined in this Solicitation and responsibility may include all elements covered in the AMS. Specifically, responsibility may include an initial review of the offeror's past performance records. Communication, at this stage in the source selection, may include addressing minor omissions and/or other clarifications. With regard to omissions, the CO may allow similarly situated offerors to provide missing proposal information if it is in the best interest of the FAA. The CO may also deem those offerors non-responsive. The CO may also determine that an offeror is so grossly deficient that it is not likely to receive award, and thus not invited to address its omissions.

During technical evaluations, the CO may request clarifications from offerors.

After technical evaluations, the CO may make a source selection recommendation, engage in communications, or make a screening decision based on key differentiators. Communications, at this stage, may include, but are not limited to addressing minor omissions and/or clarifications, persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical approach, identification of strengths, weaknesses, and risks, and other terms of the proposed contract.

Offerors who are determined not to be "most likely to receive award" at any stage in this process are not entitled to notification at the time the screening decision is made, because each may still be eligible for an award if communications with the screened vendors do not result in an award.

If the CO engages in communications prior to making a screening decision, and the communications lead to a change in the requirement, each offeror must be given an opportunity to revise its proposal. If communications are conducted after making a screening decision, and communications lead to a change in the requirement, only those offerors previously determined to be most likely to receive award will be given the opportunity to revise their proposals. However, the CO may allow the offeror an opportunity to revise its proposal if doing so is in the best interest of the FAA.

Where communications do not result in any changes in the FAA's requirements, the FAA is not required to request or accept offeror revisions, but the CO has the discretion to invite offerors to submit revised proposals. Changes in requirements are distinguished from changes in the Offeror's technical approach. If an Offeror revises its technical approach after communications, the CO is not required to request proposal revisions from other offerors.

The process is iterative. After making a screening decision, the CO may continue communications with those determined to be most likely to receive award or continue in the source selection process. If the CO elects to continue with communications, these communications may include negotiations that involve persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, identification of additional strengths, weaknesses, or risks, or other terms of the proposed contract. Communications may not reveal another offeror's approach.

If the parties fail to reach an agreement after communications or communications take an unreasonable amount of time, the CO may terminate communications with the offerors and return to the offerors previously screened or make

another screening decision, reassessing those most likely to receive award.

Once the CO determines communications are no longer necessary, no information will be provided to offerors until award has been made. Final offers may not necessarily be accepted by the Government; they are still subject to final selection by the SSO.

M.6 AWARD DECISION

Award will be made on the basis of the lowest priced, technically acceptable proposal from a responsible Offeror.

Contract award will be made to the Offeror who is deemed responsible in accordance with the Acquisition Management System (AMS), whose proposal conforms to the solicitation's requirements (to include all stated terms and conditions) and is evaluated, based on available information, to represent the lowest priced, technically acceptable offer.
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