

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DTFAEN-16-R-00103	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 05/24/2016	PAGE OF PAGES 1 of 59
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. AC-16-02063	6. PROJECT NO.
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7. ISSUED BY Federal Aviation Administration Eastern Service Area Southern Region, AAQ-510 1701 Columbia Avenue College Park, GA 30337	8. ADDRESS OFFER TO Federal Aviation Administration ATTN: Bill Lockard Eastern Service Area Southern Region, AAQ-510 1701 Columbia Avenue College Park, GA 30337
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9. FOR INFORMATION CALL: →	A. NAME Bill Lockard	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (404) 305-5761
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10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying no., date):

Removal of Temporary buildings: ISB and restore site
Atlanta Air Route Traffic Control Center
Hampton, Georgia

This requirement is offered to all qualified, responsive small business concerns and offers will be considered using the evaluation factors in Section "M" of the solicitation package

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>90</u> calendar days after receiving <input type="checkbox"/> Award, X notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable.	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <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 _____ (hour) local time _____ (date): Sealed envelopes containing offers shall be marked to show 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.

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 Government in writing within _____ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS →	Materials \$ _____	Labor \$ _____	Total \$ _____
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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 (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM 26	25. RESERVED.
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26. ADMINISTERED BY Federal Aviation Administration Eastern Service Area, Southern Region, AAQ-510 1701 Columbia Avenue College Park, GA 30337	27. PAYMENT WILL BE MADE BY FAA/MMAC AMZ-110-SO P.O. BOX 25710 OKLAHOMA CITY, OKLAHOMA 73125
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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 Government 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) Bill Lockard
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE
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**PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST**

This is firm, fixed price (FFP) total small business set-aside procurement to: **Removal of Temporary Trailer buildings at FAA Atlanta Air Route Traffic Control Center Hampton, Georgia.** The main North American Industry Classification System (NAICS) size standard code for this requirement is **236220, Commercial and Institutional Building Construction**, with a small business size standard of **\$36.5 M**. The period of performance is **approximately 60 days** after the issuing of a Notice to Proceed (NTP). The total estimated contract value is between **\$150,000 and \$250,000**.

The Contractor price must include all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

All work must be in accordance with the Specifications and Drawings as further described in – Section J of this Screening Information Request (SIR).

OFFER ITEMS:

**Removal of Temporary Trailer Buildings
Hampton, GA ARTCC**

<u>DESCRIPTION</u>	<u>Amount</u>
ITEM 01-Building Removal	\$ _____
ITEM 02-Utilities Work	\$ _____
ITEM 03-Restore Grounds	\$ _____
TOTAL PRICE OFFER	\$ _____

*NOTE: Offeror must provide an Offer Breakdown to include labor, materials, overhead, and profit consistent with the Sections of the Construction Specifications

PART I - SECTION C
SCOPE OF WORK/ DRAWINGS

Scope of Work:

Remove the Interim Support Building (ISB) consisting of 10 modular trailers, cap utilities, and restore grounds.

Work includes:

- Removal of the existing ISB including:
 - 10 modular trailers,
 - Concrete foundations,
 - 3 poured concrete steps to 1st floor entrance,
 - One handicap elevator,
 - Approximately 45' x 4' of raised maintenance platform,
 - Recovery/disposal of refrigerant from 11 HVAC units,
 - Remove 4' x 3' sheet metal canopy,
 - Remove abandoned data cables,

- Cap Utilities:
 - Water – cut, install isolation valve, and cap at ISB building,
 - Sanitary – cut and cap,
 - Storm water – remove to existing line,
 - Power – disconnect power to ISB and remove conductors to transformer,
 - Data – remove abandoned data cables back to source,
 - and Fire Alarm – remove networking cable and reprogram system

- Restore Grounds
 - Bring in fill dirt/grade from foundation and storm water drain removal
 - Install approximately 10200 sq ft of sod.

- Some night and/or weekend work may be required

Notice to Proceed (NTP) will only be issued AFTER all of the following critical submittals are approved:

1. Section 01 32 16 – Construction Schedules
2. Section 01 35 29 – OSHA Safety Requirements

PART I - SECTION D
PACKAGING AND MARKING

Not Applicable

PART I - SECTION E
INSPECTION AND ACCEPTANCE

FAA CLAUSES IN FULL TEXT

3.10.4-10 Inspection of Construction (September 2009)

- (a) 'Work' includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may:
- (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or
 - (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(j) In the absence of any formal disputes, a project will be deemed physically and financially complete within one year after final acceptance and excess funds will be deobligated at that time.

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

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: <http://conwrite.faa.gov>.

3.10.1-11	Government Delay of Work (April 1996)
3.10.1-24	Notice of Delay (March 2009)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

FAA CLAUSES IN FULL TEXT

3.10.1-23 Contracting Officer's Representative-Construction Contracts (April 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 five (5) 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.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

FAA CLAUSES IN FULL TEXT

3.1.9-1 Electronic Commerce and Signature (July 2013)

(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. Contractors may use the following means of electronic signature technology: **PIN numbers or passwords, digital signatures, smart cards, etc.**

H.2 Wage Rate Determination

In accordance with AMS Clause 3.6.2-18 entitled "Davis-Bacon Act", for any laborer or mechanic that is employed in a classification that is **not** listed in the following wage determination, after contract award the contractor is required to submit to the Contracting Officer, Standard Form 1444, Request for Authorization of Additional Classification and Rate. The request shall contain the **proposed** additional classification and minimum wage rate including any fringe benefit payments.

The applicable wage rate determination is U.S. Department of Labor **General Decision Number: GA154471**, dated **4/21/2016, Henry County Georgia**, attached hereto, and made a part thereof.

H.3 Notification of Debarment/Suspension Status

The Contractor and its subcontractors shall provide immediate notice to the CO in the event of being suspended, debarred or declared ineligible by any Federal Government Agency or Department, or upon receipt of a notice of proposed debarment from any Federal Government Agency or Department during the performance of this contract.

H.4 Access to Government Facilities

Part of the effort to be performed under this contract will be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel shall be prepared to work outside the normal daytime shift if conditions at the facility so require.

The Contractor must require that all Contractor personnel who perform work at FAA facilities wear identification badges which clearly identify individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

PART II - SECTION I
CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

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: <http://conwrite.faa.gov>.

