SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DTFAAC-13-R-06253	2. TYPE OF SOLICITATION [X] NEGOTIATED *(RFO)*	3. DATE ISSUED 11/07/2012	PAGE OF PAGES 1 of 43

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. AC-12-06253	6.PROJECT NO./WORK ORDER NO.

7. ISSUED BY CODE	8. ADDRESS OFFER TO *(If other than Item 7)*
FAA, NAS Automation & Facilities Contracting Team (AMQ-210) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929	FAA, Customer Service Desk (AMQ-100) Room 313, Multi-Purpose Building 6500 South MacArthur Boulevard (Zip Code 73169) P.O. Box 25082 Oklahoma City, OK 73125-4933

9. FOR INFORMATION CALL: ➤	A. NAME David Shaw Email: David.Shaw@faa.gov	B. TELEPHONE NO. (*Include area code)(NO COLLECT CALLS)* (405) 954-7896

FIRM-FIXED-PRICE CONSTRUCTION **SOLICITATION** **Acquisition of Paint Booth for LSF Building**

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

(a) Firm-Fixed Price Construction in Accordance with attached Statement of Work "Enclosed Paint Booth Installation"

THE ESTIMATED CONSTRUCTION COST RANGE OF THIS PROCUREMENT IS: $50,000 to $100,000.00, NAICS code 332311

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

[ ] award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "yes," indicate within how many calendar days after award in item 12B.)*	12B. CALENDAR DAYS
[X] YES [ ] NO (***See Part I, Section H, Clause H.4)***	15

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in **Original** and **NO** copies to perform the work required are due at the place specified in Item 8 by **2:00 p.m.** local time **November 28, 2012** ***(date)***. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [X] is, [ ] is not required. IN THE AMOUNT OF 20% OF THE OFFERED PRICE, WHEN PROPOSAL EXCEEDS $150,000.

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

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

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

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

AMOUNTS ➢

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. *(Type or print)*	20B.	20C.

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

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA (To be cited on the funding document issued hereunder.)
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ➢ *(4 copies unless otherwise specified)* ITEM 27	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐
26. ADMINISTERED BY **FAA, NAS, Automation & Facilities Contract Management Team (AMQ-240)** **6500 South MacArthur Boulevard** **P.O. Box 25082** **Oklahoma City, OK 73125-4929**	27. PAYMENT WILL BE MADE BY **FAA, Financial Operations Division (AMZ-100)** **6500 South MacArthur Boulevard** **P.O. Box 25710** **Oklahoma City, OK 73125**

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	☐ 29. AWARD *(Contractor is not required to sign this doc.)* Your offer on this solicitation is hereby accepted as to the items listed. This consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACT OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER *Type or print)*
30B. NAME OF CONTRACTOR BY _____ *(Signature of person authorized to sign)* — 30C. DATE SIGNED	31B. UNITED STATES OF AMERICA BY _____ *(Signature of Contracting Officer)* — 31C. DATE SIGNED

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

The contractor shall furnish all labor, tools, materials, equipment, and supplies necessary to accomplish the construction project at the Mike Monroney Aeronautical Center, Oklahoma City, OK, set forth below in accordance with the attached project manual, drawings, and the other terms, conditions, and provisions as set forth herein.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	TOTAL AMOUNT
0001	**1**	**PAINT BOOTH IAW SOW**	**LUMP SUM**	**$_____**
0002	**1**	**HEAT RECOVERY OPTION***	**LUMP SUM**	**$_____**
0003	**1**	**PREP MODE HVAC OPTION***	**LUMP SUM**	**$_____**

Brief Description:

This project is for the installation of an Enclosed Paint Booth in the Logistics Support Facility (LSF) Building at the Mike Monroney Aeronautical Center (MMAC) in Oklahoma City, OK. Refer to attachments in Section J for project specifications.

Information to Offerors: please refer to clauses 3.3.1-33 and 3.2.2.3-60 as incorporated in Section I for an Order of Preference, should any potential conflicts exist.

PART I - SECTION C
STATEMENT OF WORK (SOW)

C.1 Statement of Work (SOW)

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

C.2 Bid Versus Offer

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

C.3 Emergency Situations and Exercises during Contract Performance (September 2001) CLA.4548

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

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

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

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

PART I - SECTION D
PRESERVATION, PACKAGING, PACKING, MARKING AND HANDLING

NOT APPLICABLE

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.10.4-10 Inspection of Construction (September 2009)

(a) 'Work' includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
(c) Government inspections and tests are for the sole benefit of the Government and do not--

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

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

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.
(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless the Government determines that it is in the public interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
(g) If the Contractor does not promptly replace or correct rejected work, the Government may:

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

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

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
(j) In the absence of any formal disputes, a project will be deemed physically and financially complete within one year after final acceptance and excess funds will be deobligated at that time.

