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|--|--|---|------------------------------|-----------------------|--|
| SOLICITATION, OFFER AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. 6973GH-22-Q-00174 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED BID (RFP) | 3. DATE ISSUED 05/20/2022 | PAGE OF PAGES 1 15 | |
| | IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror. | | | | |

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|-----------------|--|----------------|
| 4. CONTRACT NO. | 5. REQUISITION/ PURCHASE REQUEST NO. WS-22-01246 | 6. PROJECT NO. |
|-----------------|--|----------------|

| | | |
|---|---------------------|--|
| 7. ISSUED BY AAQ-722 DIVERSIFIED FRANCHISE ACQ FAA AERONAUTICAL CENTER PO BOX 25082 BLDG 014-AHQ, ROOM 233A OKLAHOMA CITY OK 73125 | CODE AAQ0722-AFN | 8. ADDRESS OFFER TO FAA, Mike Monroney Aeronautical Center Attn: Gay Joseph (CTR), AAQ-722 6500 S. MacArthur BLVD. BLDG 014-AHQ, RM 233A Oklahoma City, OK 73169 |
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| | | |
|--|-----------------------------|---|
| 9. FOR INFORMATION CALL:  | A. NAME Gay Joseph (CTR) | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 405-954-7705 |
|--|-----------------------------|---|

SOLICITATION

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

10. THE CONTRACT AUTHORITY REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date)*
- o Proposals are due on 9 Jun 2022 at 2:00 pm CST. Proposals will not be accepted after this time.
 - o This acquisition is Set Aside for Total Small Business.
 - o The estimated price range of this procurement is \$30,000 TO \$60,000.
 - o Specification "SLC REFURB SOW and specs (NASEB)", 27 Apr 2021, 108 pages
 - o See "SLC 100% Drawings", no date, 4 pages
 - o BIDDERS MUST FILL IN ALL GOLDEN HIGHLIGHTED AREAS WITHIN THIS SOLICIATION AND RETURN WITH PROPOSAL.

11. The Contractor shall begin performance within 15 calendar days and complete it within 30 calendar days after receiving award notice to proceed. The performance period is mandatory, negotiable. (See _____.)

| | | |
|--|---|--------------------------|
| 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in item 12B.)</i> | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12B. CALENDAR DAYS 10 |
|--|---|--------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:
- A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 1400 (hour) local time 06/09/2022 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address. The solicitation number, and the date and time offers are due.
- B. An offer guarantee is. is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Contract Authority acceptance after the date offers are due will not be considered and will be rejected.

OFFER (MUST BE FULLY COMPLETED BY OFFEROR)

| | |
|---|--|
| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) | 15. TELEPHONE NO. (Include area code) 16. REMITTANCE ADDRESS (Include only if different than item 14) |
| CODE _____ FACILITY CODE _____ | |

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Contract Authority in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13D. Failure to insert any number means the offeror accepts the minimum in item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

| | | | | | | | | | | |
|--------------|--|--|--|--|--|--|--|--|--|--|
| AMENDMENT NO | | | | | | | | | | |
| DATE | | | | | | | | | | |

| | | |
|---|-----------------------|------------------------|
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | 20B. SIGNATURE | 20C. OFFER DATE |
| | | |

AWARD (To be completed by Contract Authority)

21. ITEMS ACCEPTED:

Continued...

| | | | |
|--|--|------------------------------------|---|
| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA | | |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO |
| 26. ADMINISTERED BY CODE AAQ722-AFN AAQ-722 DIVERSIFIED FRANCHISE ACQ FAA AERONAUTICAL CENTER PO BOX 25082 BLDG 014-AHQ, ROOM 233A OKLAHOMA CITY OK 73125 | | 27. PAYMENT WILL BE MADE BY | |

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

| | |
|--|--|
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract. | <input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Contract Authority solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |
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|---|---|--------------------------------------|------------------------|
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) | 31A. NAME OF CONTRACTING OFFICER (Type or print) Janice K. Hammonds | | |
| 30B. SIGNATURE | 30C. DATE | 31B. CONTRACT AUTHORITY BY | 31C. AWARD DATE |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
6973GH-22-Q-00174

