



U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

Screening Information Request (SIR)  
Request for Offer

*SOLICITATION PACKAGE*

---

For: Replace Gazebo, Deck, and Area Way Stairs

Location: Leesburg, VA

Solicitation # 697DCK-21-R-00147

Issue Date: March 10, 2021

Submit Offers:

All submittals must be submitted electronically in  
PDF format to [Susan.Newcomb@faa.gov](mailto:Susan.Newcomb@faa.gov)

Submit By: 5:00 PM Eastern Daylight Time on April 13,  
2021

Special Features:


- Insurance is required
- Payment and Performance Bonds are required
- Estimated Cost : \$100,000 - \$300,000

This acquisition is.....

- conducted under **the FAA's Acquisition Mgmt System**
- conducted under **Screening Information Request (SIR)  
Request for Offer (RFO) procedures**
- Set Aside 100% for small businesses
- North American Industry Classification System (NAICS)  
code 237990 - \$39.5 Million

<b>SOLICITATION, OFFER AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 697DCK-21-R-00147	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	3. DATE ISSUED 03/10/2021	PAGE OF PAGES 1   62

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

4. CONTRACT NO.	5. REQUISITION/ PURCHASE REQUEST NO. ES-21-01256	6. PROJECT NO.
7. ISSUED BY CODE AAQ510ATL-AFN  FEDERAL AVIATION ADMINISTRATION AAQ-500 - REGIONAL ACQUISITIONS 1701 COLUMBIA AVENUE COLLEGE PARK GA 30337	8. ADDRESS OFFER TO	
9. FOR INFORMATION CALL: 	A. NAME Dawn Capers (CTR)	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 781-238-7659

**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)

Scope: Contractor to provide all labor, materials and supervision to replace exterior Gazebo, Deck, and Area Way Stairs. All work to be in accordance with FAA Specifications, Drawings and Wage Determinations.

The FAA, as the Federal Government, is tax exempt. The awarded prime contractor will be responsible for any/all local, state, and or other applicable taxes.

You must provide a detailed offer breakdown, in accordance with the divisions of the FAA Specifications, consisting at a minimum of how you calculated your proposal, i.e. labor, materials, overhead, profit, etc. If you fail to submit a detailed offer breakdown, your proposal runs the risk of being nonresponsive to the solicitation requirements, and as such could be disqualified from further consideration.

This is a negotiated procurement that will result in a firm fixed price, one job lump sum contract, which will be awarded to a single contractor.

All submittals must be submitted electronically in PDF format.

11. The Contractor shall begin performance within 10 calendar days and complete it within 90 calendar days after receiving  award  notice to proceed. The performance period is  mandatory,  negotiable. (See \_\_\_\_\_.)

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by 1700 (hour) local time 04/13/2021 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address. The solicitation number, and the date and time offers are due.

B. An offer guarantee  is.  is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 60 calendar days for Contract Authority acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (MUST BE FULLY COMPLETED BY OFFEROR)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14)
CODE <span style="float: right;">FACILITY CODE</span>	

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

**AMOUNTS**

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

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

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

AMENDMENT NO									
DATE									

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

**AWARD (To be completed by Contract Authority)**

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
---	------	--

26. ADMINISTERED BY <span style="float: right;">CODE <b>AAQ510ATL-AFN</b></span> FEDERAL AVIATION ADMINISTRATION AAQ-500 - REGIONAL ACQUISITIONS 1701 COLUMBIA AVENUE COLLEGE PARK GA 30337	27. PAYMENT WILL BE MADE BY
---	-----------------------------

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.)  Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.)  Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Contract Authority solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
---	---

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print)		
	Susan J. Newcomb		
30B. SIGNATURE	30C. DATE	31B. CONTRACT AUTHORITY	31C. AWARD DATE
		BY	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

697DCK-21-R-00147

PAGE

OF

3

62

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Delivery: 90 Days After Notice to Proceed Delivery Location Code: 1693303F 1693303F 693303 DOT FAA ZDC 530 ARTCC 825 E MARKET ST LEESBURG VA 201764404 US</p> <p>FOB: Destination</p> <p>JCN: 1602638</p> <p>Contractor to provide all labor, materials and supervision to replace exterior Gazebo, Deck, and Area Way Stairs. All work to be in accordance with FAA Specifications, Drawings and Wage Determinations.</p> <p>Electronic &amp; IT: 03</p>				

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

### **Section B - Schedule**

Scope: Contractor to provide all labor, materials and supervision to replace exterior Gazebo, Deck, and Area Way Stairs at the Leesburg ARTCC in Leesburg, VA. All work to be in accordance with FAA Specifications, Drawings and Wage Determinations.

