| SOLICITATION, OFFER AND AWARD | 1. THIS CONTRACT IS A RATED ORDER ☐ Yes ☒ No | RATING | PAGE 1 | OF PAGES 39 |
|---|---|---|---|---|

| 2. CONTRACT NO. | 3. SOLICITATION NO. | 4. THIS IS A: SMALL BUSINESS SET-ASIDE ☐ YES ☐ NO | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NO. |
|---|---|---|---|---|
| | DTFAEN-12-R-00032 | | 02/03/2012 | SO-12-00943 |

**7. ISSUED BY:**
**Federal Aviation Administration**
**Eastern Logistics Service Area**
**Southern Region, AAQ-510**
**1701 Columbia Avenue**
**College Park, GA 30337**

**8. ADDRESS OFFER TO** *(If other than Block 7)*
**SAME AS BLOCK 7**

## SOLICITATION

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 1701 Columbia Ave, College Park, GA 30337 until 3:00 PM *(Hour)* local time 02/27/12 *(Date)*

**CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.**

| 10. FOR INFORMATION | A. NAME | B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* |
|---|---|---|
| | KARINA ESPINOSA | 404-305-5646 |

**11. TABLE OF CONTENTS**

| (X) | SEC | DESCRIPTION | PAGE(S) | (X) | SEC | DESCRIPTION | PAGE(S) |
|---|---|---|---|---|---|---|---|
| | | PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | |
| ☒ | A | SOLICITATION/CONTRACT FORM | 1 | ☒ | I | CONTRACT CLAUSES | 14-26 |
| ☒ | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 2 | | | PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH. | |
| ☒ | C | DESCRIPTION/SPECS/WORK STATEMENT | 3 | ☒ | J | LIST OF ATTACHMENTS | 27 |
| ☒ | D | PACKAGING AND MARKING | 4 | | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | |
| ☒ | E | INSPECTION AND ACCEPTANCE | 5 | ☒ | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 28-32 |
| ☒ | F | DELIVERIES OR PERFORMANCE | 6 | | | | |
| ☒ | G | CONTRACT ADMINISTRATION DATA | 7-8 | ☒ | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | 33-36 |
| ☒ | H | SPECIAL CONTRACT REQUIREMENTS | 9-13 | ☒ | M | EVALUATION FACTORS FOR AWARD | 38-39 |

## OFFER *(must be fully completed by Offeror)*

12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| 13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 3.3.1-6)* | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % |
|---|---|---|---|---|

| 14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated) | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |

| 15A. NAME AND ADDRESS OF OFFEROR | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)* | |
|---|---|---|---|
| 15B. TELEPHONE NO. *(Include area code)* | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE ☐ | 17. SIGNATURE | 18. OFFER DATE |

## AWARD *(To be completed by Government)*

| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION DATA SYSTEM GENERATED AWARD DOCUMENT | |
|---|---|---|---|
| 22. RESERVED | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* | ITEM 7 |
| 24. ADMINISTERED BY *(if other than item 7)* | | 25. PAYMENT WILL BE MADE BY FAA/MMAC PO BOX 25710, OKLAHOMA CITY, OK 73125 | |
| 26. NAME OF CONTRACTING OFFICER *(Type or print)* KARINA ESPINOSA | | 27. UNITED STATES OF AMERICA | 28. AWARD DATE |

