

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

This statement of work, together with the specifications, drawings, and FAA standards as indicated in the contract documents, covers the requirements for all work associated with the Federal Aviation Administration (FAA), Northwest Mountain Region, requirements for the renovation of the Control Wing Basement and upgrade to the Major Mechanical systems at the Los Angeles Air Route Traffic Control Center (ARTCC) located at 25th St E in Palmdale, California 93550.

Category	CSI Description	Responsibility	Quantity	Units	Unit Price	Cost
<b>General Conditions</b>						
011000	Field Staff Subsistence for Construction Logistics					
012000	Field Office & Supplies					
013000	Temp. Construction & Clean-up					
014000	Rental Equipment					
015000	Temporary Utilities					
016000	Inspection & Testing					
<i>Total General Conditions</i>						
<b>Abatement/Existing Conditions</b>						
01-00-00-00	General Requirements					
02-00-00-00	Abate/Demo/Existing Conditions					
<i>Total Abatement</i>						
<b>Structural</b>						
03-00-00-00	Concrete					
04-00-00-00	Masonry					
05-00-00-00	Metals					
<i>Total Structural</i>						
<b>Architectural</b>						
06-00-00-00	Woods and Plastics					
07-00-00-00	Thermal and Moisture Protection					
08-00-00-00	Openings/Glazed Curtain Walls					
09-00-00-00	Finishes					
10-00-00-00	Specialties					
<i>Total Architectural</i>						
<b>Special Construction</b>						
11-00-00-00	Equipment					
12-00-00-00	Furnishings					
13-00-00-00	Special Equipment					
14-00-00-00	Conveying Equipment					
<i>Total Special Construction</i>						
<b>Building Mechanical</b>						
21-00-00-00	Fire suppression					
22-00-00-00	Plumbing					
23-00-00-00	HVAC					
<i>Total Building Mechanical</i>						
<b>Building Electrical</b>						
26-00-00-00	Electrical					
27-00-00-00	Communications					
28-00-00-00	Electronic Safety & Security					
<i>Total Building Electrical</i>						
<b>Site work</b>						
31-00-00-00	Earthwork					
32-00-00-00	Exterior Improvements					
33-00-00-00	Utilities					
41-00-00-00	Material Processing & Handling					
44-00-00-00	Pollution & Waste Control Equipment					
<i>Total Site Work</i>						

<i>Construction Subtotal</i>	
<i>Contractor Prof. Services:</i>	
Project/Procurement Management (Safety Mgr, Project Control Spec, Contracts/Procurement)	
Site Management (Site Construction Mgr, Superintendent)	
Commissioning (Fire System, Mechanical and Electrical System)	
Office Logistics Subsistence (Airfare, Per Diem, Lodging, Car Rental, Mileage)	
<b>TOTAL CONSTRUCTION COST</b>	

Optional Bid – FAA will notify offeror of acceptance within one (1) year from contract award

Notice: Offeror is required to provide cost proposal breakdown for contract line item.

If the ultrasonic test results indicate the 12-inch underground condenser water mains need not be replaced, the FAA will direct the Contractor within no more than 30 days after the FAA's receipt of the test results to restore the excavated area and initiate the Deduct Alternate

The Deduct Alternate Bid and Work consists of:

- a. Not replacing the existing 12-inch underground condenser water mains; and
- b. Not implementing full excavation and site restoration associated with to-be-deleted 12-inch underground condenser water mains replacement.

02 Deduct Alternative for 12" CTS Piping

02-00-00.00 EXISTING CONDITIONS \_\_\_\_\_

22-00-00.00 PLUMBING \_\_\_\_\_

23-00-00.00 HVAC \_\_\_\_\_

31-00-00.00 EARTHWORK \_\_\_\_\_

32-00-00.00 EXTERIOR IMPROVEMENTS \_\_\_\_\_

**Grand Total of Option Items:** \_\_\_\_\_

The offered price must encompass 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, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

The offeror is required to provide a price for each Contract Line Item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award will be made. There will be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price will be deemed correct, and the total offered amount will be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.*

**PART I - SECTION C**  
**SCOPE OF WORK**

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**1.1 SCOPE OF WORK:** The Federal Aviation Administration (FAA), Northwest Mountain Region, has a requirement for the renovation of the Control Wing Basement and upgrade to the Major Mechanical systems at the Los Angeles Air Route Traffic Control Center (ARTCC) located at 2555 East Rancho Vista Blvd., Palmdale, California 93550.