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.

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

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 Working Hours

Work at the site shall be accomplished between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, excluding federally-established holidays, except when prior approval has been obtained from the Contracting Officer. Approval for overtime work shall not be construed as an agreement for payment of overtime work.

F.2 Contractor Use of Premises

General: Limit use of the premises to construction activities in areas indicated.

(a) Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

(b) Keep driveways and entrances serving the premises clear and available to the Government employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

F.3 Utility Outages and Shutdown

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

F.4 Contractor's Construction Schedule and Material Submittals

The contractor shall prepare and submit the construction work schedule to the Contracting Officer (CO) for approval within 15 calendar days of the date established for "Commencement of Work." This period is in lieu of the 5 days set forth in Clause 3.2.2.3-56, which is incorporated by reference.

F.5 Accelerated Delivery (January 1997) **CLA.1817**

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

3.1-1 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.

3.10.1-11 Government Delay of Work (April 1996)
3.10.1-24 Notice of Delay (February 2009)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

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

The contractor will be required to execute Contractor's Release Form DOT F 4220.4 (2-71) prior to final payment under the contract. (Note: A copy of Form DOT F 4220.4 (2-71) is attached for information purposes.)

G.2 Availability and Use of Utility Services (January 1997) **CLA.1405**

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

G.2 Payment Procedures (July 1997) CLA.2916

(a) The contractor shall submit original invoices, including applications for progress payments, directly to:
FAA, Mike Monroney Aeronautical Center
Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

(b) Payment for work performed or items furnished under this contract is subject to approval by the Contracting Officer. The contractor shall submit 2 copies of all invoices, including applications for progress payments, to:
FAA, Mike Monroney Aeronautical Center
NAS Automation & Facilities Contract Management Team (AMQ-240)
6500 South MacArthur Boulevard
P.O. Box 25082
Oklahoma City, OK 73125

(c) Each invoice, including applications for progress payments, must reflect the contract number, delivery order number, and a description of the work, services, or items being invoiced.

G.3 Deliveries to the Mike Monroney Aeronautical Center (MMAC) (January 2002) CLA.4550

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

3.10.1-23 Contracting Officer's Representative-Construction Contracts (April 2012)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Representatives (CORs). The Contracting Officer will provide written notice of COR appointment(s), setting forth the authorities and limitations, to the Contractor following the notice to proceed. COR

duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 Accident and Fire Reporting

(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

(1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;

(2) Damage of $1,000 or more to Federal property, either real or personal;

(3) Damage of $1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or

(4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Federal property (either real or personal), the total value of which is estimated at $100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

(i) The extent of injury; and

(ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

H.2 Environmental, Safety and Health (April 2010) CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy that states:

"*The Mike Monroney Aeronautical Center is fully committed to the Administrator's Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:*

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources and improve energy efficiency*
- *Continually improve environmental performance*

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment."

(4) The requirements of the MMAC Environmental Management System (EMS) are modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC's environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;.
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC Environmental Management System (EMS) General Awareness Briefing. This training is available on-line at: https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training.

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC EMS" included in Section K of this solicitation/contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Safety and Health (OSH) Policy which states:

"*The FAA Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the safety and health of our employees and neighbors. It is our policy to ensure that employees, contractors, students, and visitors are provided with workplaces that are free from recognized hazards that may cause death, illness, or injury. In keeping with this commitment, we will implement, maintain, and continually improve our safety and health performance by utilizing a comprehensive Occupational Safety and Health Management System which:*

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks, and implements controls*
- *Prevents injury and illness*
- *Establishes safety and health metrics*

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a safe and healthy work environment for employees, contractors, students and, visitors."

(6) The requirements of the MMAC Occupational Safety and Health System (OSHMS) are modeled after the specifications found in the Occupational Health and Safety Assessment Series, BS OHSAS 18001:2007. The MMAC OSHMS requires that all contractors that provide goods and services that can affect MMAC's occupational safety and health programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Occupational Safety and Health Policy as set forth in paragraph (a)(5) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this solicitation/contract;.
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced operational control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that contract employees requiring unescorted access to the site have received the MMAC Occupational Safety & Health Management System - 18001 – Awareness Briefing. This briefing/training is available on-line at: https://employees.faa.gov/org/centers/mmac/employee_services/saf/training/index.cfm?training=mandatory_training

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC OSHMS" included in Section K of this solicitation/contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC OSHMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC OSHMS. Submission of this certification is a prerequisite for contract award.

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

(1) The number of employee-hours worked during the preceding fiscal year;

(2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. All oral notices will be followed up with a written notice to the Contractor. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause

H.3 Submission of Contract Performance and Payment Bonds - Revised (June 2006) CLA.3207

(This clause is applicable when contract price exceeds $150,000,
or any other amount when in the best interest of the Government.)

