

## **Section A - Solicitation/Contract**

### A001 SOLICITATION INDEX

The Federal Aviation Administration (FAA) is soliciting competitive proposals through the use of this Request for Offers (RFO) for the award of a firm, fixed price construction contract.

The RFO consists of the following Parts / Sections:

#### **Part I - The Schedule**

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Section B: Supplies or Services / Prices  
Section C: Descriptions / Specifications  
Section D: Packaging and Marking  
Section E: Inspection and Acceptance  
Section F: Deliveries or Performance  
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Section H: Special Contract Requirements

#### **Part II - Contract Clauses**

Section I: Contract Clauses

#### **Part III - List of Documents, Exhibits, and Other Attachments**

Section J: List of Documents, Exhibits, and Other Attachments

#### **Part IV - Representations and Instructions**

Section K: Representations, Certifications, and Other Statements of Bidders  
Section L: Instructions, Conditions, and Notices to Bidders  
Section M: Evaluation Factors for Award

End of Clause

## Section B - Supplies or Services/Prices

### B001 PRICE/COST

The contractor is required to furnish all labor, materials, services, equipment, transportation, insurance, security notifications, submittals, supervision, licenses, permits, state sales taxes and fees in accordance with applicable federal, state, and local regulatory requirements, for the Oakland Air Route Traffic Control Center (ARTCC), Oakland, CA, in accordance with the contract clauses, specifications, drawings, and applicable wage rates

CLIN	DESCRIPTION	QUANTITY	MATERIAL	LABOR HOURS	EQUIPMENT COST	TOTAL COST
001	Mobilization					
002	Pipe Lining					
003	Demolition of Waste and Vent Line					
004	Replace Waste Line					
005	Replace Vent Line					
006	Subcontractor costs					
007	Demobilization					
008	OH/P					
009	Bonds					
010	Grand Total					

The offered Grand Total price shall encompass all costs related to (a) direct and indirect cost, fringe benefits, overhead, G&A expenses, profits, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees, permits, licenses, and (d) any miscellaneous charges.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the FAA Acquisition Management System (AMS). The 1996 DOT Appropriations Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are some of these laws.*

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

**C-1 PROJECT:** Replace Waste and Vent Lines

**C-2 PROJECT LOCATION:** 5125 Central Avenue, Fremont, CA 94536

**C-3 SUMMARY OF WORK:** Clean and reline the entire domestic waste line in the basement of the Automation building as indicated in contract drawings. Replace the vent and domestic waste lines in the Automation building as indicated in contract drawings.

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

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

**3.10.4-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1996)**

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

**3.10.4-11 INSPECTION - DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS  
(APR 1996)**

**3.10.4-14 ASSIGNMENT OF A QUALITY RELIABILITY OFFICER (QRO) (OCT 2015)**

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## Section F - Deliveries or Performance

### F-1: HOLIDAYS

### DAY OBSERVED

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	Third Monday in June
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 <sup>th</sup>

If a Federal holiday falls on a Saturday, the holiday is observed on the preceding Friday. If the Federal holiday falls on a Sunday, the holiday is observed on the following Monday

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## **Section G - Contract Administration Data**

### **G001 AUTHORITY OF GOVERNMENT PERSONNEL**

No one other than the Contracting Officer has the authority to authorize or make changes to the terms and conditions of the contract, change the scope of work or specifications, make any commitments that obligate the Government, or authorize any changes that will affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract. This includes the Contracting Officer's Representative (COR). The COR is a representative of the Contracting Officer, yet does not have the authority to change the contract in any manner.

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## Section H - Special Contract Requirements

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

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between:

- (1) Contracts written on paper and contracts in electronic form;
- (2) Pen-and-ink signatures and electronic signatures; and
- (3) Other legally-required written records and the same information in electronic form.

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

(c) Certain documents may need to be provided or maintained in original form, such as large-scale drawings impractical to convert to electronic format or a document with a raised seal signifying authenticity. This clause does not change or affect any other requirements that a document must be in paper format to satisfy legal requirements such as for certain real estate transactions.

(d) The use of electronic signature technology is authorized under this solicitation and the resulting contract.

(e) Contractors must not digitally sign any documents with software that uses the Secure Hash Algorithm 1 (SHA-1). All digitally signed documents and contracts sent to the FAA must use a SHA-256 or higher hash algorithm. This is based on the National Institute of Standards and Technology (NIST) Policy Statement on Hash Functions dated August 5, 2015. Further guidance on the use of SHA-256 is in NIST Special Publication (SP) 800-57 Part 1, section 5.6.2 as amended and SP 800-131A, Revision 1 dated November 6, 2015. Additional guidance on the use of SHA-3 is in NIST SP 800-185 as amended.

(f) Contractors do not have to update documents previously digitally signed using SHA-1 hash algorithms unless the document requires updating. The FAA and contractors may continue to use SHA-1 for the following applications: Verifying old digital signatures and time stamps, generating and verifying hash-based message authentication codes (HMACs), key derivation functions (KDFs), and random bit/number generation.

(End of Clause)

### 3.8.2-17 KEY PERSONNEL AND FACILITIES (MAY 1997)

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

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

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

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

□ □

□ □ □

□ □ □



(List key personnel and/or facilities)

(End of clause)

### **3.13-15 CONFIDENTIALITY OF DATA AND INFORMATION (NOV 2016)**

(a) In performance of this contract, the contractor and any of its subcontractors, may need access to and use various data and information in the possession of the Government. This data and information may have been obtained under conditions which restrict the Government's right to use and disclose this data and information or which may be adverse to the interests of the Government or other parties if it is disseminated or used in a capacity other than in performance of this contract. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless it is already publically available; or (2) use for any purpose other than the performance of this contract any data or information which bears a restrictive marking or legend which the contractor has gained access to through the performance of this contract, or information that should be marked according to FAA Order 1600.75 "Protecting Sensitive Unclassified Information (SUI)". For the sole purpose of this clause, "information" means any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or visual form.

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

(c) The contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information as required above. The contractor must obtain from each employee in connection with this contract a signed Non-Disclosure Agreement. This agreement must provide that the employee will not, during employment or anytime thereafter, disclose or use for current or future benefit of any party any of the data (to include any form of Sensitive Unclassified Information (SUI) described in FAA Order 1600.75) or information not publically available received in connection with the work under the contract.

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

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

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract, the contractor must return all such data and information described above obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the contractor's agreement with that company, or if the agreement makes no provision for disposition, must be returned to that company. The contractor must further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to the appropriate company), have been deleted

from the contractor's (and any subcontractor's) records and destroyed. The FAA reserves the right to audit the deletion. The FAA must provide notice of the audit 10 calendar days prior to the audit.

