


SOLICITATION, OFFER AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DTFASA-17-R-00370	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	3. DATE ISSUED 03/21/2017	PAGE OF PAGES 1 57
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IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/ PURCHASE REQUEST NO. WS-17-00657	6. PROJECT NO.
7. ISSUED BY FEDERAL AVIATION ADMINISTRATION WESTERN SERVICE AREA 1601 LIND AVE SW AAQ-530-ANM ACQUISITION GROUP RENTON WA 98057	CODE AAQ530ANM-AFN	8. ADDRESS OFFER TO cindi.tjelde@faa.gov
9. FOR INFORMATION CALL: 	A. NAME Cynthia Tjelde	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425-227-2690

SOLICITATION

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

10. THE CONTRACT AUTHORITY REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

See attached Solicitation No. DTFASA-17-R-00370

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>60</u> calendar days after receiving <input type="checkbox"/> award <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in item 12B.)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1700</u> (hour) local time <u>04/25/2017</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address. The solicitation number, and the date and time offers are due.	
B. An offer guarantee <input type="checkbox"/> is. <input checked="" type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>60</u> calendar days for Contract Authority acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (MUST BE FULLY COMPLETED BY OFFEROR)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) E-Corp 1598 N Hill Field Rd, Ste. B Layton, UT 84041	15. TELEPHONE NO. (Include area code) 801-771-0933 16. REMITTANCE ADDRESS (Include only if different than item 14)
CODE 3F3Q3 FACILITY CODE	

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

AMOUNTS 

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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


AMENDMENT NO										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Shaun Froelich, President	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Contract Authority)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	 ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
26. ADMINISTERED BY CODE AAQ530ANM-AFN FEDERAL AVIATION ADMINISTRATION WESTERN SERVICE AREA 1601 LIND AVE SW AAQ-530-ANM ACQUISITION GROUP RENTON WA 98057		27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u> 1 </u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Contract Authority solicitation and your offer, and (b) this contract award. No further contractual document is necessary.		
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) Shaun Froelich, President	31A. NAME OF CONTRACTING OFFICER (Type or print) Cynthia A. Tjelde		
30B. SIGNATURE	30C. DATE	31B. CONTRACT AUTHORITY BY	31C. AWARD DATE

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
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OF

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Delivery: 60 Days After Notice to Proceed Delivery Location Code: 4699129F 4699129F 699129 DOT FAA TWSCZOA ZOA OAKLAND CA ARTCC WP2102 5125 CENTRAL AVE F FREMONT CA 945366531 US Period of Performance: 05/01/2017 to 10/31/2017 RESTROOM REMODEL AT OAKLAND ARTCC Electronic & IT: 03				

Section B - Supplies or Services/Prices

B001. PRICES/COSTS: The Contractor is required to furnish all labor, tools, materials, services, equipment, transportation, insurance, bonds, security notifications, submittals, supervision, licenses, permits, state sales taxes and fees in accordance with applicable federal, state, and local regulatory requirements for the demolition, abatement, and renovation of the Administration Building Basement Restroom at the Oakland Air Route Traffic Control Center (ARTCC) in Fremont, CA, in accordance with the specifications, drawings, contract clauses, and applicable wage rates.

<u>Contract Line Item</u>	<u>Description</u>	<u>Materials</u>	<u>Labor</u>	<u>Total</u>
001	Restroom Renovation Project	\$ _____	\$ _____	\$ _____

Please provide a breakdown of pricing as follows:

Breakdown of Pricing

	<u>Description</u>	<u>Materials</u>	<u>Labor</u>	<u>Total</u>
001	General Condition	\$ _____	\$ _____	\$ _____
002	Abatement	\$ _____	\$ _____	\$ _____
003	Site Work and Demolition	\$ _____	\$ _____	\$ _____
004	Concrete	\$ _____	\$ _____	\$ _____
005	Masonry	\$ _____	\$ _____	\$ _____
006	Thermal Protection	\$ _____	\$ _____	\$ _____
007	Doors, Frames, and Door Hardware	\$ _____	\$ _____	\$ _____
008	Finishes	\$ _____	\$ _____	\$ _____

009	Restroom Accessories	\$ _____	\$ _____	\$ _____
010	Janitorial Closet Accessories	\$ _____	\$ _____	\$ _____
011	Plumbing	\$ _____	\$ _____	\$ _____
012	HVAC	\$ _____	\$ _____	\$ _____
013	Electrical	\$ _____	\$ _____	\$ _____
014	Utilities	\$ _____	\$ _____	\$ _____
015	Temporary Janitorial Closet and Functionality	\$ _____	\$ _____	\$ _____
016	Structural Steel Planks	\$ _____	\$ _____	\$ _____
017	Structural Analysis of Steel Planks	\$ _____	\$ _____	\$ _____
<u>TOTALS</u>		\$ _____	\$ _____	\$ _____

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.