REFERENCE	TITLE
3.1.7-1	Exclusion from Future Agency Contracts (August 1997)
3.1.7-2	Organizational Conflicts of Interest (August 1997)
3.1.7-5	Disclosure of Conflicts of Interest (March 2009)
3.2.2.3-48	Other Contracts (March 2009)
3.2.2.3-49	Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)
3.2.2.3-51	Operations and Storage Areas (April 2012)
3.2.2.3-52	Use and Possession Before the Project is Complete (July 2004)
3.2.2.3-53	Cleaning Up and Roadway Maintenance (July 2004)
3.2.2.3-54	Preventing Accidents (July 2004)
3.2.2.3-55	Availability and Use of Utility Services (July 2004)
3.2.2.3-56	Schedules for Construction Contracts (July 2004)
3.2.2.3-57	Quantity Surveys (July 2004)
3.2.2.3-58	Layout of Work (March 2009)
3.2.2.3-60	Specifications, Drawings, and Material Offers (March 2009)
3.2.2.3-66	Contractor's Daily Log (October 2014)
3.2.2.3-67	Special Precautions for Work at Operating Airports (July 2004)
3.2.2.3-68	Safety and Health (October 2014)
3.2.2.3-83	Prohibition Against Contracting with Inverted Domestic Corporations (October 2015)
3.2.2.7-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)
3.2.2.7-8	Disclosure of Team Arrangements (April 2008)
3.2.5-1	Officials Not to Benefit (April 1996)
3.2.5-3	Gratuities or Gifts (January 1999)
3.2.5-4	Contingent Fees (October 1996)
3.2.5-5	Anti-Kickback Procedures (October 2010)
3.2.5-8	Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-2	Payments under Fixed-Price Construction Contracts (April 1996)
3.3.1-15	Assignment of Claims (April 1996)
3.3.1-31	Progress Payments (November 2000)
3.3.1-20	Providing Accelerated Payment to Small Business Subcontractors (October 2012)
3.3.1-34	Payment by Electronic Funds Transfer- System for Award Management (August 2012)
3.3.2-1	FAA Cost Principles (January 2016)
3.4.2-6	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-8	Federal, State, and Local Taxes - Fixed Price Contract (April 2013)
3.5-4	Patent Indemnity - Construction Contracts (January 2009)

3.6.1-1	Notice of Total Small Business Set-Aside (January 2010)
3.6.1-3	Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (March 2009)
3.6.1-4	Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (August 2012)
3.6.1-7	Limitations on Subcontracting (October 2011)
3.6.2-1	Contract Work Hours and Safety Standards Act-Overtime Compensation (January 2012)
3.6.2-2	Convict Labor (April 1996)
3.6.2-9	Equal Opportunity (August 1998)
3.6.2-12	Equal Opportunity for Veterans (January 2011)
3.6.2-13	Affirmative Action for Workers With Disabilities (October 2010)
3.6.2-16	Notice to the Government of Labor Disputes (April 1996)
3.6.2-18	Davis Bacon Act (October 2010)
3.6.2-19	Withholding-Labor Violations (April 1996)
3.6.2-20	Payrolls and Basic Records (April 2011)
3.6.2-21	Apprentices, Trainees, and Helpers (October 2010)
3.6.2-22	Subcontracts (Labor Standards) (October 2010)
3.6.2-35	Prevention of Sexual Harassment (August 1998)
3.6.2-39	Trafficking in Persons (October 2015)
3.6.3-13	Recycle Content and Environmentally Preferable Products (April 2009)
3.6.3-14	Use Of Environmentally Preferable Products (July 2013)
3.6.3-16	Drug Free Workplace (March 2009)
3.6.3-22	Construction Waste Management (April 2015)
3.6.3-23	Delivery of Electronic and Paper Documents (October 2014)
3.10.1-7	Bankruptcy (April 1996)
3.10.1-8	Suspension of Work (September 1998)
3.10.1-25	Novation and Change-Of-Name Agreements (October 2007)
3.10.1-26	Contractor Performance Assessment Reporting System (April 2013)
3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.3-1	Definitions (April 2012)
3.10.6-1	Termination for Convenience of the Government (Fixed Price) (October 1996)
3.10.6-6	Default (Fixed Price Construction) (October 1996)
3.13-5	Seat Belt Use by Contractor Employees (October 2001)
3.13-13	Contractor Policy to Ban Text Messaging While Driving (January 2011)
3.13-14	Reporting Executive Compensation and First-Tier Subcontract Awards (October 2012)

FAA CLAUSES IN FULL TEXT

3.2.2.3-33 Order of Precedence (March 2009)

The order of precedence is:

- (a) The Schedule (excluding the specifications);
- (b) Representations;
- (c) Contract clauses;

- (d) Other documents, exhibits, and attachments;
- (e) The specifications; and
- (f) The drawings.

3.2.2.3-41 Performing Work (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at **least 25 percent** of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

NOTE: For purposes of the above Clause No. 3.2.2.3-41 "Performing Work" is defined as prime Contractor direct contract labor (including testing and layout personnel), exclusive of other general condition or field overhead personnel, material, equipment, or subcontractors. The "Total Amount of Work" is defined as total direct contract labor (including testing and layout personnel), exclusive of other general condition or field overhead personnel, material, or equipment.

3.2.2.3-42 Differing Site Conditions (July 2004)

(a) Before the conditions are disturbed, the Contractor (you) must promptly notify the Contractor Officer (CO) in writing of either or both of the following conditions:

- (1) Subsurface or latent physical conditions at the site which differ materially from those described in this contract.
- (2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent to the type of work the contract covers.

(b) FAA (we) will investigate the site conditions promptly after receiving the notice. If the CO determines that the conditions do materially differ and cause an increase or decrease in your cost of, or the time required for, performing any part of the work under this contract, the CO will make an equitable adjustment under this clause and modify the contract accordingly in writing.

(c) The CO will not accept your request for an equitable adjustment to the contract unless you give the written notice. However, the CO may extend the time for giving written notice.

(d) The CO will not accept your request for an equitable adjustment for differing site conditions after we make final payment under this contract.

3.2.2.3-43 Site Investigation and Conditions Affecting the Work (July 2004)

(a) The Contractor (you) acknowledges that you have taken reasonable steps to determine the nature and location of the work, and you have investigated and are satisfied about the general and local conditions which can affect the work or its cost, including but not limited to:

- (1) Conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) The availability of labor, water, electric power, and roads;
- (3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) The conformation and conditions of the ground; and
- (5) The character of equipment and facilities needed before and during the work.

You also acknowledge that you are satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles you might find, to the extent you can, from an inspection of the site, including all exploratory work done by FAA (we, us), as well as from the drawings and specifications that are a part of this contract. If you do not take the actions described and acknowledged in this paragraph, you will still be responsible for properly estimating the difficulty and cost of successfully performing the work, and for proceeding to successfully perform the work without additional expense to us.

(b) We are not responsible for your conclusions or interpretations of information we provided before contract award. We are not responsible for your understanding of conditions you get from any of our officers or agents before contract award. You can rely on representations we make about conditions that we put into the contract.

3.2.2.3-45 Material and Workmanship (July 2004)

(a) The Contractor (you) must incorporate equipment, material, and articles that are new and of the most suitable grade for the purpose intended to do the work this contract covers, unless the contract provides otherwise. The FAA (we) encourages you to use recycled materials to manufacture the products. If the contract specifies equipment, material, or articles by trade name, make, or catalog number, you must use those specific items. We will not accept equivalent items unless the specification authorizes it.

(b) You must perform all work under this contract in a skillful and workmanlike manner. The Contracting Officer (CO) may require, in writing, that you remove employees whom the CO determines are incompetent, careless, or otherwise objectionable.