The work is at a critical facility that must remain operational 24 hours a day 7 days a week. The Contractor must not interfere with or disrupt air traffic operations. The work shall not discharge static electricity, damage, or interfere with other equipment at the facility, and shall not compromise security.

**1.2 SUMMARY OF WORK:** The work includes the abatement of hazardous materials (asbestos and lead containing coatings) in the ARTCC Control Wing's Basement, and demolition of and/or upgrades to existing partitions, ceilings, finishes, fixtures and appurtenances in the project area. The Work also includes demolition of Mechanical (HVAC), Plumbing, and Electrical power and lighting systems, equipment, and distribution components, both in the Control Wing Basement and outside at the Cooling Tower Plant.

The Project Area is comprised of the following rooms and areas:

Control Wing: Electronic Equipment Room B120, T-COMM B120, Utility Chase 1, Utility Chase 2, Mechanical Room B120F, HOST Equipment Room B134, Conference Room B134C, Break Room B134D, and Stair No. 3.

Administration Wing: HOST Mechanical Room B119, Motor Control Centers B118, Corridor B101, AT/AF LAN B101B, Offices B101E, B101H, B101K, B101L, B101M, B101N, Boiler Room B116 and adjacent areaway, Chiller Room B115, CCMS Room B117, and MCC Room B113B.

Miscellaneous: Engine Generator Room, Cooling Tower Plant/Yard.

Hazardous materials abatement work includes mudded fittings and elbows, and provisions for spot abatement of lead based paints.

The work includes new and/or extended mechanical, controls, plumbing, fire protection, and electrical distribution systems and components in the Control Wing Basement. New mechanical equipment includes chillers, boiler, cooling towers, pumps, filtration systems, electric water cooler, sanitary sump pump, air handlers, and associated piping, ductwork and controls, as well as provisions for a temporary cooling tower plant to maintain conditions within the facility during construction. New VFD's will be provided for the cooling towers. New BACnet System mechanical controls system, by Schneider will be provided for the new equipment in this project.

Electrical power panels and a transformer will be replaced in the Control Wing Basement project area and at the Cooling Tower Yard.

Fire Sprinkler system will be extended/modified to provide full coverage within the project area, and Fire Alarm will be adjusted as required to accommodate the demolition and new work. Access floor and wall-mounted sound absorbing panel systems in the HOST Mechanical Room will be replaced and miscellaneous louvers, doors and hardware will be replaced. Walls in Electronic Equipment Room B120 will be furred-out to align with existing wall-mounted equipment on the walls and existing furred-out partitions at T-COMM B120. Provisions for foundations for temporary cooling tower plant and

stairs and access/maintenance platforms for the new permanent cooling towers are also required. Offices at the at the Telco Wing built with combustible construction will be replaced with non-combustible construction.

The elevated walkway and stairs at the cooling tower plant will be demolished and two new sets of walkways and stairs will be constructed between the two pairs of new cooling towers.

All areas of the facility will remain occupied and functional throughout the project.

This summary does not cover all aspects of the work. See other specification sections and the drawings for more detailed information.

### **1.3 DEDUCT ALTERNATE**

A. This Project's Base Bid and Work includes replacement of the existing 12-inch underground condenser water mains and associated excavation and site restoration from the cooling tower yard to inside the main building's Chiller Room. As an initial on site activity, the Contractor is to excavate a limited area on site as shown on the drawings for ultrasonic testing of the underground water main piping by a consultant testing firm provided by the FAA. The Contractor is to provide a 30-day prior notice to the COR before beginning the excavation and testing work. If the test results indicate the 12-inch underground condenser water mains need be replaced, the Base Work to do so will proceed. The FAA may elect to have the piping replaced even if the ultrasonic testing results show the piping to be in good condition.