In the event of any disparity between the CLIN price and the breakdown in pricing, the CLIN price will be deemed correct. The breakdown in pricing is for information only and will be utilized to assist in evaluating offers against the Independent Government Cost Estimate (IGCE).

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.

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B002. FAA INSURANCE REQUIREMENTS: Worker's compensation and employer's liability.

a. The Contractor is to procure and maintain during the entire period of performance under this contract the following minimum insurance.

<u>Type</u>	<u>Amount</u>
<u>Automobile Liability</u>	\$ 200,000 per person
Bodily Injury Liability	\$ 500,000 per occurrence
Property Damage	\$ 20,000 per occurrence
<u>Comprehensive General Liability</u>	
Bodily Injury	\$100,000/\$500,000
<u>Workers' Compensation and Employers' Liability</u>	
Workers' Compensation and Occupational Disease	Statutory
Employer's Liability	\$100,000

B003. SET-ASIDE DETERMINATION:

This procurement is being set aside exclusively for competition among ALL Small Business Concerns. Offerors' business size will be verified by NAICS code and through their System for Award Management (SAM.gov) account. SBA 8(a) and Service Disabled Veteran Owned Small Businesses are encouraged to submit an offer.

APPLICABLE NAICS CODE: **236210 - Industrial Building Construction**, with a size standard of \$36.5 Million.

B004. PERIOD OF PERFORMANCE. 60 calendar days after issuance of Notice to Proceed (NTP).

B005. SITE VISIT. A site visit for this project will be held on **Tuesday, April 11, 2017, at 10:00 a.m.** The site visit is not mandatory, but *highly* encouraged, so that the offeror and potential subcontractors can see the facility's layout, understand security processes, fully understand the scope of the project, and provide accurate pricing for the project. Please RSVP for the site visit by contacting Woody Dias at woody.dias@faa.gov or (310)725-7725 by 4:00 p.m. (Pacific Time) on Thursday, April 6, 2017. Any attempts to RSVP past the deadline date may not be approved.

B006. BADGES. Offeror is responsible for obtaining all necessary badges prior to the issuance of the NTP. The badging process should begin immediately after award to ensure the security department has enough time to process requests before the project starts. See specifications for additional information regarding the badging process.

B007. Per **clause 3.2.2.3-41 Performing Work (July 2004)**, the Prime Contractor is required to perform **15%** of the work with their own forces. See Section I for the complete details.

ESTIMATED PRICE RANGE FOR THIS PROJECT IS BETWEEN \$100,000.00 AND \$300,000.00.

Section C - Description/Specifications

See Attachment 1 - Specifications.

Section D - Packaging and Marking

Not used.

Section E - Inspection and Acceptance

Clauses

3.10.4-10 INSPECTION OF CONSTRUCTION (SEP 2009)

3.10.4-11 INSPECTION - DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (APR 1996)

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

Section F - Deliveries or Performance

Clauses

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

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(End of clause)

3.10.1-11 GOVERNMENT DELAY OF WORK (APR 1996)

3.10.1-24 NOTICE OF DELAY (MAR 2009)

Section G - Contract Administration Data

Clauses

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

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(End of clause)

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

3.10.1-23 CONTRACTING OFFICER'S REPRESENTATIVE-CONSTRUCTION CONTRACTS (APR 2012)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Representatives (CORs). The Contracting Officer will provide written notice of COR appointment(s), setting forth the authorities and limitations, to the Contractor within 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)

G001. Correspondence

Proper routing and distribution of correspondence is required to ensure that the Contracting Officer has knowledge of pertinent actions taken relating to the contract. **The Contractor must cc: cindi.tjelde@faa.gov on ALL written correspondence provided to the Contracting Officer's Representative (COR), including transmittal letters.** Submittals accompanying transmittal letter to the COR need not be forwarded to the Contracting Officer.