3.2.2.3-46 Supervising the Contract Work (July 2004)

At all times while the Contractor (you) performs this contract, and until you complete the work and FAA accepts it, you must directly supervise the work or assign and have on the worksite a competent supervisor who the Contracting Officer (CO) is satisfied with and who has authority to act for you.

3.2.2.3-47 Permits and Responsibilities (July 2004)

The Contractor (you) must get any necessary licenses and permits, and comply with any Federal, state, and municipal laws, codes, and regulations applicable to the work, at no additional expense to FAA (we). You are also responsible for all damages to persons or property that happen due to your fault or negligence, and you must take proper safety and health precautions to protect the work, the workers, the public, and the property of others. You are also responsible for all materials delivered and work performed until you complete and we accept the entire work, except for any completed unit of work that may have already been accepted under the contract.

3.2.2.3-50 Property Protection (October 2014)

(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.

3.2.2.3-62 Preconstruction Conference (July 2004)

The successful offeror must attend a pre-construction conference at a site the Contracting Officer designates before starting the work.

3.2.2.3-71 Commencement, Prosecution, and Completion of Work (July 2004)

The Contractor (you) must:

- (a) Begin work under this contract within **ten (10) calendar days after the effective date of the Notice to Proceed**,
- (b) Perform the work diligently, and
- (c) Complete the entire work ready for use no later than **60 calendar** days after the Notice to Proceed. The time allowed for completion must include final cleanup of the premises.

3.2.2.3-71 Alternate I Starting, Performing and Completing Work (July 2004)

(d) The completion date assumes that the successful offeror will receive the notice to proceed by **TBD**. The CO will extend the completion date by the number of calendar days after the above date that you receive the notice to proceed, except to the extent that the delay in issuing the notice to proceed results from your failure to execute the contract and give the required performance and payment bonds to FAA within the time specified.

(End of clause)

3.10.1-20 Warranty-Construction (July 1996)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, 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.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government owned or controlled real or personal property, when that damage is the result of :

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's

warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer, and

(3) Enforce all warranties for the benefit of the Government if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the FAA of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract.

3.3.1-9 Interest (September 2009)

(a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to the FAA or by the FAA to the Contractor under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. Interest will not accrue for more than one year. The interest rate shall be the interest rate established by the Secretary of the Treasury, referred to as the 'Renegotiation Board Interest Rate,' (It is published in the Federal Register semiannually on or about January 1 and July 1), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the FAA transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

3.3.1-19 Prompt Payment for Construction Contracts (September 2009)

Notwithstanding any other payment clause in this contract, the FAA will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, there are several types of invoice payments which may occur under this contract, as follows:

(i) Financing payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. However, if the designated billing office fails to annotate the payment request with the actual date of receipt, the payment due date shall be deemed to be the 14th day after the date the Contractor's payment request is dated, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause "Payments Under Fixed-Price Construction Contracts," shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the FAA arising by virtue of the contract, and payments for partial deliveries that have been accepted by the FAA (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after FAA acceptance of the work or services completed by the Contractor, whichever is later. However, if the designated billing office fails to annotate the invoice with the date of actual receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) An invoice is the Contractor's bill or written request for payment under the contract for work or services performed under the contract. An invoice shall be prepared and submitted to the designated billing office. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number of other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed, and applicable contract line item.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause "Payments Under Fixed-Price Construction Contracts."

(ix) Any other information or documentation required by the contract.

(3) An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other FAA documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the FAA and the Contractor.

(4) The interest penalty shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, referred to as the 'Renegotiation Board Interest Rate,' (It is published in the Federal Register semiannually on or about January 1 and July 1), which is applicable to the period in which the amount becomes due. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in

subdivision (a)(1)(ii) of this clause, FAA acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel FAA officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the FAA, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) The period attributable to incorrect electronic funds transfer (EFT) in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under FAA contract disputes resolution procedures. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties will not accrue for more than one year.

(v) Interest penalties are not required on payment delays due to disagreement between the FAA and Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Contract disputes, and any interest that may be payable, will be resolved under FAA contract disputes resolution procedures.

(5) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(b) Contract Financing Payments.

(1) For purposes of this clause, if applicable, contract financing payments, mean FAA disbursements of monies to a Contractor under a contract clause or other authorization without regard to acceptance of supplies or services by the FAA, other than financing payments based on estimates of amount and value of work performed.

(2) If this contract provides for contract financing payments, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract payment request by the designated billing office. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) A payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under the contract.

(2) An interest penalty clause obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause-

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed in accordance with the "Interest" clause.

(3) A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower- tier subcontractor or supplier.

(d) The clauses required by paragraph (c) of this clause shall not be constructed to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions which-

(1) Permit the Contractor of a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Permit the Contractor or subcontractor to make determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement;

(3) Permit such withholding without incurring any obligation to pay a late payment penalty if-

(i) A notice conforming to the standards of paragraph (g) of this clause has been previously furnished to the subcontractor,

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) If a Contractor, after making a request for payment to the FAA but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall-

(1) Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and-

(i) Make such payment within-

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefore must be recovered from the FAA because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the FAA; or

- (ii) Incur an obligation to pay a late payment interest penalty computed in accordance with the "Interest" clause;
- (5) Notify the Contracting Officer upon-
- (i) Reduction of the amount of any subsequent certified application for payment; or
 - (ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying-
 - (A) The amounts withheld under subparagraph (e)(1) of this clause;
 - (B) The dates that such withholding began and ended; and
- (6) Be obligated to pay to the FAA an amount equal to interest on the withheld from the 8th day after receipt of the withheld amounts from the FAA until-
- (i) The day the identified subcontractor performance deficiency is corrected; or
 - (ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.
- (f)(1) If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a second-tier subcontractor) a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, then the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause-
- (i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and
 - (ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.
- (2) As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor, or shall incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed in accordance with the "Interest" clause.
- (g) A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying:
- (1) The amount to be withheld;
 - (2) The specific causes for the withholding under the terms of the subcontract; and
 - (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.
- (h) The Contractor may not request payment from the FAA of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.
- (i) A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this

clause does not constitute a dispute to which the FAA is a party. The FAA may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the FAA for such interest penalty. A cost reimbursement claim may not include any amount for reimbursement of such interest penalty.

3.3.1-33 System for Award Management (August 2012)

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) 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.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, 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.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall 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 shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number 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 DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

- (ix) Line of business (industry).
 - (x) 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, which normally takes 48 hours, 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 the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (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 shall 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 shall 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 shall 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>.

3.4.1-4 Performance Bond Requirements (October 2010)

- (a) The contractor is required to submit a performance bond in a penal amount equal to **100 percent** of the contract price, unless another amount is specified in the contract "Schedule," within the time specified by the Contracting Officer.
- (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.

3.4.1-5 Payment Bond Requirements (April 1996)

(a) The contractor is required to submit a payment bond in the penal amount set forth in the "Schedule," 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.