PAGE OF
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NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------------------------------|
| 00001 | 19006559 SLCB RTR NASEB Refurbishment Project Provide Contracting services per QVL contract for refurbishment at the Salt Lake City Remote Transmitter/Receiver NASEB in Salt Lake City, UT. Project scope includes removal and replacement of the water damaged ceiling interior, the water damaged interior of the north, south, east, and west perimeter walls, repair of wall and floor crack, removal of the floor tiles, installation of epoxy floor, sealing/recaulking building exterior and around joints, and cleaning the steel base angles around the building exterior. | | | | \$ _____ \$ _____ TOTAL BID |

Section -- - Terms and Conditions

Terms and Conditions List

- (a) The contractor is responsible for accomplishing all items of work in accordance with the applicable drawings, SOW and attachments. Additional labor, materials, equipment, and/or appurtenances not specifically detailed or specified, but required to complete the project, must be provided by the contractor as an integral part of the scope of work specified. All work performed and any materials and equipment used will be subject to approval by the Contracting Officer Representative (COR) and Contracting Officer (CO). This shall include but not be limited to testing, inspection, scheduling, reporting, and submittals.
- (b) Limit work to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated, amounting to a total of 40 hours/week. No work shall be scheduled or performed on Saturdays, Sundays, federal holidays, or during holiday maintenance moratorium periods, unless approved by the FAA in writing. Deviation from this work schedule may be discussed prior to the Notice to Proceed date during the Pre-Construction Conference. Additional changes/requests to agreed upon work schedule shall be submitted to the COR and forwarded to the CO for approval. All work beyond normal work hours shall be requested in writing to the COR 48 hours in advance.
- (c) The contractor must coordinate and report each day's work in advance with the Resident Engineer/COR. The contractor will not be allowed access to or to work at the site without the RE/COR on site to serve as an escort.
- (d) By submission of this offer, the offeror attests that all representations and certifications as reflected in the System for Award Management (SAM) are current and accurate as of the date the offer is submitted. The offeror shall provide immediate written notice to the Contracting Officer if at any time prior to award the offeror learns that any certification or representation in SAM was erroneous when this offer was submitted or has become erroneous by reason of changed circumstances.
- (e) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more Offerors at any time during the RFQ process. Communications with one Offeror do not necessitate communications with other Offerors, since communications will be Offeror-specific. Information determined to have common application and not considered prejudicial to Offerors will be communicated to all Offerors.
- (f) It is anticipated that price analysis will be based on adequate price competition; therefore, vendors are not required to submit cost or pricing data with its quote. However, if after receipt of offers it is determined that adequate price competition does not exist, uncertified, yet detailed, cost or pricing data may be required.
- (g) Inspection and Acceptance. The Contractor must only tender for acceptance those supplies or services that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair, replacement or re-performance will not correct the defects or is not possible to correct the defects in a time period deemed reasonable by the Government, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights.
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (h) The Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. (see clause 3.10.1-20 in the QVL SIR 6973GH-20-R-00040 Amendment 1)

- (i) This RFQ will be awarded on the basis of the lowest priced quotation received.
- (j) This RFQ is not to be construed as a contract or a commitment of any kind. The Government shall not be liable for payment of any costs attributed to the preparation and submission of quotes.
- (k) Clause List: the clauses from the QVL SIR 6973GH-20-R-00040 are applicable to this requirement. The clauses listed below are in addition to the clauses on the QVL SIR.