G002. Invoice Submission

Partial payments based on actual project completion are authorized under this contract. Payment will be made at a rate of 100% of progress, without retainage, until the project has reached **85%** of the project value. The remainder will be paid upon project completion and acceptance.

Payrolls must be submitted along with any application for payment. Fringe benefits paid, if any, must be clearly identified. See contract clause 3.2.2.3-56 Schedule for Construction Contracts (July 2004,) for additional application for payment requirements.

G003. Subcontract Acknowledgement

Within **ten (10) calendar days** after contract award of any tier subcontract for performance or work at the construction site, the contractor must deliver to the Contracting Officer an executed **SF 1413. Statement and Acknowledgement form** by which the contractor and the subcontractor acknowledges that the labor standard clauses of this contract have been included in the subcontract and in any lower tier subcontract awarded by her/him for work under this contract (also reference contract clause 3.6.2-22 Subcontracts (Labor standards)). The Contracting Officer will furnish copies of the form to the contractor. Nothing contained in this contract creates any contractual relationship between a subcontractor and the Government.

G004. Bond Requirement:

Bid, Performance and Payment bonds are required and shall be submitted **within ten (10) calendar days** of written notice of contract award. The penal sums are as follows:

- a. The contractor is required to submit a performance bond in a penal amount equal to 100% of the contract price within the time stated above.
- b. The contractor is required to submit a payment bond in a penal amount equal to 100% of the contract price within the time stated above.

Section H - Special Contract Requirements

Clauses

3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 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: Adobe digital signatures and scanned signatures.

(End of Clause)

3.8.2-17 KEY PERSONNEL AND FACILITIES (MAY 1997)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Contractor's Project Manager
On-Site Superintendent

(End of clause)

H001. Clean Up and Waste Disposal

The worksite, including storage areas, must be kept clean and orderly during the progress of this project. The Contractor must collect all waste materials, debris, and rubbish and dispose of them in an on-site enclosed container, supplied by the contractor. See section 017700 – Closeout Procedures in the attached Specifications for additional information regarding additional clean up and waste disposal requirements.

H002. Applicable Minimum Hourly Rates of Wage

(a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers employed on contracts of a similar character in the locality where this work is to be performed.

(b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.

(c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

NOTE: THE DAVIS-BACON ACT IS APPLICABLE (SEE CONTRACT CLAUSES). REFERENCE THE ATTACHED GENERAL WAGE DECISION NO. CA170029, DATED 3/10/2017, FOR ALAMEDA COUNTY IN THE STATE OF CALIFORNIA (SEE SECTION "J"). THIS WAGE DECISION IS HEREBY INCORPORATED INTO THIS SCREENING INFORMATION REQUEST (SIR) AND WILL BE A PART OF ANY RESULTANT CONTRACT.

H003. Submittals

See the Scope of Work/Specifications for required submittals.

Section I - Contract Clauses***Clauses*****3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 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)

3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 1997)**3.2.2.3-33 ORDER OF PRECEDENCE (MAR 2009)****3.2.2.3-41 PERFORMING WORK (JUL 2004)**

The Contractor (you) must perform, using your own organization, work equivalent to at least 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)

3.2.2.3-42 DIFFERING SITE CONDITIONS (JUL 2004)**3.2.2.3-43 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (JUL 2004)****3.2.2.3-45 MATERIAL AND WORKMANSHIP (JUL 2004)****3.2.2.3-46 SUPERVISING THE CONTRACT WORK (JUL 2004)****3.2.2.3-47 PERMITS AND RESPONSIBILITIES (JUL 2004)****3.2.2.3-48 OTHER CONTRACTS (MAR 2009)****3.2.2.3-49 PROTECTING EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (JUL 2004)****3.2.2.3-50 PROPERTY PROTECTION (OCT 2014)****3.2.2.3-51 OPERATIONS AND STORAGE AREAS (APR 2012)****3.2.2.3-52 USE AND POSSESSION BEFORE THE PROJECT IS COMPLETE (JUL 2004)****3.2.2.3-53 CLEANING UP AND ROADWAY MAINTENANCE (JUL 2004)**