**The Prime Contractor is responsible for all items of work identified in the attached FAA Statement of Work and provisions of the Contract as described in Section J.**

**A site visit is scheduled for Thursday, March 18, 2021 at 9:00 am. Due COVID restrictions each contractor is limited to two (2) attendees. All attendees must adhere to the attached COVID Letter. In addition, attendees must have a valid photo ID (i.e. state driver's license) to gain access to the site. All prospective attendees must submit a list of attendance 48 hours in advance to the site visit to Dawn.A-CTR.Capers@faa.gov and Susan.Newcomb@faa.gov. Any contractor not on the list will be denied access to the facility.**

**Due to COVID-19 restrictions, the award of this solicitation may be delayed. In the event that a delay will occur, the Contracting Officer will notify the appropriate offeror(s).**

**Note: All references to SAM.GOV in the clauses is hereby corrected to read <https://beta.sam.gov/>**

### **Clause List**

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

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

### **Scope of Work**

1. Federal Aviation Administration, Replace Gazebos and Stairs, Leesburg Air Route Traffic Control Center, Leesburg, Virginia dated October 2019

1A. Gazebo and Stairs Drawings as listed in the Specifications

### **Clause List**

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

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

### **Clause List**

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

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

### **Clause List**

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

- (a) 'Work' includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
  - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may:
  - (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or
  - (2) terminate for default the Contractor's right to proceed.



(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

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

(End of clause)

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

## **Section F - Deliveries or Performance**

### **Clause List**

**3.10.1-11 GOVERNMENT DELAY OF WORK (APR 1996)**

**3.10.1-24 NOTICE OF DELAY (MAR 2009)**

### **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)

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

## 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 10 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)

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

## Section H - Special Contract Requirements

### 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)

#### 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2020)

(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)

#### H.1 WAGE RATE DETERMINATION

In accordance with Clause No. 3.6.2-18 entitled “Davis-Bacon Act”, for any laborer or mechanic that is employed in a classification that is not listed in the following wage determination, after contract award the contractor is required to submit to the Contracting Officer, Standard Form 1444, Request for Authorization of Additional Classification and Rate. The request shall contain the proposed additional classification and minimum wage rate including any fringe benefit payments.

The applicable Wage Rate determination is **U.S. Department of Labor General Decision Number VA20200158 including modification 2 dated 02/05/2021, (Virginia, Statewide, Building)**, attached hereto, and made a part thereof.

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

## **Section I - Contract Clauses**

### **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)

#### **3.1.7-2 ORGANIZATIONAL 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)**

##### **3.2.2.3-47 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)**

##### **3.2.2.3-64 DISMANTLING AND DEMOLISHING OF PROPERTY (JUL 2004)**

**3.2.2.3-66 CONTRACTOR'S DAILY LOG (OCT 2014)**

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

**3.2.5-1 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)**

**3.3.1-15 ASSIGNMENT OF CLAIMS (JUL 2018)**

**3.3.1-19 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2021)**

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

**3.3.1-31 PROGRESS PAYMENTS (JUL 2018)**

**3.3.1-31 PROGRESS PAYMENTS (JUL 2018) - ALTERNATE I (JUL 2018)**

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

**3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES - FIXED PRICE CONTRACT (JUL 2019)**

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

**3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, SERVICE-DISABLED VETERAN OWNED, AND HUBZONE SMALL BUSINESS CONCERNS (JAN 2021)**

**3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, SERVICE-DISABLED VETERAN OWNED, AND HUBZONE SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2021)**

**3.6.1-7 LIMITATIONS ON SUBCONTRACTING (JAN 2021)**

**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 (JUL 2020)**

**3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (JUL 2020)**

**3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2020)**

**3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (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)**

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

**3.6.2-46 PAID SICK LEAVE (OCT 2020)**

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

**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)**

**3.6.3-23 DELIVERY OF ELECTRONIC AND PAPER DOCUMENTS (JAN 2020)**

**3.6.3-24 ASBESTOS NESHAP COMPLIANCE (OCT 2015)**

**3.6.3-25 AEROSOLS (OCT 2016)**

**3.6.3-26 FOAMS (OCT 2016)**

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

**3.6.4-11 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (APR 1996)**

**3.6.4-23 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JAN 2021)**

**3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (MAR 2009)**

**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)**

**3.10.1-15 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)**

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

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

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

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

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

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

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

(End of clause)

### **3.2.2.3-46 SUPERVISING THE CONTRACT WORK (JUL 2004)**

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

(End of clause)

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

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

(End of clause)

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

The Contractor (you) must

- (a) begin work under this contract within 10 calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than 90 calendar days. The time allowed for completion must include final cleanup of the premises.

