

**PART I - SECTION C**  
**STATEMENT OF WORK (SOW)**

## **C.1 INTRODUCTION**

This Statement of Work (SOW) defines the requirements for project management, engineering and installation/construction work for power systems and power system ancillary equipment and structures. The engineering services include: site surveys, coordination studies, design specifications and drawings. The installation and construction work includes but is not limited to: Engine Generators (EG), fuel tanks, fuel systems, Uninterruptible Power Systems (UPS), power panels, Heating Ventilation Air Conditioning (HVAC), equipment shelters, remote maintenance monitoring systems, and miscellaneous electrical work. The general equipment size range, intended for installation, is: engine generators from 20 kW to 1,000 kW; UPS from 15 kVA up to 1,100 kVA.

1.1 Description of Work. Work performed under this SOW is replacement, enhancement and/or maintenance of existing power systems. The facility size, and corresponding power service capacity, ranges from small sites with a 20 kW Engine Generator (EG) to consolidated critical power facilities with multiple 1 MW EGs. The vast majority of sites have EGs in the small 100 kW to medium 500 kW range. Approximately twenty-nine (29) sites can be classified as large critical power facilities. The work at large critical power sites is more complex and involves a higher risk to the Air Traffic Control system than work performed at the smaller facilities. This SOW differentiates work into two (2) categories; small-to-medium size facilities and large facilities. The two categories are General National Air Space (GNAS) and Critical Power Distribution Systems (CPDS).

GNAS Power Systems. Small un-staffed facilities to medium size Air Traffic Control Towers. Engine Generator sizes range from 20 kW to 500 kW. Uninterruptible Power Supply (UPS) size range is 65 kVA to 150 kVA.

CPDS Sites. Enroute Air Traffic Control Centers (ARTCC) and large consolidated Terminal Radar Approach Control (TRACON) facilities. These sites have multiple engine generators ranging in size from 500 kW to 1 MW, and multiple UPSs from 325 kVA up to 825 kVA, with the 500 kVA UPS being most prominent. The essential bus capacity is 3.5 MW and the critical bus capacity is 2.5 MW.

## **C.2 APPLICABLE DOCUMENTS**

### **2.1 Specifications, Standards, and Publications**

The Specifications Standards and Publications referenced are part of this SOW to the extent specified. In the event there are conflicts between FAA documents and industry standards, the FAA documentation shall take precedence.

### **2.2 FAA Specifications**

FAA-C-1217F	Electrical Work, Interior, rev. 2/26/96
FAA-D-2494	Technical Instruction Book Manuscript
2.3	<u>FAA Standards</u>
FAA-STD-019E	Lightning Protection, Grounding, Bonding, and Shielding Requirements for Equipment, rev. 12/22/05
FAA-STD-032	Standards for National Airspace System Facilities rev. 8/1/96

## 2.4 FAA Orders

1050.10	Prevention, Control and Abatement of Environmental Pollution at FAA Facilities, rev. 9/95
1050.15	Fuel Storage Tanks at FAA Facilities, 4/30/97
6950.27	Short Circuit Analysis and Protective Device Coordination Study, rev.1/23/03

## 2.5 Industry Standards

IEEE STD 142	IEEE Recommended Practice for Grounding of Industrial and Commercial Power Systems (Green Book),
NFPA 70	National Electric Code, 2005

## C.3 REQUIREMENTS

The contractor shall furnish the necessary personnel, plant, equipment, facilities, materials, and other necessary resources to deliver services described in this SOW. All such items shall be supplied in conformance with the terms and conditions of this SOW and contract documentation. The contractor shall execute the terms of the prime contract in accordance with the task/delivery orders and be solely responsible for the administration/management of any of its subcontracts.

### 3.1 Program Management

The typical Program Management tasks are to include the following:

1. Project planning;
2. Project oversight; and,
2. Workload tracking.

The contractor shall designate, in writing, a single Point-of-Contact (POC) referred to as the Program Manager (PM) to plan, schedule, implement, and report on all elements of this contract with the Contracting Officer and Contracting Officer's Technical Representative (COTR). The Program Manager and his/her Alternate Program Manager (APM) are designated as "Key Personnel." The individual PM and APM will possess a minimum of one (1) year of program management experience with a contract of similar size and scope in a Government or corporate environment. The PM (APM as necessary) shall be the focal point within the contractor's organization for all required program efforts involving equipment orders, installation, and warranty work. The PM shall be prepared to discuss the status of contract activities with the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR). The contractor shall provide all of the necessary management, business and administrative planning, and coordination required to successfully perform all SOW tasking or associated task/delivery orders. The contractor shall also manage and administer submission of all data items required in each task/delivery order.

#### 3.1.1 Program Plan **CDRL: M001 Program Plan**

The contractor shall provide their existing Program Plan, indicating method in which the FAA's work will be functionally integrated into the Contractor's existing management structure.

#### 3.1.2 Program Management Report **CDRL: M002 Program Management Report**

The Contractor shall maintain a spreadsheet of Task orders indicating site surveys, engineering, and installation status. A soft copy of the report is to be e-mailed to the FAA Contracting Officer (CO) in accordance with CDRL M002.

### 3.1.3 Post Award Conference

The contractor shall participate with Government representatives in a Post Award Conference (PAC) to be held at the contractor's facility or facility designated by the Contracting Officer not later than 30 days after contract award. The conference will be held to thoroughly review the contract and SOW to ensure all parties have a clear understanding of all contractual requirements. The Government shall propose the agenda and record minutes for the post award conference.

### 3.1.4 Program Management Reviews

At the request of the Government, the contractor shall conduct Program Management Reviews (PMRs) to review the contract status in terms of Performance, Schedule, and Cost. The CO or the COTR shall notify the contractor at least 20 calendar days in advance of all required briefings and reviews. The Government will prepare and submit to the Contractor an agenda for each PMR. The Government will also prepare minutes and action item list in support of all meetings.

### 3.1.5 Technical Interchange Meetings (TIMs).

The Contractor shall support and participate in TIMs. The purpose of these meetings is to promote a free exchange of ideas between the Contractor and the Government in order to identify and resolve technical problems, and brief the FAA on technical aspects of the project or program. Contractor shall have available the appropriate subject matter experts to respond to Government questions. Unless otherwise stated, all meetings shall be conducted at Government facilities or at the Contractor's facilities, or by teleconference as directed by the Government Contracting Officer. The Contracting Officer shall notify the Contractor of the Government's readiness at least twenty (20) calendar days in advance of the planned start of each TIM. The Government will prepare and submit to the Contractor an agenda for each TIM. The Government will also prepare minutes and action item list in support of all meetings.