3.2.2.3-54 PREVENTING ACCIDENTS (JUL 2004)**3.2.2.3-55 AVAILABILITY AND USE OF UTILITY SERVICES (JUL 2004)****3.2.2.3-56 SCHEDULES FOR CONSTRUCTION CONTRACTS (JUL 2004)****3.2.2.3-58 LAYOUT OF WORK (MAR 2009)****3.2.2.3-59 ORGANIZATION AND DIRECTION OF THE WORK (JUL 2004)****3.2.2.3-60 SPECIFICATIONS, DRAWINGS, AND MATERIAL OFFERS (MAR 2009)****3.2.2.3-60 SPECIFICATIONS, DRAWINGS, AND MATERIAL OFFERS (MAR 2009) - ALTERNATE II (JUL 2004)**

(a) If either the specifications or the drawings (but not both) mention tasks, the Contractor (you) must assume that the tasks are in both. If the drawings and specifications differ, the specifications govern. If there is a discrepancy in the figures, in the drawings, or in the specifications, submit the matter promptly to the Contracting Officer (CO), who will promptly determine which governs, and notify you in writing. Any adjustment you make without the CO's determination is at your own risk and expense. From time to time the CO will provide necessary detailed drawings and other information, unless otherwise provided.

(b) Wherever in the specifications or the drawings FAA (we, our) uses "directed," "required," "ordered," "designated," "prescribed," or similar words, they refer to the CO's requirements. Similarly, "approved," "acceptable," "satisfactory," or similar words refer to the CO's approval, unless otherwise expressly stated. You must have a complete set of plans and specifications on site and available for our use.

(c) Where we use "as shown," "as indicated," "as detailed," or similar words, they refer to the drawings accompanying this contract, unless stated otherwise. The word "provided" means "provided and installed."

(d) Omissions from the drawings and specifications or the erroneous description of details of work which are necessary to carry out the intent of the drawings and specifications, or which are customarily performed, does not relieve you from performing those omitted or erroneously described details of the work. You must perform them as if fully and correctly set forth and described in the drawings and specifications.

(e) You must check all drawings we provide to you before starting work and must promptly notify the CO of any discrepancies. In general you should follow figures marked on drawings, rather than scale measurements. In general, large scale drawings have precedence over small scale drawings. You must compare all drawings and verify the figures before laying out the work. If you do not verify the figures, you will be responsible for any errors you might have avoided had you verified them.

(f) "Shop drawings" means drawings, you or any subcontractor submit to us under a construction contract, showing in detail the proposed fabrication and assembly of structural elements and the installation (that is, form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules,

performance and test data, and similar materials you provided to explain in detail specific portions of the work the contract requires.

FAA may duplicate, use, and disclose in any manner and for any purpose shop drawings you deliver under this contract.

(g) If this contract requires material offers (for example, shop drawings, catalog cuts, certificates of conformance), you must coordinate all of your offers, and review them for accuracy, completeness, and compliance with contract requirements. You must provide evidence that you approve the submittals. If you submit materials to us without this evidence, we may return them and ask you to resubmit them. The CO will indicate whether he or she approves or disapproves your offer, and if the CO does not approve it as submitted, will indicate our reasons for rejecting it. Any work done before the CO's approval is at your risk. The CO's approval does not relieve you from responsibility for any errors or omissions in the submittals, nor from responsibility for complying with the contract requirements, except as described under (h).

(h) If your submittals vary from the contract requirements, you must describe the variations in writing, separate from the submittal, when you submit them. Send this description, a copy of the offer, and a proposal to incorporate it into the contract directly to the CO. If the CO approves a variation, the CO must issue an appropriate contract modification, unless the variation is minor or does not involve a change in price or in time of performance.

(i) You must submit to the CO for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. The CO will keep three sets (unless otherwise indicated) of all offers and will return one set to you.

(j) You must insert this clause, with appropriate changes in the designation of the parties, in all subcontracts.

(k) When you finish the work under this contract, you must provide 4 complete sets of all shop drawings as we finally approve them. These drawings must show all changes and revisions made up to the time you finish the work and we accept it.

(End of clause)

3.2.2.3-62 PRECONSTRUCTION CONFERENCE (JUL 2004)

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

(End of clause)

3.2.2.3-66 CONTRACTOR'S DAILY LOG (JUL 2004)

3.2.2.3-68 SAFETY AND HEALTH (OCT 2014)

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

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

(1) Perform a hazards analysis of the work specified in this contract. Consider both the site and adjacent conditions. Identify all significant hazards. Some of the hazards you might encounter are electrical hazards, slips, trips, falls, power tools, etc.