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

(End of clause)

#### H001 APPLICABLE MINIMUM HOURLY WAGE RATES

a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rate of wages which must be paid to the laborers and mechanics employed or work at the job site. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis Bacon Act, as amended, to be prevailing rates for the corresponding classes of laborers employed on contracts of a similar character in the locality where the work is performed.

b) While the wage rates given in the decision are the MINIMUM rates required to be paid during the life of the contract, it is the responsibility of offerors to inform themselves as to local labor conditions, such as the prevailing wage rates, the length of the work day and work week, overtime compensation, fringe benefits payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor must abide by and conform to all applicable laws, Executive Orders, and rules, regulations, and orders of the Secretary of Labor. No increase in contract price will be allowed or authorized for the payment of wage rates in excess of those listed in the contract wage determination decision.

c) The wage determination decision of the Secretary of Labor in this contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract and is not to be accepted as a guarantee, warranty, or representation of the wage rates indicated.

NOTE: THE DAVIS BACON ACT IS APPLICABLE (SEE CONTRACT CLAUSES). REFERENCE THE ATTACHED GENERAL WAGE DECISION NO. CA20230018, DATED 04-14-2023, FOR THE STATE OF CALIFORNIA (SEE SECTION "J"). THIS WAGE DECISION IS HEREBY INCORPORATED INTO THIS REQUEST FOR OFFERS (RFO) AND WILL BE PART OF ANY RESULTANT CONTRACT.

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## **Section I - Contract Clauses**

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2019)**

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

#### **3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 2023)**

##### **3.2.2.3-42 DIFFERING SITE CONDITIONS (JUL 2004)**

##### **3.2.2.3-43 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (JUL 2004)**

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

##### **3.2.2.3-49 PROTECTING EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (JUL 2004)**

##### **3.2.2.3-50 PROPERTY PROTECTION (OCT 2014)**

##### **3.2.2.3-51 OPERATIONS AND STORAGE AREAS (APR 2012)**

##### **3.2.2.3-53 CLEANING UP AND ROADWAY MAINTENANCE (JUL 2004)**

##### **3.2.2.3-54 PREVENTING ACCIDENTS (JUL 2004)**

##### **3.2.2.3-60 SPECIFICATIONS, DRAWINGS, AND MATERIAL OFFERS (MAR 2009)**

##### **3.2.2.3-71 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (OCT 2021)**

##### **3.2.2.3-83 PROHIBITION AGAINST CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (OCT 2015)**

##### **3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 2011)**

##### **3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)**

##### **3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 2021)**

##### **3.2.5-3 GRATUITIES OR GIFTS (OCT 2019)**

##### **3.2.5-4 CONTINGENT FEES (OCT 1996)**

##### **3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2019)**

##### **3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)**

##### **3.3.1-2 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (JUL 2018)**

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

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

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

##### **3.6.2-39 TRAFFICKING IN PERSONS (APR 2019)**

##### **3.6.3-13 AFFIRMATIVE PROCUREMENT OF RECYCLED CONTENT AND PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JAN 2020)**

##### **3.6.3-14 USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (JAN 2020)**

##### **3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)**

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

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

##### **3.6.4-23 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (APR 2022)**

##### **3.9.1-1 CONTRACT DISPUTES (JAN 2020)**

##### **3.9.1-2 PROTEST AFTER AWARD (AUG 1997)**

##### **3.10.1-7 BANKRUPTCY (APR 1996)**

**3.10.1-8 SUSPENSION OF WORK (SEP 1998)**

**3.10.1-15 CHANGES-CONSTRUCTION, DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (APR 2022)**

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

**3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (JAN 2019)**

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

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

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

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

The Contractor (you) must perform, using your own organization, work equivalent to at least **TEN PERCENT (10%)** of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

**3.2.2.3-71 Commencement, Prosecution, and Completion of Work (October 2021)**

The Contractor must (a) begin work under this contract within **ONE (1)** calendar days after the date the Contractor receives the notice to proceed, (b) perform the work diligently, and (c) complete the entire work ready for use not later than **THIRTY (30) CALENDAR DAYS**. The time stated for completion must include final cleanup of the premises.

(End of clause)

**3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (APR 2022)**

(a) Definitions. As used in this clause

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, 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.

"Unique Entity Identifier (UEI)" (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

"Electronic Funds Transfer indicator" means a 4-character suffix to the Unique Entity Identifier. 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.

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

(2) The offeror must enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the UEI or EFT indicator that identifies the offeror's name and address exactly as stated in the offer. The UEI 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 UEI, it should contact [www.sam.gov](http://www.sam.gov) directly to obtain one.

The offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and ZIP Code.
- (4) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (5) Company Telephone Number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) 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 should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, <https://vetbiz.va.gov/vip/>.

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

- (A) Change the name in the SAM database;
- (B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

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

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

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

(End of Clause)

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

#### **3.3.2-1 FAA COST PRINCIPLES (OCT 2019)**

(a) Federal Aviation Administration (FAA) "Contract Cost Principles" must be used for:

- (1) The pricing of contracts, subcontracts, and modifications to contracts and subcontracts whenever cost analysis is performed; and
- (2) The determination, negotiation, or allowance of costs when required by a contract clause.

(b) The Contracting Officer will incorporate the FAA cost principles and procedures in contracts with commercial organizations as the basis for:

(1) Determining reimbursable costs under

(i) Cost-reimbursement contracts and cost-reimbursement subcontracts under these contracts performed by commercial organizations and

(ii) The cost-reimbursement portion of time-and-materials contracts except when material is priced on a basis other than at cost;

(2) Negotiating indirect cost rates, when:

(i) FAA has division or corporate contract administration responsibilities;

(ii) Quick Close-out procedures are used; or

(iii) Indirect rate caps are negotiated in the contract.

(3) Proposing, negotiating, or determining costs under terminated contracts;

(4) Price revision of fixed-price incentive contracts;

(5) Price redetermination of price redetermination contracts; and

(6) Pricing changes and other contract modifications.

(c) When division or corporate contract administration responsibilities rest with another Government agency, the FAA will apply the cost principles of the administering agency for the determination or negotiation of indirect rates not covered by (2)(ii) or (2)(iii) above.

(d) Upon request, the Contracting Officer will provide a copy of the FAA "Contract Cost Principles."

(End of clause)

000, the Contractor must comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor must provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor must not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This must include, but not be limited to,

- (i) employment,
- (ii) upgrading,
- (iii) demotion,
- (iv) transfer,
- (v) recruitment or recruitment advertising,
- (vi) layoff or termination,
- (vii) rates of pay or other forms of compensation, and
- (viii) selection for training, including apprenticeship.