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

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

(2) A Payment Bond on Standard Form 25-A (in duplicate) in a penal sum equal to 100 percent of the contract price if the contract.

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

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

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

H.4 Agreement to Participate in Alternative Dispute Resolution (April 1998) CLA.4540

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

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.5 Notice of Contractor Testimony (September 2006) CLA.4555

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

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

H.6 Personnel and Supervision (October 2006) CLA.4556

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

H.7 Strikes or Picketing Affecting Timely Completion Of the Contract Work CLA.4557 (September 2006)

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

3.1.9-1 Electronic Commerce and Signature (July 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between
i. Contracts written on paper and contracts in electronic form;
ii. Pen-and-ink signatures and electronic signatures; and
iii. Other legally-required written records and the same information in electronic form.

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

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract by e-mail to david.shaw@faa.gov.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology: signatures on documents by email.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

PART II - SECTION I
CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

(d) Certificate holder address:

FAA-Mike Monroney Aeronautical Center
NAS Automation & Facilities Contract Management
Team (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73l25

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

3.2.2.3-39 Requirements for Certified Cost or Pricing Data or Other Information -Modifications (July 2010)

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

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

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

(i) Information on an exception you received on earlier or repetitive acquisitions;
(ii) Catalog price information including:
(A) A dated catalog with the prices;
(B) The applicable catalog pages; or
(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;
(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;
(iv) Evidence of substantial sales to the general public for catalog items that exceed $25,000. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;
(v) The basis for the market price including:
(A) The source, date or period of the market quotation;
(B) Any other basis for the market price, the base amount, and applicable discounts;
(C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or
(D) Data supporting substantial sales to the general public.
(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;
(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:
(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;
(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and
(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.
(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.
(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.
(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

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

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [***_____]

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

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

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

3.2.2.3-41 Performing Work (July 2004)

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

3.2.2.3-44 Physical Data (July 2004)

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

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

The Contractor (you) must
(a) begin work under this contract within 15 calendar days after the date you receive the notice to proceed,
(b) perform the work diligently, and
(c) complete the entire work ready for use not later than 120 days. The time allowed for completion must include final cleanup of the premises.
(d) The completion date assumes that the successful offeror will receive the notice to proceed by 30 calendar days after award of contract. The CO will extend the completion date by the number of calendar days after the above date that you receive the notice to proceed, except to the extent that the delay in issuing the notice to proceed results from your failure to execute the contract and give the required performance and payment bonds to FAA within the time specified.

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

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

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

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

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

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

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

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

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

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

_____
(Name)

_____
(Title)

_____
(Date)

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

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

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

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

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

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

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

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

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

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

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

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

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

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

3.3.1-33 System for Award Management (August 2012)

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

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

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

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

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

(2) The offeror 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 SAM database.

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

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

(2) The offeror should be prepared to provide the following information:
(i) Company legal business.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company Physical Street Address, City, State, and ZIP Code.
(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
(v) Company Telephone Number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor 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 SAM database;
(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and
(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

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

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

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

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 contrator’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.

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

(a) Definitions.

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

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

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

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

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

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

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of $10,000 shall include this clause, including the goals for minority and female participation stated herein.
(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 10.2

Goals for female participation: 6.9

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

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

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

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

3.6.3-12 Asbestos - Free Construction (April 2009)

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

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

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
All Positions	Low Risk : 1

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs.

Once designated, a VAP administrator will provide each POC a Web ID and password.
The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

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

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

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

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

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

Headquarters Contracts:

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

Regional and Center Contracts:

Questions or Concerns: Mike Monroney Aeronautical Center Contracting Point of Contact: Contract Specialist, David Shaw, david.shaw@faa.gov, (405)-954-7896. All questions must be submitted in writing by e-mail or mailed to: FAA, Customer Service Desk (AMQ-100), Room 313, Multi-Purpose Building, 6500 South MacArthur Boulevard, PO Box 25082, Attention David Shaw, AMQ-210, Oklahoma City, OK 73125-4933. E-mails are preferred.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.
(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.
(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms

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

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (April 2012)

(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 Representative (COR). 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 $200 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 COR 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), COR, and Security and Investigations Division, AMC-751, and the Office of Facility

Management, AMP-300 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 Mike Monroney Aeronautical Center 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 COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting the Security and Investigations Division, AMC-751 in the Security Command Center.

(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.

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.