C. If the ultrasonic test results indicate the 12-inch underground condenser water mains need not be replaced, the FAA will direct the Contractor within no more than 30 days after the FAA's receipt of the test results to restore the excavated area and initiate the Deduct Alternate.

D. The Deduct Alternate Bid and Work consists of:

- a. Not replacing the existing 12-inch underground condenser water mains; and
- b. Not implementing full excavation and site restoration associated with to-be-deleted 12-inch underground condenser water mains replacement.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

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*Not applicable to this contract.*

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

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**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>.

(End of clause)

**3.10.4-10 Inspection of Construction (September 2009)**

**3.10.4-11 Inspection - Dismantling, Demolition, or Removal of Improvements (April 1996)**

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

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

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(End of clause)

**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**

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

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(End of clause)

**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.

(End of clause)

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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

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(End of clause)

**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 EMAIL [deana.galloway@faa.gov](mailto:deana.galloway@faa.gov).

(End of Clause)

**PART II - SECTION I**  
**CONTRACT CLAUSES**

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**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>.

(End of clause)

- 3.1.7-1 Exclusion from Future Agency Contracts (August 1997)**
- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.1.7-4 Organizational Conflict of Interest - Mitigation Plan Required (April 2012)**
- 3.1.7-5 Disclosure of Conflicts of Interest (March 2009)**
- 3.1.8-1 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (October 2014)**
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (October 2014)**
- 3.2.2.3-8 Audit and Records (July 2010)**
- 3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (October 2011)**
- 3.2.2.3-27 Subcontractor Cost or Pricing Data (July 2004)**
- 3.2.2.3-29 Integrity of Unit Prices (July 2004)**
- 3.2.2.3-30 Termination of Defined Benefit Pension Plans (July 2004)**
- 3.2.2.3-33 Order of Precedence (March 2009)**
- 3.2.2.3-42 Differing Site Conditions (July 2004)**
- 3.2.2.3-43 Site Investigation and Conditions Affecting the Work (July 2004)**
- 3.2.2.3-45 Material and Workmanship (July 2004)**
- 3.2.2.3-46 Supervising the Contract Work (July 2004)**
- 3.2.2.3-47 Permits and Responsibilities (July 2004)**
- 3.2.2.3-48 Other Contracts (March 2009)**
- 3.2.2.3-49 Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)**
- 3.2.2.3-50 Property Protection (October 2014)**
- 3.2.2.3-51 Operations and Storage Areas (April 2012)**
- 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)**
- 3.2.2.3-68 Safety and Health (October 2014)**
- 3.2.2.3-69 Subcontracts - Construction (July 2004)**
- 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)**
- 3.2.5-13 Contractor Code of Business Ethics and Conduct (April 2010)**
- 3.2.5-14 Display of Hotline Poster(s) (April 2008)**
- 3.3.1-2 Payments under Fixed-Price Construction Contracts (April 1996)**
- 3.3.1-9 Interest (September 2009)**
- 3.3.1-16 Prohibition of Assignment of Claims (April 1996)**
- 3.3.1-19 Prompt Payment for Construction Contracts (September 2009)**
- 3.3.1-20 Providing Accelerated Payment to Small Business Subcontractors (October 2012)**
- 3.3.1-31 Progress Payments (November 2000)**
- 3.3.1-34 Payment by Electronic Funds Transfer- System for Award Management (August 2012)**
- 3.3.2-1 FAA Cost Principles (January 2016)**
- 3.4.1-4 Performance Bond Requirements (October 2010)**
- 3.4.1-5 Payment Bond Requirements (April 1996)**
- 3.4.1-7 Notice to Proceed (April 1996)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-1 Davis Bacon Act (October 2010)**
- 3.6.2-20 Payrolls and Basic Records (April 2011)**
- 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)**
- 3.6.3-19 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (October 2013)**
- 3.6.3-23 Delivery of Electronic and Paper Documents (October 2014)**
- 3.6.3-24 Asbestos NESHAP Compliance (October 2015)**
- 3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)**
- 3.9.1-1 Contract Disputes (October 2011)**
- 3.9.1-2 Protest After Award (August 1997)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-8 Suspension of Work (September 1998)**
- 3.10.1-15 Changes-Construction, Dismantling, Demolition, or Removal of Improvements (July 1996)**
- 3.10.1-16 Changes and Changed Conditions (April 1996)**
- 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)**
- 3.10.6-1 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)**
- 3.14-3 Foreign Nationals as Contractor Employees (April 2014)**