Notes:

The contractor shall furnish a Payment Bond in an amount equal to **100%** of the contract price with surety and sureties acceptable to the Government.

3.4.1-6 Additional Bond Security (April 1996)

If any surety furnishing a bond in connection with this contract becomes unacceptable to the Federal Aviation Administration or fails to furnish reports on its financial condition as requested by the Contracting Officer, or if the contract price increases to the point where the security furnished becomes inadequate in the Contracting Officer's opinion, the contractor must promptly furnish additional security as required to protect the interests of the Federal Aviation Administration and of persons supplying labor or materials in performance of this contract.

3.4.1-7 Notice to Proceed (April 1996)

The contractor shall not initiate work under this contract until it has received a notice to proceed in writing from the Contracting Officer.

3.4.1-10 Insurance - Work on a Government Installation (July 1996)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing by letter or certificate of insurance, reflecting the FAA's contract number, that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective:

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies (reflecting the FAA's contract number to ensure proper filing of documents) available to the Contracting Officer upon request.

3.4.1-12 Insurance (July 1996)

(a) During the term of this contract and any extension, the contractor shall maintain at its own expense the insurance required by this clause. Insurance companies shall be acceptable to the Federal Aviation Administration. Policies shall include all terms and provisions required by the Federal Aviation Administration.

(b) The contractor shall maintain and furnish evidence of the following insurance, with the stated minimum limits:

(1) Worker's Compensation and Employer's Liability. The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor shall maintain employer's liability coverage of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least \$100,000* per person and \$500,000* per occurrence. Property damage limits, if any, will be set forth elsewhere in the "Schedule."

(3) Automobile Liability. If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of at least \$200,000* per person and \$500,000* per occurrence for bodily injury and \$20,000* per occurrence for property damage.

(4) Aircraft Liability. If aircraft will be used in connection with performance of this contract, the contractor shall maintain aircraft public and passenger liability insurance with coverage of at least \$200,000* per person and \$500,000* per occurrence for bodily injury other than passenger liability, and \$200,000* per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000* multiplied by the number of seats or passengers, whichever is greater.

(5) Watercraft Liability. When watercraft will be used in connection with performing the contract, the contractor shall provide watercraft liability insurance. Limits shall be at least \$1,000,000* per occurrence. The policy shall include coverage for owned, non-owned and hired watercraft.

(6) Environmental Impairment Liability. When the contract may involve hazardous wastes, the contractor shall provide environmental impairment liability insurance with coverage of at least \$1,000,000* bodily injury per occurrence and \$1,000,000* property damage per occurrence. Such insurance shall include coverage for the clean-up, removal, storage, disposal, transportation, and use of pollutants.

(7) Medical Malpractice. When the contract will involve health care services, the contractor shall maintain medical malpractice liability insurance with coverage of at least \$500,000* per occurrence.

(c) Each policy shall include substantially the following provision:

"It is a condition of this policy that the company furnishes written notice to the U.S. Federal Aviation Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(d) The contractor shall furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the FAA's contract number to ensure proper filing of documents. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.

(e) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default. *Unless modified in the "Schedule"

3.13-1 Approval of Contract (October 2001)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

3.14-2 Contractor Personnel Suitability Requirements (October 2015)

1. No contractor employee, subcontractor, or consultant will be granted unescorted access without possessing a valid FAA Identification Card.
2. Consistent with FAA Order 1600.72, the FAA Servicing Security Element (SSE) must approve designated risk levels for the positions under the contract:

<u>Position</u>	<u>Risk Level</u>
Foremen	1
General Laborers	1
Construction Worker	1
Project Manager	1

3. For all contractor employees, subcontractors, or consultants requiring a FAA Identification Card, the contractor will:
 - a. Submit to the SSE a point of contact (POC) who will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov)
 - b. The Contractor's VAP POC is responsible for entering all contractor employee information into the system.
4. Authorization for the contractor to begin work will be an interim or final suitability notification from the SSE.
5. If an employee has had a previous U. S. Government conducted background investigation which meets, at the minimum, the investigative requirements FAA Order 1600.72 and Federal Information Processing Standards Publication 201 (FIPS-201) series, it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary.
 - a. If a prior investigation exists and there has not been a two-year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.
 - b. The contract may include positions that are temporary, seasonal, or under escort only as defined by FAA Order 1600.72. [In such cases, an OPM Position Designation Tool (PD Tool) for each specific position will be established as the minimum investigative requirements may differ from the NACI.]
6. If no previous investigation exists, the SSE will:
 - a. Send the applicant an e-mail (this step may be delegated to VAP POC) stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
 - b. Instruct the applicant how to enter and complete the eQIP form;
 - c. Provide where to send/fax signature and release pages and other applicable forms;
 - d. Provide instructions regarding fingerprinting.
 - e. The applicant must complete the eQIP form and submit other required material within 15-calendar-days of receiving the e-mail from the SSE.

f. For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, as follows:

For Headquarters Contracts:

Manager, Contractor Operations Branch, AIN-420
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

Federal Aviation Administration
FAA Atlanta Security Office/ASO-750
1701 Columbia Ave
College Park, GA 30337
ATTN: Alease Brooks

7. The CO will provide notice to the contractor within 24-hours after receipt of a determination that the contractor or its employee has not complied with any security related contract requirements, any security related FAA Order, or if a contractor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the contractor to remove its employee's access to FAA premises or networks, or otherwise remedy the contractor's performance.

8. The contractor must immediately comply with the CO direction to remedy its security performance at the contractor's expense, including removing the employee from FAA premises and networks. If the contractor employee is working under an interim suitability authorization, the contractor must take appropriate action, including the removal of the contractor employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action via the VAP within the timeframe prescribed in paragraph 10 of this clause.

9. No contract employee will work in a high, moderate, or low risk position unless the SSE has authorized the contractor employee to begin work. This authorization comes only in the form of an Interim or Final Suitability e-mail/letter notification from FAA/ASH/SSE.

10. The Contractor must update the VAP within twenty-four (24) hours after any contractor employee is terminated/transferred from performance on the contract. If the FAA issued the contract employee an identification card, the contractor must collect the card and return it to the SSE within five-business-days of the employee's termination or transfer.

11. Monthly, the Contractor's VAP POC will request a report within the VAP that provides a list of all contractors for each contract the POC oversees. Within twenty-four (24) hours, the Contract VAP POC must correct the VAP to address any discrepancies identified in the monthly report.

12. After coordination with the SSE, the CO may require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE.

13. The contractor and/or subcontractor(s) must contact the CO, COR, SSE (Regional and/or Center Security Divisions) or AIN-420 at Headquarters within one-business-day in the event an employee is arrested (i.e., taken into custody by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

14. Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract, and may result in suspension or revoked access to FAA assets for the Contractor's employee.

15. If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

16. The contractor agrees to insert terms that conform substantially to the language of this clause, excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under FAA Order 1600.72 do not apply.

