


<b>SOLICITATION, OFFER AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 697DCK-20-R-00248	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	3. DATE ISSUED 06/26/2020	PAGE OF PAGES 1   70

**IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/ PURCHASE REQUEST NO. ES-20-00908	6. PROJECT NO.
7. ISSUED BY CODE AAQ520FTW-AFN  FEDERAL AVIATION ADMINISTRATION AAQ-500 - REGIONAL ACQUISITIONS 10101 HILLWOOD PARKWAY FORT WORTH TX 76177-1524	8. ADDRESS OFFER TO  Erin Crabtree @ Erin.M.Crabtree@faa.gov	
9. FOR INFORMATION CALL: 	A. NAME ERIN CRABTREE	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 817-222-4147

**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)

The FAA has been exempted from several Federal laws and regulations as part of the 1996 DOT Appropriations Act, signed into law by President Clinton on November 15, 1995. Some of the exemptions include the Federal Acquisition Streamlining Act of 1994, the Small Business Act, the Competition in Contracting Act, and the Federal Acquisition Regulations. The FAA's Acquisition Management System (AMS), which became effective on April 1, 1996, is utilized in place of the Federal Acquisition Regulation (FAR).

This solicitation is for a major improvement project at the Fort Lauderdale International (FLL) Air Traffic Control Tower.

This solicitation is a full and open competition under the North American Industry Classification System (NAICS) code 236220, Commercial and Institutional Building Construction.

The project magnitude for this requirement is between \$1,000,000 and \$5,000,000.

This requirement is covered by the Davis Bacon Act, under Wage Determination FL20200197 (Attachment J-2).

Continued ...

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>365</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 _____.)	12B. CALENDAR DAYS  10
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "YES", indicate within how many calendar days after award in item 12B.)	
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>08/03/2020</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 checked="" type="checkbox"/> is. <input 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)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14)
CODE	FACILITY CODE

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

**AMOUNTS**

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

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

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

AMENDMENT NO	DATE								

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

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
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26. ADMINISTERED BY CODE <b>AAQ520FTW-AFN</b> FEDERAL AVIATION ADMINISTRATION AAQ-500 - REGIONAL ACQUISITIONS 10101 HILLWOOD PARKWAY FORT WORTH TX 76177-1524	27. PAYMENT WILL BE MADE BY
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <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.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)		
	Katherine Fogle		
30B. SIGNATURE	30C. DATE	31B. CONTRACT AUTHORITY	31C. AWARD DATE
		BY	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Award will be made to the responsive and responsible offeror whose proposal results in the best value to the Government. The Government will utilize Trade-off procedures in accordance with the evaluation criteria listed in Section M of this solicitation.</p> <p>A virtual site visit is scheduled for July 15, 2020 at 1400 EST. To receive the meeting invite please submit your name, company, and contact information to Erin Crabtree at erin.m.crabtree@faa.gov no later than July 13th.</p> <p>All questions regarding this SIR should be submitted in writing to Erin Crabtree at erin.m.crabtree@faa.gov. Questions must be received no later than 1700 CST on July 20, 2020.</p> <p>Proposals are due no later than August 03, 2020 @ 1700 CST. Any proposal received after 1700 CST on August 03, 2020 will be deemed non-responsive and will not be considered for award.</p> <p>Contractors must have an active registration in the System for Award Management (SAM) before an award can be made. Contractors can register at www.sam.gov/.</p> <p>Delivery: 30 Days After Award Delivery Location Code: 769434EM 769434EM 69434E DOT FAA AJW E16 ENGINEERING SERVICES 1701 COLUMBIA AVE COLLEGE PARK GA 303372714 US</p> <p>FOB: Destination</p> <p>FLL Major Improvement</p> <p>This PR is for the solicitation of a construction contract for the Fort Lauderdale International (FLL) air traffic control tower Major Improvement project. Electronic &amp; IT: 03</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00002	FLL Major Improvement  Option Line Item 0001 - Optional Lighting Replacement Project, see Attachment J-1B. This option line item MUST be priced separately. If deemed appropriate, this requirement will be included in the final contract. Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award: ) 30 Days After Award				

## **Section A - Solicitation/Contract Form**

**Clauses**

## **Section B - Supplies or Services/Prices**

### **Section B - Schedule**

#### **Clause List**

##### **SA24 PRICES/COSTS FOR CONSTRUCTION**

Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for the Major Improvement Projects for the Fort Lauderdale Air Traffic Control Tower in accordance with the specifications, drawings, contract clauses, and wage rates.

The offered price shall 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.

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

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

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.

(End of Clause)

##### **SA29 SOLICITATION QUESTIONS**

All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must make the request by e-mail to Erin.M.Crabtree@faa.gov. Alternately, you may fax your written questions to N/A. Telephone questions will not be accepted. The requestor shall provide a company name, point-of -contact name, address and telephone number, as well as a return e-mail address or FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

QUESTIONS ARE DUE by: July 20, 2020 at 1700 CST.

(End of Clause)

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## **Section C - Description/Specifications**

### **Scope of Work**

The purpose of this project is to rehabilitate the Fort Lauderdale International Airport (FLL) air traffic control tower (ATCT) and associated base building located at 4150 Southwest 12th Terrace, Fort Lauderdale, Florida 33315. The base building and tower were built around 1980. The base building is one story, roughly 5,500 square feet, and comprised of offices, equipment rooms, and break areas. The tower cab roof is around 169' above ground level.

Base Bid: Major work items include replacement of the base building and tower cab roofs, the HVAC control system for the entire facility, the men's and women's restrooms with the addition of a handicapped accessible restroom, roughly 150 feet of underground sanitary sewer pipe with portions inside and outside of the building, and various exterior and interior refinishing. See attachments "J-1 Specifications" and "J-1A Drawings" for the full base bid scope of work.

Option Bid: Replacement of majority of the base building interior and parking lot lights. The full scope of work for this requirement is illustrated in the drawing package titled "J-1B Optional Lighting Drawings". If approved as part of the final contract, this work shall happen concurrently with the base bid work.

### **Clause List**

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## **Section D - Packaging and Marking**

### **Clause List**

There are no applicable Section D clauses.

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## **Section E - Inspection and Acceptance**

### **Clause List**

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

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

<https://fast.faa.gov/contractclauses.cfm>.

(End of clause)

#### **3.10.4-10 INSPECTION OF CONSTRUCTION (SEP 2009)**

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

***The remainder of this page has been intentionally left blank.***

## Section F - Deliveries or Performance

### Clause List

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

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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)

#### 3.2.2.8-5 LIQUIDATED DAMAGES - CONSTRUCTION (OCT 2019)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor must pay to FAA as liquidated damages, the sum of \$569.28 for each day of delay.

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

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

(End of clause)

#### SA13 HOLIDAYS

The following Federal holidays are observed by the Federal Aviation Administration.

New Year's Day January 1st

Martin Luther King's Birthday Third Monday in January

Presidents Day Third Monday in February

Memorial Day Last Monday in May

Independence Day July 4th

Labor Day First Monday in September

Columbus Day Second Monday in October

Veterans Day November 11th

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25th

**SA35 FAA HOLIDAY MORATORIUM**

No work shall be scheduled or take place during the week of and the weekend preceding the following holidays: Thanksgiving, Christmas and New Year's Day. Only emergency work to restore critical

services to the facility will be considered and a moratorium waiver must be submitted and approved. The moratorium period will not be counted against the contract construction duration for the project.