**PART I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED DTFASO-12-R-00032 | PAGE 2 | OF 39 |
|---|---|---|---|

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | **SCHEDULE OF BID ITEMS** | | | | |
| | **FOR** | | | | |
| | **Ground Maintenance Services** | | | | |
| | **San Juan CERAP** | | | | |
| | **Carolina, Puerto Rico** | | | | |
| 1. | Base Year Period: 04/01/2012-03/31/2013<br>Grounds Maintenance Services | 12 | MONTHLY | _____ | _____ |
| 2. | Option Year 1: 04/01/2013-03/31/2014<br>Grounds Maintenance Services | 12 | MONTHLY | _____ | _____ |
| 3. | Option Year 2: 04/01/2014-03/31/2015<br>Grounds Maintenance Services | 12 | MONTHLY | _____ | _____ |
| 4. | Option Year 3: 04/01/2015-03/31/2016<br>Grounds Maintenance Services | 12 | MONTHLY | _____ | _____ |
| 5. | Option Year 4: 04/01/2016-03/31/2017<br>Grounds Maintenance Service | 12 | MONTHLY | _____ | _____ |
| | | | TOTAL | _____ | _____ |
| | **The offered price must encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.** | | | | |
| | **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

**Grounds Maintenance Services**
**San Juan CERAP, Carolina, Puerto Rico**

**SPECIFICATIONS FOR GROUND MAINTENANCE SERVICEs (Attachment 1)**

**FREQUENCY TASK CHART/WEEKLY WORK REPORT (Attachment 2)**

**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** (July 2011)

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

(End of clause)

**3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement** (April 1996)
**3.10.4-16 Responsibility for Supplies** (April 1996)

# PART I - SECTION F
DELIVERIES OR PERFORMANCE

**3.1-1 Clauses and Provisions Incorporated by reference** (July 2011)

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

(End of clause)

**3.10.1-9 Stop-Work Order** (October 1996)

(End of clause)

**SO-F-1 PERIODS OF PERFORMANCE**

| | |
|---|---|
| **Base Period**: | April 1, 2012- March 31, 2013 (12 months) |
| **First Option Year**: | April 1, 2013- March 31, 2014 (12 months) |
| **Second Option Year**: | April 1, 2014- March 31, 2015 (12 months) |
| **Third Option Year**: | April 1, 2015- March 31, 2016 (12 months) |
| **Fourth Option Year**: | April 1, 2016- March 31, 2017 (12 months) |

(End of clause)

**SO-F-2 PLACE(S) OF PERFORMANCE**

Federal Aviation Administration
San Juan CERAP
5000 Carr 190
Carolina, PR

(End of clause)

# PART I - SECTION G
CONTRACT ADMINISTRATION DATA

**3.1-1 Clauses and Provisions Incorporated by reference** (July 2011)

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

(End of clause)

**3.10.1-22 Contracting Officer's Technical Representative** (January 2008)

**SO-G-1 APPROVALS**

All material or methods not specified and which the Contractor proposes to use shall be approved by the COTR. It is not intended to preclude the use of new, accepted and approved products or methods.

(End of clause)

**SO-G-2 INVOICES**

Payment will be made monthly in arrears. The following information is required on invoices for recurring contracts.

1. Invoice date.
2. Name of business and complete mailing address.
3. Remittance address if different from mailing address.
4. Federal tax identification number.
5. DUNS and BRADSTREET number.
6. Description and monthly charges must agree with information on contract. The charges for the total contract period MUST be provided on ONE INVOICE.

   Example: **12 months @ $_____per month = $ _____for total contract period.**
   **Contract Period: April 1, 2012 through March 31, 2013**

7. Contract Number DTFAEN-12-C-XXXXX

**Mail ONE invoice with TOTAL YEAR CHARGES within first month of service to**:

**FAA Southern Regional Office**
**Logistics Service Center AAQ-510**
**Attn: Karina Espinosa**
**1701 Columbia Ave.**
**College Park, GA 30337**

Payments will be made automatically the 5th of each month and are automatically processed via electronic funds transfer to contractor's bank account.