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

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

(End of clause)

3.2.2.3-55 AVAILABILITY AND USE OF UTILITY SERVICES (JUL 2004)

3.2.2.3-56 SCHEDULES FOR CONSTRUCTION CONTRACTS (JUL 2004)

3.2.2.3-58 LAYOUT OF WORK (MAR 2009)

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

3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2019)

3.4.1-6 ADDITIONAL BOND SECURITY (APR 1996)

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 (JAN 2021)

3.6.2-44 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JAN 2019)

3.6.2-47 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

3.6.3-8 ALTERNATIVES TO PRODUCTS CONTAINING OZONE DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JAN 2020)

3.6.4-23 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (APR 2022)

3.2.2.3-44 PHYSICAL DATA (JUL 2004)

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

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

(b) Other relevant information it is the Contractor's responsibility to obtain weather patterns for the area, inspect the site in a manner which will provide the Contractor sufficient information concerning the site conditions in order to complete the project within the stated amount of time.

(End of clause)

3.2.2.3-50 PROPERTY PROTECTION (OCT 2014) - ALTERNATE I (JUL 2009)

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

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

(c) You 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 you must destroy any marker, you must first notify the agency responsible for the marker, as well as the Contracting Officer's (CO) representative, and replace the markers.

(d) You must use care to prevent unnecessary damage to property in or near the work area caused by your work. Unnecessary damage is that which you can avoid through efficient and careful performance of the work, taking into account the land rights you have. If you damage any property, you must at once notify the owner or custodian and make or arrange to make prompt and full restitution.

(e) Maps and specifications FAA (we, us) 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, you must find out 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. You must avoid damaging or obstructing these facilities or polluting water supplies.

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

(g) You 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 your wrongful or negligent acts or omissions.

(h) Managing and disposing of hazardous wastes and materials may expose the Contractor (you) and FAA (we) to short- and long-term liabilities. To reduce these possible liabilities you must be fully aware of the hazards and regulatory requirements associated with the hazardous materials involved in this project. You must use qualified personnel to handle and transport hazardous materials.

(i) Before commencing work, you must:

(1) Do an environmental assessment of the work the contract requires, identifying tasks which involve using, handling or transporting hazardous materials or wastes. The following work items are known to involve such substances: Lead Based Paint

(2) Submit an environmental plan identifying and dealing with each specific task involving the wastes. The plan must be specific enough to demonstrate a thorough understanding of the environmental risks and the appropriate method for dealing with them. The plan must also list the required permits and reference the regulations that govern the activities needed to deal with the materials or wastes.

(3) Meet with the CO's representatives during the preconstruction conference to discuss and to develop a mutual understanding on implementing the plan.

(4) The CO may require other tasks to be added to the plan. If the CO considers your planned methods for dealing with the risks insufficient, the CO may require you to revise the plan. Work involving hazardous materials or wastes must not start until we have approved your plan. Our review of your plan does not relieve you of liability for environmental law and regulatory compliance.

(End of clause)

3.2.2.3-63 SITE VISIT (CONSTRUCTION) (JUL 2004)

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

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Please contact Gay Joseph @ gay.j-ctr.joseph@faa.gov if a site visit is needed for proposal with a list of attendees by 30 May 2022.

(End of provision)

3.2.2.3-68 SAFETY AND HEALTH (OCT 2014) - ALTERNATE I (JUL 2004)

(a) Before beginning work, the Contractor (you) must:

(1) Perform a hazards analysis of the work specified in this contract. Consider both the site and adjacent conditions. Identify all significant hazards. Some of the hazards you might encounter are falling from structures, tripping, electrical shock, fire, falling objects, environmental hazards, vehicular accidents, etc.

(2) Submit a safety plan for dealing with each specific hazard identified, whether you or FAA identified it.

(3) Meet with the CO's representatives during the preconstruction conference to discuss and to develop a mutual understanding about the content and implementation of the plan.

(4) The CO or her or his representatives may require other hazards to be added to the plan. If the CO determines that your planned hazard avoidance measures are insufficient, the CO or a designated representative may require you to revise the plan. You may not begin work involving identified hazards unless you have submitted adequate plans to the CO and the CO has reviewed them. This approval does not relieve you of your liability for safe performance.