(End of clause)

### **3.2.2.3-71 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (JUL 2004) - ALTERNATE I (JUL 2004)**

The Contractor (you) must

- (a) begin work under this contract within 10 calendar days after the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) complete the entire work ready for use not later than 90 calendar days. The time allowed for completion must include final cleanup of the premises.

(d) The completion date assumes that the successful offeror will receive the notice to proceed by July 2021. The CO will extend the completion date by the number of calendar days after the above date that you receive the notice to proceed, except to the extent that the delay in issuing the notice to proceed results from your failure to execute the contract and give the required performance and payment bonds to FAA within the time specified.

(End of clause)

### 3.3.1-33 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)

### **3.4.1-2 DEPOSIT OF ASSETS REQUIREMENTS (JAN 2017)**

(a) Except for payment bonds required for construction contracts, any offeror required to submit a surety bond as a result of this Screening Information Request may instead deposit assets in a form acceptable to the Federal Aviation Administration in an amount of [enter amount].

(b) When assets are deposited, the offeror must execute the bond form made a part of this SIR. Failure to deposit assets acceptable to the Federal Aviation Administration may be cause for termination of the contract for default.

(End of clause)

#### **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% of contract cost.

(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% of the contract cost 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.

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

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

(End of clause)

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

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

(End of clause)

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

(a) If the contractor has deposited assets instead of furnishing sureties for any bond required under this contract and the assets are in the form of checks, or drafts, the Contracting Officer will hold the assets in an account for the contractor's benefit.

(b) Upon contract completion, the contractor's funds will be returned as soon as possible, unless the Contracting Officer determines that part or all of the account is required to compensate the Federal Aviation Administration for costs it incurs as a result of the contractor's delay, default, or failure to perform. In such a case, the entire account will be available to compensate the Federal Aviation Administration.

### **3.4.1-10 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (OCT 2020)**

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

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

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

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

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

(End of clause)

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

The term 'local taxes,' as used in the "Federal, State, and Local Taxes - Fixed Price Contract" clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

### **3.6.1-1 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 2019)**

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the North American Industry Classification System (NAICS) standards in this Screening Information Request (SIR) at the time of submission of offer.

(b) General.

(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns will be considered nonresponsive and will be rejected.

(2) Any award resulting from this SIR will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(End of clause)

### **3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (JAN 2021)**

(a) Definitions. As used in this clause "Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 3.2.4-34, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is not dominant in its field of operation when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration will be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor must re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (f) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts;

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor must re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to

this contract. The small business size standard corresponding to this NAICS code can be found at: <https://www.sba.gov/document/support--table-size-standards> .

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (f) of this clause, the Contractor must make the re-representation required by paragraph (b) of this clause by validating or updating the representations and certifications submitted to the System for Award Management (SAM) as necessary, to ensure that the SAM record reflects the Contractor's current status. The Contractor must notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraph (e).

(End of clause)

### **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: 5.8

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)

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

(a) Definitions. As used in this clause:

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

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

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

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

(2) Submit this estimate to [susan.newcomb@faa.gov](mailto:susan.newcomb@faa.gov).

(End of clause)

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

(a) As required by EO 13834, and in accordance with the Clean Air Act Section 612, the Contractor must ensure that products that are purchased as a direct result of this contract will contain no ozone depleting substances or high global warming potential hydrofluorocarbons, wherever such alternatives exist as identified by the Significant New Alternative Policy (SNAP).

(b) A list of SNAP chemicals can be found on the EPA SNAP website at <http://www.epa.gov/ozone/snap/lists/index.html> or visit the Green Procurement Compilation, a centralized resource to assist federal agencies with sustainable acquisition that is searchable by product or service type, at <https://sftool.gov/GreenProcurement>.

(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 10 days after completion 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	[ ]	[ ]	[ ]
Domestic Construction Material	[ ]	[ ]	[ ]
Item 2			
Foreign Construction Material	[ ]	[ ]	[ ]
Domestic Construction Material	[ ]	[ ]	[ ]

(List name, address, phone number, and contact for supplier surveyed. Attach copy of response, if oral, attach summary)

\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

(End of clause)

**3.6.4-5 BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS (JUL 2010)**

(a) Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990 (Subtitle B of Title IX of Pub. L. 101-508, the Omnibus Budget Reconciliation Act of 1990) requires the use of steel and manufactured products produced in the United States when a project such as that covered by this contract receives funding.