**3.2.2.3-37 Notification of Ownership Changes** (July 2004)

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer (CO) access to the records on request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and

(4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

(End of clause)

**3.2.2.3-41 Performing Work** (July 2004)

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

(End of clause)

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

The Contractor (you) must

(a) begin work under this contract within by **June 9, 2017**, the date you will receive the notice to proceed,

(b) perform the work diligently, and

(c) complete the entire work ready for use not later than 465. The time allowed for completion must include final cleanup of the premises.

(End of clause)

**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>.

(End of Clause)

### **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:	<b>28.3</b>
Goals for female participation:	<b>6.9</b>

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.

(End of clause)

### **3.6.2-41 Employment Eligibility Verification (September 2009)**

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees.
- (A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only

to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

**3.6.3-3 Hazardous Material Identification and Material Safety Data (April 2009)**

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None) \_\_\_\_\_  
 Identification No. \_\_\_\_\_

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material;

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of clause)

### **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 **five (5) days after contract completion** 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.

(End of clause)

**3.6.3-22 Construction Waste Management (April 2015)**

(a) In performance of this contract, the Contractor must establish a program to minimize waste generation, as well as recycle, reuse, and salvage construction and demolition (C&D) debris generated to the maximum extent possible. The contractor must divert at least 50 percent weight of the total non-hazardous solid waste generated by the work from landfills and incinerators. Before commencing work, the Contractor must submit a Waste Management Plan to the Contracting Officer within 15 days after contract award prior to the start of construction activities. This plan must address the following:

- (1) General: Provide an overall strategy for managing C&D debris associated with the project.
  - (2) Waste Identification: Indicate anticipated types and quantities by weight of demolition, site-clearing and construction waste generated by the Project. Include estimated quantities by weight and assumptions for estimates. A site assessment may be necessary to estimate the types of materials that will be generated during construction and/or demolition. If a site visit is needed, the contractor must notify the FAA of this as soon as possible, with the FAA arranging in turn for the contractor site visit to take place as soon as possible.
  - (3) Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, estimated total weight of each type of waste, final disposition for each waste type, and handling and transportation procedures.
  - (4) Salvaged Materials: For each type of material that is salvaged or recycled, describe the type of material, source, estimated quantity, and receiving entity. Include names, addresses, and telephone numbers for the receiving individuals and/or organizations.
  - (5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  - (6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
- (b) This plan must be found acceptable by the FAA Contracting Officer's Representative (COR) or the COR's designated representative prior to the contractor receiving a Notice-to-Proceed. The plan's acceptability will be promptly determined by the FAA based on the knowledge of the site(s) covered under the Plan. The contractor must implement the approved Waste Management Plan during the term of the contract.
- (c) The Contractor must document all C&D disposal and diversion efforts and submit a Waste Diversion Summary Report to the Contracting Officer and COR monthly. A copy of the report must also be submitted to the EOSH Services construction waste management address at [9-AJW-ConstructionWaste@faa.gov](mailto:9-AJW-ConstructionWaste@faa.gov).

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

- (1) Project title, name of company completing report, and dates of period covered by report.
- (2) The total quantity by weight (in tons) of waste generated from the project.

(3) The total quantity by weight (in tons) of construction waste material landfilled from the project, the identity of the landfill, the total amount of tipping fees paid, transportation costs (if separate) and the total disposal cost. Attach manifests, weight tickets, receipts, and invoices as applicable.