(3) The Contractor must post in conspicuous places available to employees and applicants for employment the notices that explain this clause.

(4) The Contractor must, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor must send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor must comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor must furnish to the FAA all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(8) The Contractor must permit access to its books, records, and accounts by the FAA or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor must include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor must take such action with respect to any subcontract or purchase order as the FAA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

#### **3.4.1-1 Proposal Guarantee (January 2017)**

(a) Offerors must furnish a proposal guarantee in the form of a proposal bond, a postal money order, a certified or cashier's check, an irrevocable letter of credit, or United States bonds or notes with a maturity of less than five years.

(b) The required amount of the proposal guarantee is \_\_\_\_\_

(c) The Contracting Officer will return proposal guarantees, other than proposal bonds:

(1) To unsuccessful offerors as soon as possible after an award decision is made; and

(2) To the successful offeror after it signs the contract and submits acceptable bonds required under the contract.

(d) If the successful offeror fails to sign the contract or submit the required bonds within the time specified by the Contracting Officer, the contract may be terminated for default.

(e) If the contract is terminated for default, the offeror is liable for any cost of acquiring the work in excess of its proposed price, and the guarantee is available to offset the difference. However, the guarantee is not an exclusive remedy.

#### **3.4.1-4 Performance Bond Requirements (January 2017)**

(a) The contractor is required to submit a performance bond in a penal amount equal to 100 percent of the contract price, but for this contract the amount required by the Contracting Officer is 100 percent.

(b) The bond must be executed on specified forms, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

(End of clause)

#### **3.4.1-5 Payment Bond Requirements (January 2018)**

(a) The contractor is required to submit a payment bond in the penal amount of \_\_\_\_\_ within the time required by the Contracting Officer.

(b) The bond must be executed on the forms attached to this SIR, and sureties must be acceptable to the Federal Aviation Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.

(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

(End of clause)

### **3.4.1-7 Notice to Proceed (October 2019)**

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

(End of clause)

### **3.6.2-24 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (JAN 2019)**

(a) Definitions.

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

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

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

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

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

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

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

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's 6.9 aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: **28.9**

Goals for female participation: **6.9**

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

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

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

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

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

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

(e) The Contractor must implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area

located outside of the covered area, it must apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

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

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

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

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

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

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

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

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

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

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

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

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

(k) The Contractor must carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing

regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered must be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein must not be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### **3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (OCT 2018)**

(a) 'Sexual Harassment', as used in this clause, means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment.

(b) It is Government policy that sexual harassment will not be tolerated or condoned in the Government workplace. It is also Government's intent to effectively address inappropriate conduct before it rises to the levels proscribed by the Equal Employment Opportunity Commission as "sexual harassment".

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

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

(e) The Contractor must take whatever corrective action it deems necessary to promptly address sexual harassment in the Government workplace, or on a Government 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 Government worksite that the Contracting Officer deems to have engaged in sexual harassment.

(g) Any Government 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.

(End of clause)

### **3.6.2-39 TRAFFICKING IN PERSONS (APR 2019)**

#### **3.6.3-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (OCT 2016)**

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert None):

\_\_\_\_\_

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer (CO) and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to:

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material;

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the Safety Data Sheets with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit Safety Data Sheets to consignees in advance of receipt of shipments by consignees, if authorized in writing by the CO.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the Safety Data Sheets in or on each

shipping container. If affixed to the outside of each container, the Safety Data Sheets must be placed in a weather resistant envelope.

(End of clause)

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

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

(b) A list of SNAP chemicals can be found on the EPA SNAP website at

<http://www.epa.gov/ozone/snap/lists/index.html> or visit the Green Procurement Compilation, a centralized resource to assist federal agencies with sustainable acquisition that is searchable by product or service type, at <https://sftool.gov/GreenProcurement>.

(End of Clause)

### **3.6.3-12 ASBESTOS - FREE CONSTRUCTION (APR 2017)**

(a) In performing this contract, the Contractor must not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility.

(b) The Contractor must provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(c) The FAA retains the right to conduct sampling of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. If asbestos-containing material is found, the Contractor must bear the expense of the sampling conducted by the FAA, remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor must bear the expense of all testing (bulk sampling and air sampling conducted by the contractor and the FAA) to determine that the asbestos removal and site decontamination are satisfactorily completed. The Contractor must follow all applicable federal, state, and local asbestos regulatory requirements as well as applicable FAA Orders with respect to asbestos abatement when the Contractor is required to remove asbestos materials they have installed.

(End of clause)

### **3.6.3-22 CONSTRUCTION WASTE MANAGEMENT (JAN 2020)**

(a) In performance of this contract, the Contractor must establish a program to minimize waste generation, as well as recycle, reuse, and salvage construction and demolition (C&D) debris generated to the maximum extent possible.

Before commencing work, the Contractor must submit a Waste Management Plan to the Contracting Officer within 15 days after contract award prior to the start of construction activities. This plan must address the following:

(1) General: Provide an overall strategy for managing C&D debris associated with the project.

(2) Waste Identification: Indicate anticipated types and quantities by weight of demolition, site-clearing and construction waste generated by the Project. Include estimated quantities by weight and assumptions for estimates.

A site assessment may be necessary to estimate the types of materials that will be generated during construction and/or demolition. If a site visit is needed, the Contractor must notify the FAA of this as soon as possible, with the FAA arranging in turn for the contractor site visit to take place as soon as possible.

(3) Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, estimated total weight of each type of waste, final disposition for each waste type, and handling and transportation procedures.

(4) Salvaged Materials: For each type of material that is salvaged or recycled, describe the type of material, source, estimated quantity, and receiving entity. Include names, addresses, and telephone numbers for the receiving individuals and/or organizations.

(5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

(6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

(b) This plan must be found acceptable by the FAA Contracting Officer's Representative (COR) or the COR's designated representative prior to the Contractor receiving a Notice-to-Proceed. The plan's acceptability will be promptly determined by the FAA based on the knowledge of the site(s) covered under the Plan. The Contract must implement the approved Waste Management Plan during the term of the contract.

(c) The Contractor must document all C&D disposal and diversion efforts and submit a Construction and Demolition Debris Diversion Report to the CO and COR monthly. A copy of the report must also be submitted to the EOSH Services construction waste management address at 9-AJW-ConstructionWaste@faa.gov.

The monthly Construction and Demolition Debris Diversion Report must contain the following information:

- (1) FAA facility name and address, report date and reporting period, contract number, and project name;
- (2) Pick up date;
- (3) Waste material type;
- (4) Disposed C&D waste weight in short tons less container weight, method of waste material disposal, and reason why waste was not diverted;
- (5) Recycled waste weight in short tons less container weight;
- (6) Composted waste (off-site) weight in short tons less container weight;
- (7) Reused materials weight in short tons less container weight; and
- (8) Total weight of C&D waste (i.e., sum of disposed, recycled, composted, and reused waste) in short tons less container weight.