3.1.7-2 Organizational Conflicts of Interest (August 1997)
3.2.2.3-33 Order of Precedence (March 2009)
3.2.2.3-42 Differing Site Conditions (July 2004)
3.2.2.3-43 Site Investigation and Conditions Affecting the Work (July 2004)
3.2.2.3-45 Material and Workmanship (July 2004)
3.2.2.3-46 Superintendence by the Contractor (July 2004)
3.2.2.3-47 Permits and Responsibilities (July 2004)
3.2.2.3-48 Other Contracts (March 2009)
3.2.2.3-49 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)
3.2.2.3-50 Property Protection (March 2009)
3.2.2.3-51 Operations and Storage Areas (April 2012)
3.2.2.3-52 Use and Possession Before the Project is Complete (July 2004)
3.2.2.3-53 Cleaning Up and Roadway Maintenance (July 2004)
3.2.2.3-54 Preventing Accidents (July 2004)
3.2.2.3-55 Availability and Use of Utility Services (July 2004)
3.2.2.3-56 Schedules for Construction Contracts (July 2004)
3.2.2.3-58 Layout of Work (March 2009)

3.2.2.3-60 Specifications, Drawings, and Material Offers (March 2009)
3.2.2.3-62 Preconstruction Conference (July 2004)
3.2.2.3-66 Contractor's Daily Log (July 2004)
3.2.2.3-68 Safety and Health (July 2004)
3.2.2.3-69 Subcontracts - Construction (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)
3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)
3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
3.3.1-6 Discounts for Prompt Payment (May 1997)
3.3.1-9 Interest (September 2009)
3.3.1-15 Assignment of Claims (April 1996)
3.3.1-19 Prompt Payment for Construction Contracts (September 2009)
3.3.1-31 Progress Payments (November 2000)
3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (March 2009)
3.3.2-1 FAA Cost Principles (October 1996)
3.4.1-1 Proposal Guarantee (April 1996)
3.4.1-4 Performance Bond Requirements (Oct 2010)
3.4.1-5 Payment Bond Requirements (April 1996)
3.4.1-6 Additional Bond Security (April 1996)
3.4.1-7 Notice to Proceed (April 1996)
3.4.1-10 Insurance--Work on a Government Installation (July 1996)
3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)
3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)
3.5-1 Authorization and Consent (January 2009)
3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (January 2009)
3.5-4 Patent Indemnity--Construction Contracts (January 2009)
3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (March 2009)
3.6.1-6 Liquidated Damages - Subcontracting Plan (January 2010)
3.6.1-7 Limitations on Subcontracting (October 2011)
3.6.2-1 Contract Work Hours and Safety Standards Act-Overtime Compensation (January 2012)
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)
3.6.2-18 Davis Bacon Act (October 2010)
3.6.2-19 Withholding--Labor Violations (April 1996)
3.6.2-20 Payrolls and Basic Records (April 2011)
3.6.2-21 Apprentices, Trainees, and Helpers (October 2010)
3.6.2-22 Subcontracts (Labor Standards) (October 2010)
3.6.2-23 Certification of Eligibility (April 1996)
3.6.2-35 Prevention of Sexual Harassment (August 1998)
3.6.2-39 Trafficking in Persons (January 2008)
3.6.3-13 Recycle Content and Environmentally Preferable Products (April 2009)
3.6.3-14 Use Of Environmentally Preferable Products (April 2009)
3.6.3-16 Drug Free Workplace (March 2009)
3.6.3-17 Efficiency in Energy-Using Products (April 2008)
3.6.3-19 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (July 2010)
3.6.4-3 Buy American Act--Construction Materials (October 2011)
3.6.4-5 Buy American--Steel and Manufactured Products (July 2010)
3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
3.9.1-1 Contract Disputes (October 2011)

3.9.1-2	**Protest After Award (August 1997)**
3.10.1-7	**Bankruptcy (April 1996)**
3.10.1-8	**Suspension of Work (September 1998)**
3.10.1-15	**Changes--Construction, Dismantling, Demolition, or Removal of Improvements (July 1996)**
3.10.1-16	**Changes and Changed Conditions (April 1996)**
3.10.1-19	**Modification Cost Proposal - Price Breakdown (Construction) (July 1996)**
3.10.1-20	**Warranty--Construction (July 1996)**
3.10.1-25	**Novation and Change-Of-Name Agreements (October 2007)**
3.10.2-1	**Subcontracts (Fixed-Price Contracts) (April 1996)**
3.10.4-23	**Contractor and Subcontractor Compliance with Fastener Act (November 1997)**
3.10.6-1	**Termination for Convenience of the Government (Fixed Price) (October 1996)**
3.10.6-6	**Default (Fixed Price Construction) (October 1996)**
3.13-5	**Seat Belt Use by Contractor Employees (October 2001)**
3.13-13	**Contractor Policy to Ban Text Messaging While Driving (January 2011)**
3.13-14	**Reporting Executive Compensation and First-Tier Subcontract Awards (April 2011)**
3.14-3	**Foreign Nationals as Contractor Employees (April 2008)**
3.14-5	**Sensitive Unclassified Information (SUI) (July 2008)**

