| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. DTFAAC-09-R-06345 | 2. TYPE OF SOLICITATION [X] NEGOTIATED *(RFO)* | 3. DATE ISSUED 07/15/2009 | PAGE OF PAGES 1 of 32 |
|---|---|---|---|---|

IMPORTANT - THE "OFFER" SECTION ON THE REVERSE MUST BE FULLY COMPLETED BY OFFEROR.

| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. AC-09- 06345 | 6.PROJECT NO./WORK ORDER NO. |
|---|---|---|

7. ISSUED BY CODE

FAA, NAS Automation & Facilities Contracting Team (AMQ-210)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125-4929

8. ADDRESS OFFER TO *(If other than Item 7)*

FAA, Customer Service Desk (AMQ-100)
Attn: Rachel Hier
Room 313, Multi-Purpose Building
6500 South MacArthur Boulevard
Oklahoma City, OK 73125-4933

| 9. FOR INFORMATION CALL: ➢ | A. NAME Rachel Hier<br>Email: Rachel.hier@faa.gov | B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*<br>(405) 954-0526 |
|---|---|---|

**FIRM-FIXED-PRICE CONSTRUCTION** **SOLICITATION**

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10. The Government requires performance of the work described in these documents (Title, Identifying no., date):

Replace VORTAC at Scholes International Airport in Galveston, Texas.

THE ESTIMATED PRICE RANGE OF THIS PROCUREMENT IS: Between $1,000,000.00 and $5,000,000.00

11. The Contractor shall begin performance within 15 calendar days and complete it within the number of calendar days specified in clause 3.2.2.3-71, after receiving

___ Award, X Notice to Proceed. This performance period is [X] mandatory, ___ negotiable.

| 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "yes," indicate within how many calendar days after award in item 12B.)*<br>X YES NO ( ***see FAA Clause 3.4.1-4 and 3.4.1-5*** ) | 12B. CALENDAR DAYS<br>20 |
|---|---|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in **Original** and **NO** copies to perform the work required are due at the place specified in Item 8 by **2:00 p.m.** Local time **08/25/2009** ***(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 XX is, ___ is not required. IN THE AMOUNT OF 20% OF THE OFFERED PRICE, WHEN PROPOSAL EXCEEDS $100,000.

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 Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than item 14)*

**CODE** **FACILITY CODE**

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation. If this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(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. ACKNOWLEDGMENT 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 Government)***

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA
(To be cited on the funding document issued hereunder.)

24. SUBMIT INVOICES TO ADDRESS SHOWN IN ➢ ITEM 27
*(4 copies unless otherwise specified)*

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐

26. ADMINISTERED BY CODE
**FAA, NAS, Automation & Facilities Contracting Team (AMQ-210)**
**6500 South MacArthur Boulevard**
**P.O. Box 25082**
**Oklahoma City, OK 73125-4929**

27. PAYMENT WILL BE MADE BY
**FAA, Financial Operations Division (AMZ-100)**
**6500 South MacArthur Boulevard**
**P.O. Box 25710**
**Oklahoma City, OK 73125**

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

☐ 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, requisitions identified on this form and any continuation sheets for the consideration slated 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 the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this doc.)* Your offer on this solicitation is hereby accepted as to the items listed. This consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACT OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *Type or print)*

30B. NAME OF CONTRACTOR
BY _____
*(Signature of person authorized to sign)*

30C. DATE SIGNED

31B. UNITED STATES OF AMERICA
BY _____
*(Signature of Contracting Officer)*

31C. DATE SIGNED

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

The contractor shall furnish all labor, tools, materials, equipment, and supplies, necessary to accomplish the construction project: to replace the Very High Frequency Omnidirectional Radio Range with Tactical Air Navigation (VORTAC) at Scholes International Airport in Galveston Texas, as described in the attached specifications and drawings, set forth below and in accordance with the other terms, conditions, and provisions as set forth herein.

| ITEM NO. | DESCRIPTION | | AMOUNT |
|---|---|---|---|
| **0001** | Demolition – Removal of the existing facility. | Lump Sum | $_____ |
| **0002** | Building – Installation of precast concrete equipment shelter (GFM), including supporting steel framing, reinforced concrete foundation piles and pile cap, electrical service and grounding. | Lump Sum | $_____ |
| **0003** | Parking Area – Crushed rock surfacing and concrete access drive. | Lump Sum | $_____ |
| **0004** | Antenna Mast – Installation of foldover mast (GFM) for TACAN monitor antennas, including concrete foundation, and associated conduit and wiring. | Lump Sum | $_____ |
| **0005** | Cables Underground – Installation of underground cable, duct bank, and manholes for power, control, and RF cables. | Lump Sum | $_____ |
| **0006** | Engine Generator – Installation of diesel fuel tank and piping between tank and equipment shelter. | Lump Sum | $_____ |

Period of Performance: 120 days after Notice to Proceed.

***CLIN's have been created to allow for Capitalization of those assets; costs of work that can not be itemized in one of the CLIN's shall be included in the costs for CLIN 0002.***

**TOTAL PROPOSAL** **For the Job** **$_____**

## PART I - SECTION C
SCOPE OF WORK

### C.1 Statement of Work (SOW)

The contractor shall furnish all labor, tools, materials, equipment, and supplies, necessary to accomplish the construction project set forth, in accordance with the attached specifications and drawings, and all other terms, conditions, and provisions as set forth herein.

### C.2 Bid Versus Offer

References to the terms “bid”, “bidder”, etc. throughout the specification is intended to mean “offer”, “offeror”, etc.

### C.3 Specifications and/or Drawings

The following specifications and/or drawings are applicable to this acquisition:

Specifications: Construction of the Restoration of the Very High Frequency Omnidirectional Radio Range with Tactical Air Navigation (VORTAC) at Scholes International Airport in Galveston, Texas
Drawings: Scholes International Airport

### C.4 Emergency Situations and Exercises during Contract Performance (September 2001) CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer’s Technical Representative or a designated FAA contact point at the work site.

## PART I - SECTION D
PACKAGING AND MARKING

**NOT APPLICABLE**

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

**3.10.4-10 Inspection of Construction** (July 2001)

(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 inspect0ion 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.

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

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly and without additional charge all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may:

(1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and

(2) terminate for default the Contractor's right to proceed.

The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

## PART I - SECTION F
DELIVERIES OR PERFORMANCE

**Clauses and Provisions incorporated by reference:**
**3.10.1-11 Government Delay of Work** (April 1996)
**3.10.1-24 Notice of Delay** (February 2009)

**Clauses and Provisions incorporated in full text:**

### F.1 Working Hours

Work at the site shall be accomplished during normal business hours, Monday through Friday, excluding federally-established holidays, except when prior approval has been obtained from the Contracting Officer. Approval for overtime work shall not be construed as an agreement for payment of overtime work.

### F.2 Utility Outages and Shutdown

Utility outages and shutdown shall be coordinated with the Contracting Officer and Project Manager. Outages affecting FAA operations are required to be accomplished at night, on weekends or designated government holidays. Prior to any outage or shutdown, five (5) working days notification must be made to coordinate scheduling of any work to be performed during any hours.

### F.3 Contractor's Construction Schedule and Material Submittals

The contractor shall prepare and submit the construction work schedule to the Contracting Officer (CO) for approval within 14 days of the date established for "Commencement of Work." This period is in lieu of the 5 days set forth in Clause 3.2.2.3-56, which is incorporated by reference.

### F.4 Accelerated Delivery (January 1997) CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

**3.2.2.3-71 / alt 1 Starting, Performing, and Completing Work Alternate I** (July 2004)

The Contractor (you) must

(a) begin work under this contract within 15 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 as described for the base bid 120 days after notice to proceed. 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 5 calendar days after award of contract. 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.

## PART I - SECTION G
CONTRACT ADMINISTRATION DATA

**G.1 Release Form** (January 1997) **CLA.1227**

The contractor will be required to execute Contractor's Release Form DOT F 4220.4 (2-71) prior to final payment under the contract.

**G.2 Identification/Delivery of Government Property** (January 1997) **CLA.1401**

Immediately after award of contract the Government-owned property listed below will be available to the contractor for use in the performance of this contract.

| Description | National Stock No. | Quantity |
|---|---|---|
| 19' x 32' Precast Concrete Equipment Shelter | NA | 1 ea |
| Rigid fiberglass antenna shelter | 5411-01-325-19401 | 1 ea |
| Antenna mounting brackets | 5825-00-867-46521 | 16 ea |
| Base, Plate - Cast Alum. | 5985-00-682-7191-1 | 1 ea |
| TACAN Antenna | 5985-01-363-0217 | 1 ea |
| TACAN antenna collar | 5450-00-867-4780 | 1 ea |
| 63' tall fiberglass mast for TACAN monitor antenna | NA | 1 ea |

**G.3 Availability and Use of Utility Services** (January 1997) **CLA.1405**

The contractor may use existing utilities without charge, if available; however, the contractor at his own expense and in a workmanlike manner satisfactory to the Contracting Officer, shall furnish, install, and maintain all necessary temporary connections and distribution lines, and shall remove same prior to final acceptance of the construction.

**G.4 Payment Procedures** (July 1997) **CLA.2916**

(a) The contractor shall submit original invoices, including applications for progress payments, directly to:

FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(b) Payment for work performed or items furnished under this contract is subject to approval by the Contracting Officer. The contractor shall submit 2 copies of all invoices, including applications for progress payments, to:

FAA, Mike Monroney Aeronautical Center
NAS Automation & Facilities Contracting Team (AMQ-210)
Attn: Rachel Hier
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125

(c) Each invoice, including applications for progress payments, must reflect the contract number, delivery order number, and a description of the work, services, or items being invoiced. **Invoices shall be submitted to reflect billing for the appropriate CLIN identified in Section B of this solicitation.**

Final invoices submitted for payment shall be clearly marked as “FINAL”.

**3.10.1-23 Contracting Officer's Technical Representative--Construction Contracts** (July 2008)

(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 Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within five (5) calendar days prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.
(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:
(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;
(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;
(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and
(4) final acceptance under the contract.

## PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

### H.1 Permits and Responsibilities

The Contractor shall secure and pay for all permits, licenses, special inspections, etc., required in the execution of the work, whether of a permanent or temporary nature.

### H.2 Submission of Contract Performance and Payment Bonds (June 2006) CLA.3207

(a) Pursuant to AMS Clauses 3.4.1-4, Performance Bond Requirements, and 3.4.1-5, Payment Bond Requirements, incorporated herein by reference, the contractor shall within 15 calendar days after the award of the contract deliver to the Contracting Officer -

(1) A Performance Bond on Standard Form 25 (in duplicate) in a penal sum equal to 100 percent of the contract price, and

(2) A Payment Bond on Standard Form 25-A (in duplicate) in a penal sum equal to 50 percent of the contract price if the contract price is not more than $1 million; 40 percent of the contract price if the contract price is more than $1 million but not more than $5 million; or $2 1/2 million if the contract price is more than $5 million.

(b) Copies of Standard Form 25 and Standard Form 25-A are attached and listed at Section J.

(c) Each bond shall also be accompanied by a Power of Attorney (also in duplicate) whereby the surety company authorized the execution of the bond by its agent or employee.

(d) Each bond shall remain in full force and effect through the entire term of the contract, including extensions and warranty/guarantee periods, if any.

### H.3 Agreement to Participate in Alternative Dispute Resolution (April 1998) CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 “Contract Disputes”, the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a

contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

**H.4 Notice of Contractor Testimony** (September 2006) **CLA.4555**

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

**H.5 Personnel and Supervision (**October 2006) **CLA.4556**

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.6 Strikes or Picketing Affecting Timely Completion Of the Contract Work** **CLA.4557**
(September 2006)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

**PART II - SECTION I**
CONTRACT CLAUSES

**3.1-1 Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: : http://conwrite.faa.gov / (on this web page, select "Search and View Clauses").

**3.2.2.3-33** **Order of Precedence** (February 2009)
**3.2.2.3-42** **Differing Site Conditions** (July 2004)
**3.2.2.3-43** **Site Investigation and Conditions Affecting the Work** (July 2004)
**3.2.2.3-45** **Material and Workmanship** (July 2004)
**3.2.2.3-46** **Supervising the Contract Work** (July 2004)
**3.2.2.3-47** **Permits and Responsibilities** (July 2004)
**3.2.2.3-48** **Other Contracts** (February 2009)
**3.2.2.3-49** **Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements** (July 2004)
**3.2.2.3-50** **Property Protection** (February 2009)
**3.2.2.3-51** **Operations and Storage Areas** (July 2004)
**3.2.2.3-52** **Use and Possession Before the Project is Complete** (July 2004)
**3.2.2.3-53** **Cleaning Up and Roadway Maintenance** (July 2004)
**3.2.2.3-54** **Preventing Accidents** (July 2004)
**3.2.2.3-55** **Availability and Use of Utility Services** (July 2004)
**3.2.2.3-56** **Schedules for Construction Contracts** (July 2004)
**3.2.2.3-58** **Layout of Work** (July 2004)
**3.2.2.3-60** **Specifications, Drawings, and Material Submittals** (February 2009)
**3.2.2.3-62** **Preconstruction Conference** (July 2004)
**3.2.2.3-66** **Contractor's Daily Log** (July 2004)
**3.2.2.3-67** **Special Precautions for Work at Operating Airports** (July 2004)
**3.2.2.3-68** **Safety and Health** (July 2004)
**3.2.2.7-6** **Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (February 2009)
**3.2.2.7-8** **Disclosure of Team Arrangements** (April 2008)
**3.2.5-1** **Officials Not to Benefit** (April 1996)
**3.2.5-3** **Gratuities or Gifts** (January 1999)
**3.2.5-4** **Contingent Fees** (October 1996)
**3.2.5-5** **Anti-Kickback Procedures** (October 1996)
**3.2.5-6** **Restrictions on Subcontractor Sales to the FAA** (April 1996)
**3.2.5-7** **Disclosure Regarding Payments to Influence Certain Federal Transactions** (June 1999)
**3.2.5-8** **Whistleblower Protection for Contractor Employees** (April 1996)
**3.3.1-9** **Interest** (January 2008)
**3.3.1-15** **Assignment of Claims** (April 1996)
**3.3.1-19** **Prompt Payment for Construction Contracts** (January 2003)
**3.3.1-31** **Progress Payments** (November 2000)
**3.4.1-1** **Proposal Guarantee** (Apr 1996)
**3.4.1-4** **Performance Bond Requirements** (Apr 1996)
**3.4.1-5** **Payment Bond Requirements** (Apr 1996)
**3.4.1-7** **Notice to Proceed** (April 1996)
**3.4.1-10** **Insurance--Work on a Government Installation** (July 1996)
**3.4.2-6** **Taxes--Contracts Performed in U.S. Possessions or Puerto Rico** (October 1996)
**3.4.2-8** **Federal, State, and Local Taxes--Fixed Price Contract** (April 1996)
**3.5-4** **Patent Indemnity--Construction Contracts** (January 2009)
**3.6.1-4** **Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan** (April 2007)
**3.6.2-1** **Contract Work Hours and Safety Standards Act-Overtime Compensation** (September 2003)
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**3.6.2-9** **Equal Opportunity** (August 1998)
**3.6.2-12** **Affirmative Action for Special Disabled and Vietnam Era Veterans** (April 2007)

**3.6.2-13** **Affirmative Action for Workers with Disabilities** (April 2000)
**3.6.2-14** **Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era** (April 2007)
**3.6.2-16** **Notice to the Government of Labor Disputes** (April 1996)
**3.6.2-18** **Davis Bacon Act** (April 1996)
**3.6.2-19** **Withholding--Labor Violations** (April 1996)
**3.6.2-20** **Payrolls and Basic Records** (June 1999)
**3.6.2-21** **Apprentices, Trainees, and Helpers** (April 1996)
**3.6.2-22** **Subcontracts (Labor Standards)** (April 1996)
**3.6.2-23** **Certification of Eligibility** (April 1996)
**3.6.2-35** **Prevention of Sexual Harassment** (August 1998)
**3.6.2-37** **Notification of Employees Rights Concerning Payment of Union Dues or Fees** (April 2007)
**3.6.2-39** **Trafficking in Persons** (January 2008)
**3.6.3-13** **Recycle Content and Environmentally Preferable Products** (April 2009)
**3.6.3-14** **Use Of Environmentally Preferable Products** (April 2009)
**3.6.3-16** **Drug Free Workplace** (February 2009)
**3.6.4-3** **Buy American Act--Construction Materials** (July 1996)
**3.6.4-10** **Restrictions on Certain Foreign Purchases** (April 1996)
**3.9.1-1** **Contract Disputes** (November 2002)
**3.9.1-2** **Protest After Award** (August 1997)
**3.10.1-7** **Bankruptcy** (April 1996)
**3.10.1-8** **Suspension of Work** (August 1998)
**3.10.1-15** **Changes--Construction, Dismantling, Demolition, or Removal of Improvements** (July 1996)
**3.10.1-16** **Changes and Changed Conditions** (April 1996)
**3.10.1-19** **Modification Cost Proposal - Price Breakdown (Construction)** (April 1996)
**3.10.1-20** **Warranty--Construction** (April 1996)
**3.10.1-25** **Novation and Change-Of-Name Agreements** (October 2007)
**3.10.2-1** **Subcontracts (Fixed-Price Contracts)** (April 1996)
**3.10.4-23** **Contractor and Subcontractor Compliance with Fastener Act** (November 1997)
**3.10.6-1** **Termination for Convenience of the Government (Fixed Price)** (October 1996)
**3.10.6-6** **Default (Fixed Price Construction)** (October 1996)
**3.13-5** **Seat Belt Use by Contractor Employees** (January 1999)
**3.14-3** **Foreign Nationals as Contractor Employees** (July 2008)

**Clauses and Provisions incorporated in full text:**

**I.1 Save Harmless and Indemnity Agreement** (January 1997) **CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting in whole or in part from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

**I.2 Liability Insurance** (January 1997) **CLA.3212**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and California State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than $100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than $500,000 for each occurrence and property damage limits of liability of not less than $100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $100,000 per occurrence for property damage.

(b) 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.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA-Mike Monroney Aeronautical Center
NAS Automation & Facilities Contract Management
Team (AMQ-210)
P. O. Box 25082
Oklahoma City, OK 73l25

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

**3.2.2.3-39 Requirements for Cost or Pricing Data or Other Information --Modifications** (July 2004)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed $25,000. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or

by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [***_____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

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

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

**3.3.1-2 Payments under Fixed-Price Construction Contracts** (April 1996)

(a) The FAA shall pay the Contractor the contract price as provided in this contract.

(b) The FAA shall make financing payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining financing payments, in such detail as requested by the Contracting Officer. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if --

(1) Consideration is specifically authorized by this contract; and

(2) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Along with each request for financing payments, the contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for financing payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

_____

(Name)

_____

(Title)

_____

(Date)

(d) If the Contractor, after making a certified request for financing payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the unearned amount), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency;

(2) Be obligated to pay the FAA an amount (computed by the Contracting Officer in the manner provided in "Interest" clause) equal to interest on the unearned amount from the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for financing payments by an amount equal to the unearned amount.

(e) If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future financing payments that amount the Contracting Officer considers adequate for protection of the FAA and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) All material and work covered by financing payments made shall, at the time of payment, become the sole property of the FAA, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the FAA to require the fulfillment of all of the terms of the contract.

(g) In making these financing payments, the FAA shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) above shall not apply to that portion of financing payments attributable to bond premiums.

(h) The FAA shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the FAA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.

(i) Notwithstanding any provision of this contract, financing payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A contract action is any action resulting in a contract, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the "Changes" clause, or funding and other administrative changes.

**3.3.1-33 Central Contractor Registration** (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"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 CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR 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 CCR 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 CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; 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 CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR 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.ccr.gov/ or by calling 1-888-227-2423, or 269-961-5757.

**3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration** (February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and

may also include the payment information transfer.
(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"
(i) Accept payment by check or some other mutually agreeable method of payment; or
(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.
(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"
(i) Making a correct payment;
(ii) Paying any prompt payment penalty due; and
(iii) Recovering any erroneously directed funds.
(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"
(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

**3.6.2-24 Affirmative Action Compliance Requirements for Construction** (November 1997)

(a) Definitions.

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

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

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of $10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

***Goals for minority participation: 10.2***
***Goals for female participation: 6.9***

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

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

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

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

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

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

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

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

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of

Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

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

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

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

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

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

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

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

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

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

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

(End of clause)

**3.6.3-12 Asbestos - Free Construction** (April 2009)

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

**3.14-2 Contractor Personnel Suitability Requirements** (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:
(1) Facilities;
(2) Sensitive information; and/or;
(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.
Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A; appendix A.
(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are: **Low Risk – 1; an FAA Resident Engineer will be assigned and escort contractor personnel during the period of performance**.
(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.
The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:
- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):
- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

Mike Monroney Aeronautical Center Contracts:
Mgr., Investigations and Internal Security Branch, AMC-700
Federal Aviation Administration
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.
(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained 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.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) 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.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

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

| ATTACHMENT | TITLE | DATE | NO. OF PAGES |
|---|---|---|---|
| 1 | Specifications: Construction of the Restoration of the Very High Frequency Omnidirectional Radio Range with Tactical Air Navigation (VORTAC) at Scholes International Airport, Galveston Texas | 04/2009 | 158 |
| 2 | Drawings: Scholes International Airport | 04/2009 | 48 |
| 3 | Appendix A: Advisory Circular 150 | | 26 |
| 4 | Appendix B: Contractor Completion Certificate | | 2 |
| 5 | Appendix C: Results of Boring Tests | | 6 |
| 6 | Appendix D: TRDR Forms | | 13 |
| 7 | Davis Bacon Wage Rate Decision, General Decision No. TX080010 Construction Type: Building | 04/10/2009 | 8 |
| 8 | Business Declaration Form | | 1 |
| 9 | Bid, Payment, and Performance Bonds | | 6 |
| 10 | Past Performance Form | | 1 |

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

**The following Provisions are incorporated by reference:**
**3.2.5-2** **Independent Price Determination** (October 1996)
**3.6.2-5** **Certification of Nonsegregated Facilities** (February 2009)

**The following Provisions are incorporated in full text:**
**K.1 NAICS Code and Small Business Size Standard** (November 2000) **CLA.0126**

(a) The North American Industry Classification System (NAICS) code for this acquisition is 236220.
(b) The small business size standard is $33.5 million.
(c) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.2 Screening Information Request Document Certification** (March 1999) **CLA.4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**3.2.2.3-10 Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--
(a) You operate as [ ] a corporation incorporated under the laws of the State of _____ , [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture or [ ] other _____[specify what type of organization].
(b) If you are a foreign entity, you operate as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in _____ .
(country)

**3.2.2.3-15 Authorized Negotiators** (July 2004)

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

**3.2.2.3-70 Taxpayer Identification** (July 2004)

(a) Definitions.
(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.
(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.
(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.
(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

[ ] TIN: _____

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

[ ] Offeror is an agency or instrumentality of a foreign government;

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

[ ] Other--State basis. _____.

(d) Corporate Status.

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

[ ] Other corporate entity

[ ] Not a corporate entity

[ ] Sole proprietorship

[ ] Partnership

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

(e) Common Parent.

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

[ ] Name and TIN of common parent:

Name _____

TIN _____

**3.2.2.7-7 Certification Regarding Responsibility Matters** (February 2009)

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

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

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

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

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

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.
(1) Federal taxes are considered delinquent if both of the following criteria apply:
(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples
(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently
required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(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 shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(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)

**3.3.1-35 Certification of Registration in Central Contractor Registration (CCR)** (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

**3.6.2-6 Previous Contracts and Compliance Reports** (April 1996)

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

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

**L.1 The following Provisions are incorporated by reference:**

**3.1.7-4** **Organizational Conflict of Interest – Short Form** (February 2009)
**3.2.2.3-1** **False Statements** (July 2004)
**3.2.2.3-11** **Unnecessarily Elaborate Submittals** (July 2004)
**3.2.2.3-12** **Amendments to Screening Information Requests** (July 2004)
**3.2.2.3-13** **Submission of Information/Documentation/Offers** (July 2004)
**3.2.2.3-14** **Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
**3.2.2.3-16** **Restricting, Disclosing and Using Data** (July 2004)
**3.2.2.3-17** **Preparing Offers** (July 2004)
**3.2.2.3-18** **Prospective Offeror's Requests for Explanations** (February 2009)
**3.2.2.3-19** **Contract Award** (July 2004)
**3.3.1-28** **Notice of Progress Payments** (November 1997)
**3.13-4** **Contractor Identification Number—Data Universal Numbering System (DUNS) Number** (April 2006)

**L.2 INFORMATION AND CONSIDERATIONS AFFECTING VENDOR PROPOSAL SUBMISSIONS**

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of the technical proposals and cost/price proposals. Evaluations will permit the FAA to select an offer that is the most highly rated submission based on overall best value to the FAA.

(c) In accordance with AMS 3.2.2.3.1.2.2, Communications with Offerors, the FAA may communicate with one or more Offerors at any time during SIR process. Communications with one Offeror do not necessitate communications with other Offerors since communications will be specific to that Offeror. Information determined to have common application and not considered prejudicial to any Offeror will be communicated to all Offerors.

(d) This document constitutes a formal SIR for which an award may be made without further discussions/negotiations. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of their proposals as set forth herein.

(e) *Relationship between Sections L and M.* Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover all areas identified in Section M, proposals should address all such areas for evaluation.

**L.3 GENERAL INFORMATION**

(a) Offerors are instructed not to contact any FAA or other Government employee regarding this procurement, other than the individuals identified as appropriate points of contacts, without the approval of the Contracting Officer.

(b) All Prospective Offerors must formally submit any technical questions or clarification requests directly to the Contracting Officer – Ms. Rachel Hier. Requests can be submitted at anytime but must be electronically submitted to Rachel.hier@faa.gov no later than **3:00 p.m**., Central Daylight Time (CDT) on **Friday, August 7, 2009.**

(c) Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the Government office designated in the solicitation by the time specified in Block 13 of the SF 1442.

Offers shall submit responses to the solicitation by mail to:

Federal Aviation Administration
NAS Contracting Team, AMQ-210
Multi-Purpose Building, Room 313
Attn: Rachel C. Hier
6500 South MacArthur Blvd.
Oklahoma City, OK 73125

**L.4 INSTRUCTIONS FOR PREPARATION OF PROPOSALS**

(a) *Submission of offers.* Submit signed and dated offers to the office specified in this SIR at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1442, letterhead stationary, or as otherwise specified in the solicitation. As a minimum, offers must show---

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the Offeror;

(4) An Experience/Past Performance Proposal, as described in Section L.5;

(5) Terms of any express warranty;

(6) A Price Proposal, as described in Section L.6;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications found in Section K of this SIR;

(9) A completed copy of the business declaration found as Attachment 5 in Section J;

(10) Acknowledgement of Solicitation Amendments;

(11) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information). Offerors must submit the required number of Past Performance Information (PPI) required by the RFP; and

(12) If the offer is not submitted on the SF 1442, include a statement specifying the extent of agreement with all terms, conditions and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(b) *Late submissions, modifications, revisions and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an Offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(c) *Contract award.* The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(d) *Data Universal Numbering System (DUNS) Number.* The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern. If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An Offeror within the United States may contact Dun and Bradstreet by calling 1-866—705-5711 or via the internet at http://www.dnb.com. An Offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(e) *Debriefing.* If a post-award debriefing is given to requesting Offerors, the debriefing will be conduct in accordance with AMS 3.2.2.3.1.4.

**L.5 SUBMISSION OF OFFERS**

Offerors shall follow these general proposal instructions when submitting their Proposals. All Proposal information is subject to verification by the Government. The Government expects to receive a large number of Proposals in response to this Solicitation and therefore intends to strictly enforce all terms of the Solicitation. Failure to comply with the Solicitation terms may be grounds for the Government rejecting an Offeror's Proposal.

Offerors' responses to the Request for Offer (RFO) shall be submitted in separate volumes; identified as "Experience/Past Performance – Volume-1", and "Price Proposal – Volume-2". A complete proposal "set" includes a Volume 1, and a Volume 2. Offerors shall submit, by U.S. Mail, three (3) hard-copy proposal sets (one original and two duplicates) plus one (1) proposal set in electronic format – CD ROM in Adobe Acrobat Reader 7.0 – Version 7.0.9 (PDF Format) by the closing date listed in the Solicitation. The "set" shall be sealed in one parcel and clearly marked with your firm's name, address and RFO No. DTFAAC-09-R-06345. **Note: The experience and past performance proposals (Volume 1) shall not contain any pricing information.**

To assist the Government in its evaluation, each page of the submitted proposal shall be identified with the Offeror's name. The Offerors shall submit their proposal in an orderly manner that makes it easy to identify and correlate the information to the evaluation factor being addressed.

Additionally:

(a) Proposal shall identify the Offeror, date of submission, and solicitation number as listed in Block 1 of the SF 1442;

(b) The proposal submissions shall be limited to 40 pages;

(c) Pages shall be numbered consecutively;

(d) No smaller font size than 12 pitches;

(e) Limit to 8 1/2" x 11" white paper;

(f) Margins shall be no smaller than 1";

(g) Proposals shall be bound as stated above;

(h) Prospective Offerors are discouraged from submitting high gloss, color pictures, and/or professional written marketing material.

**L.6 EXPERIENCE/PAST PERFORMANCE PROPOSAL**

The Experience/Past Performance Proposal shall be submitted in a sealed envelope/package/box and marked in the bottom right corner "Experience/Past Performance Proposal – Volume-1 – Submitted in Response to RFO DTFAAC-09-R-06345 – Do Not Open". Identify the original as "Original" on the cover of the proposal. The Experience/Past Performance Proposal shall be submitted in a three-ring binder with a table of contents and tabbed, and shall include:

(a) Experience/Past Performance: Contractor shall submit a list of contracts/delivery orders/task orders the company has performed as they relate to the requirements identified in the attached specifications, drawings and appendices of this solicitation. Attachment 10, Past Performance Form, identified in Section J of this solicitation has been provided to assist the contractor in compiling the necessary information. Contractors shall also provide a brief description as to how the contracts identified relate to the work described in the attached specifications, drawings and appendices of this solicitation; and

(b) Contractor shall submit a completed Past Performance Form, Attachment 10 under Section J, for each contract/delivery order/task order and any additional supporting documentation as referenced on that form.

**L.7 PRICE PROPOSAL**

The Price Proposal shall be submitted in a sealed envelope and marked in the bottom right corner "Price Proposal – Volume-2 – Submitted in Response to RFO DTFAAC-09-R-06345 – Do Not Open". Identify the original as "Original" on the cover of the proposal.

It is anticipated that price analysis will be based on adequate price competition; therefore, Offerors are not required to submit cost or pricing data with its proposal. However, if after receipt of offers it is determined that adequate price competition does not exist, uncertified, yet detailed, cost or pricing data may be required.
If deemed necessary, the Offeror shall provide current, complete and accurate cost or pricing data within ten (10) calendar days after receipt of the contracting officer's request.

The Price Proposal shall include the following:

(a) Signed/completed SF 1442 (Solicitation, Offer, and Award [Construction, Alternation, or Repair]);

(b) The Offeror shall provide completed Section B and shall follow the CLIN numbering structure identified in Section B, for evaluation purposes, the Offeror shall identify each element that makes up the pricing for each CLIN;

(c) Signed acknowledgement of Amendments, as necessary;

(d) Completed Business Declaration Form, Attachment 8 in Section J; and

(e) Completed Section K – Representation, Certifications, and Other Statements of Offeror provided in this RFO.

**L.8 PROPOSAL ACCEPTANCE**

(a) Only one proposal from each Offeror will be considered. Multiple offers from the same Offeror will be rejected as being non-responsive to Solicitation requirements.

(b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.

(c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

**L.9 DISPOSITION OF UNSUCCESSFUL PROPOSALS**
Proposals from unsuccessful Offeror's will not be returned. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

**L.10 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS CLA.4533 (JANUARY 1997)**
Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an Offeror takes issue with the terms and conditions contained herein, the Offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in the Offeror's format, on company letterhead, signed by an officer of the company with authority to bind the Offeror. The request must include documentation that fully highlights the Offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed upon by both the FAA and the Offeror and incorporated into the document prior to contract award.

**L.11 SUBCONTRACTING PLAN (SEPTEMBER 2007) CLA.4559**
In accordance with the AMS Clause 3.6.1-4, Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan, Contractors are reminded that a subcontracting plan may be required. Within 10 days of the Contracting Officer's request, Contractor's must submit a plan that must include, at a minimum, the information found at 3.6.1-4(d).

**L.12 3.2.4-1 TYPE OF CONTRACT (R) (APRIL 1996)**
The FAA will award a single Firm Fixed price contract as a result of this SIR.

**L.13 3.2.2.3-63 SITE VISIT (CONSTRUCTION) (JULY 2004)**

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

(b) A pre-proposal conference, followed by a site visit, will be held on **Tuesday, August 4, 2009 at 10:00 a.m. local time** at the Scholes International Airport, 2115 Terminal Drive, Galveston, TX 77552. Please, advise the Contracting Officer, Rachel Hier via email at Rachel.hier@faa.gov of your intent to attend by **2:00 p.m., Thursday, July 30, 2009**

**L.14 3.9.1-3 PROTEST (NOVEMBER 2002)**
AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE VENDOR OR POTENTIAL VENDOR 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) Vendors 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. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not

"interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

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

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

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

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

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

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

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

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

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

# PART IV - SECTION M
EVALUATION FACTORS FOR AWARDS

## M.1 UNACCEPTABLE PROPOSALS
Any Proposal which does not meet the minimum requirements of the Solicitation may be rejected as non-conforming to Solicitation requirements.

## M.2 EVALUATION
(a) *Evaluation Factors*. The Government will award a single, Firm Fixed Price type contract resulting from this SIR, to the responsible offeror whose offer conforms to the solicitation and will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

FACTOR 1: Corporate Experience

FACTOR 2: Past Performance

FACTOR 3: Price

(b) *Evaluation Process.* All Offerors are required to submit an Experience/Past Performance and Price Proposal, as described above in Section L. The Government will then evaluate all conforming and timely submitted Proposals pursuant to the evaluation process described in this Section.

(c) *"Best Value" Tradeoff.* Award will be made to the responsible Offeror whose Proposal is determined to provide the "best value" to the Government. The Government will evaluate the Non-Price Evaluation Factors listed above (i.e., Corporate Experience and Past Performance), which are approximately equal in importance to each other, and when combined, are significantly more important than Price, for the "best value" technical tradeoff analysis. The relative importance of Price will increase if Offerors are considered essentially equal under the evaluation of their respective Corporate Experience/Past Performance Proposals. To the extent that any of the Evaluation Factors consist of sub-factors, the sub-factors are listed in descending order of importance.

(d) *Discussions.* The Government intends to evaluate proposals and make award without discussions with Offerors, except for clarifications, in accordance with AMS 3.2.2.3.1.2.2. Accordingly, initial Proposals should contain the Offerors' best terms. The Government reserves the right to conduct discussions if determined necessary.

(e) *Notice of Award.* A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

## M.3 EVALUATION FACTOR 1 – CORPORATE EXPERIENCE
The Government will evaluate each Offeror's experience in the areas listed below to ensure that the Offeror is qualified to perform. Offerors shall utilize Attachment 10 in Section J of this SIR to identify Corporate Experience proposed for this requirement. As disclosed in the projects identified by the Offeror as part of its Proposal, the Government will evaluate the Offeror's experience as it relates to the requirements identified in the attached specifications, drawings and appendices of this solicitation. The Government will evaluate the quantity and quality of the Offeror's experience, as reflected in the projects' relative size, scope, and complexity. The Government will assess the relative risk of performance for each Offeror based upon its Experience performing projects in these areas. Those Offerors which possess greater, more in-depth, and more relevant recent experience will be evaluate more favorably than those Offerors which have less experience.

## M.4 EVALUATION FACTOR 2 – PAST PERFORMANCE
(a) *General Description.* The Government will evaluate the Offerors' past performance under existing and prior contracts as it relates to the requirements identified in the attached specifications, drawings and appendices. Performance information provided as described in Section L.5 will be used to assess each Offeror's probable performance risk based upon "how well" it has performed under these projects. When accessing the past performance information for an Offeror, the Government will consider the Offerors' explanation about the relevance of the projects listed, any problems that the Offeror encountered during the course of performance, the actions that the Offeror took to overcome such obstacles; and quality awards or other certifications that indicate the Offeror possesses a high-quality process for developing and producing the product or service required. The Government

will consider past performance information regarding predecessor companies to the Offeror, but only if the Offeror explains the relationship between such predecessor companies and the Offeror. Offerors with no past performance information will be evaluated with neither a favorable or unfavorable rating. For those Offerors which submit a proposal in the form of a Contractor Teaming Arrangement (CTA), the Government will evaluate the past performance information for each member of the CTA, as applicable and relevant to the work that each member will perform.

(b) *Sources of Information.* The Government may contact the references provided in the Offerors' Proposal, conduct interviews with Contracting Officers, Contracting Officer Technical Representatives, Program Managers, and any other outside sources, including without limitation the Past Performance Information Retrieval Systems and other past performance systems.

(c) *Subfactors.* The Past Performance Evaluation Factor will be evaluated under the following sub-factors, listed in descending order of importance:

(1) *Quality of Service* – The Government will evaluate the Offeror's ability to provide quality service that meets/exceeds the customer quality requirements and conforms to contract requirements.

(2) *Schedule* – The Government will evaluate the Offerors' ability to meet all schedule goals related to the completion of the project.

(3) *Price/Cost* – The Government will evaluate the Offeror's ability to perform its contractual obligations at the agreed upon price/cost.

(4) *Business Relations* – The Government will evaluate the Offeror's ability to integrate and coordinate all activity needed to perform as required under the contract, including its business relations with sub-contractors, government project directors, and contracting officers. The Offeror may include a CTA as a component of their Exhibit "A" proposal submission for Factor 1 above. The Government will evaluate how well the Offeror has performed with the members of its team. Members of a CTA with a proven track record of working well with each other will be more favorably evaluated than those members of a CTA which have a limited or no track record of working with each other.

**M.5 EVALUATION FACTOR 3 – PRICE**

Offeror's price proposals will be evaluated to determine price reasonableness. Price Reasonableness will be accomplished by comparing the pricing submitted with that of the other proposals received and additional data as required. Prices, which are excessively high or low, may be considered unreasonable, and the proposal may receive no further consideration.

End of Solicitation