The Contractor must ensure that facilities used for recycling, reuse, and disposal are authorized for the intended use to the required extent by federal, state, and local regulations.

(d) If the value of this contract when awarded is less than \$150,000, this clause does not take effect in this contract.

(End of Clause)

### **3.6.4-3 Buy American Act - Construction Materials (January 2022)**

(a) The Buy American Act (41 U.S.C. §§ 8301-8305) and Executive Order No. 10582, dated December 17, 1954, as amended, provide that the Government give preference to domestic construction material. The restrictions of the Buy American Act do not apply when FAA determines use of a particular domestic construction material: (i) would unreasonably increase the cost (the cost of particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent, unless the agency head determines a higher percentage would be appropriate); (ii) would be impracticable; (iii) is not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality, or (iv) where the FAA Administrator has determined in writing that application of the Buy American Act to a construction material is not in the public interest. This restriction also does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows

**NONE**

(b) Definitions:

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

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

(3) "Domestic construction material," as used in this clause, means (i) an unmanufactured construction material mined or produced in the United States, or (ii) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable will be treated as domestic.

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

(d) Request for determination of inapplicability of the Buy American Act:

(1) Any Contractor request to use foreign construction material in accordance with paragraph(a) of this clause must be submitted to the Contracting Officer and must include adequate information for Government evaluation of the request, including:

(i) A description of the foreign and domestic construction materials;

(ii) Unit of measure;

(iii) Quantity;

(iv) Price;

(v) Time of delivery or availability;

(vi) Location of the construction project;

(vii) Name and address of the proposed supplier; and



(viii) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (a) of this clause.

(2) *Unreasonable Cost.* A request based on unreasonable cost must include a reasonable survey of the market and a completed price comparison table in the format of paragraph (7) below.

The price of construction material must include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(3) *Non-Availability Determination Waiver Approvals* - In accordance with AMS Guidance T3.6.4A.3 b (3) (c), if the construction material is not being mined, produced, or manufactured in the U.S. in sufficient and reasonably available commercial quantities or of a satisfactory quality, the use of the proposed foreign construction material must also be approved by the FAA Acquisition Executive (FAE) and reviewed by the Office of Management and Budget (OMB) Made in America Office (MIAO). If a contractor is requesting a determination on this basis, the following additional information must be submitted in support of such a request:

(i) Country(ies) of origin and U.S. content (if any), of foreign end item or materials intended for purchase, if known;

(ii) The estimated value of the procurement (or portion of the procurement) covered by the waiver; and

(iii) As part of the justification provided under (d) (1) (viii) above, fully describe the market research activities and methods used to identify domestically manufactured items or materials capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources . This must include a description of all efforts at competition for the items or materials, how long the requirement was open for competition, and identification of any potential domestic sources that did not compete along with the reason why (if known).

(4) Any Contractor request for a determination submitted after contract award must additionally explain why the Contractor could not reasonably have foreseen the need for such a determination and could not have requested the determination before contract award. If the Contractor does not provide a satisfactory explanation, the Contracting Officer need not make a favorable determination.

(5) If the Government determines after contract award that an exception to the Buy American Act applies, any required waiver is approved, and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material.

(6) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act

(7) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor must include the following information and any applicable supporting data based on the survey of suppliers:

#### FOREIGN AND DOMESTIC MATERIAL PRICE COMPARISON

Construction Material Unit of Measure Quantity Price(\$)\*

Item 1

Foreign Construction Material \_\_\_\_\_

Domestic Construction Material \_\_\_\_\_

Item 2

Foreign Construction Material \_\_\_\_\_

Domestic Construction Material \_\_\_\_\_

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

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

(End of clause)

### **3.6.4-5 FAA Buy American Preference - Steel and Manufactured Goods (April 2022)**

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

(b) The Contractor must deliver only steel and manufactured goods produced in the United States. This requirement will not apply where the FAA Acquisition Executive (FAE) or his or her designee has found--

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

(2) That such materials are not produced in the United States in sufficient and reasonably available quantities or of satisfactory quality. In accordance with AMS Guidance T3.6.4A.2 b(2), if the request is based on the steel and manufactured goods not produced in the U.S. in sufficient and reasonably available quantities or of a satisfactory quality, the use of the proposed foreign construction material must be approved by the FAA Acquisition Executive (FAE) and reviewed by the Office of Management and Budget (OMB) Made in America Office (MIAO);

(3) For facilities and equipment (F&E) funded acquisitions under AMS Guidance T3.6.4A.1.c(2)-(4)-

(i) the cost of components and subcomponents which are produced in the United States is more than 60 percent of the cost of all components to be delivered under this contract with labor costs involved in the final assembly not included in calculating the cost of components, and

(ii) final assembly of the facility or equipment to be delivered under this contract has taken place in the United States; or

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

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

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

(End of clause)

### **3.6.3-13 AFFIRMATIVE PROCUREMENT OF RECYCLED CONTENT AND PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JAN 2020)**

### **3.6.3-14 USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (JAN 2020)**

### **3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)**

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

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

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

### **3.9.1-1 CONTRACT DISPUTES (JAN 2020)**

**3.9.1-2 PROTEST AFTER AWARD (AUG 1997)**

**3.10.1-7 BANKRUPTCY (APR 1996)**

**3.10.1-8 SUSPENSION OF WORK (SEP 1998)**

**3.10.1-15 CHANGES-CONSTRUCTION, DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (JUL 1996)**

**3.10.1-16 CHANGES AND CHANGED CONDITIONS (APR 1996)**

**3.10.1-23 CONTRACTING OFFICER'S REPRESENTATIVE-CONSTRUCTION CONTRACTS (APR 2012)**

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Representatives (CORs). The Contracting Officer will provide written notice of COR appointment(s), setting forth the authorities and limitations, to the Contractor within [Enter number of days] calendar days prior to the notice to proceed. COR duties may include, but are not limited to:

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

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

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

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

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

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

(4) final acceptance under the contract.

(End of clause)

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

**3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (JAN 2019)**

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

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

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

**3.13-1 APPROVAL OF CONTRACT (OCT 2001)**

This contract is subject to the written approval of **Deana Galloway, Contracting Officer** and shall not be binding until so approved.

(End of clause)

**3.13-16 RECORDS MANAGEMENT (JAN 2020)**

(a) *Definitions.*

*Federal record* as defined in 44 U.S.C. § 3301, means all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization,

functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record:

- (1) Includes all FAA records.
- (2) Does not include personal materials.
- (3) Applies to records created, received, or maintained by Contractors pursuant to a FAA contract.
- (4) May include deliverables and documentation associated with deliverables.