PART III - SECTION J
LIST OF ATTACHMENTS

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	Statement of Work "Enclosed Paint Booth Installation"	N/A	8
2	Standard Form 25, Performance Bond	05/1996	2
3	Standard Form 25A, Payment Bond	10/1998	2
4	Davis Bacon Wage Rate Decision, General Decision No. OK80 Construction Type: Building	10/12/2012	6
5	Contractor's Release Form DOT F 4220.4	05/2005	1
6	Business Declaration Form	10/2008	1
7	Organizational Experience Form		
8	Enclosed Paint Booth Installation Location		1
9	Control Documents AML30-OC-3.1-2 AML30-OC-6.1-1 AML30-OC-7.1-1 AML30-OC-8.1-1 AML30-OC-8.1-3	N/A	7

PART IV - SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 NAICS Code and Small Business Size Standard (November 2000) CLA.0126

(a) The North American Industry Classification System (NAICS) code for this acquisition is 332311
(b) The small business size standard is 500 employees.
(c) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

K.3 Certification of Contractor Conformance to the MMAC Environmental Management System (EMS) (April 2008) CLA.4560

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS as required by Clause 0090, Environmental, Safety, and Health Program.

Authorized Representative: _____
Company Name: _____
Date: _____

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.

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

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

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

3.2.2.3-15 Authorized Negotiators (July 2004)

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

Name:_____

Title:_____

Phone number:_____

3.2.2.3-35 Annual Representations and Certifications (July 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

[ ] (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

[ ] (b) Are enclosed.

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

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

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

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

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

(c) Taxpayer Identification Number (TIN).

[ ] TIN: _____

[ ] TIN has been applied for.

[ ] TIN is not required because:

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

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

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

[ ] Other--State basis. _____.

(d) Corporate Status.

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

[ ] Other corporate entity
[ ] Not a corporate entity
[ ] Sole proprietorship
[ ] Partnership
[ ] Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

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

3.2.2.7-7 Certification Regarding Responsibility Matters (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.

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

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

Name: _____

Title: _____

Phone Number: _____

3.6.2-5 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.

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

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

3.6.4-18 Certification Regarding Steel and Manufactured Products (April 2009)

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

[Check one]

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

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

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)

(a) Definitions.
"Person"
(1) Means
(i) A natural person;
(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

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

"Sensitive Technology"
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically
(i)To restrict the flow of free, unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
(3)The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1)Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) 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 or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

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.

3.2.2.3-3 Affiliated Offerors (July 2004)
3.2.5-2 Independent Price Determination (October 1996)
3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)
3.6.3-18 Biobased Product Certification (July 2010)

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

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) The Contract Specialist is the only point of contact for this acquisition. Address any questions or concerns that you may have to the Contract Specialist. Only written requests for clarification may be sent to the Contract Specialist, ATTENTION: David Shaw via email at david.shaw@faa.gov. All questions and Government responses will be provided to each identified interested party.

(b) The procurement process will involve the evaluation of past performance, make-up air design, paint booth mode design, in-booth ventilation design, control panel design, paint booth structural design and cost/price proposals.

(c) Evaluations involved will permit the FAA to award a single contract to the Lowest Price, Technically Acceptable (LPTA) Offeror.

(d) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(e) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the Contract Specialist in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal without discussions.

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

L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

(a) Each offeror must submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the format outlined below.

(b) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume should be submitted in an individual binder/folder.

Table 1. Proposal Organization

Volume	Title	Copies
I	Contract Documentation	1
II	Technical*	4

*No reference shall be made to prices in Volume II.

(c) Common items for each volume are:

(1) Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.

(2) Page Printing. Printing may be on one side only. If printing is on both sides of the paper it will be counted as two pages.

(3) Single or double spacing (offeror's option).

(4) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.

(5) Volumes II shall be marked 'Procurement Sensitive.' A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitor sensitive.

(6) All volumes should be separately bound in three-ring, loose-leaf binders.

(d) Contract Documentation – Volume I. This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors must complete Section A, Solicitation, Offer and Award (SF33), blocks 12 through 18; Section B, Supplies or Services and Prices/Costs; and, Section K, Representations and Certifications. Completion of these documents indicates that the offeror has read and agrees to the terms and

conditions contained in SIR/RFO Sections A through K. The FAA may consider offerors who take exception to the terms and conditions of SIR/RFO Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers. In addition, Volume I shall include a completed Business Declaration Form.

(e) Technical Proposal – Volume II. Technical proposals shall be submitted as separate and complete sections for each of the Technical Evaluation Factors outlined in Section M. The technical proposal shall not include prices/costs or any pricing information.

(1) The technical proposal must be sufficiently detailed to enable technically-oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed paint booth meets the requirements of the Government. The technical proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements of the scope outlined in the Statement of Work (SOW).

(2) Statements that the offeror understands, can, or will comply with all statements in the SOW and Specifications Document and statements paraphrasing the SOW and Specification requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc. will be considered insufficient.