(End of clause)

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

The Contractor must (a) begin work under this contract within 10 calendar days after the date you receive the notice to proceed, (b) perform the work diligently, and (c) complete the entire work ready for use not later than 30. The time allowed for completion must include final cleanup of the premises.

(End of clause)

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

The Contractor (you) must

- (a) begin work under this contract within 10 calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than 30 days. The time allowed for completion must include final cleanup of the premises.

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

(End of clause)

3.2.2.8-5 LIQUIDATED DAMAGES - CONSTRUCTION (OCT 2019)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor must pay to FAA as liquidated damages, the sum of \$463.08 for each day of delay.

(b) If FAA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work, together with any increased costs to FAA in completing the work.

(c) If FAA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of a Firm Fixed Price construction contract resulting from this Screening Information Request.

(End of provision)

3.3.1-40 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2022)

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

(1) "Contract financing" is a contractual authorization for payments to a contractor prior to acceptance of products or services by FAA.

(2) "Payment request" means a bill, voucher, invoice, or request for contract financing payment or invoice payment with associated supporting documentation. The payment request must comply with the requirements identified in this clause, and the applicable Payment clause and invoicing requirements included in this contract

(3) "Electronic form" means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) "Invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(b) Electronic payment requests. Except as provided in paragraph (f) of this clause, the contractor must submit payment requests in electronic form. Purchases paid with a Government purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) The Federal Aviation Administration utilizes the Delphi eInvoicing web-portal for processing invoices. Contractors submitting invoices are required to submit invoices via the Delphi eInvoicing web portal which is accessed and authenticated via www.login.gov

(d) In order to receive payment and in accordance with prompt payment standards, contractors must submit a proper invoice. All invoices submitted as attachments in the Delphi eInvoicing web-portal must contain the following:

- (1) Invoice number and invoice date.
- (2) Period of performance covered by invoice.
- (3) Contract number and title.
- (4) Task/Delivery Order number and title (if applicable).
- (5) Amount billed (by CLIN), current and cumulative.
- (6) Total (\$) of billing.
- (7) Cumulative total billed for all contract work to date.
- (8) Name, title, phone number, mailing address, and email address (if available) of person to be contacted in the event of a defective invoice.

If the contract includes allowances for travel, all invoices which include charges pertaining to travel expenses will catalog a breakdown of reimbursable expenses with the appropriate receipts to substantiate the travel expenses.

(e) Payment system registration. All persons accessing the Delphi eInvoicing web-portal will be required to have their own unique user Delphi eInvoicing ID and password and be credentialed through login.gov.

(1) Electronic authentication. See www.login.gov for instructions. Click on the following link for instructions on establishing a login.gov account: <https://login.gov/help/creating-an-account/how-do-i-create-an-account-with-login.gov/>.

(2) To create a login.gov account, the user will need a valid email address and a working phone number. The user will create a password and then login.gov will reply with an email confirming the email address.

(3) DELPHI registration instructions. New users should request access to Delphi eInvoicing by sending an email to 9-AMC-FAA-iSupplier@faa.gov. Once access is granted, users should navigate to <http://einvoice.esc.gov> to activate the account. Users are required to log in every 45 days to keep it active.

(4) Training on DELPHI. To facilitate use of DELPHI, comprehensive user information is available at <http://einvoice.esc.gov>

(5) Account Management. Contractors are responsible to contact the DELPHI Help Desk when their firm's points of contacts will no longer be submitting invoices so they can be removed from the system. Instructions for contacting the DELPHI Help D can be found at <http://einvoice.esc.gov>

(f) *Waivers*: If the contractor does not believe electronic invoicing can be used if they are awarded this contract, the contractor must respond accordingly to 3.3.1-41 "Electronic Invoicing-Representation". Waiver requests must be approved by the FAA and DOT and will be processed expeditiously upon contract award. If the waiver request is not approved, the contractor must use electronic invoicing consistent with this clause. If the waiver request is approved, conversion to electronic invoicing at a later date may be required. While the waiver is in effect, the current invoicing process must be used per AMS Guidance T3.3.1A.14 and the terms of the contract. The decision regarding a waiver request is not subject to the "Contract Disputes" clause AMS 3.9.1-1.