(End of clause)

## SO-G-3 MODIFICATION PROPOSALS-PRICE BREAKDOWN

The contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, justification shall be furnished for the extension. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of clause)

**PART I - SECTION H**
SPECIAL CONTRACT REQUIREMENTS

**3.1-1 Clauses and Provisions Incorporated by reference** (July 2011)

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

(End of clause)

**3.6.2-29 Statement of Equivalent Rates for Federal Hires** (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class Monetary Wage-Fringe Benefits

**Laborer, Grounds Maintenance $7.67 + $3.59 = $11.26**

(End of clause)

**3.8.2-17 Key Personnel and Facilities** (May 1997)

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

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

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

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

_____ _____
_____ _____
_____ _____
_____ _____

[List key personnel and/or facilities]

(End of clause)

**3.13-15 Confidentiality of Data and Information** (October 2011)

(a) The contractor and any of its subcontractors, in performance of this contract, may need access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict its right to use and disclose data and information or which may be of a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made data and information available to the public; and (2) use for any purpose other than the performance of this contract any data which bears a restrictive marking or legend. For the sole purpose of this clause, "information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or visual form. Data processed in such a way that it can increase the knowledge of the person who receives it. Information is the output, or finished goods, of information systems.

(b) In the event the work required to be performed under this contract requires access to proprietary data and information of other companies, the contractor must obtain agreement from such other companies for such use unless such data are provided or made available to the contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for information only. These agreements must prescribe the scope of authorized use of disclosure and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) The contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined if the necessity to refrain from divulging either the proprietary data of other companies or data that are obtained from the Government to anyone except as authorized. The contractor must obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which must in substance provide that such employee will not, during his/her employment by the contractor or anytime thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract.

(d) The contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

(e) The contractor agrees to include the substance of this clause in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions to this requirement for individual subcontracts in the event that: (1) the contractor considers the application of the prohibition of this clause to be inappropriate and unnecessary in the case of a particular subcontract; (2) the contractor provides a written statement affirming absolute unwillingness of a subcontractor to perform, absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the contractor must return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The contractor must further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or

information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted from the contractor's (and any subcontractor's) records and destroyed.

(g) These restrictions do not limit the contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

(End of clause)

**3.14-4 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 **$250.00** 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 **Internal Security and Investigations, ASO-750, Telephone (404) 305-6770**. 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 Nashville ATCT/SSC Office 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. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. 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, **Karina Espinosa, AAQ-510, 1701 Columbia Ave, College Park, GA 30337**. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting the CO, **Karina Espinosa. (404) 305-5646**.

(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 INSURANCE**

Contractor shall procure and maintain at his/her expense during the contract term and any extension thereof insurance as herein stipulated. Insurance shall be written by a reputable company acceptable to the Federal Aviation Administration and policies shall include such terms and provisions as may be required by the FAA.

The Contractor shall provide and furnish evidence of the following insurance:

General public liability insurance covering all duties, services and work to be performed under this contract. Insurance shall provide limits of liability for bodily injury of not less than $50,000.00 for each person and $100,000.00 for each occurrence and property damage limits of liability of not less than $25,000.00 for each incident. The general liability policy shall name "The United States of America acting by and through the Federal Aviation Administration," as an additional insured with respect to operations performed under this contract.

Each policy shall include the following provision:

It is a condition of this policy that the Company shall furnish written notice to the Contracting Officer, Federal Aviation Administration, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.

Insurance shall be effective and evidence of acceptable insurance shall be furnished prior to commencing operations under this contract.

The Contractor agrees to maintain Workmen's Compensation and Employer's Liability Insurance for the protection of the employees.

(End of Clause)

## SO-H-2 CORRESPONDENCE

Proper routing and distribution of correspondence is required to ensure the Contracting Officer has knowledge of specific actions taken under the contract. The Contractor and the COTR shall furnish the Contracting Officer a copy of all correspondence, including transmittal letters and submittals.

(End of Clause)

## SO-H-3 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-4 SUPERVISION

The contractor shall arrange for satisfactory supervision of the contract work. The contractor or his supervisors shall be available at all times when the contract work is in progress. It is the policy of the Federal Aviation Administration that Government supervision of the Contractor's employees directly or indirectly, shall not be exercised.