(4) The total quantity by weight (in tons or cubic yards) of each material type recycled, reused, or salvaged from the project, the date removed from the jobsite, the receiving party, the transportation costs, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of salvage or recycling each material. Attach manifests, weight tickets, receipts, and invoices as applicable.

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

(d) If the value of this contract when awarded is less than \$100,000, this clause does not take effect in this contract.

(End of Clause)

### **3.14-1 Security Requirements - Classified Contracts (July 2002)**

(a) This clause applies to the extent that this contract involves access to information that is classified as "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with the requirements in (1) the Contract Security Classification Specification (DD Form 254) included in the current edition of the National Industrial Security Operating Manual (DOD 5220.22-M) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at an FAA owned or FAA leased facility, it shall comply with the security requirements of the FAA.

(c) If, subsequent to the 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 security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

### **3.14-2 Contractor Personnel Suitability Requirements (July 2016)**

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. Those risk levels are:

[To be entered by the CO based on the OPM Position Designation Automated Tool (PD Tool)]

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:

[CO insert appropriate Regional or Center information here or enter "none" if not applicable]



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.

(End of Clause)

**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).

(End of clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

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- J-1** Specifications
- J-2** Drawings
- J-3** Wage Rates CA160033 8/12/2016 CA 33
- J-4** Customer Satisfaction Survey

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

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**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>.

(End of clause)

**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)

**3.6.2-45 Certification Regarding Trafficking in Persons Compliance Plan** (October 2015)

**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 \_\_\_\_\_ calendar days [the CO should insert the number of 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.

(End of 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)

(End of provision)

**3.2.2.3-23 Place of Performance (July 2004)**

(a) The offeror (you), in fulfilling any contract resulting from this SIR,  intends,  does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance      Street:  
   City:  
   State:  
   Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

**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 \_\_\_\_\_

(End of provision)

**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.

(End of Provision)

**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.

(End of provision)

**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: \_\_\_\_\_

(End of provision)

**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).

(End of clause)

#### **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](mailto: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.

(End of provision)

### **3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number** (August 2012)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from SAM clause)

"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.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(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://www.dnb.com/>; 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).

(End of provision)

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

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**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>.

(End of clause)

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-6 Submittals in the English Language (July 2004)**
- 3.2.2.3-7 Submittals in U.S. Currency (July 2004)**
- 3.2.2.3-1 Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-1 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13 Submission of Information/Documentation/Offer (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-15 Authorized Negotiators (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)**
- 3.2.2.3-19 Contract Award (July 2004)**

**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 [deana.galloway@faa.gov](mailto:deana.galloway@faa.gov) .. Your offer must arrive at the place and by the time specified in the 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 offer electronically to [deana.galloway@faa.gov](mailto:deana.galloway@faa.gov) .

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

(End of provision)

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

The offeror (you) agrees if this offer is accepted within \_\_\_\_\_ 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.

(End of provision)

**3.2.2.3-38 Requirements for Certified Cost or Pricing Data or Other Information** (July 2010)

Offerors (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Certified Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

(End of provision)

**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) A site visit has been arranged for **Tuesday, September 13, 2016 at 10:00 a.m.:**

LOS ANGELES ARTCC  
2555 E AVE P  
PALMDALE, CA 93550

(End of provision)

**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.

(End of provision)

**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 **\$36.5 mil.**

(End of provision)

**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>.

(End of provision)

**L001. Submission Of Offer.** A prospective offeror must submit a complete technical and business proposal which will encompass the content set forth herein. Submit offers via email to [deana.galloway@faa.gov](mailto:deana.galloway@faa.gov) by the required due date. All technical and business proposal areas must be fully addressed. A negative response is required for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with the offeror. Offerors are advised that the government reserves the right to use and evaluate any and all available information in addition to the data presented in the proposal. Offers deemed responsive to the solicitation shall include all of the following:

**1) BUSINESS PROPOSAL**

Business Proposal Content- The business proposal **MUST** be a physically separate file attachment and not be combined with the technical proposal. It shall include the following:

- a) Cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or a detailed summary of all exceptions taken.
- b) Signed SOLICITATION, OFFER, AND AWARD Form (SF-1442) and, if applicable, any AMENDMENTS to the RFO (SF-30)
- c) Part I, Section B, PRICE SCHEDULE
- d) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