## 3.2 Engineering and Installation Services.

This section sets forth the requirements for various task type engineering, installation and construction services relative to supporting the FAA Facility Power Systems program at National Air Space (NAS) facilities located throughout the United States and its territories. These tasks will consist of: engineering design services for the site survey, design, site preparation; and construction services for facility electrical modification, electrical power equipment implementation, fuel systems, fuel tanks, grounding/bonding, Transient Voltage Surge Suppression (TVSS), and site testing. The three elements contained in this Section (Site Survey, Engineering Design, and Installation Services) may be exercised individually or combined, depending on the contract task order(s).

**3.2.1 Services to be Performed.** The engineering and installation services are in direct support of NAS Power Systems. When directed, the Contractor shall provide installation services, included but not limited to: engine generators (EG), EG fuel system(s), EG fuel tank(s), Uninterruptible Power Supply(s) (UPS), Static Transfer Switch, electrical distribution equipment, associated power system support equipment such as, power systems control hardware/software, HVAC, physical facility, and lighting. The contractor shall also provide services to demolish and dispose of power system equipment, such as EG, UPS, electrical distribution equipment, fuel systems and fuel tanks.

**3.2.2 Government Furnished Equipment (GFE).** The following major power system components are GFE.

- a) Engine Generator (EG), Kohler Manufacturing;
- b) Automatic Transfer Switch (ATS), Kohler Manufacturing/Zenith or ASCO
- c) Uninterruptible Power Supply (UPS), Eaton Corporation;
- d) Electrical Distribution Equipment, Square D Company;
- e) Static Transfer Switch (STS), L-3 Communications;
- f) UPS Battery String (Flooded Cell and Valve Regulated Lead Acid), from various manufacturers; and,
- g) Load Bank, EG is Kohler/AVTRON and UPS is Eaton/Simplex.
- h) Electrical Power Monitoring System (EPMS) Software, Square D
- i) ARTCC Power Monitoring System (APMS) software, EDSA Micro Corp.

3.2.3 Contractor Furnished Equipment (CFE). The contractor shall furnish all other equipment required to complete the electrical power system installation including but not limited to: cable, wire, conduit, non-GFE panel board(s), fuel system components and piping, fuel tank(s), HVAC units, underground high voltage cable, temporary EG, Temporary UPS and battery string, and ancillary power system equipment and supplies.

3.2.4 Tasking. Services to be performed by the Contractor will be assigned on task order basis. These task orders could assign one or more of the tasks outlined in paragraphs 3.2.5, 3.2.6, and 3.2.7 of this SOW. The Site preparation and installation task may be exercised with or without Government Furnished Equipment (GFE).

### 3.2.5 Site Survey Task. **CDRL: E001 Site Survey Report**

Scope — This document sets forth the requirements for various task-type site survey services, relative to the Facility Power Systems, at all FAA General National Air Space (GNAS) facilities, staffed or unstaffed, and Critical Power Distribution Systems (CPDS), located throughout the United States and its territories. Tasks will consist of a site survey documented in a Site Survey Report. When directed, the Contractor shall visit the site(s), based on the task order assignment, to verify existing conditions and to become familiar with the existing power system installation configuration and surrounding support environment. The Contractor shall prepare a Site Survey Report and submit for approval within 20 working days after the site survey, unless otherwise directed.

3.2.5.1 GNAS Power Systems. Services to be performed: The site survey shall be in conformance with specific task/delivery order, which may include some or all of the following. The Contractor shall conduct a survey of existing power system, power system associated equipment, and physical facility for adequacy of existing equipment and facility to accommodate new power system requirements. The survey shall address some or all items (a) through (m) below, as tasked by the FAA. This approach examines the existing power system, the facility housing the power system and all supporting equipment as an integrated system. The site survey findings shall be compiled and presented in a Site Survey Report. As directed by the CO, Site Survey Report shall contain all or part of the following information.

- (a) Site Plan, indicating relationship to related power distribution equipment and facility.
- (b) Architectural floor plan and equipment space layout of power service room(s).
- (c) Electrical one-line drawing of existing system.
- (d) Electrical one-line drawing of proposed work.
- (e) Power System electrical equipment survey and condition assessment study as a minimum shall include:
  - 1) Engine generators,
  - 2) Engine generator fuel systems,
  - 3) EG Fuel Tank(s)
  - 4) UPS
  - 5) UPS Battery String
  - 6) UPS Battery String monitor
  - 7) Electrical distribution systems, and Maintenance Bypass
  - 8) Lightning protection grounding bonding and shielding, TVSS
  - 9) Associated power system support equipment.
- (f) Electric panel board survey. Essential and critical power panel size and spares availability in relation to proposed work.
- (g) Power Systems HVAC equipment survey, condition assessment, and heating cooling load capacity study.
- (h) Physical facility condition assessment and adequacy for new power equipment installation. This includes architectural, structural, mechanical, plumbing and electrical service.
- (i) Hazardous Material Survey. The Contractor, when assigned the task, shall perform a study for hazardous materials within the area considered for Power System replacement.
- (j) Life Safety survey for presence and adequacy of electrical safety board in compliance with OSHA requirements. The Contractor shall use the FAA Pre-Construction and Maintenance Project Safety and Health Checklist.

- (k) Underground high voltage cable location and testing plan.
- (l) Underground high voltage cable replacement. Existing location and proposed replacement. route
- (m) Cost estimate to include: engineering cost, any electrical system replacement, associated support equipment replacement, facility modifications, or disposal costs required to modernize the existing electrical power service.

3.2.5.2 CPDS Sites. Services to be performed: The site survey shall be in conformance with specific task/delivery order, which may include some or all of the following. The Contractor shall conduct a survey of existing power system, power system associated equipment, and physical facility for adequacy of existing equipment and facility to accommodate new power system requirements. The survey shall address some or all items (a) through (m) below, as tasked by the FAA. This approach examines the existing power system, the facility housing the power system and all supporting equipment as an integrated system. The site survey findings shall be compiled and presented in a Site Survey Report. As directed by the CO, Site Survey Report shall contain all or part the following information.