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

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

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

(End of clause)

3.2.2.3-69 SUBCONTRACTS - CONSTRUCTION (JUL 2004)

3.2.2.3-69 SUBCONTRACTS - CONSTRUCTION (JUL 2004) - ALTERNATE I (JUL 2004)

3.2.2.3-71 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (JUL 2004)

The Contractor (you) must

(a) begin work under this contract within **5 calendar days** after the date you receive the notice to proceed,

(b) perform the work diligently, and

(c) complete the entire work ready for use not later than 60 calendar days. The time allowed for completion must include final cleanup of the premises.

(End of clause)

3.2.2.3-83 PROHIBITION AGAINST CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (OCT 2015)

3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 2011)

3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)

3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 1996)

3.2.5-3 GRATUITIES OR GIFTS (JAN 1999)

3.2.5-4 CONTINGENT FEES (OCT 1996)

3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2010)

3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)**3.3.1-2 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (APR 1996)****3.3.1-9 INTEREST (SEP 2009)****3.3.1-15 ASSIGNMENT OF CLAIMS (APR 1996)****3.3.1-19 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2009)****3.3.1-20 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (OCT 2012)****3.3.1-31 PROGRESS PAYMENTS (NOV 2000) - ALTERNATE I (NOV 1997)**

Substitute the following paragraphs (a)(1) and (a)(2) in the basic clause

Progress payments shall be made to the Contractor when requested as work progresses, but not more frequently than monthly in amounts approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, each progress payment shall be computed as

(i) 85 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus

(ii) Progress payments to subcontractors (see paragraph (j) below), all less the sum of all previous progress payments made by the Government under this contract.

(iii) Cost of money is allowable subject to the requirements of clause 3.3.2-1, "FAA Cost Principles".

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless"

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(A) Materials issued from the Contractor's stores inventory and placed in the production process for use on this contract.

(B) Direct labor, direct travel, and other direct in-house costs.

(C) Properly allocable and allowable indirect costs.

(iii) Accrued costs of Contractor contributions under employee pension or other postretirement benefit, profit sharing, and stock ownership plans shall be excluded until actually paid unless--

(A) The Contractor's practice is to contribute to the plans quarterly or more frequently; and

(B) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contributions remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(iv) If the contract is subject to the special transition method authorized in Cost Accounting Standard (CAS) 410, Allocation of Business Unit General and Administrative Expense to Final Cost Objective, General and Administrative expenses (G&A) shall not be included in progress payment requests until the suspense account prescribed in CAS 410 is less than--

(A) Five million dollars; or

(B) The value of the work-in-process inventories under contracts entered into after the suspense account was established (only a pro rata share of the G&A allocable to the excess of the inventory over the suspense account value is includable in progress payment requests under this contract).

(3) The Contractor shall not include the following in total costs for progress payment purposes in subparagraph (a)(1)(i) above:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(4) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(5) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(6) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand subject to an interest rate based upon the U.S. treasury rate calculated

from the time the excess payment was received by the contractor until such time as the reimbursement is received by the Government

(b) Liquidation. Except as provided in termination clauses of the contract, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) 'Property', as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the contract default clause,

(1) The Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and

(2) Title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the contract default clause. The Government shall be liable for no payment except as provided by the contract default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall

(i) excuse the Contractor from performance of obligations under this contract or

(ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Finance payments to subcontractors. The amounts mentioned in (a)(1)(ii) above shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to (i) the unliquidated remainder of progress payments made plus (ii) for small business concerns any unpaid subcontractor requests for progress payments that the Contractor has approved for current payment in the ordinary course of business.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause at 3.3.1-31, Progress Payments, for any subcontractor that is a large business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Shall indicate that the Contractor, and not the Government, awards the subcontract and administers the progress payments. (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government for valid reasons not limited to (A) default of the Contractor, or (B) bankruptcy or or insolvency of the subcontractor.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to clause 3.3.1-32 -Performance-Based Payments;

(ii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government for valid reasons, not limited to --

(A) the default of the Contractor; or

(B) The bankruptcy or insolvency of the subcontractor.

(5) If the financing payments are in the form of commercial item financing payments, the subcontract or interdivisional order concerning payments subordinates all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(i) The Contractor defaults; or

(ii) The subcontractor becomes bankrupt or insolvent.

(6) The progress payment rate in the subcontract is 80% unless the subcontractor specifies a lesser amount. If the subcontractor is a small business concern, the progress payment rate may be up to 85%.

(7) The parties agree concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, that the proceeds shall be applied to reducing any unliquidated progress payments by the Government to the Contractor under this contract.