(b) The Contractor shall deliver only steel and manufactured products produced in the United States. This requirement shall not apply where the Secretary or his or her designee has found--

(1) That its application would be inconsistent with the public interest;

(2) That such materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(3) In the case of the procurement of facilities and equipment under the Airport and Airway Improvement Act of 1982, (i) the cost of components and subcomponents which are produced in the United States is more than 60 percent of the cost of all components to be delivered under this contract, and (ii) final assembly of the facility or equipment to be delivered under this contract has taken place in the United States; or

(4) That inclusion of domestic material will increase the cost of the overall contract by more than 25 percent.

(c) In calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.

(d) This clause takes precedence over the provisions of clause "Buy American Act--Supplies" and clause "Buy American Act--Construction Materials" in respect to their applicability to steel and manufactured products.

(e) The offeror warrants that steel and manufactured products to be used in the project are produced in the United States, and that components of unknown origin are considered to have been produced or manufactured outside the United States. Should any end product be of foreign origin, the Contractor shall identify, in writing, such products and country of origin to the Contracting Officer prior to contract award. Such information is required in implementation of Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990, (Subtitle B of Title IX of P. L. 101-508, the Omnibus Budget Reconciliation Act of 1990).

(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:

[Fillin subcontract]

[Fillin subcontract]

[Fillin 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)

### **3.14-2 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:

Nancy Labissiere, Personnel Security Specialist, 718-553-2510

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)

### **3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JAN 2019)**

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

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

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

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

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

(1) Provide a current, unexpired passport and Place of Birth in order to attain a favorably adjudicated Security background check in accordance with the FAA Order 1600.72A, Contractor and Industrial Security Program; and,

(2) Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.

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

(End of Clause)



### **3.14-4 ACCESS TO FAA 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)

### **3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JUL 2013)**

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

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

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

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

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

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

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

- (1) FedBizOpps can be found at [www.fbo.gov](http://www.fbo.gov).
- (2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
- (3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI

policy and standards in FedBizOpps.

(4) As FedBizOpps uses the System for Award Management (SAM) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in SAM([www.sam.gov](http://www.sam.gov)) prior to seeking access to SUI through FedBizOpps.

(5) Instructions and guides on usage of FedBizOpps can be found at [www.fbo.gov](http://www.fbo.gov).

(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: Susan Newcomb Contracting Officer, AAQ- 540

1200 District Avenue

Burlington, MA 01803

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.

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

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

### Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	Full Spec for Replace Gazebos and Stairs	10/28/2019	115
1A	Gazebo Drawings	02/24/2020	13
2	Wage Determination	02/05/2021	6
3	COVID Letter	03/08/2021	4

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

## **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)**

#### **3.2.2.3-2 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)

**3.6.4-18 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 2021)**

(a) Definitions. As used in this provision-

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

(b) Prohibitions.

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

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

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

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

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

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

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

(d) Representations.

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

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

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

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

(1) For covered equipment

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

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

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

(2) For covered services-

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

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

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

(3) For covered equipment

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

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

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

(4) For covered services-

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

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

(End of Provision)

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

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

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

(c) *Representation.*

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

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

(end of provision)

**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)

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



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

### **Clause List**

#### **L.1 Submission of Offer**

*An Offeror shall submit an offer which shall include the following:*

**An Offeror shall submit an offer which shall include the following:**

**(a) Signed Standard Form 1442, SOLICITATION, OFFER/AWARD**

**(b) Part IV - Section K – REPRESENTATIONS AND CERTIFICATIONS**

**(c) Section L – Certification, Insurance and Past Performance Submittals**

#### **L.2 Financial Capability Documentation**

Offeror must include in their offer, a letter from their bank/financial institution indicating the credit worthiness of the company and the company's financial capability to perform this project. If available, please indicate the availability of a current Line of Credit (how much is it for, and what is the current balance as of your proposal date).

Also required is a letter from the company's surety detailing the company's total bonding capacity, to include the total bonding levels available, as well as the current bonding amount expended at the date of your response to this RFO. Offeror must demonstrate that they have adequate financial resources to perform this contract.