- (a) Site Plan, indicating relationship to related power distribution equipment and facility.
- (b) Architectural floor plan and equipment space layout of power service room(s).
- (c) Electrical one-line drawing of existing system.
- (d) Electrical one-line drawing of proposed work.
- (e) Power System electrical equipment survey and condition assessment study as a minimum shall include:
  - 1) 3.5 MW capacity essential bus
  - 2) Engine Generator paralleling switchgear
  - 3) Four to six Engine Generators,
  - 4) Engine generator fuel systems,
  - 5) EG Fuel Tank(s)
  - 6) 2.5 MW critical Uninterruptible Power Module (UPM) bus
  - 7) Paralleling UPM switchgear
  - 8) Four to six UPMs
  - 9) UPM Battery Strings
  - 10) UPM Battery String monitors
  - 11) Critical Power Center (CPC) with automatic breaker bypass ability.
  - 12) Building Service Bus
  - 13) Electrical distribution system
  - 14) Critical power Static Transfer Switches and mechanical transfer switches.
  - 15) Power Monitoring and Control System (PMCS) with overlaying software control and motor controlled circuit breakers.
  - 16) ARTCC Power Monitoring System (APMS) software.
- (f) Lightning protection grounding bonding and shielding, TVSS
- (g) Associated power system support equipment.
- (h) Electric panel board survey. Essential and critical power panel size and spares availability in relation to proposed work.
- (i) Power Systems HVAC equipment survey, condition assessment, and heating cooling load capacity study.
- (j) Physical facility condition assessment and adequacy for new power equipment installation. This includes architectural, structural, mechanical, plumbing and electrical service.
- (k) Hazardous Material Survey. The Contractor, when assigned the task, shall perform a study for hazardous materials within the area considered for Power System replacement.
- (l) Life Safety survey for presence and adequacy of electrical safety board in compliance with OSHA requirements. The Contractor shall use the FAA Pre-Construction and Maintenance Project Safety and Health Checklist.
- (m) Cost estimate to include: engineering cost, any electrical system replacement, associated support equipment replacement, facility modifications, or disposal costs required to modernize the existing electrical power service.

### 3.2.6 Engineering Design Task. **CDRL: E002 Engineering Design Documents**

As directed, the Contractor shall develop the Engineering Design Documents. If directed by the Contracting Officer the cost of engineering design work could be included in the Site Preparation and Installation cost as priced in the Site Survey Report. These documents will be used by the FAA for site preparation, installation, and testing of power systems and associated support equipment. These design services shall include, but are not limited to: installation of engine generators, EG fuel systems and fuel tanks, UPS, electrical distribution equipment; underground high voltage power cable; associated power system support equipment such as, power systems control hardware/software, HVAC, physical facility, and lighting; and demolition and disposal of power system equipment. From this point forward, when engineering services are required it shall be understood that the Contractor will be the source for the engineering services.

**3.2.6.1 General.** Using the Site Survey Report, from paragraph 3.2.5 or one furnished by the Government combined with a site visit, if necessary, and using applicable sections of FAA-STD-032 and FAA Order 1050.10, the Contractor shall create specifications, drawings, data handbook and cost estimate documents. Typical designs may include all or some of the following elements: EG, UPS, electrical distribution equipment, fuel tank and piping system, underground high voltage power cable, ancillary support equipment such as HVAC, lighting, life-safety, and architectural, structural facility modifications required to accommodate the power system replacement.

**3.2.6.2 Schedule.** The Contractor shall prepare complete project design schedules for the assigned tasks. These schedules shall identify, all required design efforts by the various discipline including on-site surveys, data and drawing collection, testing and sampling, drafting, CAD, plotting and reproduction, design reviews, etc. When multiple project design tasks are underway concurrently, the Contractor shall maintain an overall production schedule, updated quarterly for FAA management review.

**3.2.6.3 Quality Assurance Provisions.** The contractor shall submit an internal review procedures plan and schedule. As a minimum, this plan shall include a tentative list of all documents to be provided; e.g. drawings, calculations, estimates, specifications, etc. This schedule shall include spaces for the initials of the originator and reviewer(s) of each document and the dates (proposed and actual) that they are to be ready for each review. Each drawing sheet, specification section and set of calculations shall be initialed by the originator, and if applicable at least one registered professional engineer, prior to its first submittal. Each document shall be rechecked and initialed prior to each subsequent transmittal if it has been revised. The following documents shall be subject to the internal review process:

- (a) Construction drawings (architectural, structural, mechanical, electrical and civil).
- (b) Construction specifications.
- (c) Construction cost estimate(s) (which shall provide all basic cost data for development of the project cost estimate).
- (d) Design Data Summary Handbook.
- (e) Mechanical/Electrical Systems Instruction Book.
- (f) Standard Facility Designs and Studies

**3.2.6.3.1 Professional Engineer Certification.** As required, determined on a site-by-site basis, the Contractor or his/her authorized representative shall sign the original tracings of all drawings and the first page of all specifications, estimates, or similar documents under the Contractor's titled name and over the affixed replica of his/her professional seal or his/her registration certificate number.

**3.2.6.3.2 Permits.** The Contractor shall obtain any federal, state, or local permits that are applicable to the site and task assigned.

**3.2.6.4 Civil Requirements.** The Contractor shall provide the civil design resource for the various task assignments such as, site work and fuel tank installation or removal. The civil design work will be in direct support of the power system replacement or modification.

3.2.6.5 Architectural Requirements. The Contractor shall provide an architectural design resource for the various task assignments.

3.2.6.5.1 Interior Space Layouts and Relationship. The Contractor, as assigned, shall develop layouts which utilize space requirements by function in the various equipment and work areas. Appropriate recommendations will be furnished by the FAA for each task assignment.

3.2.6.5.2 Acoustics. The Contractor shall design the power system space acoustic treatment for maximum practicable reduction of the noise generated by the equipment.

3.2.6.5.3 OSHA. The Contractor shall ensure all OSHA requirements are met as it relates to unique power equipment personnel safety items. This includes electrical safety boards, battery testing and handling safety items, and battery fluid containment.

3.2.6.5.4 Security - Security features will be furnished by the FAA for each task assignment.

3.2.6.5.5 Fire Protection and Life Safety. The Contractor shall utilize the National Fire Protection Association codes or local building codes to determine fire protection and life safety requirements.

3.2.6.6 Structural Requirements. The Contractor shall make all structural designs in accordance with requirements of the latest edition of the International Building Code or more stringent local building codes, for a specific site, when required. Structural design work is in support of power systems equipment and ancillary support equipment installation.

3.2.6.6.1 Design Loading. For design purposes, the contractor shall determine the design loading (equipment, wind, snow, combination, etc.) in accordance with the International Building Code, unless otherwise directed. Any special loading required for a specific site or standard design will be furnished by FAA.

3.2.6.6.2 Seismic Design Considerations. - The contractor shall incorporate the provision for earthquake resistance into all equipment mounts and applicable structural components designed by the Contractor. The minimum design requirements shall be equivalent to current International Building Code Seismic Zone III provisions. Except as specified otherwise, the prime consideration in the seismic design shall be the life-safety of the occupants and passers-by, due to structural failure of components or equipment, with a secondary consideration of potential fire hazard and continuing the operational mission in the aftermath of earthquake activity.