(8) If no unliquidated progress payments to the Contractor remain, but there are unliquidated progress payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) The Contractor shall pay the subcontractor's progress payment request under subdivision (j)(1)(ii) above, within a reasonable time after receiving the Government progress payment covering those amounts.

(10) To facilitate small business participation in subcontracting under this contract, the Contractor agrees to provide progress payments to small business concerns of up to 85%. The Contractor further agrees that the need for such progress payments shall not be considered as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefined Contract Actions.

Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefined contract actions. A contract action' is any action resulting in a contract, including contract modifications for

additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(End of clause)

3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(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. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, <https://www.vip.vetbiz.gov>.

(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)

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT (AUG 2012)

3.3.2-1 FAA COST PRINCIPLES (JAN 2016)

3.4.1-4 PERFORMANCE BOND REQUIREMENTS (OCT 2010)

3.4.1-5 PAYMENT BOND REQUIREMENTS (APR 1996)

3.4.1-6 ADDITIONAL BOND SECURITY (APR 1996)

3.4.1-7 NOTICE TO PROCEED (APR 1996)

3.4.1-10 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JUL 1996)

3.4.1-12 INSURANCE (JUL 1996)

3.4.2-6 TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)

3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES - FIXED PRICE CONTRACT (APR 2013)

3.6.1-1 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JAN 2010)

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (APR 2016)

3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (OCT 2016)

3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JAN 2012)

3.6.2-2 CONVICT LABOR (APR 1996)

3.6.2-9 EQUAL OPPORTUNITY (AUG 1998)

3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (JAN 2011)

3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (JAN 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

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

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:

(1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

3.6.2-18 DAVIS BACON ACT (OCT 2010)

3.6.2-19 WITHHOLDING-LABOR VIOLATIONS (APR 1996)

3.6.2-20 PAYROLLS AND BASIC RECORDS (APR 2011)

3.6.2-21 APPRENTICES, TRAINEES, AND HELPERS (OCT 2010)

3.6.2-22 SUBCONTRACTS (LABOR STANDARDS) (OCT 2010)

3.6.2-23 CERTIFICATION OF ELIGIBILITY (APR 1996)

3.6.2-24 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (OCT 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: **25.6%**

Goals for female participation: **6.9%**

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

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

(1) Name, address, and telephone number of the subcontractor,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUG 1998)

3.6.2-39 TRAFFICKING IN PERSONS (OCT 2015)

3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (SEP 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.

3.6.2-44 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JAN 2012)

3.6.3-12 ASBESTOS - FREE CONSTRUCTION (APR 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 with final payment request 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)

3.6.3-13 AFFIRMATIVE PROCUREMENT OF RECYCLED CONTENT AND PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (OCT 2016)

3.6.3-14 USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (OCT 2016)

3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)

3.6.3-17 EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (OCT 2016)

3.6.3-21 EFFICIENCY IN WATER CONSUMING PRODUCTS AND SERVICES (OCT 2016)

3.6.3-22 CONSTRUCTION WASTE MANAGEMENT (OCT 2016)

(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 Contract must implement the approved Waste Management Plan during the term of the contract.

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

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

(1) FAA facility name and address, report date and reporting period, and contract number and project number;

(2) Pick up date;

(3) Waste material type;

(4) Disposed C&D waste weight in short tons less container weight, method of waste material disposal, and reason why waste was not diverted;

(5) Recycled waste weight in short tons less container weight;

(6) Composted waste (off-site) weight in short tons less container weight;

(7) Reused materials weight in short tons less container weight; and

(8) Total weight of C&D waste (i.e., sum of disposed, recycled, composted, and reused waste) in short tons less container weight.

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

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)

3.6.3-23 DELIVERY OF ELECTRONIC AND PAPER DOCUMENTS (OCT 2016)

3.6.3-24 ASBESTOS NESHAP COMPLIANCE (OCT 2015)

3.6.4-3 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (OCT 2014)

(a) The Buy American Act (41 U.S.C. Sec. 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:

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)

3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2010)

3.9.1-1 CONTRACT DISPUTES (OCT 2011)

3.9.1-2 PROTEST AFTER AWARD (AUG 1997)

3.10.1-7 BANKRUPTCY (APR 1996)

3.10.1-8 SUSPENSION OF WORK (SEP 1998)

3.10.1-15 CHANGES-CONSTRUCTION, DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (JUL 1996)

3.10.1-16 CHANGES AND CHANGED CONDITIONS (APR 1996)

3.10.1-19 MODIFICATION COST PROPOSAL - PRICE BREAKDOWN (CONSTRUCTION) (JUL 1996)

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

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

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

(End of clause)

3.10.1-20 WARRANTY-CONSTRUCTION (JUL 1996)

3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCT 2007)

3.10.1-26 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (APR 2013)

3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APR 1996)

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

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

3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (OCT 2001)

3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JAN 2011)

3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2012)

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JUL 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:

Level 1 - Low Risk.