3.14-3 Foreign Nationals as Contractor Employees (April 2014)

a) Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States, and is not a Legal Permanent Resident (LPR) of the United States.

(b) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(c) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

- (1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
- (2) A risk or sensitivity level designation can be made for the position; and
- (3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(d) Foreign nationals proposed under this contract must meet the following additional conditions:

- (1) Provide a current passport and Place of Birth in order to successfully pass a Security background check in accordance with the FAA Order 1600.74, Visitor Policy, and
- (2) Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.

(e) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

3.14-4 Access to FAA Systems and Government Issued Property (October 2015)

1. It may become necessary for the Government to grant access to FAA systems or issuance of government issued property to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such government issued property to the Contracting Officer's Representative (COR).

2. When contractor employees who have been issued such items are terminated or no longer required to perform the work, or will not be accessing FAA assets for 30-calendar-days or more, the government issued property must be returned to the Government and update the employee status in the Vendor Application Process (VAP) System within 24-hours after the Contractor employee no longer needs access.

3. Improper use, possession or alteration of government issued property is subject to penalties under Title 18, USC 499, 506, 701, and 1030.
4. In the event such government issued property is lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$100.00 for each government issued property not returned. If the government issued property is not returned within 30-calendar-days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.
5. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.
6. The Government retains the right to inspect inventory, or audit government property issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government, will be assumed to be lost and the provisions of section (4) of this clause apply.
7. All government issued property must be approved by the COR who will require the Contractor employee to sign a receipt for each item. Lost or stolen government issued property must immediately be reported concurrently to the Contracting Officer (CO), COR, and Investigations and Security Branch, ASO-750A, Tel: (404) 305-6770.
8. Each Contract employee, during all times of on-site performance at the QSR ARSR Boron LRR Facility must prominently display his/her current and valid FAA Identification card on the front portion of his/her body between the neck and waist. Each FAA Identification cardholder must not affix pins, stickers, or other decorations to the card.
9. Prior to any contractor employee obtaining a FAA Identification Card or other government property, IAW FAA Order 1600.78 the contractor is required to:
 - a. Enter data for each employee into the VAP as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements.
 - b. SSE will determine whether final suitability can be granted due to:
 - i. Existence of a previous investigation, or:
 - ii. Initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms.
 - c. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE.
 - d. Authorization for the contractor employee to begin work will be an Interim or Final Suitability notification from the SSE.
10. To obtain a FAA Identification Card, IAW FAA Order 1600.78 Contractor employee must:
 - a. Submit an identification Card Application (DOT 1681) using the automated system located at <https://idms.faa.gov/1681>. The application must be approved by the CO or to the COR.

The contractor employee will be notified when the identification card application has been approved and is ready for processing by the FAA Identification Card issuer (e.g., PIV Administrator). c. The contractor must contact the SSE to obtain the procedures for obtaining their FAA Identification Card.

11. The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees:

- a. Final out-processing must be accomplished by close of business the final workday of the contractor employee.
- b. The COR must be notified in writing and ensure that all government issued property is returned to the COR.
- c. VAP is updated within twenty-four (24) hours for the departing employee.

3.14-5 Sensitive Unclassified Information (SUI) (July 2013)

(a) Sensitive Unclassified Information ("SUI") is unclassified information in any form, including print, electronic, visual, or aural forms, which must be protected from uncontrolled release to persons outside the FAA and indiscriminate dissemination within the FAA. It includes aviation security, homeland security, and protected critical infrastructure information. SUI may include information that may qualify for withholding from the public under the Freedom of Information Act (FOIA).

All information that is SUI must be protected in accordance with the terms of this clause and FAA Order 1600.75, "Protecting Sensitive Unclassified Information (SUI)," whether or not the information is marked as SUI.

(b) Sensitive information must be restricted to specific contractors and personnel who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(c) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(d) Federal Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.

- (1) FedBizOpps can be found at www.fbo.gov.
- (2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
- (3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedBizOpps.
- (4) As FedBizOpps uses the System for Award Management (SAM) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in SAM(www.sam.gov) prior to seeking access to SUI through FedBizOpps.
- (5) Instructions and guides on usage of FedBizOpps can be found at www.fbo.gov.

(End of clause)

3.6.2-14 Employment Reports on Veterans (January 2011)

(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 disabled veterans, other protected veterans, Armed Forces service medal 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 disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated 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 form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous 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 according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. 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 shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

3.6.2-23 Certification of Eligibility (April 1996)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

3.6.2-24 Affirmative Action Compliance Requirements for Construction (October 2010)

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

- (i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.
- (c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 9.6%

Goals for female participation: 6.9%

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

- (1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure foremen, superintendents, and other on-site supervisory personnel are

aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

3.6.3-12 Asbestos - Free Construction (April 2009)

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement **at the completion of the project** indicating that to the best of its knowledge, 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 considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall 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 shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor must not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor must insert this clause, including this paragraph (c), in all subcontracts.

3.6.4-3 Buy American Act - Construction Materials (October 2014)

(a) The Buy American Act (41 U.S.C. §§8301-8305) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government give preference to domestic construction material. The restrictions of the Buy American Act do not apply when FAA determines use of a particular domestic construction material: (i) would unreasonably increase the cost; (ii) would be impracticable; or (iii) is not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality. This restriction also does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate "none"]

(b) Definitions:

(1) "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

(2) "Construction material," as used in this clause, 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, shall 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," as used in this clause, means (i) an unmanufactured construction material mined or produced in the United States, or (ii) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 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 shall be treated as domestic.

(c) The Contractor agrees that only domestic construction material must be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

(d) Request for determination of inapplicability of the Buy American Act:

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

A request based on unreasonable cost must include a reasonable survey of the market and a completed price comparison table in the format of paragraph (4) below.

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).

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

(2) If the Government determines after contract award that an exception to the Buy American Act 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.

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

(4) 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 Unit of Measure Quantity Price(\$)*

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).

3.9.1-1 Contract Disputes (October 2011)

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

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

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

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

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

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

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

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

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

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

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave, S.W., Room 323
Washington, DC 20591

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

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

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

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

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

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

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

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

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
 - (2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or
 - (3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
 - (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
 - (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
 - (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

3.10.1-15 Changes-Construction, Dismantling, Demolition, or Removal of Improvements (July 1996)

- (a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes-
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for,

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

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

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

3.10.1-16 Changes and Changed Conditions (April 1996)

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

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

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

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless-

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

(2) The Contracting Officer waives the requirement for the written notice.

(a) Failure to agree to any adjustment shall be a dispute under the "Disputes" clause.

3.10.1-19 Modification Cost Proposal - Price Breakdown (Construction) (July 1996)

(a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.

(b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.

(c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

PART III - SECTION J
LIST OF ATTACHMENTS

J.1 PHYSICAL DATA:

Data and information furnished or referred to below are for the contractor's information. The government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the contractor.