(End of Clause)

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## **Section G - Contract Administration Data**

### **Clause List**

#### **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 1 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)

#### **SA14 AUTHORITY OF THE GOVERNMENT**

No one other than the Contracting Officer has the authority to authorize or make changes in the terms, conditions, change the scope of work or specifications in the contract, make any commitments or otherwise obligate the Government, or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

#### **SA36 CORRESPONDENCE**

The contracting officer prefers to receive written communication and documents electronically via email at Erin.M.Crabtree@faa.gov. All email correspondence to the FAA must state the contract number in the 'Subject' field. Electronic documents must be accompanied by an explanatory email and should be sent in a portable-document-format type file (file extension pdf), such as Adobe Acrobat. Vendors are required to ensure that the quality of the administrative content in electronic files represents a reasonably high business standard. The Government is not responsible for the administrative ordering or legibility of correspondence received

electronically. Emailed files/documents may not be in a zipped format. If electronic file sizes (i.e., typically expressed as kilobytes or megabytes) are too large for email attachments, recommend delivery in compact disk (CD) format submitted via hard-copy mail. Any CD mailing or printed-paper, hard-copy correspondence will be sent to the contracting officer at the following address.

10101 Hillwood Pkwy Fort Worth, TX 76117.

(End of Clause)

### **SA37 INVOICE SUBMISSION**

The Contractor shall submit certified requests for payment concurrently to both the COR and the contracting officer. Instructions for submitting invoices and related correspondence to the contracting officer are described in contract clause SA.36, above. The contractor is responsible for contacting the COR to determine their preferred method of correspondence.

(End of Clause)

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## Section H - Special Contract Requirements

### Clause List

#### 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2018)

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

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

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

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

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

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

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

(End of Clause)

#### SA15 INSURANCE REQUIREMENTS SCHEDULE

"(See Section I, Clause 3.4.1-10, Insurance--Work on Federal Aviation Administration Installation)

During the term of the contract, the Contractor and each subcontractor shall at their own expense, purchase and maintain the following minimum insurance requirements in companies properly licensed and satisfactory to the Contracting Officer:

Automobile and Truck Liability

\$200,000 - bodily injury per person, not to exceed \$500,000 per occurrence.

\$100,000 - property damage per occurrence.

Comprehensive General Liability

\$500,000 - Combined bodily injury and property damage per occurrence.

Workmen's Compensation

\$100,000 or statutory, whichever is greater.

Umbrella or Excess Liability

\$1,000,000 combined single limits bodily injury and property damage.

Insurance certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the Contracting Officer at the following address:

Federal Aviation Administration

ATTN: Erin Crabtree Contracting Officer, AAQ- 550

10101 Hillwood Pkway

Fort Worth, TX 76177

It is agreed that the Federal Aviation Administration, the property owner(s) and their representatives will be held harmless by the Contractor for any loss or damage to sheds, tools, equipment, property and materials of the Contractor, and his subcontractors, their servants and employees, it being understood that the Contractor may at his expense carry any insurance which may be required to provide the necessary protection against such loss or damage.

The Contractor shall not commence work under the contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Contracting Officer. Approval of the insurance by the Contracting Officer shall not relieve or decrease the liability of the Contractor.

The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

#### **SA17 STATE REGULATION OF FEDERAL CONSTRUCTION PROJECTS**

FAA contractors may encounter requests from State and local governments for the FAA's contractors to obtain building permits, zoning approval, sanitation approval, etc. Based on the 'Supremacy Clause' set forth in Article 6 of the United States Constitution, construction contractors may not be required to obtain permits or approvals from State and local governments for work done under government contracts on government projects. However, State and local governments do have enforcement authority for safety and environmental protection as specified by the Occupational Safety and Health Administration (OSHA), the Comprehensive Environmental Response, compensation and Liability (Superfund) Act (CERCLA), and the Resource Conservation and Recovery Act (RCRA).

Contractors who encounter attempts by State or local government entities to assess various types of fees, permits or approvals are advised to inform the Contracting Officer immediately if the assessing entity attempts in any way to prevent or hinder the contractor at the job site.

(End of Clause)

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## **Section I - Contract Clauses**

### **Clause List**

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

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(End of clause)

#### **3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JUL 2018)**

#### **3.1.7-5 DISCLOSURE OF CONFLICTS OF INTEREST (JUL 2018)**

#### **3.2.2.3-33 ORDER OF PRECEDENCE (MAR 2009)**

#### **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)**

**3.2.2.3-60 SPECIFICATIONS, DRAWINGS, AND MATERIAL OFFERS (MAR 2009)**

**3.2.2.3-62 PRECONSTRUCTION CONFERENCE (JUL 2004)**

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

**3.2.2.3-68 SAFETY AND HEALTH (OCT 2014)**

**3.2.2.3-83 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)**

**3.2.2.8-1 MATERIAL REQUIREMENT (OCT 2019)**

**3.2.5-1 OFFICIALS NOT TO BENEFIT (OCT 2019)**

**3.2.5-3 GRATUITIES OR GIFTS (OCT 2019)**

**3.2.5-4 CONTINGENT FEES (OCT 1996)**

**3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2019)**

**3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)**

**3.3.1-2 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (JUL 2018)**

**3.3.1-9 INTEREST (JUL 2018)**

**3.3.1-19 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2018)**

**3.3.1-20 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (OCT 2012)**

**3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT (JUL 2018)**

**3.4.1-6 ADDITIONAL BOND SECURITY (APR 1996)**

**3.4.1-7 NOTICE TO PROCEED (OCT 2019)**

**3.4.1-9 DEPOSIT OF ASSETS INSTEAD OF SURETY BONDS (APR 1996)**

**3.4.1-10 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (OCT 2019)**

**3.4.1-12 INSURANCE (OCT 2019)**

**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 (JUL 2019)**

**3.5-1 AUTHORIZATION AND CONSENT (JAN 2019)**

**3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JAN 2009)**

**3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (OCT 2019)**

**3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2019)**

**3.6.1-7 LIMITATIONS ON SUBCONTRACTING (JUL 2019)**

**3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (OCT 2019)**

**3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (OCT 2018)**

**3.6.2-2 CONVICT LABOR (APR 1996)**

**3.6.2-9 EQUAL OPPORTUNITY (OCT 2018)**

**3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (OCT 2018)**

**3.6.2-18 DAVIS BACON ACT (OCT 2018)**

**3.6.2-19 WITHHOLDING-LABOR VIOLATIONS (JUL 2017)**

**3.6.2-20 PAYROLLS AND BASIC RECORDS (APR 2017)**

**3.6.2-21 APPRENTICES, TRAINEES, AND HELPERS (JAN 2019)**

**3.6.2-22 SUBCONTRACTS (LABOR STANDARDS) (JAN 2019)**

**3.6.2-23 CERTIFICATION OF ELIGIBILITY (JAN 2019)**

**3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (OCT 2018)**

**3.6.2-39 TRAFFICKING IN PERSONS (APR 2019)**

**3.6.3-13 AFFIRMATIVE PROCUREMENT OF RECYCLED CONTENT AND PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JAN 2020)**

**3.6.3-14 USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (JAN 2020)**

**3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)**

**3.6.3-17 EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (JAN 2020)**

**3.6.3-19 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JAN 2020)**

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**3.9.1-1 CONTRACT DISPUTES (JAN 2020)**

**3.9.1-2 PROTEST AFTER AWARD (AUG 1997)**

**3.10.1-7 BANKRUPTCY (APR 1996)**

**3.10.1-8 SUSPENSION OF WORK (SEP 1998)**

**3.10.1-12 CHANGES - FIXED-PRICE (APR 1996)**

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

**3.10.1-16 CHANGES AND CHANGED CONDITIONS (APR 1996)**

**3.10.1-20 WARRANTY-CONSTRUCTION (JUL 1996)**

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**3.10.4-23 CONTRACTOR AND SUBCONTRACTOR COMPLIANCE WITH FASTENER ACT (NOV 1997)**

**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)**

**3.13-11 PLAIN LANGUAGE (JUL 2006)**

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

**3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JAN 2018)**

**3.2.2.3-41 PERFORMING WORK (JUL 2004)**

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

(End of clause)

**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 365. The time allowed for completion must include final cleanup of the premises.