3.3.1-41 ELECTRONIC INVOICING - REPRESENTATION (JAN 2021)

(a) The FAA intends to use electronic invoicing as per AMS clause 3.3.1-40 "Electronic Submission of Payment Requests" for this contract when it is awarded. Offerors must indicate whether they are currently using this form of electronic invoicing on other contract(s), or can easily adapt to it upon award of the contract. Yes No

(b) If an offeror indicates "No" the offeror must explain in this space why a waiver of this requirement should be approved in the event they were awarded the contract.

[]

(c) Waiver requests will be handled per (f) of clause 3.3.1-40.

3.6.1-17 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE (JAN 2021)

The North American Industry Classification System (NAICS) code for this procurement is:
237130 Power and Communication Line and Related Structures .

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 \$22.0 million.

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

(End of provision)

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

(a) Definitions. As used in this clause:

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

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

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

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

(2) Submit this estimate to

the CO, Janice Hammonds, at janice.hammonds@faa.gov

.

(End of clause)

3.6.3-9 OZONE DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (OCT 2016)

"Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's SNAP program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

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

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

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

(2) Class II, including but not limited to hydrochlorofluorocarbons.

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

"WARNING"

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

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

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

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the CO for FY16 and to <https://www.sam.gov/>, for FY17 and after:

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

3.6.3-22 CONSTRUCTION WASTE MANAGEMENT (JAN 2020)

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

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

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

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

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

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

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

(b) This plan must be found acceptable by the FAA Contracting Officer's Representative (COR) or the COR's designated representative prior to the Contractor receiving a Notice-to-Proceed. The plan's acceptability will be promptly determined by the FAA based on the knowledge of the site(s) covered under the Plan. The Contract must implement the approved Waste Management Plan during the term of the contract.

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

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

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

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

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

(End of Clause)

3.6.4-18 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)

3.6.4-22 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JAN 2021)

(a) Definitions. As used in this provision-

Backhaul, Covered telecommunications equipment or services, Critical technology, Interconnection Arrangements, Reasonable inquiry, Roaming and Substantial or essential component have the meanings provided in AMS clause 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a) (1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in this prohibition will be construed to-

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a) (1) (B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government. Nothing in this prohibition will be construed to-

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates "does".

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision

If the Offeror has responded "will" in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer--

(1) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision.

(2) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" to paragraph (d) (2) of this provision, the offeror must provide the following information as part of the offer-

(3) For covered equipment

(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

(i)If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

3.6.4-24 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (JAN 2021)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meanings per the clause 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment".

(b) *Procedures.* The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) *Representation.*

(1) The offeror represents that it does, does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(end of provision)

AC1227 RELEASE FORM (JAN 1997)

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

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

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

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

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

Instructions for Preparation and Submission of Quotes

Because several quotes are anticipated, uniformity of the quotes are essential to assure a fair and accurate assessment of each offer. All quotes must be submitted in accordance with the information provided below and must conform to all the terms and conditions of the RFQ. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion.

- 1) On page 2 of this Solicitation, Offer and Award, fill in Blocks 14 through 20c with Offerors information. All Offerors are required to provide an acknowledgement of any Amendment(s) on page 2 or provide a signed copy of any Amendment(s) within their bid submission. If any amendment(s) is not acknowledged or signed, the RFQ will be considered non-responsive.
- 2) On page 3 of this Solicitation, Offer and Award, list the Offerors' bid amount under Amount (F) column.
- 3) The FAA will be using the approved Offerors completed Section K, Representations, Certifications, and other Statements of Bidders that the Offeror completed on the QVL Solicitation, 6973GH-20-R-00040.
- 4) The contractor must fill out the appropriate items in clauses/provisions 3.6.4-22, 3.6.4-24, 3.3.1-41, & 3.6.4-18 in this RFQ.

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