3.2.6.6.2.1 Seismic Design Computations. - The contractor computations of seismic design shall at a minimum include stress and deflection analysis of lateral force resisting elements, major architectural appendages, and their connections including the structural frame/diaphragms, parapets, facades, interior partitions, exterior walls/panels, and foundations. Drawings detailing structural systems, architectural components, and connections shall clearly indicate design level of seismic resistivity.

3.2.6.6.2.2 Seismic Zone IV. - A site-specific structural design or design review shall be required for all buildings to be located in Seismic Zone IV. All structural documents, prepared for Seismic Zone IV, shall be sealed by a structural engineer registered in a state which includes Seismic Zone IV code requirements.

3.2.6.7 Mechanical Requirements. When tasked, the Contractor shall design mechanical systems or modifications to mechanical systems, such as HVAC and fuel systems, in support of power system equipment and ancillary power system support equipment installations. The designs shall satisfy the heating and cooling demand of the power systems room(s), equipment load, electronic loads, for the specific site locations. The scope of the mechanical work shall consist of the load profile analysis, systems design and cost analysis. All pertinent support data, design assumptions, and calculations shall be included in a design data handbook. All HVAC systems shall be as energy efficient as practicable.

3.2.6.7.1 Equipment Loads. The Contractor shall prepare, as required, a mechanical design for each of the following mechanical systems, as applicable to the site installation needs:

- (a) Heating, Ventilating, Air Conditioning.
- (b) Plumbing.
- (c) Domestic Hot and Cold Water.
- (d) Emergency Generator and Associated Equipment.
- (e) Heating, Chilled, and Cooling Water.
- (f) Direct Digital Controls and Instrumentation (pneumatic and solid state).
- (g) Fuel Sources and their distribution systems.
- (h) Fire Detection and Sprinkler Systems.
- (i) Roof Drainage, Storm Drainage, and Foundation drainage.
- (j) Lube Oil Waste Collection System and Tank.
- (k) Ancillary equipment and systems for diesel—generator sets, where required (e.g., piping for fuel, starting air, intercooler air/water, intake and exhaust, radiator cooling water, engine safety devices, etc.)

3.2.6.7.2 Miscellaneous Mechanical Considerations. The mechanical equipment or systems design shall include water, air, and noise pollution controls consistent with the general requirements of the Federal, state and local Governments.

3.2.6.7.3 Mechanical/Electrical Systems Instruction Book. A system/subsystem description, operations, and maintenance instruction book manuscript shall be prepared by the Contractor, when specified in the task assignment, and delivered with the construction drawings and specifications. The purpose of the handbook is to provide a physical and functional description of the mechanical and electrical systems, subsystems, and interfaces. It is intended that this handbook be a companion to and supplement the design drawings and specifications to provide concise explanations of design intent with regard to system/subsystem configuration, sequence and modes of operation, capabilities, and limitations. The handbook shall be organized and include material in conformance with requirements of that portion of FAA Specification FAA-D-2494 which governs preparation of Section 1 and 2 of a Type B system/subsystem manuscript instruction book.

3.2.6.7.4 Mechanical/Electrical Equipment Oriented Instruction Books. The Contractor shall provide for the procurement of instruction books, Contractor data covering use, maintenance of specific end items or units of equipment and subsystems to be installed in the facility. This shall be accomplished by including appropriate requirements for the introduction books and the data in the construction specifications prepared by the Contractor under paragraph 3.2.6. Depending on the nature and complexity of each item of equipment, manufacturer's data shall be specified to cover the following subjects, as applicable:

- (a) Assembly drawing(s) and parts list.
- (b) Procedures for installation, startup and normal operation.
- (c) Recommended periodic maintenance tasks and including schedule procedures for accomplishment of tasks.
- (d) Repair and overhaul procedures and data including:
- (e) Performance data and operations limits (rotations per minute) (RPM), temperature, pressure, etc.
- (f) Troubleshooting chart including symptoms, probable causes, and remedial action required.
- (g) Adjustment specifications and procedures
- (h) Fits and tolerances (Mechanical wear limits and electrical values at specified test points).
- (i) Diagram(s) (wiring, flow, etc).
- (j) List of special tools and test equipment required to accomplish any of the above troubleshooting, adjustment(s), repair(s), or overhaul procedures.
- (k) List of recommended spare parts and consumable items required to support one year's use of the equipment. The list shall completely identify the item and indicate the source where they may be procured.
- (l) Manufacturer's statement, warranty or guarantee.
- (m) Listing of firmware, location, function, and normal settings.

3.2.6.7.5 Fuel Tank(s). Fuel tank removal or installation shall be in accordance with FAA Order 1050.15 and governing agency in each State.

3.2.6.8 Electrical Requirements. The Contractor shall design, where required by task/delivery orders, the electrical power distribution system which will have critical power buses, essential power buses and non-essential power buses, as applicable, with their associated power panels and branch circuits. FAA equipment loads will be furnished for each specific site or standard design.

3.2.6.8.1 Electrical Design Parameters. The Contractor shall prepare an electrical design, including all components from the utility demarcation through branch circuit connections to each electrical load (except branch circuit connections to electronic equipment), to reliably accommodate design loads, plus a 25 percent expansion, and coordinate protective devices in accordance with FAA Order 6950.27.

The design shall be in accordance with the requirements of this document. The design shall also be in conformance with the best commercial practices and standards of the industry, the NFPA 70, National Electrical Code, and special requirements of Specifications FAA-C-1217.

3.2.6.8.2 Lighting. The Contractor shall design the lighting systems for the various power system areas as needed. The design shall be in accordance with the standards prescribed in the Illuminating Engineering Society Handbook and shall complement the aesthetics and atmosphere of the various areas.

3.2.6.8.3 Lightning Protection, Grounding, Bonding and Shielding, and TVSS. Grounding shall be in accordance with FAA-STD-019E, and IEEE STD 142.

**3.2.7 GNAS Power System Site Preparation and Installation Task. CDRL: E003 GNAS Site Preparation and Installation Documents.**

3.2.7.1 General. This task is implementation (installation and construction) of work at selected GNAS sites throughout the NAS. This includes but not limited to: facility modifications, equipment installation, equipment start-up, site test, and as-built drawings of power systems and associated support equipment specified in the design documents. Using the design documents (specifications and drawings) the Contractor shall function as a general contractor overseeing the construction, installation, and testing work at each site. These services include but are not limited to: installation of engine generators, EG fuel system, fuel tank, UPS, electrical distribution equipment; underground high voltage power cable; associated power system support equipment such as, HVAC, physical facility, and lighting; and demolition and disposal of power system equipment.

3.2.7.2 Pre-Construction Meeting. The Contractor shall attend a pre-construction conference prior to the start of on-site work. The Contractor shall use the Pre-Construction Conference Agenda and Checklist.