(End of clause)

**3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (JUL 2018)**

- (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 must be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror must enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the 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 must provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the SAM database;

(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor

must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

#### **3.4.1-1 PROPOSAL GUARANTEE (JAN 2017)**

(a) Offerors must furnish a proposal guarantee in the form of a proposal bond, a postal money order, a certified or cashier's check, an irrevocable letter of credit, or United States bonds or notes with a maturity of less than five years.

**(b) The required amount of the proposal guarantee is 20%.**

(c) The Contracting Officer will return proposal guarantees, other than proposal bonds:

(1) To unsuccessful offerors as soon as possible after an award decision is made; and

(2) To the successful offeror after it signs the contract and submits acceptable bonds required under the contract.

(d) If the successful offeror fails to sign the contract or submit the required bonds within the time specified by the Contracting Officer, the contract may be terminated for default.

(e) If the contract is terminated for default, the offeror is liable for any cost of acquiring the work in excess of its proposed price, and the guarantee is available to offset the difference. However, the guarantee is not an exclusive remedy.

#### **3.4.1-4 PERFORMANCE BOND REQUIREMENTS (JAN 2017)**

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

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

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

(End of clause)

### **3.4.1-5 PAYMENT BOND REQUIREMENTS (JAN 2018)**

(a) The contractor is required to submit a payment bond in the penal amount of 100% within the time required by the Contracting Officer.

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

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

### **3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (JAN 2020)**

(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 VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).'

(c) The VETS-4212 Report must 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-4212. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42),



voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

### **3.6.2-24 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (JAN 2019)**

(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 must 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: 15.5%

Goals for female participation: 6.9%

(Contracting Officer insert goals)

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

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

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

(k) The Contractor must 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 must be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein must not be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### **3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2019)**

(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), except as otherwise specifically provided (in this statute) means the 50 States, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana 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 must--

(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 must use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor must 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 must 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 must 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 must 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 must 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 must 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 must 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.

(End of Clause)

### **3.6.3-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (OCT 2016)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause:

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

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

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

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

(2) Submit this estimate to

Erin Crabtree, Contracting Specialist

(End of clause)

**3.6.3-12 ASBESTOS - FREE CONSTRUCTION (APR 2017)**

(a) In performing this contract, the Contractor must not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility.

(b) The Contractor must provide to the Contracting Officer (CO) a signed statement at completion of contract indicating that no asbestos or asbestos-containing building materials were used during construction, renovation,

and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(c) The FAA retains the right to conduct sampling of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. If asbestos-containing material is found, the Contractor must bear the expense of the sampling conducted by the FAA, remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor must bear the expense of all testing (bulk sampling and air sampling conducted by the contractor and the FAA) to determine that the asbestos removal and site decontamination are satisfactorily completed. The Contractor must follow all applicable federal, state, and local asbestos regulatory requirements as well as applicable FAA Orders with respect to asbestos abatement when the Contractor is required to remove asbestos materials they have installed.

(End of clause)

### **3.6.3-22 CONSTRUCTION WASTE MANAGEMENT (JAN 2020)**

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

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

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

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

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

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

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

(b) This plan must be found acceptable by the FAA Contracting Officer's Representative (COR) or the COR's designated representative prior to the Contractor receiving a Notice-to-Proceed. The plan's acceptability will be



promptly determined by the FAA based on the knowledge of the site(s) covered under the Plan. The Contract must implement the approved Waste Management Plan during the term of the contract.

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

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

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

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

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

(End of Clause)

### **3.6.4-3 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	N/A	N/A	N/A
Domestic Construction Material	N/A	N/A	N/A
Item 2			
Foreign Construction Material	N/A	N/A	N/A
Domestic Construction Material	N/A	N/A	N/A

(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)

**3.10.1-19 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)

### **3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (JAN 2019)**

(a) Consent to subcontract in this clause applies to subcontracts resulting from unpriced modifications to this contract if required as indicated under (b) or (c) below.

(b) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor must notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have an approved purchasing system and if the subcontract:

(1) Is proposed to exceed \$150,000; or

(2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$150,000.

(c) If the contractor has an approved purchasing system, the contractor nevertheless must obtain the Contracting Officer's written consent before placing the following subcontracts:

[Fill in subcontract]

[Fill in subcontract]

[Fill in subcontract]

(d) The advance notification required by paragraphs (b) and (c) above must include-

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontract to be used;

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;

(4) The proposed subcontract price and the Contractor's cost or price analysis;

(5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;

(6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and

(7) A negotiation memorandum reflecting-

- (i) The principal elements of the subcontract price negotiations;
  - (ii) The most significant considerations controlling establishment of initial or revised prices;
  - (iii) The reason cost or pricing data were or were not required;
  - (iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;
  - (vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (vii) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation must identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (e) The Contractor must obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification will constitute the consent of the Contracting Officer.
- (f) Even if the Contractor's purchasing system has been approved, the Contractor must obtain the Contracting Officer's written consent before placing subcontracts identified below:
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system will constitute a determination:
- (1) of the acceptability of any subcontract terms or conditions,
  - (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or
  - (3) to relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract placed under this contract will provide for payment on a cost-plus-a-percentage-of-cost basis.
- (i) The Government reserves the right to review the Contractor's purchasing system.

(End of clause)

### **3.13-16 RECORDS MANAGEMENT (JAN 2020)**

(a) *Definitions.*

*Federal record* as defined in 44 U.S.C. § 3301, means all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization,

functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record:

- (1) Includes all FAA records.
- (2) Does not include personal materials.
- (3) Applies to records created, received, or maintained by Contractors pursuant to a FAA contract.
- (4) May include deliverables and documentation associated with deliverables.

(b) *Requirements.*

(1) *Compliance.* The contractor must comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by Privacy Act of 1974 (5 U.S.C. 552a), to the extent that the Privacy Act applies to any records maintained by the Contractor. These policies include the preservation of all Federal records, regardless of form or characteristics, mode of transmission, or state of completion.

(2) *Applicability.* All data created for Government use and delivered to, or falling under, the legal control of the Government, are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33. Such Federal records must be managed and scheduled for disposition only as permitted by the Federal Records Act, relevant statute or regulation, and FAA Order 1350.14 "Records Management" at [https://www.faa.gov/documentLibrary/media/Order/FAA\\_1350.14B.pdf](https://www.faa.gov/documentLibrary/media/Order/FAA_1350.14B.pdf).

(3) *Records maintenance.* While in Contractor's custody, the Contractor is responsible for preventing the alienation or unauthorized destruction of FAA records, including all forms of mutilation. Records may not be removed from the legal custody of FAA or destroyed except in accordance with the provisions of the agency records schedules and with the written concurrence of the FAA Agency Records Officer (ARO) (or the ARO's designate) and Contracting Officer, as appropriate. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report the event to the Contracting Officer in accordance with 36 CFR 1230, Unlawful or Accidental Removal, Defacing, Alteration, or Destruction of Records, for reporting to NARA by FAA Records Management. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

(4) *Unauthorized disclosure.* The Contractor must notify the Contracting Officer within 2 (two) hours of discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor must ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor must not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the FAA ARO (or the ARO's designate) and the Contracting Officer. Destruction of records is expressly prohibited unless in accordance with the contract.