(b) *Requirements.*

(1) *Compliance.* The contractor must comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by Privacy Act of 1974 (5 U.S.C. 552a), to the extent that the Privacy Act applies to any records maintained by the Contractor. These policies include the preservation of all Federal records, regardless of form or characteristics, mode of transmission, or state of completion.

(2) *Applicability.* All data created for Government use and delivered to, or falling under, the legal control of the Government, are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33. Such Federal records must be managed and scheduled for disposition only as permitted by the Federal Records Act, relevant statute or regulation, and FAA Order 1350.14 "Records Management" at [https://www.faa.gov/documentLibrary/media/Order/FAA\\_1350.14B.pdf](https://www.faa.gov/documentLibrary/media/Order/FAA_1350.14B.pdf).

(3) *Records maintenance.* While in Contractor's custody, the Contractor is responsible for preventing the alienation or unauthorized destruction of FAA records, including all forms of mutilation. Records may not be removed from the legal custody of FAA or destroyed except in accordance with the provisions of the agency records schedules and with the written concurrence of the FAA Agency Records Officer (ARO) (or the ARO's designate) and Contracting Officer, as appropriate. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report the event to the Contracting Officer in accordance with 36 CFR 1230, Unlawful or Accidental Removal, Defacing, Alteration, or Destruction of Records, for reporting to NARA by FAA Records Management. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

(4) *Unauthorized disclosure.* The Contractor must notify the Contracting Officer within 2 (two) hours of discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor must ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor must not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the FAA ARO (or the ARO's designate) and the Contracting Officer. Destruction of records is expressly prohibited unless in accordance with the contract.

(c) *Records management contracts* - where the contractor is required to design, develop, and/or operate a system of records, the following additional requirements apply:

During the contract, the FAA ARO (or ARO's designate) has the right to inspect where the records are stored (digitally or paper records) in order to ensure they are properly protected from the elements and/or loss. This inspection must be coordinated through the Contracting Officer or the Contracting Officer's Representative. The contractor must be provided 30 calendar days' notice of such inspections. This clause may be tailored to provide for a different notice period. Additional details regarding such inspections consistent with this clause may be specified in the Statement of Work.

For contracts where the contractor is responsible for managing FAA records, when the records are no longer required or at the completion of the contract, the records must be returned to FAA control. Items returned to the FAA must be hand carried, mailed, or securely electronically transmitted to the Contracting Officer or address indicated in the contract.

(d) *Non-public information.* The Contractor must not create or maintain any records containing any non-public FAA information that are not specifically tied to or authorized by the contract.

(e) *Ownership.* Consistent with all applicable data rights clauses in this contract, the FAA is the sole owner of the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which FAA will have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by applicable data rights clauses in this contract.

(f) *Notification of third party access requests.* The Contractor must notify the Contracting Officer promptly of any requests from a third party for access to Federal records, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor must cooperate with the Contracting Officer to take all measures to protect Federal records, from any unauthorized disclosure.

(g) *Training.* All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take FAA-provided records management training upon starting under the contract and annually thereafter as per the FAA Electronic Learning Management System (eLMS). If the contractor does not have access to eLMS, the contractor is to contact the Contracting Officer or Contracting Officer's Representative (COR) who will advise the ARO who will in turn make arrangements to ensure the contractor has access. The Contractor is responsible for confirming to the Contracting Officer in an annual report due by September 30 of each year under the contract that training, including initial training and annual refresher training, has been completed in accordance with agency policies. This annual report must list the employee names and dates of initial or annual refresher training.

(h) *Agency Records Officer (ARO)* - regarding clause provisions above that cite the ARO or designate, information as to the name of the ARO or the ARO designate for particular locations outside FAA Headquarters may be obtained from the FAA Records and Information Management Team (RIM) at [9-faa-records-management-program@faa.gov](mailto:9-faa-records-management-program@faa.gov).

(i) *Subcontractor flowdown requirements.* The Contractor must incorporate the substance of this clause, its terms and requirements including this paragraph (i), in all subcontracts under this contract.

### **3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (APR 2021)**

1. No contractor employee, subcontractor, or consultant will be allowed unescorted access to any FAA facility; access to FAA classified information; access to FAA \*Sensitive Unclassified Information (SUI); or access to FAA systems or resources unless they have been authorized by the FAA Office of Personnel Security (AXP).

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

2. Consistent with FAA Order 1600.72A, AXP must approve designated risk levels for the positions under the contract, to be determined by the FAA Operating Office (the organization with the requirement) in coordination with the COR, using the OPM Position Designation Automated Tool (PD Tool).

3. For all contractor employees, subcontractors, or consultants requiring access to FAA facilities, classified information, sensitive unclassified information, systems, or resources, the prime contractor must submit to their responsible AXP office and CO/COR, a point of contact (POC) who will be responsible for entering all contractor applicant data, to include subcontractor data, into the Vendor Applicant Process (VAP) system ([vap.faa.gov](http://vap.faa.gov)) for security processing. The contractor must not enter contractor employees in VAP unless they have a legitimate need for access to FAA facilities, classified information, sensitive unclassified information and/or systems according to

the terms of the contract. Contractor employees who will not require the aforementioned types of access or who would be under escort of other badged personnel are not be entered in VAP.

4. If an applicant has had a previous US Government conducted background investigation, which meets the investigative requirements for the position and meets established reciprocity guidelines, it will be accepted by the FAA. The FAA reserves the right to conduct further investigations, including requesting additional information from the applicant, if necessary.

5. If no previous investigation exists, or if the previous investigation does not meet investigative requirements for the position, AXP will:

a. Send the applicant an e-mail (this step may be delegated to VAP POC) with instructions for completing investigative requirements.;

b. Instruct the applicant how to enter and complete a background investigation questionnaire through the electronic Questionnaires for Investigation Processing (eQIP) system;

c. Provide where to upload, or send/fax applicable forms; and

d. Provide instructions regarding fingerprinting. (any fees associated with obtaining fingerprints are not the responsibility of the FAA). The contractor employee must complete the investigative requirements and submit required material within 15-calendar days of receiving the e-mail from AXP. If items are submitted outside of the eQIP system, the contractor must submit the required information, referencing the contract number, to the AXP POC noted in the instruction email.

6. No contract employee, subcontractor, or consultant, identified as requiring a background investigation under the contract will work in any position unless AXP has authorized them to begin work. Authorization will be in the form of an Interim or Final Suitability email notification from AXP to the VAP POC and CO.