(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:

See specifications – page 24 for point of contact.

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)

3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APR 2014)

Section J - List of Documents, Exhibits and Other Attachments*List of Documents, Exhibits, and Other Attachments*

Attachment Number	Title	Number of Pages	Date
1	Specifications	279	Nov. 2015
***	Drawings ***as an attachment to the Specifications	10	Jun. 2015
2	Customer Satisfaction Survey	2	Mar 2017
3	SF-1413 Sub-contractor form	1	Mar 2017
4	Davis Bacon Wage Determination	54	Mar 2017
5	Construction Waste Management Plan	4	Mar 2017

Section K - Representations, Certifications, and Other Statements of Bidders

Clauses

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

3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JUL 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: ___ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 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)

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)

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

(End of provision)

3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 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(l)(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 (OCT 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 submittal of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Provision)

3.2.2.3-82 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (JUL 2012)

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2016)

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

(i) All representations and certifications as reflected in the System for Award Management (SAM) are current and accurate as of the date the proposal/offer is submitted. The offeror shall provide immediate written notice to the Contracting Officer if at any time prior to award the Offeror and/or any of its Principals learns that any certification or representation in SAM was erroneous when this proposal/offer was submitted or has become erroneous by reason of changed circumstances. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, <https://www.vip.vetbiz.gov>.

(ii) The Offeror and/or any of its Principals-

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1) (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)

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

3.3.1-35 CERTIFICATION OF REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (AUG 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)

3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (MAR 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other

storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

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

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

(End of provision)

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (MAY 1997)

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

(End of provision)

3.6.3-4 RECYCLED CONTENT PRODUCTS CERTIFICATION (OCT 2016)

3.6.4-19 PROHIBITION CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATED TO IRAN- REPRESENTATION AND CERTIFICATIONS (APR 2013)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any other entity owned or controlled by, or person controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any other entity owned or controlled by, or person controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act 50 USC 1701 et. seq. (see the Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List on their website).

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance. (End of provision)

3.13-4 CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (AUG 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)

Section L - Instructions, Conditions, and Notices to Offerors

Clauses

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 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 (JUL 2004)

3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JUL 2004)

3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JUL 2004)

3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JUL 2004)

3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JUL 2004)

3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JUL 2004)

3.2.2.3-17 PREPARING OFFERS (JUL 2004)

3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (MAR 2009)

3.2.2.3-19 CONTRACT AWARD (JUL 2004)

3.2.2.3-20 ELECTRONIC OFFERS (JUL 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means : email only. 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 cindi.tjelde@faa.gov.**

(f) If you choose 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 (OCT 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)

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

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

(b) Site visits may be arranged during normal duty hours by contacting (by 4:00 p.m. Thursday, April 6):

Name: Woody Dias
 Address: Email: Woody.Dias@faa.gov
 See B005 (page 3) L for details re: site visit
 Telephone:(310)725-7725

(End of provision)

3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of a firm, fixed price contract resulting from this Screening Information Request.

(End of provision)

3.3.1-29 NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS (NOV 1997)**3.9.1-3 PROTEST (OCT 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, but is not limited to, the content set forth herein. **Submit offers via email to cindi.tjelde@faa.gov by the required due date. All technical and business proposal areas must be fully addressed.** 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. Offerors are advised that the government reserves the right to use and evaluate any and all available pertinent information, in addition to the data presented in the technical proposal.