- a) The indications of physical conditions on the drawings and in the specifications are the result of site surveys, investigations and visual observations by the designers.
- b) The contractor shall be familiar with normal seasonal weather conditions under which work will be performed. Complete weather records are available from the National Weather Service.
- c) Transportation access to the CVG Airport site is by public highway and driveways within the facility site. The contractor shall be familiar with existing and planned highway conditions, and limitations applicable to project site construction access.

J.2 LIST OF SPECIFICATIONS AND DRAWINGS:

PROJECT: Interim Support Building (ISB) at the Memphis Air Route Traffic Control Center

Specifications (Attachment 1)

<u>Document</u>	<u>Date</u>	<u>Title</u>
ISB Building Removal (Attachment 1)	APR 16	FAA-ZLT-1303419
ARTCC Hampton, GA ISB Removal (Attachment 1 A)	01 APR 16	ZLT-D-1303419-G001
Wage Determination (Attachment 2)		
Customer Satisfaction Survey (Attachment 3)		
Business Declaration (Attachment 4)		

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

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: <http://conwrite.faa.gov>.

3.2.2.3-3	Affiliated Offerors (July 2004)
3.2.2.3-82	Prohibition on Conducting Restricted Business Operations in Sudan - Certification (July 2012)
3.2.5-7	Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)
3.13-4	Contractor Identification Number - Data Universal Numbering System (DUNS) Number (August 2012)

FAA CLAUSES PROVIDED IN FULL TEXT

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) 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) We require a minimum acceptance period of **60 calendar days**.

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

(f) You agree to fulfill your offer completely if the FAA accepts your 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.

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as a corporation incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, a joint venture or other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____ .
(country)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other--State basis. _____.

(d) Corporate Status.

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity

Not a corporate entity

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

A common parent does not own or control the offeror as defined in paragraph (a).

Name and TIN of common parent:

Name _____

TIN _____

3.2.2.3-81 Prohibition Against Contracting with Inverted Domestic Corporations-Representation (October 2015)

(a) Definition: "Inverted Domestic Corporation" and "subsidiary" are defined in AMS clause 3.2.2.3-83 "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.

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) 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)(i)(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 \$3,000 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. In the course of 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).

(b) 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.

(c) The Offeror shall 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.

(d) 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 nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.

(f) 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.

3.3.1-35 Certification of Registration in System for Award Management (August 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.6.2-5 Certification of Nonsegregated Facilities (March 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to

perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

3.6.2-6 Previous Contracts and Compliance Reports (May 1997)

The offeror represents that--(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [] has, [] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.4-19 Prohibition Contracting with Entities Engaging in Certain Activities or Transactions Related to Iran- Representation and Certifications (April 2013)

(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 \$3,000 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.

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

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: <http://conwrite.faa.gov>.

3.2.2.3-1	False Statements in Offers (July 2004)
3.2.2.3-11	Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12	Amendments to Screening Information Requests (July 2004)
3.2.2.3-13	Submission of Information/Documentation/Offers (July 2004)
3.2.2.3-14	Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16	Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17	Preparing Offers (July 2004)
3.2.2.3-18	Prospective Offeror's Requests for Explanations (March 2009)
3.2.2.3-72	Announcing Competing Offerors (July 2004)

FAA CLAUSES PROVIDED IN FULL TEXT

3.2.2.3-19 Contract Award (July 2004)

(a) The FAA (we, us, our) will award a contract resulting from this SIR to the responsible offeror whose offer conforms to the SIR and will, as determined by the source selection official, be the best value to us, considering the technical quality, cost or price, and other SIR criteria.

(b) We may:

(1) Reject any offer if it is in our best interest to do so,

(2) Accept other than the lowest cost/price offer, and

(3) Waive minor irregularities in offers received.

(c) We will evaluate offers and award a contract on your initial offer, without communicating with you, or on subsequent offers after communicating with you. In evaluating the offers, we may communicate with any offeror, and may eliminate some firms, limiting offerors participating in the competition to only those most likely to receive a contract award. You should submit your best terms from a cost or price and technical standpoint in your initial offer..

(d) We may accept any item or group of items in an offer, unless you qualify the offer by specific limits. Unless otherwise provided in the SIR, you may submit offers for quantities less than those specified. We reserve the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless you specify otherwise in the offer.

(e) Our award of a contract or acceptance of an offer in writing within the time for acceptance specified in the offer creates a binding contract. Before the offer's specified expiration time, we may accept an offer (or part of an offer, as provided in paragraph (d)), whether or not we communicate with you, unless we get a written notice of withdrawal from you before contract award. Communication between the parties after we receive your offer does not constitute a rejection or counteroffer by us.

(f) If the prices you propose are materially unbalanced between line items or sub-line items, we may determine that your

offer is unacceptable. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and greater than cost for other work. We may reject unbalanced offers if there is a reasonable doubt that the offer will result in the lowest overall cost to the FAA, even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(g) We may disclose the following information in post-award debriefings to you:

- (1) The source selection official's decision;
- (2) Your evaluated standings relative to the successful offeror(s); and
- (3) A summary of your evaluation findings.

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means, **email**. Your offer must be received by the **date and time specified in this SIR**.

(b) Electronic 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 electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your "Optical media device-such as a CD Rom" offer to:

**Federal Aviation Administration
Eastern Service Area
DTFAEN-16-R-00078
Attn: Bill Lockard, AAQ-510ATL
1701 Columbia Avenue
College Park GA 30337**

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

Note: Email Submissions are not allowed due to systems limitations.

3.2.2.3-22 Period for Acceptance of Offer (October 2014)

The offeror (you) agrees if this offer is accepted within **60** calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

3.2.2.3-63 Site Visit (Construction) (July 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) **The site visit is scheduled for 15 JUN 16 at 09:30 AM EST.** Site visits must be arranged during normal duty hours by contacting Andrea.Gaddy@faa.gov at 404.305.7047 no later than 13 JUN 16 at 3:00 PM EST. In the event of an excess number of potential contractors requesting to attend the site visit, another site visit will be added at a later date

3.2.4-1 Type of Contract (April 1996)

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

3.6.1-17 North American Industry Classification System (NAICS) Code (January 2016)

The North American Industry Classification System (NAICS) code for this procurement is:
236220 Commercial and Institutional Building Construction

The small business size standard as defined by the Small Business Administration is the following:
For NAICS codes based on annual receipts, the annual average receipts for the last three fiscal years cannot exceed \$15M.

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

3.9.1-3 Protest (October 2011)

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) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; 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>.

L.1 SUBMISSION OF PROPOSALS

Submissions must be received no later than **Tuesday 12 JUL 16 at 1:00 PM EST** to the address below. Offerors must request written acknowledgement of receipt of proposals if one is desired. All Amendments issued, if any, must be signed and submitted with the Offerors proposal. **One (1) hard copy of the proposal is required AND one (1) Optical media device-such as a CD Rom is required. No email or hand delivered offers will be accepted.**

**Federal Aviation Administration
Eastern Service Area
DTFAEN-16-R-00103
Attn: Bill Lockard, AAQ-510ATL
1701 Columbia Avenue
College Park GA 30337**

Note: Offerors assume full responsibility of ensuring that proposals are received at the place and by the date and time specified above.