**NOTE:** The business proposal shall be a physically separate document and not be combined with the technical proposal.

**2) TECHNICAL PROPOSAL:**

A prospective offeror must submit a complete technical proposal that includes, but is not limited to the content set forth herein. All qualification criteria must be fully addressed:

**a) Past experience:**

The Government may contact customers identified by the offeror to assess **items 1-5, (M0004, Criteria #1)** below. The Government may use information obtained from other than the sources identified by the offeror. Performance information obtained may be used for both the responsibility determination and the best value decision. New contractors or contractors with non-relevant project experience may be rated less favorably.

Contractor proposals must reference **two successfully** completed projects within the last five years that were valued at \$5,000,000.00 or higher. Contractors providing any projects under \$5,000,000.00 may be evaluated less favorably than contracts valued over \$5,000,000.00.

The referenced projects must be similar in scope and complexity to the work described in this request for offer (Part 1 - Section C).

The referenced projects must demonstrate experience working in light industrial/institutional type facilities containing computer, electronics, administrative and electrical/mechanical support space. Of the two referenced projects, one must demonstrate experience with mechanical systems, which includes chillers, cooling towers, pumps and automated controls. One of the two referenced projects must demonstrate working in an operational environment, i.e. the mechanical plant, equipment/computer rooms, etc. remained operational and accessible during construction.

Offeror shall submit the following information with their offer. Provide information on relevant contracts that are similar in size, scope, complexity and type to the work described in this request for offers. Be specific and provide details for each project including:

- 1) Project title, description and contract number
- 2) Customer name (agency, company, etc.), address, phone number, and contact person
- 3) Relevant performance period; dates and number of calendar days
- 4) Relevant dollar value
- 5) Relevant size, scope, complexity and type of work performed
- 6) Relevant experience in subcontractor and/or supplier management
- 7) Relevant experience in schedule management

Offeror must address the following:

**-Demonstration of Safety:** Offeror provided evidence that a company safety policy was in place for the referenced project(s) and the safety policy was enforced.

**-Demonstration** of offerors ability to maintain project schedule to within 15% of original contract completion date. Provide the original scheduled contract completion dates for the two referenced projects at time of contract awards. Provide actual completion dates showing when the customers took ownership

**-Demonstration** of offerors ability to manage project costs to within 8% of the original contract amount. Provide the original award amounts for the **two (2)** referenced projects and provide the final contract amounts when the customers took ownership.

**-Demonstration** of ability to follow customer's rules and regulations (e.g. contract requirements, building codes, etc)

## **b) Past Performance**

Contractor is responsible for providing **two (2)** of the attached customer satisfaction surveys completed and returned to my attention at [deana.galloway@faa.gov](mailto:deana.galloway@faa.gov) . Customer Satisfaction Surveys must be provided by the same companies offered in the Past Experience criterion.

The offeror has completion of **two (2)** projects similar in size and complexity to the attached scope of work and completed within the last five (5) years. If any unsatisfactory references are given, the offeror will be given an opportunity to respond before an evaluation of Acceptable or Unacceptable is determined.

Offerors' are advised that the Government reserves the right to use and evaluate other sources to compile past performance history, including, but not limited to, other customer references, other agency references, social media, etc.

**c) Qualifications of key personnel.**

Identify key personnel assigned to the referenced project. Include Project Manager, Superintendent, Quality Assurance Manager, and Safety Manager. Provide resume information such as years of experience, employment history, education, training, accomplishments, licenses, certificates, etc.

**L002. Submission Date And Place:** The due date for **electronic** receipt of offers is **October 7, 2016**, at 5:00 PM PACIFIC Time. Offers may be submitted electronically, see the instructions in provision **3.2.2.3-20 Electronic Offers**, just above.