(End of Clause)

# PART II - SECTION I
CONTRACT CLAUSES

**3.1-1 Clauses and Provisions Incorporated by reference** (July 2011)

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(End of clause)

**3.1.7-2** **Organizational Conflicts of Interest** (August 1997)
**3.1.7-5** **Disclosure of Conflicts of Interest** (March 2009)
**3.1.7-4** **Organizational Conflict of Interest** (March 2009)
**3.2.2.3-67** **Special Precautions for Work at Operating Airports** (July 2004)
**3.2.2.7-6** **Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (April 2011)
**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)
**3.3.1-1** **Payments** (April 1996)
**3.3.1-10** **Availability of Funds** (May 1997)
**3.3.1-34** **Payment by Electronic Funds Transfer- Central Contractor Registration** (March 2009)
**3.3.2-1** **FAA Cost Principles** (October 1996)
**3.4.1-10** **Insurance - Work on a Government Installation** (July 1996)
**3.6.1-3** **Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns** (March 2009)
**3.6.1-4** **Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan** (October 2010)
**3.6.1-7** **Limitations on Subcontracting** (October 2011)
**3.6.1-12** **Notice of Service-Disabled Veteran Owned Small Business Set-Aside** (October 2011)
**3.6.1-14** **Notice of Partial Small Business Set-Aside** (January 2010)
**3.6.1-15** **Post-Award Small Business Program Representation** (April 2011)
**3.6.2-2** **Convict Labor** (April 1996)
**3.6.2-9** **Equal Opportunity** (August 1998)
**3.6.2-12** **Equal Opportunity for Veterans** (January 2011)
**3.6.2-13** **Affirmative Action for Workers With Disabilities** (October 2010)
**3.6.2-16** **Notice to the Government of Labor Disputes** (April 1996)
**3.6.2-28** **Service Contract Act of 1965, as Amended** (October 2010)
**3.6.2-30** **Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)** (April 1996)
**3.6.2-35** **Prevention of Sexual Harassment** (August 1998)
**3.6.2-39** **Trafficking in Persons** (January 2008)
**3.6.3-3** **Hazardous Material Identification and Material Safety Data** (April 2009)
**3.6.3-7** **Waste Reduction Program** (July 2008)
**3.6.3-16** **Drug Free Workplace** (March 2009)
**3.6.4-10** **Restrictions on Certain Foreign Purchases** (January 2010)
**3.8.2-11** **Continuity of Services** (October 2008)
**3.9.1-1** **Contract Disputes** (October 2011)

| | |
|---|---|
| **3.9.1-2** | **Protest After Award** (August 1997) |
| **3.10.1-7** | **Bankruptcy** (April 1996) |
| **3.10.1-12** | **Alternate I Changes - Fixed-Price** (April 1996) |
| **3.10.1-25** | **Novation and Change-Of-Name Agreements** (October 2007) |
| **3.10.2-1** | **Subcontracts (Fixed-Price Contracts)** (April 1996) |
| **3.10.6-1** | **Termination for Convenience of the Government (Fixed Price)** (October 1996) |
| **3.13-5** | **Seat Belt Use by Contractor Employees** (October 2001) |
| **3.13-11** | **Plain Language** (July 2006) |
| **3.13-13** | **Contractor Policy to Ban Text Messaging While Driving** (January 2011) |
| **3.14-3** | **Foreign Nationals as Contractor Employees** (April 2008) |
| **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)

### 3.3.1-11 **Availability of Funds for the Next Fiscal Year** (April 1996)

Funds are not presently available for performance under this contract beyond **September 30, 2012**. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond **September 30, 2012,** until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(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)

**3.6.2-14 Employment Reports on Veterans** (January 2011)

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

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

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

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

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. .The Contractor's knowledge of veterans status may be obtained in

a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

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

(End of clause)

**3.6.2-40 Nondisplacement of Qualified Workers** (April 2009)

(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors:

(1) May employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge;

(2) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act; and

(3) Are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) The contractor must, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list must contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list must be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that

the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

**3.6.2-41 Employment Eligibility Verification** (September 2009)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--
(1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.
(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--
(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later
(but see paragraph (b)(4) of this section).
(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--
(i) All new employees.
(A) Enrolled 90 calendar days or more.
The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the
contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than $3,000 and includes work that is performed inside of the United States.