3.2.7.3 Permits. The Contractor shall obtain any federal, state, or local permits that are applicable to the site and task assigned.

3.2.7.4 Licensed or Certified Installation. The contractor shall obtain Federal/State/Local Government licensed or certified installers, as applicable, to complete electrical, fuel system, and fuel tank installation work; and disposal of equipment and tanks.

3.2.7.5 Construction Schedules. As part of the final deliverables, the Contractor shall prepare a complete schedule for construction of each completed design. This schedule will be used by the FAA for evaluation of construction contractor proposals and negotiations prior to and after contract award.

3.2.7.6 Constructability. The Contractor shall recommend a construction period of optimum duration for each assigned project which shall include allowances for system cut-over, adverse weather conditions and in-service modifications, and shall develop a design that assures constructability of facilities with minimum of operational disruption.

3.2.7.7 Responsibility for Revisions. The Contractor shall, upon notification by FAA, be responsible for revising his/her designs to provide a reasonable level of constructability if difficulties are encountered during construction.

3.2.7.8 Testing. Equipment start-up and complete integrated system testing shall be accomplished prior to performing a Contractor Acceptance Inspection (CAI).

3.2.7.9 Contractor Acceptance Inspection (CAI). Before Government acceptance of the facility and equipment a CAI must be completed by the Contractor and the FAA Contracting Officer's Representative together at the site. The CAI checklist found in Section-J, Attachment J.4 shall be used unless the FAA Resident Engineer has submitted an alternative CAI checklist before or during the Site Survey.

3.2.7.10 As-Built Drawings. Following CAI the Contractor shall correct all construction drawings indicate changes from the original design. The drawings shall represent the as-built condition. These drawings are Government property.

### 3.2.8 CPDS Site Preparation and Installation Task. **CDRL: E003 CPDS Site Preparation and Installation Documents.**

3.2.8.1 General. This task is implementation (installation and construction) of work at large consolidated TRACONs and ARTCCs. This includes but not limited to: facility modifications, equipment installation, equipment start-up, site test, and as-built drawings of power systems and associated support equipment specified in the design documents. Using the design documents (specifications and drawings) the Contractor shall function as a general contractor over seeing the construction, installation, and testing work at each site.

3.2.8.2 Specific Tasks. First Phase: Installation of UPSs, Static Transfer Switches, Switchboards to wrap around the existing UPM critical bus. Second Phase: remove exiting UPM critical bus and Exide 3500 UPMs, and then install new UPSs. Final Phase: replace paralleling engine generator bus and replace Superior-White engine generators. Install power system control and monitoring hardware/software.

3.2.8.3 Pre-Construction Meeting. The Contractor shall attend a pre-construction conference prior to the start of on-site work. The Contractor shall use the Pre-Construction Conference Agenda and Checklist.

3.2.8.4 Permits. The Contractor shall obtain any federal, state, or local permits that are applicable to the site and task assigned.

3.2.8.5 Licensed or Certified Installation. The contractor shall obtain Federal/State/Local Government licensed or certified installers, as applicable, to complete electrical, fuel system, and fuel tank installation work; and disposal of equipment and tanks.

3.2.8.6 Construction Schedules. As part of the final deliverables, the Contractor shall prepare a complete schedule for construction of each completed design. This schedule will be used by the FAA for evaluation of construction contractor proposals and negotiations prior to and after contract award.

3.2.8.7 Constructability. The Contractor shall recommend a construction period of optimum duration for each assigned project which shall include allowances for system cut-over, adverse weather conditions and in-service modifications, and shall develop a design that assures constructability of facilities with minimum of operational disruption.

3.2.8.8 Responsibility for Revisions. The Contractor shall, upon notification by FAA, be responsible for revising his/her designs to provide a reasonable level of constructability if difficulties are encountered during construction.

3.2.8.9 Testing. Equipment start-up and complete integrated system testing shall be accomplished prior to performing a Contractor Acceptance Inspection (CAI).

3.2.8.10 Contractor Acceptance Inspection (CAI). Before Government acceptance of the facility and equipment a CAI must be completed by the Contractor and the FAA Contracting Officer's Representative together at the site. The CAI checklist shall be used unless the FAA Resident Engineer has submitted an alternative CAI checklist before or during the Site Survey.

3.2.8.11 As-Built Drawings. Following CAI the Contractor shall correct all construction drawings indicate changes from the original design. The drawings shall represent the as-built condition. These drawings are Government property.

#### **C.4 DEFINITION OF CONTRACT TERMS (JANUARY 1997) (R)**

**CLA.1510**

(a) "Contractor's Cost" means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract. Also see AMS Clause 3.3.1-5,

(b) "Direct Labor Hours" means those hours of labor which are identifiable as being performed directly on an item of the contract and which serve as the basis for payment of the Daily Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does NOT include time for the indirect work of overhead and supervisory employees such as officers, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists, timekeepers, watchmen and truck drivers.

(c) "Direct Material" means those materials that are not encompassed by the definition of "Indirect Materials."

(d) In conjunction with (a),(b)and(c) above, see AMS Clause 3.3.1-5, Payments Under Time-and-Materials and Labor-Hour Contracts, at Section I. Additionally, any reference to subcontracts or material handling costs under these CLINs shall be IAW 3.3.1-5.

(e) "Contractor's Cost" means the net cost to the contractor (after deducting cash or trade discounts, rebates, commissions and any other allowances and credits available to the contractor, regardless of date purchased, plus properly identified and supported freight or transportation costs) for parts acquired by the contractor for performance under this contract.

(f) "Direct Labor Hours" means those hours of labor which are identifiable as being performed directly on an item of the contract and which serve as the basis for payment of the Hourly Composite Rate set forth in Section B. The method of charging direct labor hours to this contract must conform to the contractor's accepted normal accounting practices and procedures, and allow for verification to the sources of the costs incurred. The term Direct Labor Hours does NOT include time for the indirect work of overhead and supervisory employees such as officers, engineers, supervisors, foremen, quality control inspectors, material handlers, clerks, typists, timekeepers, watchmen and truck drivers.

(g) "Direct Material" means those materials which are not encompassed by the definition of "Indirect Materials."

(h) "Flat Rate Labor Price" is the price for overhaul, not subject to upward or downward revision, of the reparable Government-owned units listed in Section B. The Flat Rate Labor Price includes direct and indirect labor, indirect material, overhead, profit, preservation and packaging, test, out-of-plant services, and all other elements of cost, except the cost of new, unused parts.

(i) "Hourly Composite Rate" includes direct and indirect labor, indirect material, overhead and profit. Payment under the applicable item will be computed by multiplying the Direct Labor Hours expended by the Hourly Composite Rate. The amounts payable for fractional parts of an hour may be prorated by fractions or increments not less than one-tenth (1/10) of one hour.