**L003 Solicitation Clarification to Prospective Offerors**

Any prospective offeror desiring an explanation or interpretation of this solicitation, specification, etc. must request it in writing **ten (10) days prior** to the date specified for receipts of proposals. Oral explanations or instructions, other than by the Contracting Officer shall not be binding for contract purposes. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to the specifications. Any clarification or interpretation information given to a prospective offeror concerning this solicitation will be furnished to all other prospective offerors, at the same time, if that information is necessary in submitting offers or the lack of would be prejudicial to other offerors.

**PART IV - SECTION M**  
**EVALUATION FACTORS FOR AWARD**

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**M001. Evaluation Factors For Award.** Prospective offerors are required to submit technical and business proposals as discussed herein. The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and represents the **best value** to the Government. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions, at the option of the Government, with one or more offerors, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc. The Government may reject any and all proposals and waive informalities or irregularities in proposals. The Government is seeking the best combination of technical attributes and price, evaluated on an equally weighted basis. The award may go to other than the lowest-priced offeror: A contractor with a more highly rated technical proposal and higher price may receive the award over a contractor with a lower rated technical proposal and lower price. An offeror's low-priced proposal may be considered as reflecting on an offeror's understanding of the project and/or risk associated with their proposal, and proposals may be eliminated from consideration based upon price alone, prior to technical evaluation. Technical proposals will be evaluated on a scale of 0 to 2, with 0 (zero) indicating information was either not provided, not relevant or unacceptable, 1 (one) indicating information was provided and is at least minimally relevant or minimally technically acceptable, and 2 (two) indicating information was provided and is highly relevant or exceeds minimum technical requirements. Offers earning a score of **0** in any area may render the entire offer unacceptable. See specific technical criteria in **M004** and price consideration in **M006**.

**M002. Proposal Content:** A prospective offeror must submit a complete technical and business proposal, which will encompass, but is not limited to, the content specified herein. All technical and business proposal areas must be fully addressed. The offeror must ensure (1) that the submissions required are complete and accurate and (2) the proposal presents the best pricing available. A negative response is required in the event of no experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with the offeror. The Government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted technical and business proposals, and which may be related to performance periods beyond the last five (5) years.

**M003. Tiered Evaluation Of Proposals:** A tiered evaluation of offers will be used in this source selection. The FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. Offers from other-than small businesses will only be considered after the determination that an insufficient number of offers from responsible, small business concerns were received. At least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier, the evaluation will proceed to the next higher tier until award can be made. All responsible, competitive offers in a single tier will be considered equally for award. The tiered order of precedence for considering offers is (from first to last):

- (a) Socially and economically disadvantaged business (SEDB) expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) program;
- (b) Service-disabled veteran owned small business (SDVOSB);
- (c) Small business (SB); and
- (d) Other than small business.

#### M004. Technical Evaluation Criteria

**Criteria #1: Past Experience.** The Government may contact customers identified by the offeror to assess **items 1-5** below. The Government may use information obtained from other than the sources identified by the offeror. Performance information obtained may be used for both the responsibility determination and the best value decision. New contractors or contractors with non-relevant project experience may be rated less favorably.

Contractor proposals must reference **two (2)** successfully completed projects within the last **five** years that were valued at **\$5,000,000.00 or higher**. Contractors providing any projects **under \$5,000,000.00** may be evaluated less favorably than contracts valued over \$5,000,000.00.

The referenced projects must be similar in scope and complexity to the work described in this request for offer (**Part 1 - Section C**).

The referenced projects must demonstrate experience working in light industrial/institutional type facilities containing computer, electronics, administrative and electrical/mechanical support space. Of the two referenced projects, one must demonstrate experience with mechanical systems, which includes chillers, cooling towers, pumps and automated controls. One of the two referenced projects must demonstrate working in an operational environment, i.e. the mechanical plant, equipment/computer rooms, etc. remained operational and accessible during construction.