#### **L.3 Insurability Documentation**

Offeror must include in their offer, proof of insurance eligibility from companies authorized to do work in the State of Florida, as applicable. Your proof of eligibility must cover all operations under the contract whether performed by you the contractor, or your subcontractor. You must meet the minimum insurance requirements as outlined by the FAA Clauses herein, (see FAA Clause #3.4.1-12 Insurance (July 1996))" or by the FAA Specifications). Where any contradictions occur, the higher coverage's will govern.

#### **L.4 Client Past Performance Documentation**

*Each* Offeror will be evaluated on his/her past performance as reported by his/her client(s). Past Performance information may be used for responsibility determination.

Offeror must submit, in writing, a minimum of three (3) references, of similar scope of work for projects of similar nature and complexity work for General Construction projects exceeding \$150,000. References must include phone number, email address, a point of contact, their title, description of the service, location of the service, the value of the service, contract number of service, and dates of service. In order to be deemed responsive and responsible, potential contractors must display favorable past performance. Offeror with less than three (3) contracts performed successfully, will not be considered for award, exceeding \$150,000.00.

The government will focus on past performance information that demonstrates quality of performance relative to the complexity of the procurement under consideration.

Past Performance Information identified by the Offeror will be used for this review. References other than those identified by the Offeror may be contacted by the FAA and the information received may be used in the evaluation of the offeror's 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)**

##### **3.2.2.3-11 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)**

##### **3.2.2.3-16 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)**

#### **3.3.1-29 NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS (NOV 1997)**

##### **3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)**

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

(End of provision)

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

(a) The offeror (you) must submit responses to this SIR by the following electronic means email: Susan.Newcomb@faa.gov 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 Susan.Newcomb@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)

### **3.2.2.3-63 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: Dara Gershon  
Address: Leesburg ARTCC  
Leesburg, VA  
Telephone:703-771-3517

(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 2021)**

The North American Industry Classification System (NAICS) code for this procurement is: 237990.

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

For NAICS codes based on SBA's calculation of annual receipts, the annual average receipts cannot exceed 39.5 million.

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

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

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

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

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

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

(f) Protests shall be filed at:

(1) 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)

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

## Section M - Evaluation Factors for Award

### Clause List

#### M.1 Award

Award will be made to the technically acceptable Offeror who is determined to be responsible and whose proposal conforms to all requirements of this RFO/SIR, has acceptable Past Performance and Relevant Experience, and offers the lowest price to the FAA. Offers that are determined to have acceptable Financial Capability, Insurability, Past Performance, and sufficient experience, will continue to be evaluated based on the proposed price. The lowest price will then become the final determining factor for award.

An Offeror is determined to be acceptable by receiving the grade of “Pass” in the areas outline in L.2– L.4.

Past performance will be evaluated based upon input received from individuals and organizations familiar with the work, and standards of the Offeror. The FAA will determine whether the Offeror has a history of quality work, timeliness of performance, customer satisfaction, and demonstrated satisfactory cost and schedule control procedures. Less than satisfactory in any area will be considered as “fail” for past performance. 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. **Therefore, it is critical that each offer be fully responsive to this SIR/RFO.**

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. Additionally, 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 do not require discussions with all Offerors.

To be eligible for award, the Offeror must meet all the requirements of this RFO. However, the FAA reserves the right to reject any and all offers, waive any requirements, minor irregularities and discrepancies, if it All prospective Offerors must have a minimum of three (3) General Construction projects of similar complexity. See L.4, *Client Past Performance Documentation*. Offerors with less than three (3) satisfactorily completed contracts exceeding \$150,000 and less than five (5) years in business will not be considered for award.

The FAA contemplates award of a firm fixed price contract.

#### **M-0002 EVALUATION CRITERIA:**

Prospective offers must submit a technical and business proposal as discussed herein. Proposals will be technically evaluated as either “acceptable” or “not acceptable” on the basis of the following criteria.

- (1) Financial Capability Documentation
- (2) Insurability Documentation
- (3) Client Past Performance Documentation

Any proposal determined to be “not acceptable” in any evaluated area, criteria, or sub-element thereof, will render the entire proposal “unacceptable” and, therefore rejected from further consideration. One-on-one discussions may be held at the option of the Government, with one or more offers, as determined necessary by the Contracting Officer, to clarify statements, resolve issues, omissions, etc.

The following definitions apply:

Acceptable: The offerors' service satisfied the Government's minimum requirements as specified in the SIR. Few weaknesses, if any existed which were likely to affect overall program performance.

Unacceptable: The offerors' service did not meet the minimum requirements as specified in the SIR. Expected performance was likely to be impacted by the Offerors' proposal.

### **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)

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