7. No contract employees, subcontractor, or consultant will be issued a FAA Personal Identity Verification (PIV) card, or other FAA issued ID card, unless they have been granted an Interim or Final suitability from AXP.

8. The Contractor VAP POC must inform the CO/COR and submit a VAP removal record in VAP within twenty-four (24) hours after any contractor employee resigns, is terminated, transferred, or otherwise removed from the contract. If the FAA issued the contract employee a PIV card, or other ID card, the contractor must collect the card within twenty-four hours, and return it to AXP no later than five business-days of the employee's termination or transfer.

9. The CO will provide notice to the contractor within 24-hours after receipt of a determination that the contractor or its employee has not complied with security related contract requirements, security-related FAA Orders, or if a contractor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the contractor to remove its employee's access to FAA premises or networks, or otherwise remedy the contractor's performance.

10. The contractor must immediately comply with the CO's direction to remedy its security performance at the contractor's expense, including removing the employee from FAA premises and networks. If the contractor employee is working under an interim suitability authorization, the contractor must take appropriate action, including the removal of the contractor employee from working on the FAA contract, at their own expense. Once action has been taken, the contractor must report the action via the VAP within the timeframe prescribed in paragraph 8 of this clause.

11. After coordination with AXP, the CO may require contractor employees to submit any other security information deemed reasonably necessary to protect the interests of the FAA. This includes submitting to additional fingerprinting, responding to letters of inquiry, and background reinvestigations required under Federal Investigative Standards. In this event, the contractor must provide, or cause each of its employees to provide, such security information to AXP. Failure to cooperate with security processing will result in an unfavorable suitability determination.

12. The contractor must retrieve a current roster report through VAP on a quarterly basis to ensure the roster is accurate, and immediately correct any discrepancies with the responsible AXP office. The prime contractor is responsible for the accuracy of their subcontractors' rosters as well.

13. Contractor employees subject to the requirements of this clause must take the FAA Security Awareness Virtual Initiative (SAVI) training within 90 days of reporting to work and annually thereafter. This training is available on the FAA's Electronic Learning Management System (eLMS). Contractors without access to eLMS please see <https://my.faa.gov/org/linebusiness/ash/programs/savi.html> for instructions.

14. The prime contractor must contact the CO or COR, and AXP within one business-day in the event an employee (who has been cleared for FAA access by AXP) is arrested (i.e., taken into custody by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the Contractor becomes aware of any information that may raise a question about the suitability of a contractor or subcontractor employee.

15. Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract, and may result in suspension or revoked access to FAA assets for the Contractor's employee.

16. 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.

17. The contractor agrees to insert terms that conform substantially to the language of this clause, excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under FAA Order 1600.72A do not apply.

(End of Clause)

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

ATTACHMENT	TITLE	DATE	NO. OF PAGES
001	Specification	02/2023	144
002	Drawings		10
003	Wage Rates CA20230018	04/14/2023	71
004	Customer Satisfaction Survey		1

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## **Section K - Representations, Certifications, and Other Statements of Bidders**

### **3.2.2.3-3 AFFILIATED OFFERORS (JUL 2004)**

#### **3.2.2.3-82 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (JUL 2012)**

#### **3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 2022)**

#### **3.2.2.3-81 PROHIBITION AGAINST CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (OCT 2015)**

(a) Definition: "Inverted Domestic Corporation" and "subsidiary" are defined in AMS clause 3.2.2.3-83 "Contracting with Inverted Domestic Corporations."

(b) The FAA is not permitted to use appropriated or otherwise made available funds for contracts with either an inverted domestic corporation or a subsidiary of an inverted domestic corporation unless the requirement is waived in accordance with applicable AMS guidance)

(c) Representation. By submittal of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Provision)

#### **3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2021)**

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

(i) All representations and certifications as reflected in the System for Award Management (SAM) are current and accurate as of the date the proposal/offer is submitted. The offeror must provide immediate written notice to the Contracting Officer if at any time prior to award the Offeror and/or any of its Principals learns that any certification or representation in SAM was erroneous when this proposal/offer was submitted or has become erroneous by reason of changed circumstances. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, [vetbiz.va.gov](http://vetbiz.va.gov).

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

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

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public- (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1) (ii)(B) of this provision. (D) Have ☐ have not ☐ within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. (1) Federal taxes are considered delinquent if both of the following criteria apply: (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted. (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded. (2) Examples- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a

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

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

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

(E) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

### **3.2.2.7-9 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (JAN 2017)**

(a) As required by sections 745 and 746 of Title VII, Government-Wide General Provisions, of the Consolidated Appropriations Act, 2016 (Public Law 114-113), and similar provisions, if contained in subsequent appropriations acts, the FAA will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and is not being paid in a timely manner pursuant to an agreement with the

authority responsible for collecting the tax liability, where the FAA is aware of the unpaid tax liability, unless the FAA has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the FAA is aware of the conviction, unless the FAA has considered suspension or debarment of the corporation and made a determination that the action is not necessary to protect the interests of the Government.

(b) The offeror represents that-

(1) It is [REDACTED] is not [REDACTED] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [REDACTED] is not [REDACTED] a corporation that was convicted of a felony criminal violation under a Federal criminal law within the preceding 24 months.

(End of provision)

### **3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 2022)**

#### **3.2.5-15 ATTORNEY-CLIENT PRIVILEGE (JAN 2016)**

(a) During performance of the contract, the Contractor may be required to attend meetings at which FAA employees seek and receive legal advice from FAA attorneys. The FAA intends, and the Contractor agrees, that such advice must be treated as confidential legal advice, that the Contractor must not discuss with or otherwise disclose such legal advice to any person, that such advice must not be included in notes (electronic or otherwise), written reports, or minutes of such meetings, and that such advice must not be redistributed, forwarded or otherwise transmitted. For the purposes of asserting the Attorney-Client privilege with regard to such information, the Contractor and its employees must be considered agents of the FAA. (b) During performance of this Contract, the Contractor also may encounter, come into possession of or otherwise become aware of documents or other communications and/or their contents which reflect legal advice from FAA attorneys. The FAA intends, and the Contractor agrees, that such advice must be treated as confidential legal advice, that the Contractor must not discuss with or otherwise disclose such legal advice to any person, that such advice must not be included in notes (electronic or otherwise), written reports, or minutes of such meetings, and that such advice must not be redistributed, forwarded or otherwise transmitted. For the purposes of asserting the Attorney-Client privilege with regard to such information, the Contractor and its employees must be considered agents of the FAA. (c) Employees of the Contractor may be asked to participate as witnesses in judicial or administrative meetings, litigation or other proceedings where Contractor employees participation is necessary. In such proceedings involving third parties to which the Contractor is not a named party, the Contractor must support the FAA by promptly providing to the FAA any documents requested which the Contractor may have in its possession and by making Contractor employees available to assist FAA attorneys. This clause does not preclude the Contractor or the Contractor employees from being represented by Counsel retained by the Contractor or the Contractor employee, provided such representation is at no direct cost to the FAA. (d) The contractor must consider any and all other communications between attorney and client it encounters, however denominated, as communications that are part of the FAA deliberative process, attorney-client or attorney-work product, all of which are privileged and not subject to disclosure outside the Agency or to the public. (e) If the Contractor believes it cannot or will not comply with the obligations set forth in this clause, it has an affirmative obligation immediately to notify the Contracting Officer. Any failure by the Contractor to ensure compliance by its employees with this clause will be considered by the FAA to be a material breach of the contract. The obligations set forth in this clause survive the contract.