(c) *Records management contracts* - where the contractor is required to design, develop, and/or operate a system of records, the following additional requirements apply:

During the contract, the FAA ARO (or ARO's designate) has the right to inspect where the records are stored (digitally or paper records) in order to ensure they are properly protected from the elements and/or loss. This inspection must be coordinated through the Contracting Officer or the Contracting Officer's Representative. The contractor must be provided 30 calendar days' notice of such inspections. This clause may be tailored to provide for a different notice period. Additional details regarding such inspections consistent with this clause may be specified in the Statement of Work.

For contracts where the contractor is responsible for managing FAA records, when the records are no longer required or at the completion of the contract, the records must be returned to FAA control. Items returned to the FAA must be hand carried, mailed, or securely electronically transmitted to the Contracting Officer or address indicated in the contract.

(d) *Non-public information*. The Contractor must not create or maintain any records containing any non-public FAA information that are not specifically tied to or authorized by the contract.

(e) *Ownership*. Consistent with all applicable data rights clauses in this contract, the FAA is the sole owner of the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which FAA will have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by applicable data rights clauses in this contract.

(f) *Notification of third party access requests*. The Contractor must notify the Contracting Officer promptly of any requests from a third party for access to Federal records, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor must cooperate with the Contracting Officer to take all measures to protect Federal records, from any unauthorized disclosure.

(g) *Training*. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take FAA-provided records management training upon starting under the contract and annually thereafter as per the FAA Electronic Learning Management System (eLMS). If the contractor does not have access to eLMS, the contractor is to contact the Contracting Officer or Contracting Officer's Representative (COR) who will advise the ARO who will in turn make arrangements to ensure the contractor has access. The Contractor is responsible for confirming to the Contracting Officer in an annual report due by September 30 of each year under the contract that training, including initial training and annual refresher training, has been completed in accordance with agency policies. This annual report must list the employee names and dates of initial or annual refresher training.

(h) *Agency Records Officer (ARO)* - regarding clause provisions above that cite the ARO or designate, information as to the name of the ARO or the ARO designate for particular locations outside FAA Headquarters may be obtained from the FAA Records and Information Management Team (RIM) at [9-faa-records-management-program@faa.gov](mailto:9-faa-records-management-program@faa.gov).

(i) *Subcontractor flowdown requirements*. The Contractor must incorporate the substance of this clause, its terms and requirements including this paragraph (i), in all subcontracts under this contract.

### **3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JAN 2019)**

1. No contractor employee, subcontractor, or consultant will be allowed

unescorted access to any FAA facility;  
access to FAA sensitive information; or  
access to FAA systems or resources

unless they have been authorized by the FAA Office of Personnel Security (AXP).

2. Consistent with FAA Order 1600.72, AXP must approve designated risk levels for the positions under the contract, to be determined by the FAA Operating Office (the organization with the requirement) in coordination with the COR, using the OPM Position Designation Automated Tool (PD Tool).

3. For all contractor employees, subcontractors, or consultants requiring access to FAA facilities, sensitive information, systems, or resources, the contractor must submit to their responsible AXP office a point of contact (POC) who will be responsible for entering all contractor applicant data into the Vendor Applicant Process (VAP) system ([vap.faa.gov](http://vap.faa.gov)).

4. If an applicant has had a previous US Government conducted background investigation, which meets the investigative requirements for the position and meets established reciprocity guidelines, it will be accepted by the FAA. The FAA reserves the right to conduct further investigations, including requesting additional information from the applicant, if necessary.

5. If no previous investigation exists, or if the previous investigation does not meet investigative requirements for the position, AXP will:

a. Send the applicant an e-mail (this step may be delegated to VAP POC) stating that 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 applicable forms; and

d. Provide instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15-calendar days of receiving the e-mail from AXP. For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to their responsible AXP office identified below:

For Headquarters Contracts:

Manager, Personnel Security Suitability Branch, AXP-320  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

Personnel Security Division, 10101 Hillwood Parkway, Fort Worth, TX 76177



6. No contract employee, subcontractor, or consultant will work in any position unless AXP has authorized them to begin work. Authorization will be in the form of an Interim or Final Suitability email notification from AXP to the VAP POC and CO.

7. No contract employees, subcontractor, or consultant will be issued a FAA Personal Identity Verification (PIV) card unless they have been granted an Interim or Final suitability from AXP.

8. The Contractor must update the VAP within twenty-four (24) hours after any contractor employee is terminated or transferred from the contract. If the FAA issued the contract employee a PIV card, the contractor must collect the card and return it to AXP within five business-days of the employee's termination or transfer.

9. 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 security-related contract requirements, security related FAA Orders, 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.

10. The contractor must immediately comply with the CO's 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 the FAA contract, at their own expense. Once action has been taken, the contractor must report the action via the VAP within the timeframe prescribed in paragraph 8 of this clause.

11. After coordination with AXP, the CO may require contractor employees to submit any other security information deemed reasonably necessary to protect the interests of the FAA. This includes submitting to additional fingerprinting and background reinvestigations required under Federal Investigative Standards. In this event, the contractor must provide, or cause each of its employees to provide, such security information to AXP. Failure to cooperate with security processing will result in an unfavorable suitability determination.

12. Contractor employees subject to the requirements of this clause must take the FAA Security Awareness Virtual Initiative (SAVI) training within 90 days of reporting to work and annually thereafter. This training is available on the FAA's Electronic Learning Management System (eLMS). Contractors without access to eLMS please see <https://my.faa.gov/org/linebusiness/ash/programs/savi.html> for instructions.

13. The contractor and/or subcontractor(s) must contact the CO, COR, and AXP 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)

### **3.14-4 ACCESS TO FAA FACILITIES, SYSTEMS, GOVERNMENT PROPERTY, AND SENSITIVE INFORMATION (JAN 2019)**

1. It may become necessary for the Government to grant access to FAA systems or issue Government property or sensitive information to contractor employees. Prior to or upon completion or termination of the work under the contract, the contractor must return all such Government property and sensitive information to the Contracting Officer's Representative (COR).

2. Reserved.

3. Improper use, possession or alteration of Government property is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

4. In the event such Government property or sensitive information is lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold the value of the asset for each item of Government property or sensitive information not returned. If the Government property or sensitive information is not returned within 30-calendar-days from the date the withholding action was initiated, any amount so withheld is forfeited by the contractor. Regarding FAA Personally Identifiable Information (PII) contained within portable devices that are lost, stolen, or not returned, the contractor must additionally report such a loss, theft, or non-return within one (1) hour to the FAA Security Operations Center (phone 1(866)-580-1852(Option 1) or email 9-AWA-SOC@faa.gov).

5. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, with a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

6. The Government retains the right to inspect inventory, or audit Government property or sensitive information issued to the contractor in connection with the contract and do so at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government, will be assumed to be lost and the provisions of section (4) of this clause apply.

7. All Government property must be approved by the COR who will require the Contractor employee to sign a receipt for each item. Lost or stolen Government property or sensitive information must immediately be reported concurrently to the Contracting Officer (CO), COR, and the FAA SOC at the telephone number and email address listed under section (4) above.

8. Each Contract employee, during all times of on-site performance onboard an FAA facility, must prominently display his/her current and valid FAA Personal Identity Verification (PIV) card on the front portion of his/her body between the neck and waist. Each FAA PIV cardholder must not affix pins, stickers, or other item to the card.

9. Prior to any contractor employee obtaining a FAA PIV Card or other Government property, IAW FAA Order 1600.78 the contractor is required to:

- a. Enter data for each employee into the VAP as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements.
- b. The Office of Personnel Security (AXP) will determine whether final suitability can be granted due to:
  - i. Existence of a previous investigation that meets reciprocity requirements, or:
  - ii. Initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms.
- c. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to AXP.
- d. Authorization for the contractor employee to begin work will be an Interim or Final Suitability notification from AXP.