(j) "Indirect Material" means all supplies and materials which do not become an integrated part of the assembly, accessory, or component. Typical items are lubricants, solvents, wiping rags, emery cloth, plating material, safety wire and abrasives. Price of indirect material shall be included in the Hourly Composite Rate.

(k) "Irreparable" means a condition where an item cannot be returned to service in accordance with the applicable manufacturer's overhaul limits and instructions and/or pertinent regulations of the Federal Aviation Administration.

(l) "New, Unused Parts" means serviceable parts that have never been used, which conform to current production standards and which are intended for replacement for like irreparable parts.

(m) "Out-of-Plant Services" means those services performed for the contractor by its vendor, processor or subcontractor, such as special grinding, plating or similar rework processes, on components or parts removed from the Government-owned reparable items.

(n) "Overhaul" means (1) the complete disassembly of the contract items listed in Section B including every assembly, subassembly and part; (2) the cleaning of each part and its inspection for serviceability; (3) the repair or rework of each reparable part and the replacement of each irreparable part; (4) the reassembly, calibration, as necessary, testing and inspection; (5) the marking and finishing of the exterior, where required; and (6) the preservation, packing and packaging, as required.

(o) "Reparable" means the condition of an item which can be returned to service after repair or rework in accordance with procedures, tolerances and limits established by the overhaul and repair instructions issued by the item manufacturer, or as otherwise authorized under the provisions of the Federal Aviation Regulations.

(p) "Serviceable" means the condition of an item in a good state of preservation that can be placed in service in accordance with applicable manufacturer's overhaul limits and instructions and/or pertinent regulations of the Federal Aviation Administration without repair.

(q) "Test" means a test or check of equipment in its operational (or functional) environment, using equipment, procedures, and limits specified in applicable authorized manufacturer publications, manuals, and specifications and technical orders or FAA authorized changes in procedures and limits.

(r) "Material Handling Costs" When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures consistent with AMS cost principles.

## **C.5 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE (SEPTEMBER 2001)**

**CLA.4548**

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

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

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

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

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

**D.1 REPORTS AND OTHER DOCUMENTATION**

See Contract Data Requirements List (CDRL) and Data Item Description (DID) for format and frequency of submittals. Section J, Attachments 1 and 2.

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

**E.1 INSPECTION AND ACCEPTANCE**

Inspection of the supplies and services to be furnished hereunder will be made by the Contracting Officer's Technical Representative (COTR) and acceptance will be made in writing by the Contracting Officer upon successful completion of all testing and Contractor Acceptance Inspection (CAI).

**E.2 INSPECTION AND ACCEPTANCE OF DOCUMENTS**

Inspection and acceptance of documents shall be in accordance with each CDRL.

**E.3 INSPECTION AND ACCEPTANCE AT DESTINATION (JANUARY 1997) CLA:1908**

(a) Final inspection and acceptance shall be at destination.

(b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the following AMS clauses: Inspection of Supplies--Fixed-Price (3.10.4-2), Inspection of Services--Fixed-Price and Cost Reimbursement (3.10.4-4); and Inspection--Time-and-Materials and Labor-Hour (3.10.4-5).

**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)**

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

**3.10.4-4 INSPECTION OF SERVICES—BOTH FIXED-PRICE AND COST-REIMBURSEMENT (APRIL 1996)**

**3.10.4-5 INSPECTION—TIME-AND-MATERIALS AND LABOR-HOUR (APRIL 1996)**

**3.10.4-10 INSPECTION OF CONSTRUCTION (JULY 2001)**

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 PLACE OF PERFORMANCE**

The effort required by this contract shall be performed at the contractor's facility and various FAA facilities located in and outside the continental United States that will be specified in the individual task/delivery orders.

**F.2 PERIOD OF PERFORMANCE**

The effective period of this contract is one year from the date of contract award with the subsequent option years to be exercised at the sole discretion of the Government.

CLIN	00XX	Base Year
CLIN	10XX	First Option Year
CLIN	20XX	Second Option Year
CLIN	30XX	Third Option Year
CLIN	40XX	Fourth Option Year

**F.3 DELIVERABLES/DELIVERY SCHEDULES**

Deliverables/delivery schedules for equipment and services are specified below:

- (a) CLIN 0001, Site Survey begins 14-calendar days from receipt of Task Order unless later date of performance is directed in the Task Order.
- (b) CLIN 0002, Engineering Design Services begins 30-calendar days after issuance of Task Order unless later date of performance is directed in the Task Order.
- (c) CLIN 0003 As directed in the Task or Delivery order.
- (d) CLIN 0004 IAW the CDRLs.
- (f) CLIN 0005 IAW SOW 3.1.3, pre-approval by Contracting Officer required.
- (g) CLIN 0006, 0007 delivery schedule IAW task order for CLIN 0005.

*(Note: Deliverables/Delivery schedules cited in (a) through (g) above apply to corresponding CLINs for Options 1 through 4 identified at B.4)*

**F.4 AUTHORIZED PERFORMANCE (JANUARY 1997)**

**CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

**F.5 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JANUARY 1997) CLA.1137**

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

#### **F.6 ACCELERATED DELIVERY (JANUARY 1997)**

**CLA.1817**

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

#### **3.2.2.3-71 STARTING, PERFORMING AND COMPLETING WORK (JULY 2004)**

The Contractor shall:

(a) commence work under this contract within (\*)-calendar days after the date the Contractor receives the notice to proceed;

(b) prosecute the work diligently; and,

(c) complete the entire work ready for use not later than (\*) days. The time stated for completion shall include final cleanup of the premises.

Note: (\*)--to be cited on the respective task order.

#### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)**

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

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

**3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)**

**3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)**

**3.10.1-24 NOTICE OF DELAY (FEBRUARY 2009)**

**3.11-34 F.O.B. DESTINATION (APRIL 1999)**

### **PART I - SECTION G**

#### **CONTRACT ADMINISTRATION DATA**

#### **G.1 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK/DELIVERY ORDERS**

All costs incurred, in performance of an order issued under this contract, shall be accumulated in a separate task/delivery (work) order cost account established specifically for that order number. There shall be no commingling of costs between orders.

#### **G.2 IDENTIFICATION/DELIVERY OF GOVERNMENT PROPERTY**

Government-owned property will be furnished to the contractor(s), as applicable, for use in the performance of task/delivery orders awarded under this contract.