(End of Clause)

### **3.3.1-35 Certification of Registration in System for Award Management (April 2022)**

In accordance with Clause 3.3.1-33, System for Award Management (SAM), the offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the Unique Entity Identifier (UEI) or Electronic Funds Transfer (EFT) indicator.

Name:

Title:

Phone Number:

(End of provision)

### **3.6.4-19 PROHIBITION CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATED TO IRAN- REPRESENTATION AND CERTIFICATIONS (APR 2013)**

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

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

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

(2) Certifies that the offeror, or any other entity owned or controlled by, or person controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any other entity owned or controlled by, or person controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act 50 USC 1701 et. seq. (see the Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List on their website).

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

(End of provision)

### **3.6.4-22 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JAN 2021)**

(a) Definitions. As used in this provision-

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

(b) Prohibitions.

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

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

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

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

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

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

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

(d) Representations.

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

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

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

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

(1) For covered equipment

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

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

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

(2) For covered services-

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

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

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

(3) For covered equipment

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

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

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

(4) For covered services-

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

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

(End of Provision)

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

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

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

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

(c) *Representation.*

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

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

(end of provision)

### **3.13-4 CONTRACTOR IDENTIFICATION NUMBER - UNIQUE ENTITY IDENTIFIER (UEI) (APR 2022)**

(a) *Definitions.* As used in this provision:

"Contractor Identification Number," as used in this provision, means " Unique Entity Identifier" (UEI)(also known as the Unique Entity ID), which is a nine-digit number assigned by the System for Award Management (SAM) to identify unique business entities (taken from AMS Clause 3.3.1-33 "System for Award Management".)

"Electronic Funds Transfer indicator " means the 4-character suffix to the Unique Entity Identifier. 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.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror must provide its UEI or EFT indicator below. The UEI will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

UEI or EFT indicator:

(c) If the offeror does not have a UEI, it should obtain one via [www.sam.gov](http://www.sam.gov).

(d) The offeror should be prepared to provide the following information when requesting a UEI:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and ZIP Code.
- (4) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (5) Company Telephone Number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.



(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

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

### 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JUL 2004)

### 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JUL 2004)

### 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JUL 2004)

### 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JUL 2004)

### 3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JUL 2004)

### 3.2.2.3-17 PREPARING OFFERS (JUL 2004)

### 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (MAR 2009)

### 3.2.2.3-19 CONTRACT AWARD (JUL 2004)

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

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer: Name: [REDACTED] Title: [REDACTED] Phone number: [REDACTED]  
(End of provision)

### 3.2.2.3-20 OFFERS (JAN 2018)

(a) The offeror (you) must submit responses to this SIR by the following electronic means **EMAIL** [deana.galloway@faa.gov](mailto:deana.galloway@faa.gov).

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

(c) We may decline to consider offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) Send your offer to [deana.galloway@faa.gov](mailto:deana.galloway@faa.gov)

(e) We will not be responsible for any failure attributable to transmitting or receiving the offer, unless it falls under section (a) of AMS provision 3.2.2.3-14 "Late Submissions, Modifications, and Withdrawals of Submittals".

(End of provision)

### 3.6.1-17 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE (OCT 2022)

The North American Industry Classification System (NAICS) code for this procurement is: **238220 Plumbing, Heating, and Air-Conditioning Contractors**

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

For NAICS codes based on SBA's calculation of annual receipts, the annual average receipts cannot exceed **\$16.5 million**

For NAICS codes based on the number of employees, the average number of employees over the last 24-month period cannot exceed [ ].

(End of provision)

### **3.2.2.3-63 SITE VISIT (CONSTRUCTION) (JUL 2004)**

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

(b) Site visits have been arranged for:

**Date: May 17, 2023**

**Time: 9:00 am pst**

**Address: 5125 Central Avenue, Fremont, CA 91536**

### **3.2.4-1 TYPE OF CONTRACT (APR 1996)**

The FAA contemplates award of a **firm fixed price** contract resulting from this Screening Information Request.

(End of provision)

### **3.9.1-3 PROTEST (JAN 2020)**

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

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

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

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

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

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

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

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

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

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

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

(f) Protests shall be filed at:

(1) For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
600 Independence Avenue SW., Room 2W100  
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Avenue SW  
Washington, DC 20591  
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100; or

Telephone: (202) 267-3290  
Facsimile: (202) 267-3720  
Alternate Facsimile: (202) 267-1293; or

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

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

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

(End of provision)

#### L001 SUBMISSION OF OFFER

A prospective offeror must submit a complete business and technical proposal, which will encompass, but is not limited to, the content set forth herein. All business and technical proposal areas must be fully addressed. Offerors are advised that the government reserves the right to use and evaluate any and all pertinent information, in addition to the data presented in the business and technical proposals.

**1) Business Proposal.** NOTE: The business proposal must be a physically separate file and not combined with the technical proposal. It must include:

- a) Cover letter that includes either 1) a statement that no exceptions are being taken to any specification requirements or contract terms and conditions, **OR** 2) a detailed summary of any exceptions being taken. NOTE: The FAA may reject any offer that details exceptions that are unacceptable to the FAA.
- b) Signed OFFER Form (SF-1442) and, if applicable, any ACKNOWLEDGEMENTS to the RFO (SF-30 form)
- c) Part I, Section B, PRICE SCHEDULE
- d) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

**2) Technical Proposal.** See Section M for full details. It must include:

- (a) Contractor Past Experience.
- (b) Contractor Past Performance.
- (c) Contractor Technical Approach

#### L002 SUBMISSION DATE AND PLACE

The due date for proposals is **Friday, June 9, 2023 at 3 pm est**  
Email your offer to **deana.galloway@faa.gov**

#### L003 SOLICITATION QUESTIONS

Should you need clarification or interpretation of anything in this solicitation, including any supporting attachments, you must submit your questions in writing. All written requests must be received by 3pm (PST time) **Monday June 5, 2023**. Submit your requests to **deana.galloway@faa.gov**. Questions via telephone will not be accepted. Requestors must provide a company name, address, and telephone number with their written request. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

This is a Request for Offers (RFO), therefore, no formal bid opening will occur and results will not be available by telephone. Do not call for results. Award information will be sent directly to all offerors and will be posted to the beta.sam.gov website.