10. To obtain a FAA PIV card, IAW FAA Order 1600.78 Contractor employee must:

- a. Submit an identification Card Application (DOT 1681) using the automated system located at <https://idms.faa.gov/1681>. The application must be approved by the CO or to the COR.
- b. The contractor employee will be notified when the identification card application has been approved and is ready for processing by the FAA Identification Card issuer (e.g., PIV Administrator).
- c. The contractor must contact AXP to obtain the procedures for obtaining their FAA PIV Card.

11. Off-Boarding The contractor is responsible for ensuring final off-boarding is accomplished for all departing contractor employees. This includes termination, resignation, retirement, death, change of employment status (i.e., transferring from a contractor to a FAA employee), transfer to another FAA contract, and (with CO approval) extended leave of absence. The Contractor may appoint an off-boarding coordinator to oversee the off-boarding process.

- a. For each departing employee having access to FAA facilities and/or Information Technology (IT) systems, the Contractor must submit a completely filled out and signed "FAA Contractor Employee Off-Boarding Checklist" (located in FAA Procurement Forms) to the CO no later than thirty (30) calendar days after the employee's departure. The Contractor must ensure that the Checklist confirms that all applicable Government property and sensitive information (including Classified National Security Information(CNSI)) has been collected and access to all FAA assets has been terminated.
- b. When the Contractor is not collocated or within local driving distance of the responsible AXP office, the Contractor must collect the Personal Identity Verification (PIV) Card and any other tokens and provide to the CO or COR within one (1) business day of receiving the Card/tokens from the departing employee.
- c. In event that the Contractor employee departs without completing the Checklist, the Contractor is responsible for completing and submitting the Checklist on the employee's behalf. If the departing Contractor employee served as the Property Custodian for the FAA contract, the Contractor must designate a new Property Custodian and ensure accountability of all property under the contract, or within fourteen calendar days with the CO's approval, provide to the CO the results of the associated inventory/property accountability.

d. The VAP must be updated within twenty-four (24) hours for the departing employee.

e. The Contractor must also comply with any local Employee Off-Boarding Checklists in use at FAA Facilities.

12. All contractors and subcontractor employees with access to FAA systems must have a FAA-issued Personal Identity Verification (PIV) card and must use the PIV card to authenticate to the FAA system. Approved contractor equipment or software in accordance with clause 3.14-13 "Use of Contractor Equipment or Software - Permitted" that connects to FAA systems must be configured to accept and use FAA-issued PIV cards. The contractor must provide the appropriate equipment for the PIV card, while the FAA will furnish and configure the PIV software.

13. The contractor must insert this clause in all subcontracts under the contract.

(End of Clause)

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

### Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	J-1 Specifications	01/31/2020	1545
2	J-1A Drawings	01/31/2020	92
3	J-1B Option Lighting Drawings	06/12/2020	10
4	J-2 Wage Determination	05/15/2020	6
5	J-3 Past Performance Questionnaire	06/16/2020	2

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

### **Clause List**

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

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

(End of clause)

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

#### **3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2019)**

#### **3.6.3-4 RECYCLED CONTENT PRODUCTS CERTIFICATION (OCT 2016)**

#### **3.6.3-18 BIOBASED PRODUCT CERTIFICATION (OCT 2016)**

#### **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)

#### **3.2.2.3-81 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)

### **3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JAN 2018)**

(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 must provide immediate written notice to the Contracting Officer if at any time prior to award the Offeror and/or any of its Principals learns that any certification or representation in SAM 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) (ii)(B) of this provision.

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$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).

(E) The Offeror has  has not  within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing must 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.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.



(End of provision)

**3.2.2.7-9 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (JAN 2017)**

(a) As required by sections 745 and 746 of Title VII, Government-Wide General Provisions, of the Consolidated Appropriations Act, 2016 (Public Law 114-113), and similar provisions, if contained in subsequent appropriations acts, the FAA will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the FAA is aware of the unpaid tax liability, unless the FAA has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the FAA is aware of the conviction, unless the FAA has considered suspension or debarment of the corporation and made a determination that the action is not necessary to protect the interests of the Government.

(b) The offeror represents that-

(1) It is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is \_\_\_ is not \_\_\_ a corporation that was convicted of a felony criminal violation under a Federal criminal law within the preceding 24 months.

(End of provision)

**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)

**3.6.4-18 CERTIFICATION REGARDING STEEL AND MANUFACTURED PRODUCTS (OCT 2019)**

In accordance with 49 USC Section 50101, the offeror/contractor certifies that:

(Check one)

[ ] The steel and manufactured goods, including components and subcomponents provided in accordance with this contract are entirely produced in United States (or deemed United States produced pursuant to International Agreement)

[ ] The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment and final assembly of the facility or equipment has occurred in the United States.

(End of clause)

### **3.6.4-19 PROHIBITION 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)

### **3.6.4-22 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JAN 2020)**

(a) Definitions. As used in this provision--

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

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

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

(e) Disclosures. If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror must provide the following information as part of the offer--

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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

(End of Provision)

### **3.6.4-24 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION (JAN 2020)**

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

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

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

(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)

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## **Section L - Instructions, Conditions, and Notices to Bidders**

### **Clause List**

#### **L.1 INSTRUCTIONS FOR PREPARATION AND SUBMISSION**

(a) Each vendor must submit information identified in the parts as set forth in the paragraphs below. The data submitted should be complete, concise and relevant to the requirements of the SIR in which they are required and must be submitted in the prescribed formats identified herein.

(b) This SIR submission process will consist of a single submittal of two (2) separate volumes. Volume I will be the Offeror's submission of their offer, supporting documentation and price proposal. Volume II will be the Offeror's Technical Approach, Management Approach, Corporate Experience and Past Performance that addresses the requirements in Attachment J-1.

(c) Volume I: Factor 1 will be evaluated first for completeness and will receive a rating of Satisfactory or Unsatisfactory. Offerors with a rating of Satisfactory for Factor 1 will proceed to have Volume II: Factors 3-6 evaluated. Volume II will be rated in accordance with the adjectival ratings listed in Section M. Offerors with an overall minimum rating of Satisfactory for all factors 3-6 will proceed to have their Volume I: Factor 2 – Price Proposal evaluated. Price will be evaluated for reasonableness. Analysis of price proposals will be performed using one or more of the techniques defined in AMS Toolbox T3.2.3.A.1c in order to determine price reasonableness. AMS 3.2.3.2 allows the Contracting Officer to require cost or pricing data if adequate information from sources other than the offeror cannot be obtained that is adequate to determine a fair and reasonable price. Reasonableness must represent a price to the Government a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in AMS Toolbox TS.2.3.A.1c. Offerors are cautioned that unreasonable prices may be grounds for eliminating a proposal from the competition based upon an apparent lack of understanding of the requirement.

The relative order of importance on the non-cost/price evaluation factors is that Volume II Factor 4 is of slightly more importance than Volume II factors 3, 5 & 6. When the proposal is evaluated as a whole, Volume II, Technical Proposal factors 3-6 are slightly more important than price. The importance of price will increase if the Offeror's non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal's superiority to the Government. Award will be made to the responsible Offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered.

(d) Proposals must be submitted electronically to the Contract Specialist, Mrs. Erin Crabtree at [Erin.M.Crabtree@faa.gov](mailto:Erin.M.Crabtree@faa.gov).

#### **L.2 SUBMISSION PRESENTATION, FORMAT AND CONTENT**

(a) Electronic folders must clearly identify each volume number, volume title, (i.e. the SIR solicitation number, and Offeror's name.)