L.2 NUMBER OF AWARDS

The FAA plans to award a single contract resulting from this SIR but reserves the right to award multiple awards if it is deemed in the best interest of the FAA.

L.3 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The FAA will **not** pay any costs incurred in the preparation or submission of any response to this solicitation or in making necessary studies for the preparation thereof, or to acquire, contract for any services including attendance of any solicitation conference.

L.4 RESPONSIBLE PROSPECTIVE CONTRACTORS

An Offeror must also be found responsible prior to award of any contract. As a minimum, to be determined responsible, a prospective Offeror must:

- Have adequate financial resources to perform the contract and the ability to obtain resources;
- Be able to comply with the required or proposed delivery or performance schedule, taking into
- consideration all other business commitments;
- Have a satisfactory record of integrity and business ethics;
- Have a satisfactory performance record; and
- Have the necessary organization, experience, accounting and operational controls.

L.5 DISCUSSIONS WITH OFFERORS

The Offeror may begin submitting questions and comments immediately after release of the SIR and up 22 JUN 16 at **2:00 PM EST**. Responses to questions will not necessarily change the date proposals are to be received. Offerors must submit all questions and comments via E-Mail (**Bill.lockard@faa.gov**); however, they must not be submitted via phone call. The FAA will respond by posting on FAACO on or about **28 JUN 16**. Questions and answers that clarify SIR details may be provided to all Offerors; however, the source of questions will not be identified.

L.5.1 Discussions with potential Offerors may take place throughout the source selection process. Information disclosed as a result of oral or written discussions with an Offeror may be considered in the evaluation of the Offeror's submittal(s).

L.5.2 Discussions with one Offeror may not necessitate communications with other Offerors. The FAA reserves the right to conduct discussions with all, some, or none of the Offeror(s), as circumstances warrant.

L.6 NON-GOVERNMENT PERSONNEL PARTICIPATION

Offerors are hereby notified that the FAA may have any written proposals or other written information provided in response to this acquisition reviewed by personnel from various support contractors who may serve as advisors to FAA evaluation personnel during the evaluation phase of this acquisition. All non-Government personnel and their corporations have signed, or will sign before the evaluation process begins, non-disclosure statements. The exclusive responsibility for source selection, however, will remain with the FAA. The FAA currently has no plans to use support contractors to take part in the source selection process.

L.7 SUBCONTRACTORS AND TEAMMATES

The Offeror must provide a completed Section K, Representations, Certifications, and Other Statements of Offerors for themselves and for each subcontractor and teammate in the proposal.

L.8 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 which demonstrate an understanding of the complexity and scope of the requirements.
- c. The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.
- d. Proposals from unsuccessful Offerors will not be returned. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

L.9 FORMAT AND CONTENT

- a. One (1) hard copy of the proposal is required.
- b. One (1) Optical media device-such as a CD Rom is required.
- c. Font size must be greater than or equal to 12.
- d. The FAA may make black and white copies of offerors' proposals for evaluation purposes or send it electronically via email to the evaluators.
- e. The Offeror must notify the Contracting Office in writing if the Offeror wishes not to have their proposals sent via email to the evaluators.

L.10 PROPOSAL INSTRUCTIONS

In order to be considered responsive, organizations expressing interest in this matter must provide the following:

- (a) Cover letter stating that no exceptions are taken to any specification requirements terms and conditions, or a detailed summary of all exceptions taken.**
- (b) Signed, SECTION A SOLICITATION, OFFER/ AWARD**
- (c) Completed Section B, Price/Cost**
- (d) Completed Section K – REPRESENTATIONS AND CERTIFICATIONS, with BUSINESS DECLARATION FORM**
- (e) Preliminary Review /Documentation**
- (f) Section L – FACTOR Responses; Past Experience Response, Technical Proposal, and Past Performance Response**

L. 10-1 Preliminary Review/Documentation

- a. Completed Business Declaration Form.
- b. Currently dated (no more than 10 business days as of the final submission date of the SIR) letter from the Offeror's (Company represented by Section A, SF-1442, Offer, and Award; including any issued Amendments, Solicitation, Offer, and Award signatory) bank/financial institution indicating the account history of the Offeror. The letter must indicate the Offeror's account history (positive or negative), the average monthly balance and/or line of credit.

- c. Currently dated (no more than 10 business days as of the final submission date of the SIR) letter from the Offeror’s surety detailing the Offeror’s **available** bonding capacity.
- d. Proof of insurance eligibility from companies authorized to do work in the State of **Georgia**. The proof of eligibility must cover all operations under the contract whether performed by you the contractor, or sub-contractor. The required general public limit of liability for bodily injury is not less than five (5) hundred thousand dollars for each occurrence and one (1) hundred thousand dollars for each person. In addition, Worker Compensation and Employer liability is not less than one (1) hundred thousand dollars.
- e. Single page memorandum indicating your System for Award Management (SAM) active registration information to include Cage Code, DUNS number, and business size.

L. 10-2 FACTORS: Past Experience Response and Technical Proposal
All Factors and sub-factors are of equal importance compared to pricing.

FACTOR 1: Past Experience Response

Offerors must demonstrate past experience performing at least three (3) contracts over the past five (5) years on projects with the same or similar size (**projects no less than the proposed amount valued at \$150,000 or higher** and scope requirements as this acquisition as of the final submission date of the SIR.

Offerors are strongly advised to submit the experience information in the following format. If other formatting is used, Offerors **MUST** provide the following information for each contract:

Agency or Company Contract Issued By	Contracting Officer	Phone #/Email address	Contract #	Dollar Value	Period of Performance	Location	Description of Work Performed
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FACTOR 2: Technical Proposal

Offerors are required to submit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in the Specifications and Drawings. Offerors are cautioned to be responsive to all of the requirements and provide sufficient information to allow evaluation of the proposals as listed in this Solicitation. The technical proposal must be succinct, well written and presented in a clear straightforward manner. **Absolutely No pricing information shall be included in the Technical proposal.** For ease of evaluation, offerors are to submit the technical proposal organized into the following three parts:

A. Plan of Action and Statement of Understanding. The offeror must submit a plan of action and statement of understanding in two (2) parts:

- a) Plan of Action--**The offeror shall present an organized and detailed narrative and schedule to be taken in order to achieve the requirements described for this project.
- b) Statement of Understanding--**The offeror shall submit a brief statement that demonstrates that he understands the objectives the Government has established in this solicitation. This cannot be a repeat or mere summary of the materials provided in this Solicitation, but rather the offeror’s statement of his understanding of that work.

B. Personnel Staffing / Production Capabilities. The offeror shall identify all key personnel along with each member’s contribution to the project, as well as their commitment to other work underway or planned as appropriate. Offerors must submit brief profiles of the team, if applicable, which they propose to assign to

the construction. The submission should describe the capabilities, certifications and skills of each member. Include a simple staffing/organization chart that identifies the various team members and their position on the team.