(3) Content is more important than quantity. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. To expedite review of the proposals, the responses for each evaluation factor shall be provided in a separate section and the section shall be tabbed for ease of reference.

(4) If any portion of the work is to be performed by a subcontractor, the proposal must provide rationale for subcontracting, how the specific subcontractor was determined, and the percentage of work to be performed by the subcontractor. The proposal must include supporting documentation describing each subcontractor's technical qualifications and detailed pricing information to support all subcontractor costs.

(f) **TO PROVIDE A FAIR AND EQUITABLE EVALUATION OF ALL PROPOSALS, SEPARATE AND COMPLETE RESPONSES MUST BE MADE TO EACH OF THE FOLLOWING SIX FACTORS.**

In preparing the proposal, emphasis should be placed on supplying complete information in the areas, which are set forth below and in Section M, Provision M.3, Technical Evaluation.

Factor 1: Past Experience
Factor 2: Make-up Air Design
Factor 3: Paint Booth Mode Design
Factor 4: Paint Booth Structural Design

FACTOR 1-PAST EXPERIENCE

Factor: To evaluate information as defined below for a minimum of three (3), but no more than five (5), past and current contract/subcontracts for requirements similar in operation and technical complexity to services described in the Statement of Work (SOW). Contracts are considered to be relevant to this requirement, when the contracts involve(d) the magnitude of effort and complexities that are essentially what the SOW requires.

FACTOR 2-MAKE-UP AIR SYSTEM DESIGN

Factor: Offeror must provide basic design information for the Make-Up Air System. The design should fulfill all the requirements of Section 3.5 in the SOW. The design should outline the location, size and performance specification of the make-up air system. The design should also outline the proposed ductwork layout and length. The design submittal for this factor should be in narrative form and no more than 1 page in length.

FACTOR 3-PAINT BOOTH MODES OVERVIEW

Factor: Offeror must provide an overview of the three Paint Booth Modes. The overview should highlight the three modes requested in Section 3.4 of the SOW, and outline how the three modes will work together and be integrated into the overall paint booth design. Information on proposed fan speed, airflow speed and other features unique to each mode should be included. The design submittal for this factor should be in narrative form and no more than 1 page in length.

FACTOR 4-PAINT BOOTH STRUCTUAL DESIGN

Factor: Offeror must provide a brief Paint Booth Structural Design. The design should highlight the materials to be used and the structural framework of the Paint Booth and meet the requirements in Section 3.17 of the SOW. The design submittal for this factor should be in narrative form and no more than 1 page in length.

CAUTION: Offerors are cautioned that the FAA may use the data provided by other sources in evaluating past performance and experience. Offerors will be given an opportunity to rebut information considered negative and relevant to the evaluation. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

L.3 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.4 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997) CLA.2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation 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 Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.5 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997) CLA.4533

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

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

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

3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

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

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.

L.6 Prevention of Other Forms of Harassment (May 2002) CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address

harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

3.2.2.3-20 Electronic Offers (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: by e-mail to david.shaw@faa.gov. 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 david.shaw@faa.gov

. (f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

3.2.2.3-63 Site Visit (Construction) (July 2004)

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

(b) A site visit will be held on **August 28, 2012 at 9:00 am** at the Mike Monroney Aeronautical Center, in the **(Location)**. Please, advise the Contract Specialist (David Shaw) of your intent to attend by **2:00 p.m., August 24, 2012**. Attendees should enter the Aeronautical Center's south gate (74th street). Security guards will then direct attendees to the SE corner of the Logistics Support Facility (Building #2)**.**

3.2.4-1 Type of Contract (April 1996)

The FAA will award a Firm-Fixed-Price contract resulting from this Screening Information Request.

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

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

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

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

DUNS OR DUNS+4 NUMBER: _____

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

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

(2) The offeror should be prepared to provide the following information:
(i) Company legal business.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company Physical Street Address, City, State, and ZIP Code.
(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
(v) Company Telephone Number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

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.

3.2.2.3-1 False Statements in Offers (July 2004)
3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
3.2.2.3-13 Submission of Information Documentation/Offers (July 2004)
3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17 Preparing Offers (July 2004)
3.2.2.3-18 Prospective Offeror's Requests for Explanations (March 2009)
3.2.2.3-19 Contract Award (July 2004)
3.3.1-29 Notice of Availability of Progress Payments Exclusively for Small Business Concerns (November 1997)

PART IV - SECTION M
EVALUATION FACTORS FOR AWARDS

M.1 INTRODUCTION

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

(b) The FAA may communicate with one or more Offerors at any time during SIR/RFO process. Communications with one Offeror do not necessitate communications with other Offerors since communications will be Offeror-specific. Information determined to have common application and not considered prejudicial to any Offeror will be communicated to all Offerors.