(b) All information must be provided electronically and in a print friendly format such as word or pdf. The font must be 12-point Times New Roman, and each page must have top and bottom margins equal to 1.0 inch (unless specifically excepted in this section) and left and right margins equal to 1.0 inch. The FAA may make black-and white copies of Offeror's submissions for evaluation purposes. Volume II may not exceed the limit of thirty (30) pages. Pages must be single-sided and must not exceed 11" x 17". Font and margin requirements do not apply to figures or tables, but figures and tables must be easily readable with font sizes of no less than 8. The submission

pages must be numbered sequentially, beginning at 1 with the title page of each volume. Any items embedded within a document must be objects only, not links.

(c) All drawings and diagrams must be in .pdf format. In the event of discrepancies between electronic (dwg.) versions of documents and (.pdf) versions, (.pdf) documents will take precedence. All documents must be labeled with the Offeror's name, solicitation number, submission date, and the words "Source Selection Sensitive."

(d) Submissions must contain comprehensive, concise, and factual information, and complete and substantiated price data. Submittals that contain omissions or incomplete responses to the requirements of this SIR, that restate or rephrase such requirements without further elaboration, or that do not specifically address all such requirements may be considered deficient and may not be evaluated.

### **L.3 VOLUME I: FACTOR 1 - OFFER AND OTHER DOCUMENTS**

The offeror's Volume I: Factor 1 must include the following:

1. A cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or detailed summary of all exceptions.
2. One (1) signed and completed copy of solicitation 697DCK-20-R-00248 and amendments (if issued). SIR Section A - The Offeror must have an official, who is legally authorized to bind the Offeror to a contract, sign block 20 of SIR Section A, the cover page. If issued, all solicitation-amendment cover pages must be signed and submitted here.
3. Section B, SUPPLIES/SERVICES & PRICE/COST. The Offeror is required to add in the unit price for each CLIN, including profit or fee. In the case of a discrepancy between the unit price and extended price, the FAA will evaluate the unit price.
4. Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS (Note: ensure Offeror completes all applicable clauses). – The offeror must complete Section K.
5. Financial Capability letter from their financial institution with the below listed
  - a. Name
  - b. Email
  - c. Phone Number
  - d. Bank's point of contact
  - e. Number of year's business has been conducted with bank
  - f. Types of open accounts (checking, loans, etc
  - g. Balance of current accounts (the banks will provide a 'range of figures')
6. Certificate of Liability from insurance company that shows they can meet the requirements identified in Part I, Section H, SA15, Insurance Requirements schedule.
7. A letter from an approved bonding company confirming bonding capability.

### **L.4 VOLUME I: FACTOR 2 - PRICE PROPOSAL**

The price proposal must include all costs for all labor, materials, equipment, transportation, insurance, notification, licenses, permits, fees and supervision necessary to perform all work in accordance with Specifications (Attachment J-1) and the Wage Determination (Attachment J-2). The price proposal must break out costs, to include unit rates and quantity/hours for labor, materials, and other direct costs, overhead and profit. The price proposal must contain a price for base bid, as well as, a separate price for any option CLINs. Please submit the Price Proposal in excel format. Any omission of any required



pricing information constitutes incomplete pricing and therefore, unreasonable pricing.

No pricing information will be included in Volume II.

#### **L.5 VOLUME II: FACTOR 3- TECHNICAL APPROACH**

The Offeror must provide a detailed narrative with sufficient information substantiating the Offeror's understanding and experience of the Government requirement.

The Offeror must provide a comprehensive schedule to achieve the requirements described in Attachment J-1 Specifications. The submittal must include preliminary construction schedule that includes starts/finishes/expected durations for major activities. Indicate when an activity will take a facility out of service or return a facility to service (restrooms, offices, etc.)

#### **L.6 VOLUME II: FACTOR 4 - MANAGEMENT APPROACH**

Offeror must provide a description of their management approach, specifically addressing the following:

##### **1. Key Personnel:**

The Offeror must identify all key personnel along with each member's contribution to the project. The offeror must describe the capabilities, certifications and skills of each member. The offeror must, at a minimum meet the requirements and submit resumes for the Key Personnel listed below.

- a. Project Manager with a minimum of a Bachelor of Science (BS) degree in Civil, Mechanical, or Electrical Engineering from an accredited institution of higher learning, or a technical degree, and five (5) years of experience with planning, scheduling, budgeting, and implementation on projects similar in scope and size.
- b. Project Superintendent with a minimum of five (5) years of experience in coordinating subcontractors on projects similar in size and scope.
- c. Safety Manager with minimum (5) years' experience in providing safety oversight, training, and management on construction projects of similar size and scope.

Offeror must provide written acknowledgement of the requirement to maintain a physical presence of a Safety Manager and Project Superintendent at the project site any time work is taking place.

##### **2. Quality Control/Safety Management:**

The Offeror must describe the processes to be used to ensure the quality of all products delivered and services provided in addition to safety management system used to oversee the safety compliance and performance of employees and subcontractors. The Offeror must include their firm's Experience Modification Rate (EMR) for the previous three calendar years. This rate compares company's annual losses in insurance claims against its policy premiums. The Offeror may submit an insurance company-provided equivalent rate if no EMR exists. If there is no EMR premium, for any year, the Offeror must affirmatively state so and explain why. Any extenuating circumstances that affect the EMR and negative trends should be addressed as part of the element. The Offeror may describe any awards or certifications that indicate the Offeror possesses a high quality process for producing the services required.

##### **3. Small Business Subcontracting Plan:**

The Offeror must submit a Small Business Subcontracting Plan to include the goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, small disadvantaged business, women-owned small business and service-disabled veteran-owned small business concerns as subcontractors. The offeror must include all sub-contracts that contribute to contract performance and provide a statement detailing the

total dollars planned to be subcontracted to any and all small business concerns. The Subcontracting Plan must depict how subcontractors will be managed onsite, along with the subcontractors' qualifications, years of experience and business size status. The Offeror must submit teaming agreements for all subcontractors. For any subcontractor whose work will exceed \$100,000, or for any contractor performing Mechanical, HVAC Controls, Roofing or Waterproofing trades, the Offeror must submit one (1) Past Performance Questionnaire (Attachment J-3) for a project of similar scope, size and complexity.

#### **L.7 VOLUME II: FACTOR 5 - CORPORATE EXPERIENCE**

The offeror must submit a minimum of two (2) and a maximum of five (5) relevant construction projects that best demonstrates the offeror's experience on projects that are similar in size, scope, and complexity to the requirement in Attachment J-1 Specifications within the last five years from the release of the solicitation. The Government will not consider more than 5 projects.

The offeror's must demonstrate the depth of experience in performing relevant and recent construction projects.

#### **L.8 VOLUME II: FACTOR 6 - PAST PERFORMANCE**

The offeror must provide a minimum of two (2) and up to five (5) Past Performance Questionnaires (Attachment J-3) for a contract of similar size and scope and completed within the last five (5) years from the date of this solicitation. The information provided on the Past Performance Questionnaire will be utilized to determine the quality of the offeror's past performance. In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in the SIR. The Government reserves the rights to use other sources, such as Federal Government operated contractor performance reporting databases, and commercial sources to evaluate offeror past performance.

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

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

(End of clause)

#### **3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JUL 2004)**

#### **3.2.2.3-6 SUBMITTALS IN THE ENGLISH LANGUAGE (JUL 2004)**

#### **3.2.2.3-7 SUBMITTALS IN U.S. CURRENCY (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 (APR 2018)**

#### **3.2.2.3-15 AUTHORIZED NEGOTIATORS (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)**

**3.3.1-28 NOTICE OF PROGRESS PAYMENTS (JUL 2018)**

**3.2.2.3-20 OFFERS (JAN 2018)**

(a) The offeror (you) must submit responses to this SIR by the following electronic means of email Your offer must arrive at the place and by the time specified in the SIR.