### 3.10.6-4 **Default (Fixed-Price Supply and Service)** (October 1996)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) Prior to terminating a contract for default, the Government will issue a show cause notice permitting the Contractor to present any defenses it may have to the default termination.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

(1) acts of God or of the public enemy,
(2) acts of the Government in either its sovereign or contractual capacity,
(3) fires,
(4) floods,
(5) epidemics,
(6) quarantine restrictions,
(7) strikes,
(8) freight embargoes, and
(9) unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any:

(1) completed supplies, and

(2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as 'manufacturing materials' in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract.

Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the "Contract Disputes" clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

### 3.14-1 Security Requirements - Classified Contracts (July 2002)

(a) This clause applies to the extent that this contract involves access to information that is classified as "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with the requirements in (1) the Contract Security Classification Specification (DD Form 254) included in the current edition of the National Industrial Security Operating Manual (DOD 5220.22-M) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contactor has access to classified information at an FAA owned or FAA leased facility, it shall comply with the security requirements of the FAA.

(c) If, subsequent to the 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 security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

(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 |
|---|---|
| **Supervisor** | **1** |
| **Laborer, Grounds Maintenance** | **1** |

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)

### 3.14-5 Sensitive Unclassified Information (SUI) (July 2008)

(a) Sensitive information must be restricted to specific contractors who:
(1) Have a need "to know" to perform contract tasks;
(2) Are authorized to receive the SUI;

(3) Meet personnel suitability security requirements to access sensitive information; and
(4) Successfully complete a Document Security Notice and SUI Request Form.

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

(c) Federal Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.
(1) FedBizOpps can be found at www.fbo.gov.
(2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
(3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedBizOpps.
(4) As FedBizOpps uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in CCR (www.ccr.gov) prior to seeking access to SUI through FedBizOpps.
(5) Instructions and guides on usage of FedBizOpps can be found at www.fbo.gov.

(End of clause)

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

**Ground Maintenance Services**
**San Juan CERAP, Carolina, Puerto Rico**

**SO-J-1** **LIST OF SPECIFICATIONS AND DRAWINGS FOR GROUND MAINTENANCE SERVICES**

**Specifications (Attachment 1)**

**Title: Specifications for Grounds Maintenance Services at San Juan CERAP Facility, Carolina, Puerto Rico**

**Drawings (Attachment of Specifications)**

**None provided**

**SO-J-2** **WEEKLY WORK REPORT FREQUENCY TASK CHARTS (Attachment 2)**

**SO-J-3** **WAGE RATE DETERMINATION Number 2005-2461, dated 06/13/2011, Puerto Rico (Attachment 3)**

**SO-J-4** **BUSINESS DECLARATION (Attachment 4)**

**SO-J-5** **VENDOR APPLICATION PROCESS (VAP) SECURITY INSTRUCTIONS (Attachment 5)**

**SO-J-6** **PAST PERFORMANCE SURVEY (Attachment 6)**

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

**3.1-1 Clauses and Provisions Incorporated by reference** (July 2011)

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

(End of clause)

**3.2.5-2 Independent Price Determination** (October 1996)
**3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions** (October 2010)

**3.2.2.3-2 Minimum Offer Acceptance Period** (July 2004)

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

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

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

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

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

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

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

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

(End of provision)

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

**3.2.2.3-70 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)

**3.6.2-5 Certification of Nonsegregated Facilities** (March 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

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

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

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

(End of provision)

**3.6.2-8 Affirmative Action Compliance** (April 1996)

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification.** (January 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** (July 2011)

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

(End of clause)

**3.2.2.3-1 False Statements in Offers** (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)
**3.2.2.3-15 Authorized Negotiators** (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** (March 2009)
**3.2.2.3-19 Contract Award** (July 2004)
**3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number** (April 2006)

**3.2.2.3-20 Electronic Offers** (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means _____[CO should insert acceptable means _ fax, e-mail, telegraph, e-commerce, and so on].. 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 _____ [CO should insert fax number, e-mail address, other offer information].
(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)

**3.2.2.3-22 Period for Acceptance of Offer** (July 2004)

The offeror (you) agrees that if this offer is accepted within _____ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which

you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

**3.2.4-1 Type of Contract** (April 1996)

The FAA contemplates award of a **Firm Fixed Price** contract resulting from this Screening Information Request.