#### L004 SUBMISSION OF SUPPORTING COST OR PRICING DATA

It is anticipated that price analysis will be based on adequate price competition; therefore, vendors are not required to submit cost or pricing data with their proposal. However, it after receipt of offers, it is determined that adequate price competition does not exist, uncertified, yet detailed, cost / pricing data may be required

#### L005 INFORMATION AND CONSIDERATIONS AFFECTING PROPOSAL SUBMISSIONS

- a) The FAA intends to award a single contract to the lowest priced, technically acceptable responsible offer. A responsible offeror has no exclusions in System for Award Management (SAM) and no recent (3 years) contract deficiencies, i.e., negative contract actions, charges, defaults, or poor performance findings.
- b) Specific attention is directed to AMS section 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the RFO process. Communications with one offeror does not necessitate communications with other offerors, since communications are offeror specific. Information determined to have common application and not offeror specific will be communicated to all offerors.
- c) This document constitutes a formal Request for Offers (RFO) for which an award may be made without further discussions / negotiations. For this reason, each initial offer should be submitted with the most favorable terms from the standpoint of price / cost.

#### L006 RELATIONSHIP BETWEEN SECTIONS "L" AND "M"

Your attention is directed to the functional relationship between Sections L and M of this RFO. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the FAA's evaluation of offerors' proposals will cover all areas described in Section L and detailed in Section M, proposals should address all such areas for evaluation.

#### L007 PROPOSAL ACCEPTANCE

- a) Only one proposal from each offeror will be considered.
- b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in this RFO which demonstrate an understanding of the complexity and scope of the requirements.
- c) The FAA further reserves the right to reject as unacceptable proposals deleting or altering technical requirements.

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## Section M - Evaluation Factors for Award

### M-1. EVALUATION FACTORS FOR AWARD

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers, without discussions, or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. The Government will make award to the contractor offering the **lowest priced, technically acceptable offer**.

Prospective Offerors must submit a technical proposal as discussed herein. A negative response is required in the event of no experience for a particular area or for any item that is not applicable. Any omission or partial or vague responses may lead to the rejection of the offeror's proposal without discussions with the offeror. Proposals will be technically evaluated as either "Acceptable" or "Unacceptable" on the basis of the following criteria. Any proposal determined to be "Unacceptable" in any evaluated area, criteria, or sub-element thereof, will render the entire proposal to be unacceptable and will be removed from further consideration. Offerors are advised that the Government reserves the right to use and evaluate any and all available pertinent information, in addition to the data presented in the technical proposal to determine acceptability.

#### CRITERION 1: PAST EXPERIENCE

Contractor must have completed (*successfully*) three (3) projects of similar size and complexity to this project, within the past five (5) years for any governmental agency or commercial entity.

**One (1) of the three (3) projects must demonstrate cleaning and relining the entire domestic waste line and replacing the vent and domestic waste line in the main building in the Automation Building similar to the project requirement and one (1) project must have been performed at a 24-hour critical facility, such as an air traffic facility, hospital, prison, etc.**

For each project, the following information is to be provided:

- 1) Project title, description, contract number, award date, and completion date
- 2) Was the offeror the prime or a subcontractor on this project?
- 3) Dollar value of project / dollar value of offeror's portion of the work
- 4) Describe the project scope of work
- 5) How was the project similar in size and complexity to this project?
- 6) Additional relevant information that reflects the offeror's ability to meet contract requirements

#### STANDARD FOR EVALUATION

The offeror has provided ample documentation for three (3) projects that meet or exceed the requirements.

#### CRITERION 2: PAST PERFORMANCE

The offeror is required to have three (3) customer satisfaction surveys (CSS's) for three (3) vent and water line related projects similar in size and complexity as the requirements of this solicitation completed by a *third-party reference* completed and returned to, [deana.galloway@faa.gov](mailto:deana.galloway@faa.gov). It is advised that the applicant distribute more than two (2) CSSs to third party references as not all are returned and receipt of less than two (2) may lead to the offeror's disqualification. It is also advised that each applicant verify receipt of the requisite number of CSSs prior to the deadline date for offers.

#### STANDARD FOR EVALUATION

This standard is met when:

On a scale of 1-6, the average score for each survey must be 4.0 or higher, references are obtained and the work is deemed, by the technical evaluation team, where the offeror performed work on sewer pipe repair related work

completed or in progress during the last three (3) years. If any unsatisfactory references are given, the offeror will be given an opportunity to respond before an evaluation of “Unacceptable” is determined.

### **CRITERION 3: TECHNICAL APPROACH**

The offeror will be evaluated on the degree to which their proposed technical approach incorporates the construction steps required to accomplish the work and demonstrates:

- an adequate technical understanding of the work set forth in the Scope of Work/Specifications
- how the offeror intends to efficiently and effectively accomplish the requirements in a customer-focused manner
- accomplishment of the work in a timely manner
- an understanding of the criticality of maintaining air traffic operations functional throughout the duration of the project
- submit a schedule of values which demonstrates their understanding of the scope of work

### **STANDARD FOR EVALUATION:**

This standard is met when, the technical evaluation team determines that the offerors technical approach has demonstrated:

- an adequate technical understanding of the work set forth in the Scope of Work/Specifications
- how the offeror intends to efficiently and effectively accomplish the requirements in a customer-focused manner
- accomplishment of the work in a timely manner
- an understanding of the criticality of maintaining air traffic operations functional throughout the duration of the project
- submit a schedule of values, which demonstrates their understanding of the scope of work

Offerors’ are advised that the Government reserves the right to use and evaluate other sources to compile past performance history, including, but not limited to, other customer references, other agency references, social media, etc. Other sources may be used in calculation of a firm’s relative ranking, in addition to the data presented in the technical proposal. Contractor will have an opportunity to address negative references.

### **M002 PROJECT MANAGEMENT DUTIES / SERVICES**

All Project Management duties/services must be performed by the prime contractor and are not allowed to be contracted / subcontracted out to a third-party firm.

### **M003 BASIS FOR AWARD**

Contract award will be made to the offeror who is deemed responsible in accordance with the Acquisition Management System (AMS), whose proposal conforms to the solicitation requirements (to include all stated terms, conditions, representations, and certifications), and whose proposal represents the **lowest priced technically acceptable offer**.

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