(c) Offers will be evaluated and contract award made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors ("Low-Priced, Technically Acceptable"). Tradeoffs are not permitted. Proposals are evaluated for acceptability but not ranked using non-cost/price factors.

(d) An evaluation for acceptability will be performed on each proposal. The proposal that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically

acceptable, all technical factors in the proposal must be determined to be acceptable ("GO") and no technical factor can be determined unacceptable ("NO GO"). The failure of a proposal to meet the technical acceptability measures of any factor will result in a technically unacceptable rating ("NO GO") and preclude award to that offeror.

(e) Proposals may be eliminated if they are determined to be grossly deficient; i.e., the submittal does not represent a reasonable effort to address itself to all elements of the SIR/RFO or clearly demonstrates that the Offeror does not understand the requirements of the SIR/RFO.

(f) Each proposal will be evaluated on the basis of its written submissions and price.

(g) All offers will be subjected to detailed technical evaluation by a team who will rate proposals in accordance with a pre-established evaluation plan.

(h) Technical proposals will be evaluated in accordance with pre-established evaluation criteria. These criteria are listed in this section. All factors are weighted equally under the Low-Price, Technically Acceptable evaluation method used for this SIR/RFO.

(i) Cost/Price proposals will be evaluated in accordance with Provision M.4 Evaluation of Price.

(j) Only one (1) offer that provides the lowest evaluated price of all proposals determined by the Government to meet or exceed the technical acceptability standards will receive a contract award, so long as the proposal is otherwise acceptable for award, e.g., no conflicting terms and conditions, contract documents are completed properly.

(k) Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the RFO. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion.

(m) Additional information may be requested from one, some, or all offeror(s). The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and price.

M.2 SUMMARY OF OVERALL EVALUATION AND DOWN-SELECT PROCESS

(a) Technical Evaluation.

(1) Following a preliminary evaluation to determine if any proposals are grossly deficient the proposals submitted in accordance with SIR/RFO Section L will be evaluated by the Technical Evaluation Team (TET) against predetermined evaluation factors. Each proposal will be analyzed individually and independently to determine if the contractor met the objective standard for each evaluation factor. If the contractor meets or exceeds the standard, the contractor will receive a "GO" for this factor and the rationale documented. If the contractor fails to meet the standard, the contractor will receive a "NO GO" and the rationale for the failure will be annotated. The rationale for both "GO" and "NO GO" ratings must be documented in sufficient detail that it is clear whether or not the criteria standard was met using project descriptions, personnel qualifications, references names, etc., and will include proposal page numbers as possible to cross-reference.

(2) Consensus of all individual ratings will be completed after the individual technical review. The primary purpose of the consensus process is to reconcile opinions by focusing on the reasons for the disparities. The TET's rating for each factor must be reached by consensus, not by "averaging" or by vote. Each proposal will be analyzed by the TET to determine if the contractor met the objective standard for each evaluation factor. If the contractor meets or exceeds the standard, the contractor will receive a "GO" for this factor and the rationale documented. If the contractor fails to meet the standard, the contractor will receive a "NO GO" and the rationale for the failure will be annotated in detail as outlined above.

(b) Price Evaluation. Firms will be ranked in order of price as to the acceptability of the price, and will be determined if the price is fair and reasonable through comparison with the other offerors submitting proposals for the same action.

(c) Award Determination.

(1) Ratings of "GO" or "NO GO" are merely guides for decision making. The SSO is responsible for independently determining if the lowest-priced, technically acceptable firm has proposed a fair and reasonable price and is otherwise eligible for award. <u>Trade-offs are not permitted</u>.

(2) Documentation to support the award decision will generally consist of: (1) a final ranking of offers, based on an assessment of price and acceptability of the technical proposal ("GO" or "NO GO") against the evaluation criteria, and (2) a Source Selection Decision Document (SSDD). The documentation must explicitly justify the rationale for the acceptability of the proposal and that the successful offeror's price is considered fair and reasonable to the Government.

M.3 EVALUATION OF TECHNICAL AND PRICE PROPOSALS

These factors are of equal weight and importance. Ratings of “GO” or “NO GO” are considered to be objective ratings, and are to serve as merely guides for decision making. The SSO is responsible for independently determining if the lowest-priced, technically acceptable firm has proposed a fair and reasonable price and is otherwise eligible for award. Trade-offs are not permitted. Cost will not be scored.

FACTOR 1-PAST EXPERIENCE

The offeror shall complete a minimum of three (3), but no more than five (5), “Organizational Experience Information” forms, attached to the announcement, in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. The forms shall include Points of Contact (POC) for all projects included under that contract; e.g., for a Federal agency contract that included work at five (5) installations, POCs shall be provided for each installation.

Evaluation Criteria: The Government will review the experience of the offeror, including subcontractors, on projects provided in response to Factor 1. Offerors must meet all of the following minimum acceptability standards to receive a “GO” on this factor:

a. Offeror must have completed three (3) paint booth installation projects similar to the scope to the FAALC requirements.
b. At least three (3) of the contracts must be valued at over $75,000.
c. Projects submitted must have been completed, or underway, within the last six (6) years.

Failure to demonstrate the minimally acceptability standards under this factor will result in a “NO GO” rating and possible elimination from further consideration for contract award.

FACTOR 2-MAKE-UP AIR SYSTEM DESIGN

Evaluation Criteria: The Government will review all documentation submitted under Factor 2. Offerors must demonstrate a design that complies with the requirements in Section 3.5 of the SOW. Offerors must demonstrate a design that outlines the location, size and performance specifications of the make-up air system. Offerors must also outline the ductwork layout and length.

Failure to submit a design that complies with the minimal acceptability standards under this factor will result in a “NO GO” rating and elimination from further consideration for contract award. Submitting a design that complies with the minimal acceptability standards under this factor will result in a “GO” rating.

FACTOR 3-PAINT BOOTH MODES OVERVIEW

Evaluation Criteria: The Government will review all documentation submitted under Factor 3. Offerors must demonstrate an overview that complies with the requirements in section 3.4 of the SOW. Offerors must demonstrate how the three modes will work together and be integrated into the overall paint booth design. Offerors must also provide information on proposed fan speed, airflow speed and other features unique to each mode.

Failure to submit an overview that complies with the minimal acceptability standards under this factor will result in a “NO GO” rating and elimination from further consideration for contract award. Submitting an overview that complies with the minimal acceptability standards under this factor will result in a “GO” rating.

FACTOR 4-PAINT BOOTH STRUCTUAL DESIGN

Evaluation Criteria: The Government will review all documentation submitted under Factor 6. Offerors must demonstrate a design that lists the materials to be used and the structural framework of the Paint Booth and complies with the requirements in Section 3.17 of the SOW.

Failure to submit a design that complies with the minimal acceptability standards under this factor will result in a “NO GO” rating and elimination from further consideration for contract award. Submitting a design that complies with the minimal acceptability standards under this factor will result in a “GO” rating.

M.4 EVALUATION OF PRICE

(a) An evaluation of the price proposals submitted by those offerors that passed the technical evaluation will be accomplished. It is anticipated that the lowest evaluated price will be determined fair and reasonable based on adequate competition.

(b) Proposals which are unreasonably low may be eliminated from further competition on the grounds of the offeror's failure to understand contract requirements.

(c) Proposals which reflect unbalanced pricing per line item may be eliminated from further competition on the grounds that such pricing may increase performance risk and could result in payment of unreasonably high prices.

(d) An offeror's proposal price will be evaluated by multiplying the estimated annual quantity times the unit price per line item and totaling the product of the calculations for the base year and each option year to arrive at an estimated contract value. Award will be made to the technically acceptable offeror offering the lowest evaluated price.

M.5 EVALUATION OF OFFERS FOR SINGLE AWARD (JANUARY 1997) CLA.0250

Award will not be split by item. One award will be made to the responsible offeror submitting the lowest aggregate offer, and whose proposal meets the Government's minimum requirements called out in Section B and the documents referred to therein. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.6 EVALUATION OF OFFERS (SEPTEMBER 2006) CLA.4539

(a) Offeror shall complete provision titled, Certification of Products/Services Offered, in Section K of this SIR or RFO, as to whether the products/services offered are of a process that is; (1) ISO 9001:2000 certified (certified offer), (2) ISO 9001:2000 compliant (compliant offer), or (3) Non-certified/Non-compliant (non-certified/non-compliant offer).

(b) Offerors shall provide documentation of ISO 9001:2000 certification/compliance as required in Section L provision titled, ISO 9001:2000 Certification/Compliant Incentive Program Requirements, of this SIR or RFO.

(c) The FAA will award to ISO 9001:2000 certified or compliant contractors unless the price is determined to be unreasonable as follows:

(1) Unless the FAA determines otherwise, the offered price of a certified offer is unreasonable when the lowest acceptable certified offer exceeds the lowest acceptable non-compliant/non-certified offer by 12 percent.

(2) Unless the FAA determines otherwise, the offered price of a certified offer is unreasonable when the lowest acceptable certified offer exceeds the lowest acceptable compliant offer by 6 percent.

(3) Unless the FAA determines otherwise, the offered price of a compliant offer is unreasonable when the lowest acceptable compliant offer exceeds the lowest acceptable non-compliant/non-certified offer by more than 6 percent.

(d) The evaluation in subparagraph (c) above shall be applied on an item- by-item basis or to any group of items on which award may be made, as specifically provided by the SIR or RFO.

AMS 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.

AMS 3.2.4-31 EVALUATION OF OPTIONS (APR 1996)
AMS 3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)