(End of provision)

**3.9.1-3 Protest** (October 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

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

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

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

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

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

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

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

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

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

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

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

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

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

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

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

(End of provision)

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

The NAICS code for this acquisition is **561730** and the Size Standard is **$7.0** million average annual receipts.

(End of provision)

## SO-L-2 HANDCARRIED OFFERS

If a contractor plans to hand carry an offer to the designated receiving office, the Contracting Officer should be notified sufficiently in advance of the visit to allow time for the CO to notify security guards at the entrance to the facility. The contractor will need to furnish the names of the employees who will be visiting, and the expected date and time of arrival. Otherwise, entry may be delayed or prohibited.

(End of provision)

## SO-L-3 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) **SF33, 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 for each volume.

**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 **<u>three parts</u>**:

**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 Grounds Maintenance Services. This should demonstrate the ability to perform the tasks that are required in the Specifications and Requirements and include the detail outlined in the Frequency Task Chart. **Transition detail** will be included in the Plan of Action to layout the tasks and activities that need to take place to efficiently transition with minimum interruptions and maximum success in fulfilling the requirements outlined in each SOW.

**b) Statement of Understanding**--The offeror shall submit a brief statement that demonstrates that he understands the mission statement and objectives the Government has established for Ground Maintenance Services. 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 that work.

**B. Key Personnel / 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 / 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 Grounds Maintenance Services. This is done by showing that they have met 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. Submit at least three (3) project samples of similar scope and magnitude within the past 5 years, described as follows:
A brief but detailed narrative about the project 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 **at least three (3)** 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 6**).

**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. Relevant information is any data you choose, sufficient to enable the Government to evaluate the offeror's financial condition and responsibility. Submit bond capacity for an individual project and total aggregate bond capacity. This volume will include the following forms to be completed: **Business Declaration (Attachment 4)**

f) **Insurance Capacity**

The offeror must provide an insurance document and must cover all operations under the contract whether performed by the contractor or by his sub-contractors. The capacity of the insurance coverage must include general public liability insurance providing limits of liability for bodily injury of no less than One (1) Million Dollars for each occurrence and property damage limits of liability of no less the One (1) Million Dollars for each accident.

g) **Available Resources**

A written summary of resources (including financial, personnel and equipment) your firm has available, and plans to commit, to service this contract, if awarded.

**PART IV - SECTION M**
EVALUATION FACTORS FOR AWARD

**3.2.4-31 Evaluation of Options** (April 1996)
Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**SO-M-1 EVALUATION CRITERIA**

(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 THE FAA.** Proposals will be rated as Exceptional, Acceptable, Marginal or Unacceptable taking in consideration the following factors in relative order of importance:

(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 as detailed in section L.
**A**. Plan of Action and Statement of Understanding
**B**. Key Personnel/Production Capabilities
**C** Management Plan/Quality Control Plan

(b) **Past Performance and Experience** The contractor shall demonstrate past experience in performing similar work. Particularly within the last 5 years and dealing with Ground Maintenance Services. 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.

Any proposal determined to be "Unacceptable" in any evaluated area, criteria, or sub-element thereof, shall render the entire proposal to be unacceptable and therefore rejected from further consideration. One-on-one discussions may be held at the option of the Government, with one or more offers, as determined necessary by the Contracting Officer, to clarify statements, resolve issues and omissions, etc.

**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 an eligible **woman owned small 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.**