C. Quality Control. The Quality Control (QC) plan will include a description of how quality, timeliness and budgets shall be tracked and controlled, and the method of interaction and reporting to the Government.

FACTOR 3: Past Performance

At least three (3) Customer Satisfaction Surveys from previous contracts over the past five (5) years on projects with same or similar size (projects no less than the proposed amount of \$200,000 or higher) and scope (remove the existing ISB including consisting of 10 modular trailers) are required by the offeror for this acquisition. **The client/evaluator must submit the Customer Satisfaction Surveys via email to bill.lockard@faa.gov with “DTFAEN-16-R-00103” in the subject header.** It is advised that the Offeror distribute more than three client references as not all are returned, and receipt of less than three could lead to the Offeror’s disqualification. It is the responsibility of the Offeror to confirm the FAA has received three Customer Satisfaction Surveys before the solicitation deadline. The FAA reserves the right to conduct interviews with provided references and to check other resources such as PPIRS to obtain past performance information.

PART IV - SECTION M**EVALUATION FACTORS FOR AWARD****M.1 Award on Initial Offers**

The Government reserves the right to award a contract immediately following conclusion of all evaluations without discussions with the successful Offeror or any other Offeror. Therefore, it is critical that each offer be fully responsive to this SIR and its provisions. Discussions may be held with all, some or none of the Offerors.

M.2 Evaluation of Proposals

The Offeror must provide adequate and specific information in their proposal. To be considered for an award, an Offeror must submit a response to the SIR, within the time specified in the SIR. A proposal may be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be unacceptable on its face.

A proposal may also be eliminated if it does not clearly demonstrate that the Offeror understands the requirements of the SIR. We will not evaluate alternate proposals. In the event a proposal is rejected a notice will be sent to the Offeror stating the reason(s) that the proposals will not be given further consideration.

At any point during the evaluation of proposals, should the FAA, based on the information submitted by an Offeror, conclude that the Offeror does not have a reasonable chance of receiving the award, then the Offeror will be rendered no longer eligible for award and eliminated from further consideration. Any Offeror eliminated from further consideration of award will be officially notified in writing.

Communications may be considered in the evaluation of an Offeror's submittal(s). Verifiable information from outside sources may be considered in the evaluation and should be disclosed to the Offeror during the communication process. Any such findings should be noted in the evaluation report. Communications with offerors during the evaluation may help clarify submittals, allow a fuller understanding of the Offeror submittals, and provide a more comprehensive evaluation.

M.3 Criteria and BASIS FOR AWARD

The lowest price, technically acceptable source selection process will be used to meet FAA's best value criteria. Each responsive Offer will be considered and an award of a firm, fixed price contract will be made to the lowest priced offer meeting or exceeding the acceptability standards of the (non-cost/price) factors. Any offeror that has an Unacceptable rating in any factor or sub-factor will automatically be deemed unacceptable in all areas. The following three steps will be used during the evaluation process:

I. PRELIMINARY REVIEW - The first step in the evaluation process will be to conduct a review of each Offeror's proposal to determine if the Offeror meets the eligibility qualifications set forth below. An Offeror must meet the eligibility qualifications or they will be ineligible for award.

- a. The Offeror is a small business under North American Industry Classification System (NAICS) code 236220 Commercial and Institutional Building Construction, with a small business size standard of \$36.5 million.
- b. The offeror currently demonstrates credit worthiness and financial capability to perform the work described in the Specification by providing positive account history and a reasonable monthly balances or line of credit in comparison to the total contract value proposed.
- c. The offeror currently demonstrates adequate bonding capacity required for this effort.
- d. The Offeror demonstrates adequate insurance capability required for this effort by providing insurance eligibility from a company authorized to do work in the State of **Georgia** and covers all operations under the contract whether performed by the Contractor or by sub-contractors.

The required general public limit of liability for bodily injury is not less than five (5) hundred thousand dollars for each occurrence and one (1) hundred thousand dollars for each person. In addition, Worker Compensation and Employer liability is not less than one (1) hundred thousand dollars.

II. TECHNICAL EVALUATION – After meeting the eligibility qualifications, technical acceptability will be rated overall as either “acceptable” or “unacceptable” on the basis of the (non-cost/price) evaluation factors stated below. Any proposal determined to be “unacceptable” in any evaluated area or criteria is rendered to be unacceptable and therefore rejected from further consideration.

Factor 1: Past Experience

The degree to which the Offeror demonstrates its past experience in performing at least three (3) contract over the past five (5) years on projects with the same or similar size **projects no less than the proposed amount valued at \$150,000 or higher** and scope (**Removal of ISB type buildings**) requirements as this acquisition as of the final submission date of the SIR.

Rating Description

ACCEPTABLE: Offeror demonstrates past experience performing at least three (3) contracts over the past five (5) years on projects with the same or similar size and scope requirements as this acquisition as of the final submission date of the SIR.

UNACCEPTABLE: Offeror DOES NOT demonstrate past experience performing at least three (3) contracts over the past five (5) years on projects with the same or similar and scope (requirements as this acquisition as of the final submission date of the SIR

Factor 2: Technical Proposal

The degree to which the Offeror submitted a comprehensive and complete technical proposal that demonstrates their understanding and ability to perform the work described in the Statement of Work and Specification (attachment 1).

Rating Description

Acceptable - Offeror submitted a comprehensive and complete technical proposal that demonstrates a good understanding and ability to perform the work described in the Statement of Work and Specification (attachment 1).

Unacceptable - Offeror DID NOT submit a comprehensive and complete technical proposal that demonstrates a good understanding and ability to perform the work described in the statement of work and/or the approach proposed fails to adequately meet acceptable performance expectations.

Factor 3: Past Performance

Successful past performance (Customer Satisfaction Survey form) will be evaluated based upon inputs received from the Offeror’s clients that are familiar with the work ethics and standards of the offeror for at least **three (3)** contracts over the past five (5) years on projects with the same or similar size (projects no less than the proposed amount of \$150,000 or higher) and scope (to remove the existing ISB including consisting of 10 modular trailers) requirements as this acquisition. Offerors will be evaluated as to whether their company has a proven track record of effective management, timeliness of performance, quality of service, customer satisfaction and cost control. The FAA reserves the right to contact customers listed as references and apply its findings in the final determination.

Rating Description

Acceptable: ALL **three** responsive inputs indicate a 5 for Outstanding or a 4 for Good to ALL of applicable questions, and positive responses to the Yes/No questions.

Unacceptable: Less than **three** responsive inputs received and/or ONE or MORE of the Offeror's past performance input indicates a 3 or less and any negative responses to the Yes/No questions.

III. PRICE EVALUATION CRITERIA - The Government will evaluate the Offeror's proposed prices for fairness and reasonableness in relation to the Independent Government Cost Estimate and other Offeror's proposals. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of a competitive business. A fair price is one that covers the risks of performance while providing a reasonable profit.

END DOCUMENT