The **two (2)** referenced projects will be technically evaluated and scored, per project, as follows:

<i>Criteria #1: Past Performance — Assessment Descriptions</i>	<i>Scoring per Project</i>
<b>Item 1: Relevance of the two referenced projects previously performed and completed (4 Total Points Possible).</b>	
• Offeror provided complete, relevant information illustrating the referenced project(s) was/were similar in nature to the scope and complexity outlined in Part 1 – Section C.	<b>2 Points</b>
• Offeror provided incomplete information or information was non-existent.	<b>0 Points</b>
<b>Item 2: Demonstration of Safety (4 Total Points Possible).</b>	
• Offeror provided evidence that a company safety policy was in place for the referenced project(s) and the safety policy was enforced.	<b>2 Points</b>
• Offeror provided incomplete information or information was non-existent.	<b>0 Points</b>
<b>Item 3: Demonstration of offerors ability to maintain project schedule to within 15% of original contract completion date. Provide the original scheduled contract completion dates for the two referenced projects at time of contract awards. Provide actual completion dates showing when the customers took ownership (4 Total Points Possible).</b>	
• Offeror provided evidence illustrating referenced project(s) did not exceed a 15% schedule extension.	<b>2 Points</b>
• Offeror provided an explanation as to why referenced project(s) exceeded a 15% schedule extension.	<b>1 Point</b>
• Offeror provided incomplete information or information was non-existent.	<b>0 Points</b>
<b>Item 4: Demonstration of offerors ability to manage project costs to within</b>	

<b>8% of the original contract amount. Provide the original award amounts for the two referenced projects and provide the final contract amounts when the customers took ownership (4 Total Points Possible).</b>	
• Offeror provided evidence illustrating referenced project(s) remained within 8% of the contract award amount(s).	<b>2 Points</b>
• Offeror provided an explanation as to why referenced project(s) exceeded 8% of the contract award amount(s).	<b>1 Point</b>
• Offeror provided incomplete information or information was non-existent.	<b>0 Points</b>
<b>Item 5: Demonstration of ability to follow customer's rules and regulations (e.g. contract requirements, building codes, etc) (4 Total Points Possible).</b>	
• Offeror provided an explanation illustrating governing documents and regulations were followed during referenced project(s).	<b>2 Points</b>
• Offeror provided incomplete information or information was non-existent.	<b>0 Points</b>

**Criteria #2: Qualifications of Key Personnel.** Identify key personnel assigned to the referenced project. Include Project Manager, Superintendent, Quality Assurance Manager, and Safety Manager. Provide resume information such as years of experience, employment history, education, training, accomplishments, licenses, certificates, etc.

<b><i>Criteria #2: Qualifications of Key Personnel</i></b>	<b><i>Scoring</i></b>
• Offeror provided complete, relevant information illustrating personnel's ability to perform the scope outlined in Part 1 – Section C.	<b>2 Points</b>
• Offeror provided incomplete information or information was non-existent.	<b>0 Points</b>

**M005.Past Performance .**

The offeror has completion of **two (2)** projects similar in size and complexity to the attached scope of work and completed within the last five (5) years. On a scale of 1-5, the average score must be **4.0 or higher** on each Customer Satisfaction Survey (CSS). If any unsatisfactory references are given, the offeror will be given an opportunity to respond before an evaluation of Acceptable or Unacceptable is determined.

Offerors' are advised that the Government reserves the right to use and evaluate other sources to compile past performance history, including, but not limited to, other customer references, other agency references, social media, etc. Other sources may be used in calculation of a firm's relative ranking, in addition to the data presented in the technical proposal. Contractor will have an opportunity to address negative references.

**M006. Consideration of Price.** The offeror shall submit pricing information as prescribed in PART I - SECTION B of the request for offers. The Government is seeking the best combination of technical attributes and price, evaluated on an equally weighted basis. The award may go to other than the lowest-priced offeror: A contractor with a more highly rated technical proposal and higher price may receive the award over a contractor with a lower rated technical proposal and lower price. An offeror's low-priced proposal may be considered as reflecting on an offeror's understanding of the project and/or risk associated with their proposal, and proposals may be eliminated from consideration based upon price alone, prior to technical evaluation.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

**M007. Submission of Proposal.** Directions for submitting proposal: See Part IV, Section L.

**M008. Consideration of Proposal:**

The offeror must submit pricing information as prescribed in **PART I - SECTION B** of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise