SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	DTFAEN-11-R-00075	☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*	April 20, 2011	1 OF 42

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	SO-11-01871	

7. ISSUED BY	8. ADDRESS OFFER TO
Federal Aviation Administration **Eastern Logistics Service Area** **Southern Region, ASO-52** **1701 Columbia Avenue** **College Park, GA 30337**	**Federal Aviation Administration** **Eastern Logistics Service Area** **Southern Region, ASO-52** **1701 Columbia Avenue** **College Park, GA 30337**

9. FOR INFORMATION CALL: ➔	A. NAME	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Karina Espinosa	404-305-5646

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, Identifying no., date)*:

REPLACE EXISTING BARBED WIRE FENCE WITH CHAIN-LINK FENCE AT REMOTE COMMUNICATIONS AIR GROUND (RCAG) FACILITY, ALBEMARLE, NORTH CAROLINA.

This requirement is offered to all qualified, responsive concerns and offers will be considered using a tiered order of precedence. See Section "M" of the solicitation package

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11. The Contractor shall begin performance within 30 calendar days and complete it within 30 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ 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.)* ☐ YES ☒ NO	12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 4:30 EST *(hour)* local time May 4, 2011 *(date)*: Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

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

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)*

AMOUNTS ➔	Materials $ _____	Labor $ _____	Total $ _____

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

19. ACKNOWLEDGEMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)

AMENDMENT NO.										
DATE										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ➔	ITEM 26	25. RESERVED.

26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
Federal Aviation Administration **Eastern Logistics Service Area** **Southern Region, ASO-52** **1701 Columbia Avenue College Park, GA 30337**	FAA/MMAC AMZ-110-SO P.O. BOX 25710 OKALAHOMA CITY, OKLAHOMA 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 requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER *(Type or print)* **Gail Edwards**

30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DTFAEN-11-Q-00015	PAGE 3	OF 42

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SCHEDULE OF BID ITEMS **FOR** **REPLACE EXISTING BARBED WIRE FENCE WITH CHAIN-LINK FENCE AT REMOTE COMMUNICATIONS AIR GROUND (RCAG) FACILITY, ALBEMARLE, NORTH CAROLINA.**				
1	Remove existing Barbed Wire Fence	1	JOB		_____
2	Install chain link fence	1	JOB		_____
	Total				_____
	This requirement is offered to all qualified, responsive concerns and offers will be considered using a tiered order of precedence. See Section "M" of the solicitation package				

PART I - SECTION C
SCOPE OF WORK

FOR REPLACING THE EXISTING BARBED-WIRE PERIMETER FENCE
WITH
A NEW CHAIN-LINK SECURITY FENCE
AT THE
REMOTE COMMUNICATION FACILITY
ALBEMARLE, NC

1. GENERAL.

1.1. These specifications cover the requirements of the Federal Aviation Administration for removing the existing 4' high barbed-wire perimeter fence and installing a new 8' high chain-link security fence at the Remote Communication facility, located near Albemarle, NC.

1.2. The requirements of these specifications are intended to be in conformity with all current building and OSHA codes. If they are found to be in conflict, the contractor shall notify the pertinent FAA official prior to continuing. The contractor shall also adhere to all Federal, state, and local labor and safety statutes that may apply.

1.3. ACRONYMS AND ABBREVIATIONS.
CFM - Contractor Furnished Material
CLT – Identifier for Charlotte, NC
CO - Contracting Officer
COR - Contracting Officer's Representative
DO – District office
FAA - Federal Aviation Administration
GA – Gauge of steel wire (US Steel Wire Gauge)
GFM - Government Furnished Material
MAX - Maximum
MIN – Minimum
NTP - Notice To Proceed
QRA – Identifier for Albemarle, NC
RCAG – Remote Communication Air Ground facility
SSC - System Support Center (local FAA)

2. CONDITIONS AFFECTING WORK.

2.1. SCOPE OF WORK. The scope of work shall include, but is not limited to, furnishing all labor, materials, tools, equipment, and services as necessary to furnish and install the new fence. The new fence shall replace the existing fence; therefore, at no time, while unattended, shall there be a section of fencing missing so as to provide unobstructed access to the plot. The general scope of work is as follows:
a) Install approximately 720 (180' x 180') linear feet of new 8' high chain-link security fence (including gate footage), to be located per the drawings, so as to provide a continuous obstruction.

b) Install new double-leaf 12' wide vehicle gate.

c) The contractor shall remove the existing fence and properly dispose of. The existing fence shall be removed only after installation of the new fence and gate.

d) Install ground rods and lengths of ground wire so as to properly ground all fence corners and each side of the gate.
2.2. SCHEDULING OF WORK. The scope of work under this contract requires working on operational FAA facilities. The contractor, therefore, will be required to coordinate his activities with the COR who will be identified at the

preconstruction conference. All work, including daily cleanup, shall be performed between the hours of 8:00 AM to 4:00 PM, Monday through Friday, unless otherwise coordinated with the local FAA.

2.3. SITE VISIT. The bidder is expected to carefully examine the site and all areas of proposed work to see firsthand the extent of work involved. The submission of a proposal will be considered prima facie evidence that the bidder has made such an examination and is satisfied as to the conditions to be encountered in performing the work. It shall be the responsibility of the bidder to make his own interpretations of existing site conditions as the drawings and specifications may not reflect all site characteristics.
To schedule to attend the site visit, contact Jeff Alexander, at 803-239-6739.

2.4. WORK LOCATION. The contractor will be responsible for obtaining all required insurance, bonding, badges, etc. as required by the CO. The contractor will be responsible for calling 811 for digging in the area.

2.5. WORK ACCESS. Access to the site requires passing through security gates. Therefore, the local FAA will escort the contractor to and from the site on a daily basis, unless alternate arrangements are agreed upon at the preconstruction conference. The contractor shall coordinate his schedule to the local FAA in order to secure a daily escort.

2.6. WORKERS. Due to security regulations, no foreign national workers will be allowed on the job site without 30 day notification and approval. Contact the SSC Manager for further information.

3. SUBMISSIONS.
Not applicable.

4. MATERIAL.

4.1. GENERAL. All material specified herein shall be supplied, transported, maintained, handled, installed and stored by the contractor. All material estimates and measurements are the responsibility of the contractor.

4.2. MATERIAL SPECIFICATIONS. All material shall adhere to the guidelines and specifications set forth in the latest editions of the UL, and ASTM publications. These specifications shall take precedence over site and standard drawings. Items 4.3. through 4.8. are major CFM items, however, they are not inclusive of all CFM items.

4.3. FENCE. Shall adhere to ASTM-A-392.

4.3.1. FABRIC. Steel chain-link fence, 84" high, 9 gauge galvanized steel wire, 2" mesh, BxB selvage, fence fabric. See drawing SO-D-100706-C02 for fence, gate, plunger and gate grounding details and SO-D-000369-C01 for all other fence and gate details. Approximately 565 linear feet (including gate) is required.

4.3.2. BARBED WIRE. 3 lines of barbed wire, atop fabric so as to yield an overall fence height of 8'. Barbed wire shall be 2-strand, 4-point (at 5" spacing), 12.5 ga galvanized wire.

4.3.3. CORNER/GATE POSTS. Galvanized steel pipe, 3" dia, SS40ga, 10' long.

4.3.4. LINE POSTS. Galvanized steel pipe, 2" dia, SS40 ga, 10' long.

4.3.5. BRACE RAILS. Galvanized steel pipe, 1-1/4" dia, SS40 ga, length as required, with 3/8" dia adjustable truss bar.

4.3.6. OUTRIGGER. 45° outrigger atop posts for barbed wire support. Bend shall face outward and shall be pinned to post to prevent removal.
4.3.7. TENSION WIRE. 9 ga galvanized tension steel wire, interwoven, 4" from top and bottom of fence fabric (tension wire is used in lieu of top rail).

4.3.8. FABRIC CLIPS. 9 ga galvanized steel wire, for fastening tension wire to fabric and fabric to line posts, at 15" spacing.

4.3.9. GATE. 12' overall double leaf gate (two 6' sections) to include barbed wire, plunger and plunger catch per drawing SO-D-100706-C02.

4.4. GROUND ROD. 10' X ¾" copper-clad ground rod, for fence corner and gate grounding, eight required.

4.5. GROUND WIRE. Lengths as required, #4/0 bare stranded copper.

4.6. GATE BONDING STRAP. Thompson #588.

4.7. CONCRETE. Concrete, adhering to ASTM C 33 and ASTM C 94, having a 28-day compressive strength of 3,000 psi, with a 3 to 4 inch slump, and a maximum aggregate size of 3/4".

4.8. HARDWARE. All fasteners and exterior hardware not previously mentioned shall be hot-dipped galvanized steel.

5. INSTALLATION.

5.1. GENERAL. Comply with all phases of these specifications, site drawing series CAE-B-210 and standard drawings SO-D-100706-C02 and SO-D-000369-C01. These specifications shall take precedence over site and standard drawings. Any damage to existing power and or telco cables shall be repaired by contractor at his expense. Fence layout shown on drawings is approximate and may be altered slightly. Minor brush removal may be required.

5.2. Install fence posts at 10' (min) spacing, imbedded in concrete (min 3'-4" deep). Allow concrete 48 hours to cure before stressing the posts.

5.3. Install chain-link fabric onto line posts, with galvanized clips at 15" centers, and terminate to corner posts with stretcher bars and bar bands.

5.4. Outriggers shall face outward, shall add 1' to the fence height, and shall mount the three strands of barbed wire.

5.5. The maximum acceptable gap from firm ground is 2" under fence fabric and 4" under gates.

5.6. GROUNDING. The fence and gate shall be grounded in the following manner **(ignore contradicting references on standard drawings)**. Ground rods shall be driven to 12" below grade. All connections to ground rods and posts shall be made by exothermic weld.

5.6.1. GATE GROUNDING. Ground both gate posts with a length of #4/0 bare ground wire from a ground rod to 1' above grade onto the gate post. Connect both ground rods with a length of #4/0, buried 12" deep. Connect each gate fabric to the #4/0 on the gate posts with a length of bonding strap, ensuring the strap does not inhibit the gate swing.

5.6.2. FENCE GROUNDING. Ground all fence corner posts with a length of #4/0 bare ground wire from a ground rod to 1' above grade onto the corner post.

5.7. FENCE REMOVAL. The existing fence and gates shall be completely removed and properly disposed of upon completion of new fence installation.

6. CLEANUP.

6.1. Before final inspection, the contractor shall thoroughly clean within the construction limits and the surrounding areas affected by this work, including the following:
a. All construction facilities, debris, and rubbish shall be removed from the buildings and the site on a daily basis.
b. All tools, scaffolding, temporary utility connections, building, etc., belonging to the contractor or used under his direction shall be removed from the site.

6.2. All grounds, walkways, and other areas adjacent to the work shall be restored to the original condition before the contractor is released.

7. INSPECTIONS. The contractor shall allow the COR, or other persons designated by the CO, complete access to all portions of the work. The COR shall coordinate and schedule a final
inspection date. All work shall be accepted when all work required by this contract, including punch list items, is finished and has passed inspection.

PART I - SECTION D
PACKAGING AND MARKING

THIS SECTION NOT USED

PART I - SECTION E
INSPECTION AND ACCEPTANCE

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").

3.10.4-1 Contractor Inspection Requirements (April 1996)

3.10.4-10 Inspection of Construction (September 2009)
(a) 'Work' includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may:

(1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or

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

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

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
(j) In the absence of any formal disputes, a project will be deemed physically and financially complete within one year after final acceptance and excess funds will be deobligated at that time.

(End of clause)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

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").

3.2.2.3-42 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)
3.2.2.3-51 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)
3.2.2.3-60 Specifications, Drawings, and Material Offers (February 2009)
3.2.2.3-66 Contractor's Daily Log (July 2004)
3.2.2.3-68 Safety and Health (July 2004)
3.10.1-11 Government Delay of Work (April 1996)

3.2.2.3-41 Performing Work (July 2004)
The Contractor (you) must perform, using your own organization, work equivalent to at least 25 percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

3.2.2.3-50 Property Protection (February 2009)
(a) The Contractor (you) must construct and maintain any temporary fences, gates and other facilities needed to preserve crops, control livestock, and protect property. Before cutting a fence, you must take necessary precautions to prevent livestock from straying. You must also prevent loss of tension in or damage to adjacent portions of the fence. You must immediately replace all fencing and gates you cut, remove, damage, or destroy with new materials to the original standard. You may reuse undamaged gates.

(b) You must comply with the property owner's requests to leave gates open or closed.

(c) You must use all necessary precautions to avoid destroying surveying markers such as section corners, witness trees, property corners, mining claim markers, bench markers, triangulation stations, and the like. If you must destroy any marker, you must first notify the agency responsible for the marker, as well as the Contracting Officer's (CO) technical representative, and replace the markers.

(d) You must use care to prevent unnecessary damage to property in or near the work area caused by your work. Unnecessary damage is that which you can avoid through efficient and careful performance of the work, taking into account the land rights you have. If you damage any property, you must at once notify the owner or custodian and make or arrange to make prompt and full restitution.

(e) Maps and specifications FAA (we, us) provides may not give the location of all water supply, drainage, irrigation, and other underground facilities. Before entering a tract of land for contract purposes, you must find out from the property owner (or other reasonably available source) the location of any irrigation system, domestic water system, source of water, and drainage system existing on the property, whether serving that property or other property. You must avoid damaging or obstructing these facilities or polluting water supplies.

(f) You must hold us harmless from any and all suits, actions, and claims for damages, including environmental impairment, to property arising from any of your acts or omissions, your subcontractors, or any of your employees or subcontractor employees, in any way related to the work or operations under this contract.

(g) You must indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from your wrongful or negligent acts or omissions.

(End of clause)

3.2.2.3-71 Starting, Performing and Completing Work (July 2004)

The Contractor (you) must

(a) begin work under this contract within 30 calendar days after the date you receive the notice to proceed,

(b) perform the work diligently, and

(c) complete the entire work ready for use not later than 30 days. The time allowed for completion must include final cleanup of the premises.

(End of clause)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.2.2.3-62 Preconstruction Conference (July 2004)
The successful offeror must attend a pre-construction conference at a site the Contracting Officer designates before starting the work.

(End of clause)

3.10.1-23 Contracting Officer's 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 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.

(End of clause)

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.8.2-17 Key Personnel and Facilities (July 1996)
(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

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

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

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

_____ _____
_____ _____
_____ _____
_____ _____

[List key personnel and/or facilities]

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2011)
(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:

POSITION	RISK LEVEL
NA	NA

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:

Federal Aviation Administration
Southern Region,
Attention: ASO-750C
1701 Columbia Avenue
College Park, Georgia 30337

The transmittal letter must also include a list of all the names of contract 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 © 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 © 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 contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) 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, to meet the requirements of paragraph © of this Clause.

(j) 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.

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

(l) 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.

(m) 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.

(n) 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)

3.14-3 Foreign Nationals as Contractor Employees (April 2008)

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

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
(2) A risk or sensitivity level designation can be made for the position; and
(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

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

(End of Clause)

33.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (October 2010)
(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

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

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and [CO to insert name of local security division or staff and facility management office]. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the [CO to insert location] must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigation forms must be submitted to Personnel Security, ASO-750 by the contractor in a sealed envelope wither hand carried by the contractor or sent via U.S. mail to: **Federal Aviation Administration Southern Region, Attn: Ms. Karina A Espinosa, ASO-52, 1701 Columbia Ave., College Park, GA 30337**
The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been

returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

SO-H-1 ESCORT REQUIREMENT (per FAA Order 1600.72, 04/04/01)

Performance under this contract requires the Contractor employees and subcontractors, at all times while on the site or other FAA premises, to be escorted by the Contracting Officers Technical Representative (COTR) or another person designated by the Contracting Officer. The escort must keep the escort required Contractor employee or other person in plain view at all times and must be constantly aware of the contractor employee's or other person's action. The Contractor agrees that no Contractor employed and subcontractor shall be permitted to be present on the work site or other FAA premises unless properly escorted as provided herein. Because of the escort requirement, no background checks are required. However, the FAA reserves the right to conduct further investigations, if necessary.

Before the Contracting Officer will issue a Notice to Proceed, the Contractor shall submit a transmittal letter referencing the contract number to the Contracting Officer, who shall forward the Servicing Security Element (SSE), a written listing of the name, date of birth, place of birth, and social security number of each Contractor and subcontractor employee who may be present on the work site or FAA facility.

(End of Clause)

SO-H-2 PERMITS AND LICENSES

The contractor shall determine specific permitting and license requirements where the contract works is to be performed, and provide for the effects, if any, that these requirements may have on the offer, or contract performance. Failure of the contractor to ascertain these requirements beforehand will not excuse noncompliance nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of Clause)

SO-H-3 ELECTRICAL CODES

Equipment and associated materials shall be installed in compliance with the National Electric Code, National Safety Code and state and local electrical codes.

(End of Clause)

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").

3.1.7-2	**Organizational Conflicts of Interest** (August 1997)
3.1.7-5	**Disclosure of Conflicts of Interest** (February 2009)
3.2.2.3-49	**Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements** (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 2010)
3.2.5-8	**Whistleblower Protection for Contractor Employees** (April 1996)
3.3.1-2	**Payments under Fixed-Price Construction Contracts** (April 1996)
3.3.1-6	**Discounts for Prompt Payment** (April 1996)
3.3.1-19	**Prompt Payment for Construction Contracts** (September 2009)
3.3.2-1	**FAA Cost Principles** (October 1996)
3.3.1-34	**Payment by Electronic Funds Transfer- Central Contractor Registration** (February 2009)
3.4.1-4	**Performance Bond Requirements** (October 2010)
3.4.1-5	**Payment Bond Requirements** (April 1996)
3.4.1-6	**Additional Bond Security** (April 1996)
3.4.1-7	**Notice to Proceed** (April 1996)
3.4.1-10	**Insurance - Work on a Government Installation** (July 1996)
3.6.2-1	**Contract Work Hours and Safety Standards Act-Overtime Compensation** (October 2010)
3.6.2-2	**Convict Labor** (April 1996)
3.6.2-9	**Equal Opportunity** (August 1998)
3.6.2-13	**Affirmative Action for Workers With Disabilities** (October 2010)
3.6.2-18	**Davis Bacon Act** (October 2010)
3.6.2-19	**Withholding-Labor Violations** (April 1996)
3.6.2-20	**Payrolls and Basic Records** (February 2011)
3.6.2-21	**Apprentices, Trainees, and Helpers** (October 2010)
3.6.2-22	**Subcontracts (Labor Standards)** (October 2010)
3.6.2-23	**Certification of Eligibility** (April 1996)
3.6.2-35	**Prevention of Sexual Harassment** (August 1998)
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)
3.6.4-10	**Restrictions on Certain Foreign Purchases** (January 2010)
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)
3.10.2-1 **Subcontracts (Fixed-Price Contracts)** (April 1996)
3.10.3-2 **Government Property - Basic Clause** (April 2004)
3.10.6-1 **Termination for Convenience of the Government (Fixed Price)** (October 1996)
3.10.6-6 **Default (Fixed Price Construction)** (October 1996)
3.13-13 **Contractor Policy to Ban Text Messaging While Driving** (February 2011)

3.1.7-6 **Disclosure of Certain Employee Relationships** (July 2009)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

(i) participated in preparation of proposals for award; or
(ii) are planned to be used during performance; or
(iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

(i) the award; or
(ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.

(2) Exclusion from subsequent FAA contracts.
(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

_____
Authorized Representative

_____
Company Name

_____
Date

(End of clause)

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.

(End of Clause)

3.6.2-24 Affirmative Action Compliance Requirements for Construction (October 2010)

(a) Definitions.

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

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

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

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

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

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

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

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

Goals for minority participation: _____15.7%_____
Goals for female participation: _____6.9%_____

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

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

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

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

3.6.3-12 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)

3.6.4-3 Buy American Act - Construction Materials (January 2011)

(a) The Buy American Act (41 U.S.C. 10) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government give preference to domestic construction material. The restrictions of the Buy American Act do not apply when the FAA determines use of a particular domestic construction material: (i) would unreasonably

increase the cost; (ii) would be impracticable; or (iii) is not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality. This requirement also does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

"None"

(b) Definitions:

(1) "Components," as used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

(2) "Construction material," as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

(3) "Domestic construction material," as used in this clause, means (i) an unmanufactured construction material mined or produced in the United States, or (ii) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable shall be treated as domestic.

(c) The Contractor agrees that only domestic construction material must be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in this contract.

(End of clause)

3.9.1-1 Contract Disputes (September 2009)

(a) All contract disputes arising under or related to this contract 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 contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(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.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

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

(End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)

(a) In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.

(b) For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.

(c) The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in AMS Procurement Guidance T3.10.1, "Novation and Change-of-Name Agreements."

(d) When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

(End of Clause)

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

PART III - SECTION J

LIST OF ATTACHMENTS

3.2.2.3-44 Physical Data (July 2004)
Data and information the FAA (we, us) provides or refers to below is for the Contractor's (your) information. We are not responsible for your interpretation of or conclusions based on the data or information. Further, we do not warrant construction methodology which may be included in these documents.

(a) The descriptions of physical conditions on the drawings and in the specifications are the result of site investigations by visual observations by the designers.
(b) Contractor shall familiarize himself/herself with existing conditions and limitations applicable to construction site access.

(End of clause)

REPLACE EXISTING BARBED WIRE FENCE WITH CHAIN-LINK FENCE AT REMOTE COMMUNICATIONS AIR GROUND (RCAG) FACILITY, ALBEMARLE, NORTH CAROLINA.

SO-J-1-3	**Drawings** **SO-D-000369-C01 (Attachments 1)** **SO-D-100706-C02 (Attachments 2)** **CAE-B-210-C01 (Attachments 3)**
SO-J-4	**WAGE RATE DETRMINATION-NumberNC20100038, dated 03/12/2010, Building, Stanly County (Attachment 4)**
SO-J-5	**VAP SECURITY INSTRUCTIONS (Attachment 5)**
SO-J-6	**DELPHI VENDOR ENTRY WORKSHEET (Attachment 6)**
SO-J-7	**PAST PERFORMANCE SURVEY (Attachment 7)**
SO-J-8	**BUSINESS DECLARATION (Attachment 8)**

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

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").

3.1.7-4 **Organizational Conflict of Interest** (February 2009)
3.2.5-2 **Independent Price Determination** (October 1996)
3.6.2-5 **Certification of Nonsegregated Facilities** (February 2009)
3.6.3-10 **Certification of Toxic Chemical Release Reporting** (April 2009)

3.2.2.3-10 **Type of Business Organization** (July 2004)
By checking the applicable box, the offeror (you) represents that--

(a) You operate as [ ] a corporation incorporated under the laws of the State of _____, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture or [ ] other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in _____.
(country)

(End of provision)

3.2.2.3-15 **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: _____

(End of provision)

3.2.2.3-70 **Taxpayer Identification** (July 2004)
(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

[ ] TIN: _____
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of a Federal, state, or local government;
[ ] Other--State basis. _____.

(d) Corporate Status.

[ ] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
[ ] Other corporate entity
[ ] Not a corporate entity
[ ] Sole proprietorship
[ ] Partnership
[ ] Hospital or extended care facility described in 26 CFR 501(c) (3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

[ ] A common parent does not own or control the offeror as defined in paragraph (a).
[ ] Name and TIN of common parent:
Name _____
TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that
(i) The Offeror and/or any of its Principals-
A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have [ ] have not [ ] within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and
(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a) (1)
(i)(B) of this provision.
(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.
(1) Federal taxes are considered delinquent if both of the following criteria apply:
(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(2) Examples-
(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently
required to make full payment.
(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not
required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

3.3.1-35 Certification of Registration in 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: _____

(End of provision)

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)
(a) Definitions. As used in this clause

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

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

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

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number; it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com/; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:
(i) Company legal business.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company Physical Street Address, City, State, and ZIP Code.
(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
(v) Company Telephone Number.

(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (February 2011)
(a) Definition.
"Person"?
(1) Means?
(i) A natural person;
(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
(iii) Any successor to any entity described in paragraph (1) (ii) of this definition; and

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

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not
apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

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

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").

3.2.2.3-1	**False Statements in Offers** (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)

3.2.2.3-20 Electronic Offers (July 2004)
(a) The offeror (you) may submit responses to this SIR by the following electronic means: fax. Your offer must arrive at the place and by the time specified in the SIR.

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

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
(e) Send your offer electronically to Fax: 404-305-5774
(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 Type of Contract (April 1996)
The FAA contemplates award of a FIXED PRICE contract resulting from this Screening Information Request.

(End of provision)

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 OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. 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.

(End of provision)

SO-L-1 NORTH AMERICAN INDUSTRIAL CLASSIFICATION STANDARDS (NAICS)

The NAICS code for this acquisition is 238990 All Other Specialty Trade Contractors, and the small business size standard is $14.0 million average annual receipts.

(End of provision)

SO-L-2 REQUIRED DOCUMENTS

The contractor MUST return the following completed documents as part of its offer:

a) Cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or a detailed summary of all exceptions taken.

b) **SF1442, Solicitation, Offer, and Award**

c) **SF 36, Continuation Sheet, Schedule of Bid Items**

d) **Section K, Representations, Certifications, & Other Statements of Offerors**

e) **Proposal**
The offeror's proposal must be submitted in three (3) Volumes:

1. Technical proposal
2. Past Performance and Experience
3. Financial Condition and Company information

Each of the parts shall be separate and complete so that evaluation of each may be accomplished independently. Proposals will be submitted in one copy of each format: electronic format on a read only CD and hard copy. Font shall be in Times New Roman or Arial and will be between a 10-12 pitch. The proposal must be succinct, well written and presented in a clear straightforward manner in an 8.5 x 11 format and include a Table of Contents.

1. Technical Proposal. Offerors are required to submit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in the Statement of Work (SOW). Offerors are cautioned to be responsive to all of the requirements of the SOW and provide sufficient information to allow evaluation of the proposals as listed in this SIR. Proposals must clearly demonstrate how the Offeror intends to accomplish the project and must include convincing rationale and substantiation of all claims. For ease of evaluation, offerors are to submit the technical proposal organized into the following three parts:

A. Plan of Action and Statement of Understanding. The offeror must submit a plan of action and statement of understanding in two (2) parts:

a) Plan of Action--The offeror shall present a plan of action that describes the performance of the project. This should demonstrate the ability to perform the tasks that are required in the SOW.
b) Statement of Understanding--The offeror shall submit a brief statement that demonstrates that he understands the tasks and objectives the Government has established for Exterior Surface Sealing and the optional bid items. This cannot be a repeat or mere summary of the materials provided in this SIR, but rather the offeror's statement of his understanding of the whole requirement and what is expected.

B. Key Personnel and Production Capabilities. The offeror shall identify all key staff as appropriate. Offerors must submit brief profiles of the team, if applicable, which they propose to assign to the services. Key personnel should be identified along with each member's contribution to the project, as well as their commitment to other work underway or planned. Include a simple staffing/organization chart that identifies the various team members and their position on the team. The submission should describe the capabilities, certifications and skills of each member.

C. Management Plan and Quality Control Plan. Submit a management plan that explains how the team is organized to respond to the needs described in the SOW. The offeror should identify the overall effort proposed by the company as it relates to other work in which the company may be engaged. In the Quality Control (QC) plan, include a description of how quality, timeliness and budgets shall be tracked and controlled, and the method of interaction and reporting to the Government.

2. Past Performance and Experience. The offeror must demonstrate, through past performance, ability to perform the work described in this SIR for fencing removal and replacement. This is done by showing that they have met and/or exceeded creative expectations, successfully executed design development and project management, possess skills, certification and capabilities to execute the tasks, and have been on time and on budget with past projects. Description of any issues encountered will be detailed and the steps taken to resolve those issues will be included.
Submit at least three (3) and not more than six (6) project samples of similar scope and magnitude within the past 5 years, described as follows:
A brief but detailed narrative about the project, no more than three (3) pages, containing but not limited to the following:
Project title
Contract Number
Scope of Work Performed
Federal or Commercial Contract
Client name, phone number and email address
Award Amount
Completion date
Staff involved-Percentage of work subcontracted
Any contractual issues, claims, disputes, and resolutions thereof

This will include: **Past Performance Surveys**
Arrange for <u>at least two (2)</u> past customers to complete and submit directly to the Government customer surveys to be considered by the Government in evaluating your firm's past performance and customer satisfaction. To be considered in offer evaluations, completed customer surveys must be received by the Government no later than the closing date for submission of offers. (**Attachment 7**).

3. Financial Condition and Company Information
Submission will include the CAGE CODE, DUNS NUMBER, BUSINESS SIZE, and TAX ID NUMBER and any additional information that is relevant. This page will be no more than 2 pages.
This will include: **DELPHI Vendor Entry Worksheet (Attachment 6) and Business Declaration (Attachment 8)**

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

(1) The Government intends to award a contract resulting from this Screening Information Request (SIR) to the responsible offeror whose offer submitted in response to, and conforming to this SIR is determined to represent the best value to the Government considering price and other factors as listed below. Award will not be based on price alone.
(2) The Government may:
(a) reject any or all offers if such action is in the public interest;
(b) accept other than the lowest offer;
(c) waive informalities and minor irregularities in offers received;
(d) make award without written or oral discussion with offerors;
(e) have discussions with any one offeror, all offerors, or without any discussion.

(3) In addition to price, award will be based on best value to FAA. Proposals will be rated as Exceptional, Acceptable, Marginal or Unacceptable taking in consideration the following factors:

(a) **Technical Proposal** Offerors are required to submit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in the Statement of Work and will include the following three parts:

A. Plan of Action and Statement of Understanding
B. Key Personnel and Production Capabilities
C. Management Plan and Quality Control Plan

Any offer found to be "unacceptable" in any technical factor will be ineligible for award.

(b) **Past Performance and Experience** The contractor shall demonstrate past experience in performing similar work. Particularly within the last 5 years and dealing with construction projects, especially exterior sealing and refurbish/repair projects. Prior past performance and experience working in FAA facilities will be given added consideration. Also, if your firm does not demonstrate that it has acceptable past experience, then the FAA reserves the right to discontinue further evaluation of this criteria. The government may consider any other verifiable outside information known or learned about the offeror, such as another office's experience with the offeror, or personal knowledge of the offeror's prior performance. In order to evaluate these factors, the solicitation will require offers to provide evidence of past performance in similar projects, including, as a minimum, arranging for the submission of Past Performance Surveys by past customers.

(d) **Financial Condition** Submit copies of financial statements, Dun & Bradstreet reports, or other data you choose, sufficient to enable the Government to evaluate your firm's financial condition and responsibility. Submit bond capacity for an individual project and total aggregate bond capacity.

If the offeror fails to submit any of the documentation required in Section L of the solicitation, their offer may be rejected from consideration.

To be eligible for award, the Offeror must be determined to responsible by the Contracting Officer

To be determined responsible, a prospective Offeror must:

- Have or can obtain adequate financial resources to perform a contract;
- Have the ability to meet any required or proposed delivery schedules;
- Have a satisfactory performance history;

- Have a satisfactory record of integrity and proper business ethics;
- Have appropriate accounting and operational controls that may include, but are not limited to: production control, property control systems, quality assurance programs, and appropriate safety programs; and
- Is qualified and eligible to receive an award under applicable laws or regulations.

An Offeror must have no non-mitigatable organizational conflicts of interest; and must be technically and financially capable of performing the work.

This requirement is offered to all qualified, responsive concerns and offers will be considered using a tiered order of precedence. Each tier will be evaluated using the procedure outlined below. A determination of insufficient competition or unreasonable price will be made before the next tier is evaluated.

First Tier. It is the intent of the FAA to award a contract on a competitive basis to an eligible 8(a) business concern, provided that adequate competition is received, and award can be made at a fair market price.

Second Tier. If circumstances do not permit an 8(a) award, the responsive offeror(s) from the first tier will be included in the evaluation of the second tier. The Government intends to award a contract on a competitive basis to an eligible service-disabled veteran owned small business, provided that adequate competition is received, and award can be made at a fair market price.

Third Tier. If circumstances do not permit a service-disabled veteran owned small business award, the responsive offeror(s) from the first and second tier will be included in the evaluation of the third tier. The Government intends to award a contract on a competitive basis to eligible women owned business concern, provided that adequate competition is received, and award can be made at a fair market price.

Fourth Tier. If circumstances do not permit a woman owned small business award, the responsive offeror(s) from the first and second tier will be included in the evaluation of the forth tier. The Government intends to award a contract on a competitive basis to an eligible small business concern, provided that adequate competition is received, and award can be made at a fair market price.

Last Tier. If circumstances do not permit an award in the fourth tier, the FAA intends to award a contract on the basis of full and open competition from **among all responsible, responsive offers** received providing award can be made at a fair market price.

Adequate competition is defined as at least two (2) competitive offers received from qualified, responsible business concerns at the tier under evaluation.