#### **G.3 OPTION TO EXTEND SERVICES (JANUARY 1997)**

**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

**G.4 INVOICING PROCEDURES - GENERAL (JANUARY 2002)****CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center  
 NAS Automation and Facilities Contract Management Team (AMQ-240)  
 6500 South MacArthur Boulevard  
 P.O. Box 25082  
 Oklahoma City, OK 73125

(2) Two copies to:

FAA Accounts Payable Branch, AMZ-110  
 P.O. Box 25710  
 Oklahoma City, OK 73125

(3) One copy to:

FAA, Program Manager (AJW-22)  
 Attn: Ralph Lund  
 800 Independence Ave., SW  
 Washington DC 20591

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit; certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

**G.5 AVAILABILITY AND USE OF UTILITY SERVICES (JANUARY 1997)****CLA.1405**

(a) The contractor may use existing utilities without charge, if available; however, the contractor at his/her own expense and in a manner satisfactory to the Contracting Officer, shall furnish, install, and maintain all necessary temporary connections and distribution lines, and shall remove same prior to final acceptance of the on-site work. These utilities are limited to four 120 volt, 20 amp outlets.

(b) Use of facility restroom(s) and cafeteria are depend on each facilities restrictions.

(c) The contractor will not be assigned a phone or phone service.

(d) Use of facility electrical power, other than limits specified in (a) above, must be approved by the Government.

(e) The contractor will be allowed external staging and storage area if applicable.

(f) Parking, on-site, in facility parking lot.

(g) Use of facility water connections must be approved by the Government.

**G.6 INCREMENTAL FUNDING (JANUARY 1997)****CLA.2604**

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Task/Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

#### **G.7 GOVERNMENT PROPERTY REPORTS (JANUARY 1997)**

**CLA.4528**

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property.

#### **G.8 WARRANTY-COMMERCIAL PRODUCTS AND SERVICES (JUNE 2006)**

**CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

#### **G.9 WAIVER OF WITHHOLDING (SEPTEMBER 2001)**

**CLA.4546**

Funds shall not be withheld from contract payments as described in subparagraph (a)(2) of AMS clause 3.3.1-5 "Payments Under Time-and-Material and Labor-Hour Contracts."

#### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)**

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

#### **3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JANUARY 2008)**

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

#### **H.1 SPECIAL DELIVERY REQUIREMENTS**

All delivery trucks entering staffed FAA facilities must be dedicated delivery, contain only equipment for that facility, third party cargo is not allowed on delivery trucks entering FAA facility secure perimeters.

#### **H.2 TASK/DELIVERY ORDER PROCESSING-MULTIPLE AWARD CONTRACT**

(a) General. Task/delivery orders will be issued for services and supplies to be performed/furnished under this contract. Generally, the Contracting Officer will issue task orders in order of priority, which may be periodically updated, during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.

(b) Ordering Procedures. Task/delivery orders will be issued upon completion of the following sequence of actions:

(1) The Contracting Officer will issue a task order for Site Surveys, CLIN 0001, on a rotational basis and subsequent task orders based on evaluation of the contractor's past performance and costs.

(2) The Contracting Officer will issue a request for task proposal, with a copy of the Task Work Statement attached for engineering and installation work.

(3) Contractor will submit a task proposal to the Contracting Officer within the time allotted including (as applicable):

(i) A milestone schedule;

(ii) Proposed completion or task/delivery date;

(iii) A fixed-price proposal for installation and engineering services (CLINs 0002 and 0003) (Note: Where installation services involve construction, the Contracting Officer will provide the contractor with the applicable Davis-Bacon wage decision);

(4) Each task will be negotiated by the Contracting Officer and, when mutual agreement is reached, a Firm-Fixed Price task/delivery order will be issued.

(5) The task/delivery order will be signed, dated and issued by the Contracting Officer. Each task/delivery order will contain the following information:

(i) An appropriate task/delivery order number and a reference to this contract number.

(ii) A description of the services to be performed presented in a Task Performance Work

Statement format.

(iii) Any special requirements relating to the specific task to be performed.

(iv) Period of performance.

(v) Ceiling Price.

(c) Task/delivery orders may be issued under this contract by the Contracting Officer at any time within the term of this contract or any extension under the option clause.

(d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Performance Work Statement attached, directing the Contractor to proceed with performance of the work specified. Such task/delivery order will specify a ceiling price. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new ceiling price.

(e) Expenditures. In performance of orders, the Contractor shall not incur costs in excess of the funds provided in each order. In performance of each order, Government liability, except for issued being disputed shall be limited to amounts cited in the order schedule.

(f) No protests under the Federal Aviation Administration Dispute Resolution System are authorized in connection with the issuance or proposed issuance of an order under a task order contract or delivery order contract, except for a protest on the grounds that the order increases the scope period, or maximum value of the contract.

(g) The Contracting Officer is authorized broad discretion in determining the procedures for providing awardees a fair opportunity to be considered for each order. The procedures for selecting awardees for the placement of particular orders need not comply with competition requirements.

(h) The following factors shall be used by the Contracting Officer to determine award of follow-on task/delivery orders under the contract:

(1) Agency factors relating to Contractor's past performance or ability to perform FAA

installations.

(2) Quality of services.

(3) Price.

(4) Timeliness of performance.

(5) History of integrity, reasonable and cooperative behavior.

**H.3 STRIKES OR PICKETING AFFECTING ACCESS TO FAA FACILITY**

If the Contracting Officer notifies the Contractor in writing that a strike or picketing (1) is directed at the Contractor or any subcontractor or any employee of either, and (2) impedes or threatens to impede access by any person to the DOT facility or facilities where the sites(s) of the work is (are) located, the contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the utilization of any other available judicial or administrative remedies.

**H.4 FAA FACILITY REGULATIONS**

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

**H.5 SUBMISSION OF CONTRACT PERFORMANCE AND PAYMENT BONDS (JUNE 2006) (R) CLA.3207**

(This clause is only applicable if directed by the Contracting Officer when work is ordered under CLIN 0003 and all applicable Option Year CLINs, and the task order price exceeds \$100,000, or any other amount when in the best interest of the Government)

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

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

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

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

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

**H.6 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007) CLA.4531**

(Applicable to CLINS 0006 and 0007)

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars

must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

#### **H.7 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998)**

**CLA.4540**

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

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

#### **H.8 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)**

**CLA.4555**

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

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

#### **H.9 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)**

**CLA.4557**

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

**PART II - SECTION I**  
**CONTRACT CLAUSES**

**I.1 CEILING PRICE (JANUARY 1997)****CLA.0120**

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

**I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JANUARY 1997)****CLA.3211**

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

**I.3 LIABILITY INSURANCE (JANUARY 1997)****CLA.3212**

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

(1) Workers' compensation and employer's liability as required by applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$3,000,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$3,000,000 for each occurrence and property damage limits of liability of not less than \$3,000,000 for each accident.