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

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

(d) Send your offer to Erin Crabtree at Erin.M.Crabtree@faa.gov.

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

(End of provision)

**3.2.2.3-22 PERIOD FOR ACCEPTANCE OF OFFER (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:

Name: See Box 10 on page 1

Address: [Enter address]

[Enter City, State and zip code]  
Telephone:[Enter phone number]

(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)

### **3.6.1-17 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE (JAN 2017)**

The North American Industry Classification System (NAICS) code for this procurement is:

236220

The small business size standard as defined by the Small Business Administration is the following:

For NAICS codes based on annual receipts, the annual average receipts for the last three fiscal years cannot exceed \$39.5.

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

(End of provision)

### **3.9.1-3 PROTEST (JAN 2020)**

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 ODR within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
600 Independence Avenue SW., Room 2W100  
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Avenue SW  
Washington, DC 20591  
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290  
Facsimile: (202) 267-3720  
Alternate Facsimile: (202) 267-1293; or

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

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

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

(End of provision)

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## **Section M - Evaluation Factors for Award**

### **Clause List**

#### **M.1 BASIS FOR AWARD**

This acquisition will utilize Tradeoff Source Selection procedures to make an integrated assessment for a best value award decision. Tradeoffs may be made between Technical Factors (Volume 2) and Price among Offerors who are deemed technically acceptable. The Government anticipates to award a Firm-Fixed Price (FFP) stand-alone contract to the Offeror who represents the best value to the Government.

The FAA reserves the right to award a contract immediately following the conclusion of all the evaluations, and is not required to conduct discussions or negotiations with the successful Offeror or any other Offeror. In evaluating the offers, the FAA may conduct written or oral communications with any and/or all Offerors, and may reduce the Offerors participating in the competition to only those Offerors most likely to receive award. The FAA reserves the right to conduct discussions and negotiations with any individual competing Offeror, or all competing Offerors, as the situation warrants. Discussions with one or more Offerors does not require discussions with all Offerors. To be eligible for award, the Offeror must meet all the requirements of this RFP/SIR. The FAA reserves the right to reject any and all offers, waive any requirements, minor irregularities and discrepancies, if it is the best interest of the FAA.

#### **M.2 INFORMATION AND CONSIDERATIONS AFFECTING VENDOR SUBMISSIONS**

This acquisition must employ best practices and procedures for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS).

All Offerors will be screened to determine if they are in compliance with the Section L of this Screening Information Request (SIR). The FAA reserves the right to reject, as nonresponsive, any submitted offer if these instructions are not followed or if the Offeror does not clearly demonstrate understanding of the requirements of the SIR. In the event a submission is rejected, a notice will be sent to the Offeror stating the reason that the submission will not be given further consideration.

The Offeror's submission must consist of a single submission of two (2) volumes: Volume 1, Offer and Other Documents and Pricing Proposal, and Volume 2, Technical Proposal.

Price submissions will be reviewed for mathematical accuracy and reasonableness.

Additional information may be requested from Offerors. The information may clarify, correct, or supplement but not change the offer as submitted. The FAA reserves the right to award a contract based on initial offers received without discussions or negotiations.

#### **M.3 EVALUATION FACTORS**

Offerors are required to submit Volume I and Volume II as discussed in Section L. Proposals will be technically evaluated based on the adjectival ratings listed below. The following criteria are as follows:

#### **VOLUME I**

##### **FACTOR 1: OFFER AND OTHER DOCUMENTS**

1. A cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or detailed summary of all exceptions.
2. One (1) signed and completed copy of solicitation 697DCK-20-R-00248 and amendments (if issued). SIR Section A - The Offeror must have an official, who is legally authorized to bind the Offeror to a contract, sign block 20 of SIR Section A, the cover page. If issued, all solicitation-amendment cover pages must be signed and submitted here.
3. Section B, SUPPLIES/SERVICES & PRICE/COST. The Offeror is required to add in the unit price for each CLIN, including profit or fee. In the case of a discrepancy between the unit price and extended price, the FAA will evaluate the unit price.
4. Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS (Note: ensure Offeror completes all applicable clauses). - The offeror must complete Section K
5. Financial Capability letter from their financial institution with the below listed
6.
  - a. Name
  - b. Email
  - c. Phone Number
  - d. Bank's point of contact
  - e. Number of year's business has been conducted with bank
  - f. Types of open accounts (checking, loans, etc
  - g. Balance of current accounts (the banks will provide a 'range of figures'')
7. Certificate of Liability from insurance company that shows they can meet the requirements identified in Part I, Section H, SA15, Insurance Requirements schedule.
8. A letter from an approved bonding company confirming bonding capability.

**FACTOR 2: PRICE PROPOSAL**

The price proposal must include all costs for all labor, materials, equipment, transportation, insurance, notification, licenses, permits, fees and supervision necessary to perform all work in accordance with Specifications (Attachment J-1) and the Wage Determination (Attachment J-2). The price proposal must break out costs, to include unit rates and quantity/hours for labor, materials, and other direct costs, overhead and profit. The price proposal must include a base bid price, as well as, a separate price for all option CLINs. The Price Proposal must be submitted in excel format. Any omission of any required pricing information constitutes incomplete pricing and therefore, unreasonable pricing.

**VOLUME II**

**FACTOR 3: TECHNICAL APPROACH**

1. The Offeror must provide a detailed narrative with sufficient information substantiating the Offeror's understanding and experience of the Government requirement
2. The Offeror must provide a comprehensive schedule to achieve the requirements described in Attachment J-1 Specifications. The submittal must include preliminary construction schedule that includes starts/finishes/expected durations for major activities. Indicate when an activity will take a facility out of service or return a facility to service (restrooms, offices, etc.)

An Offeror that demonstrates an innovative technical approach/schedule may be considered more favorably.

**FACTOR 4: MANAGEMENT APPROACH**

Offeror must provide a description of their management approach, specifically addressing the following:



### **1. Key Personnel:**

The Offeror must identify **all** key personnel along with each member's contribution to the project. The offeror must describe the capabilities, certifications and skills of each member. The offeror must submit resumes for the Key Personnel listed below. The Key Personnel must at a minimum meet the following requirements:

a. Project Manager with a minimum of a Bachelor of Science (BS) degree in Civil, Mechanical, or Electrical Engineering from an accredited institution of higher learning, or a technical degree, and five (5) years of experience with planning, scheduling, budgeting, and implementation on projects similar in S scope and size.

b. Project Superintendent with a minimum of five (5) years of experience in coordinating subcontractors on projects similar in size and scope.

c. Safety Manager with minimum (5) years' experience in providing safety oversight, training, and management on construction projects of similar size and scope.

Offeror must provide written acknowledgement of the requirement to maintain a physical presence of a Safety Manager and Project Superintendent at the project site any time work is taking place.

An Offeror that exceeds the minimum requirements for Key Personnel may be considered more favorably.

### **2. Quality Control/Safety Management:**

The Offeror must describe the processes to be used to ensure the quality of all products delivered and services provided in addition to safety management system used to oversee the safety compliance and performance of employees and subcontractors. The Offeror must include their firm's Experience Modification Rate (EMR) for the previous three calendar years. This rate compares company's annual losses in insurance claims against its policy premiums. The Offeror may submit an insurance company-provided equivalent rate if no EMR exists. If there is no EMR premium, for any year, the Offeror must affirmatively state so and explain why. Any extenuating circumstances that affect the EMR and negative trends should be addressed as part of the element. The Offeror may describe any awards or certifications that indicate the Offeror possesses a high quality process for producing the services required.

An Offeror that demonstrates high quality and innovative approach to quality control may be considered more favorably.