*****Please note that email submissions must have a total file size of less than 5 MB. If your email size is above 5MB, reduce the number of attachments and email your offer in multiple emails.*****

1. Business Proposal NOTE: The business proposal **MUST** be a **physically separate file** and not be combined with the technical proposal. It shall include:

- a) Cover letter stating that **no exceptions** are taken to any specification requirements or contract terms and conditions, **or** provide 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 form)
- c) Part I, Section B, PRICE SCHEDULE
- d) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

2. Technical Proposal, see "Section M" for full details, it must include:

- 1. Contractor Past Experience**
- 2. Key Personnel Minimum Qualifications**
- 3. Contractor Past Performance**
- 4. Abatement Contractor Minimum Qualifications**

L002. Submission Date and Place:

The due date for receipt of offers is **April 25, 2017** at 5:00 PM, Pacific time.

Email offers to cindi.tjelde@faa.gov

L003. SOLICITATION QUESTIONS

Should you need a clarification or interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted *at least five (5) days prior to the proposal due date*. Submit your request to cindi.tjelde@faa.gov. **Telephonic requests will not be accepted.** The offer must provide a company name, address, telephone number, and email address with their request. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS

Section M - Evaluation Factors for Award

M001. EVALUATION FACTORS FOR AWARD

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers, without discussions, or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. **The Government will make award to the contractor offering the lowest priced, technically acceptable offer.**

Prospective Offerors are required to submit a complete technical proposal as discussed herein. Proposals will be technically evaluated as either "Acceptable" or "Unacceptable" on the basis of the following criteria. Any proposal determined to be "Unacceptable" in any evaluated area, criteria, or sub-element thereof, will render the entire proposal to be unacceptable and therefore rejected from further consideration. The FAA reserves the right to evaluate any and all available information to determine acceptability.

An Offeror must meet the following qualifications in order to be eligible for award:

- **Criterion #1. Contractor Past Experience:** Contractor must have *successfully* completed:
 - 1) Two (2) multi-discipline projects of similar size and complexity to this project, within the past five (5) years, for any government agency or commercial entity.
 - 2) One (1) commercial asbestos abatement project of similar size and complexity to this project, within the past three (3) years for any government agency or commercial entity.

For each project, the following information is to be provided:

- 1) Project title, description, and contract number
- 2) Contact person, business address, phone numbers, and/or email address
- 3) Dollar value
- 4) Scope of Work
- 5) Award date and completion date
- 6) How the project was similar in size and complexity
- 7) Describe whether you were able to maintain schedule through the duration of the project and whether the entire project was completed timely. If no, describe the circumstances surrounding the situation and your efforts to complete the project as close to the projected completion date as possible.
- 8) Any relevant information that would reflect on the offeror's ability to meet contract requirements.

Standard for Evaluation: The standard is met when:

- The offeror has provided ample documentation to show they have met or exceeded both minimums.
- **Criterion #2. Key Personnel:** Project Manager and Superintendent/Foreman must be an employee for the contractor *and* have the following minimum qualifications:

Project Manager

- 1) At least five (5) years' experience *as Project Manager*. Provide Project Manager's resume *with work history*.

Superintendent

- 1) At least five (5) years' experience as Superintendent. Provide Superintendent's resume *with work history*.

Standard for Evaluation: The standard is met when:

- The offeror has demonstrated that its Key Personnel have the required minimum qualifications.
- **Criterion # 3. Past Performance:**

1) Contractor Past Performance: The offeror is required to have at least two (2) customer satisfaction surveys (CSS's), for projects similar in size and scope, completed and returned to this office, c/o Cindi Tjelde, by a third party reference. At least one (1) of the customer satisfaction surveys should be from one (1) of the projects listed under Criteria #1. It is advised that the applicant distribute more than two (2) CSS's to third party references as not all are returned, and receipt of less than two (2) could lead to the offeror's disqualification. It is also advised that each applicant verify receipt of the requisite number of CSS's before the solicitation deadline.

Standard for Evaluation: This standard is met when:

- Satisfactory references are obtained and the work is deemed to be of a similar size and scope as the requirements for this solicitation. On a scale of 1-6, the average score for each survey must be 5.0 or higher. Work must have been performed during the **past five (5) years**. If any unsatisfactory references are received, the offeror will be given an opportunity to respond before an evaluation of Acceptable or Unacceptable is determined.
- **Criterion # 4. Abatement Contractor Minimum Qualifications:** The abatement subcontractor for this project must have the following minimum qualifications:

1) At least five (5) years' experience in asbestos abatement. Provide resume *with work history*.

Standard for Evaluation: This standard is met when:

- The offeror has demonstrated that its abatement contractor has met the required minimum qualifications.

M002. CONSIDERATION OF PRICE

The offeror shall 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 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 shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.