### **3. Small Business Subcontracting Plan:**

The Offeror must submit a Small Business Subcontracting Plan to include the goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, small disadvantaged business, women-owned small business and service-disabled veteran-owned small business concerns as subcontractors. The offeror must include all sub-contracts that contribute to contract performance and provide a statement detailing the total dollars planned to be subcontracted to any and all small business concerns. The Subcontracting Plan must depict how subcontractors will be managed onsite, along with the subcontractors' qualifications, years of experience and business size status. The Offeror must submit teaming agreements for all subcontractors. For any subcontractor whose work will exceed \$100,000, or for any contractor performing Mechanical, HVAC Controls, Roofing or Waterproofing trades, the Offeror must submit one (1) Past Performance Questionnaire (Attachment J-3) for a project of similar scope, size and complexity.

### **FACTOR 5: CORPORATE EXPERIENCE**

The offeror must submit a minimum of two (2) and a maximum of five (5) relevant construction projects that best

demonstrates the offeror’s experience on projects that are similar in size, scope, and complexity to the requirement in Attachment J-1 Specifications within the last five years from the release of the solicitation. The Government will not consider more than 5 projects. The offeror’s must demonstrate the depth of experience in performing relevant and recent construction projects.

An Offeror that submits more than two relevant and recent construction projects may be considered more favorably.

**FACTOR 6: PAST PERFORMANCE**

The offeror must provide a minimum of two (2) and up to five (5) Past Performance Questionnaires (Attachment J-3) for a contract of similar size and scope and completed within the last five (5) years from the date of this solicitation. The information provided on the Past Performance Questionnaire will be utilized to determine the quality of the offeror’s past performance. In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in the SIR. The Government reserves the rights to use other sources, such as Federal Government operated contractor performance reporting databases, and commercial sources to evaluate offeror past performance.

An Offeror may be considered more favorably if they submit more than two (2) questionnaires for projects that are relevant and recent with high ratings.

**M.4 RATING DESCRIPTIONS**

**Factor 1: Offer and Other Documents**

<b>Adjectival rating</b>	<b>Description of adjectival rating</b>
Satisfactory	Proposal contains all documentations indicating completeness and accuracy.
Unsatisfactory	Proposal does not meet the requirement set forth in Section L of SIR and is missing documents, has incomplete sections and/or contains errors

**Factor 2: Price Proposal**

The proposed prices will be evaluated for reasonableness. Analysis of price proposals will be performed using one or more of the techniques defined in AMS Toolbox T3.2.3.A.1c in order to determine price reasonableness. AMS 3.2.3.2 allows the Contracting Officer to require cost or pricing data if adequate information from sources other than the offeror cannot be obtained that is adequate to determine a fair and reasonable price. Reasonableness must represent a price to the Government a prudent person would pay in the conduct of competitive business. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in AMS Toolbox TS.2.3.A.1c. Offerors are cautioned that unreasonable prices may be grounds for eliminating a proposal from the competition based upon an apparent lack of understanding of the requirements.

**Factor 3 & 4: Technical Approach and Management Approach**

<b>Adjectival rating</b>	<b>Description of adjectival rating</b>
Outstanding	Proposal significantly exceeds minimum requirements and indicates an exceptional approach and understanding of the requirements. Proposal contains multiple strengths and no weaknesses or deficiencies. Risk of unsuccessful performance is very low.
Good	Proposal exceeds minimum requirements and indicates a thorough approach and understanding of the requirements. Proposal indicates at least one strength. Risk of unsuccessful performance is low.
Satisfactory	Proposal meets minimum requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal meets minimum requirements, but does not demonstrate an adequate approach or understanding of the requirements and contains at least one weakness and no offsetting strengths. Risk of unsuccessful performance is high.
Unsatisfactory	Proposal does not meet minimum requirements and/or allow the evaluators to determine whether the minimum requirements of the SIR are met, and thus contains at least one deficiency and is unawardable.

**Factor 5: Corporate Experience Relevancy Ratings**

<b>Adjectival rating</b>	<b>Description of adjectival rating</b>
Substantial Confidence	Based on the offeror's demonstration of their depth regarding recent/relevant experience the Government has a high expectation that the offeror will successfully perform the required effort. Offerors with at least three (3), but not more than five (5) "Relevant" and "Recent" projects. No weaknesses were observed.
Satisfactory Confidence	Based on the offeror's recent/relevant experience the Government has a reasonable expectation that the offeror will successfully perform the required effort. Offerors with at least two (2) "Relevant" and "Recent" projects. No weaknesses were observed.
No Confidence	Based on Offeror's lack of recent/relevant experience the Government has no expectation that the offeror will successfully perform the required effort. The Offeror shows deficiency by not providing at least two (2) projects that are both "Relevant" and "Recent".

Adjectival rating	Description of adjectival rating

**Factor 6: Past Performance Confidence Assessment**

Adjectival rating	Description of adjectival rating
Substantial Confidence	Based on the offeror’s recent/relevant performance record the Government has a high expectation that the offeror will successfully perform the required effort. Offerors with Past Performance Questionnaires for at least three (3), but not more than five (5) “Relevant” and "Recent" contracts which include all components of the Past Performance Questionnaire with ratings above “Satisfactory” and at least two (2) overall past performance ratings above “Satisfactory”, and without negative past performance ratings will receive a “Substantial Confidence”
Satisfactory Confidence	Based on the offeror’s recent/relevant performance record the Government has a reasonable expectation that the offeror will successfully perform the required effort. Offerors with two (2) Past Performance Questionnaires for “Relevant” and "Recent" contracts which include all components of the Past Performance Questionnaire with ratings of “Satisfactory” and without any negative past performance component ratings will receive a “Satisfactory Confidence” rating.
Limited Confidence	Based on the Offeror's recent/relevant performance record the Government has a low expectation that the offeror will successfully perform the required effort. Offerors with Past Performance Questionnaires for two (2) "Relevant" and "recent" contracts which included any Past Performance Questionnaire component ratings below "Satisfactory" will receive a "Limited Confidence" rating.
No Confidence	Based on Offeror's lack of recent/relevant experience the Government has no expectation that the offeror will successfully perform the required effort. Offeror's with less than two (2) Past Performance Questionnaires for "Relevant" and "Recent" contracts, or Offerors with Past Performance Questionnaires for two (2) "Relevant" and "Recent" contracts but any of which contained less than an overall "Satisfactory" rating for all components will receive a "No Confidence" rating.

### **Evaluation Definitions**

The following definitions are applicable:

**Deficiency** - An element that either fails to meet the requirement, or does not allow the evaluators to determine whether the minimum requirements or the SIR are met in the proposal.

**Clarification** - Normally used to eliminate minor irregularities or apparent clerical mistakes in the submission or presentation. Clarification includes correction or supplementation of statements within the offer; it does not include the providing of additional information not previously contained in the submission.

**Strength** - An aspect of the proposal that, if the Offeror were selected for award, would have a positive impact on the Government and provide added value beyond that of minimum requirements set out in the SIR.. An example would be an especially thoughtful, innovative or unique solution or approach to an evaluation area. Another example would be a unique solution, approach, or process for a technical or management problem or requirement that saves the Government time, material, or cost.

**Weakness** - A shortcoming in the proposal that, if the Offeror were selected, would have a negative impact on the Government.

**Substantiated** - Accompanied by competent, documented evidence that supports or otherwise verifies submission claims, approaches, or contents.

**Relevant** - Projects similar in scope, size and complexity to the requirements set forth in the Attachment J-1 of the Specifications.

**Recent** - Projects completed or substantially complete within the last five years from the date of the solicitation.

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

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

(End of clause)

### **3.2.4-30 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (APR 1996)**

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