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

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

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

(d) Certificate holder address:

Federal Aviation Administration, AMQ-240  
P. O. Box 25082  
Oklahoma City, OK 73125

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

### 3.2.2.3-39 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (JUNE 1999)

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

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

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

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

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

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

contract modification;

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

(iv) Evidence of substantial sales to the general public for catalog items that exceed \$25,000.

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

(v) The basis for the market price including:

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

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

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

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

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

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

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

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

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

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

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

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

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

#### CERTIFICATE OF CURRENT COST OR PRICING DATA

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

[Contractor insert the following information.]

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution [\*\*\* \_\_\_\_\_]

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

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

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

#### 3.2.2.3-41 PERFORMING WORK (JULY 2004)

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

#### 3.2.4-16 ORDERING (OCTOBER 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task/delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract as set forth in the Schedule.

(b) All task/delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a task/delivery order or task order and this contract, the contract shall control.

(c) If mailed, a task/delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$2,000,000.

(2) Any order for a combination of items in excess of \$2,000,000 or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **3.2.4-20 INDEFINITE QUANTITY (JULY 1996)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the task/delivery date required by orders placed within the order period.

### **3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within ; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)**

(a) Definitions. As used in this clause

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

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

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

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

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

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

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

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

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

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

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible

Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

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

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

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

### **3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION (FEBRUARY 2009)**

(a) Method of payment.

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

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the

Government can make payment by EFT (but see paragraph (d) of this clause).

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

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

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

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

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

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

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

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

### **3.6.2-37 NOTIFICATION OF EMPLOYEES' RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (APRIL 2007)**

(a) During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

#### **NOTICE TO EMPLOYEES**

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board  
Division of Information  
1099 14th Street, NW  
Washington, D.C. 20570  
1-866-667-6572  
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: [www.nlr.gov](http://www.nlr.gov).

(b) The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

(c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

(d) The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)

(a) Definitions:

"Coercion," as used in this clause, means:

- (i) Threats of serious harm to or physical restraint against any person;
- (ii) Any Scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (iii) The abuse or threatened abuse of the legal process.

"Commercial sex Act," as used in this clause, means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee," as used in this clause, means an employee of a contractor or subcontractor directly engaged in the performance of work under a FAA contract.

"Involuntary servitude," as used in this clause, means a condition of servitude induced by means of:

- (i) Any scheme, plan, or pattern intended to cause a person to believe that if the person did not enter into or continue in such conditions, that person or another person would suffer harm or physical restraint; or
- (ii) The abuse or threatened abuse of the legal process.

"Severe trafficking of persons," as used in this clause, means:

- (i) Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced has not attained 18 years of age; or
- (ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking," as used in this clause, means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) The contractor will establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking of persons, procurement of sexual acts, or use forced labor in the performance of this contract.

(c) The contractor will take action to ensure that all contractor and subcontractor employees are aware of laws, regulations, and policies, to include actions taken by the contractor if violated, regarding severe forms of trafficking of persons, procurement of sexual acts, or use of forced labor.

(d) The contractor must notify the contracting officer of:

(1) Any information it receives that alleges an employee or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against the employee or subcontractor employee.

(e) In addition to other remedies available to the FAA, the contractor's failure to comply with the requirements of this clause may render the contractor subject to:

(1) Required removal of a contractor or subcontractor employee from the performance of the contract;

(2) Suspension of contract payments;

(3) Loss of award fee for the period of noncompliance;

(4) Termination for default; or

(5) Suspension or debarment.

(f) The contractor must include the substance of this clause in all subcontracts for performance of work under a FAA contract.

### 3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (SEPTEMBER 2009)

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

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

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

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

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.6.3-12 ASBESTOS - FREE CONSTRUCTION (APRIL 2009)**

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

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

**3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)**

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

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

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

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

Program Manager

Alternate Program Manager

**3.8.2-22 SUBSTITUTION OR ADDITION OF PERSONNEL (OCTOBER 2006)**

(a) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(b) Substitution of Personnel.

(1) For the first **ninety (90)** days of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(2) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(c) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(d) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least **thirty (30)** days (if a security clearance must be obtained, at least **fourteen (14)** days before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(e) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

### 3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (JANUARY 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of

FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A:

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

<u>Position</u>	<u>Risk Level</u>
All Positions	Low Risk: 1

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

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

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and

- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

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

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

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

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

**Headquarters Contracts:**

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

**Regional and Center Contracts:**

**Mike Monroney Aeronautical Center Contracts:**

Mgr., Investigations and Internal Security Branch, AMC-751  
Federal Aviation Administration  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

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

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

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

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably

necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

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

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

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

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

#### **3.14-4 ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (JULY 2008)**

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

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

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

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

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and the Security and Investigations Division, AMC-751, and the Office of Facility Management, AMP-300. Electronic keying cards are handled in the same manner as metal keys.

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

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to the Security and Investigations Division, AMC-751 in the Security Command Center, by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: FAA, Security and Investigations Division, AMC-751, P. O. Box 25082, Oklahoma City, OK 73125. After OPM fingerprint check has been returned and successfully adjudicated, the SSE will review the submitted forms. Following successful completion of all steps, the contract employee can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an Identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the sponsor. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting Security and Investigations Division, AMC-751 in the Security Command Center.

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

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

### **3.14-5 SENSITIVE UNCLASSIFIED INFORMATION (SUI) (JULY 2008)**

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

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

(c) Federal Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.

(1) FedBizOpps can be found at [www.fbo.gov](http://www.fbo.gov).

(2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.

(3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedBizOpps.

(4) As FedBizOpps uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in CCR ([www.ccr.gov](http://www.ccr.gov)) prior to seeking access to SUI through FedBizOpps.

(5) Instructions and guides on usage of FedBizOpps can be found at [www.fbo.gov](http://www.fbo.gov).

### **3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)**

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

- 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)**
- 3.1.8-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (SEPTEMBER 2000)**
- 3.1.8-2 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEPTEMBER 2000)**
- 3.2.2.3-8 AUDIT AND RECORDS (JULY 2004)**
- 3.2.2.3-25 REDUCING THE PRICE OF A CONTRACT OR MODIFICATION FOR DEFECTIVE COST OR PRICING DATA (JULY 2004)**
- 3.2.2.3-26 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS (JULY 2004)**
- 3.2.2.3-27 SUBCONTRACTOR COST OR PRICING DATA (JULY 2004)**
- 3.2.2.3-32 WAIVER OF FACILITIES CAPITAL COST OF MONEY (JULY 2004)**
- 3.2.2.3-33 ORDER OF PRECEDENCE (FEBRUARY 2009)**
- 3.2.2.3-42 DIFFERING SITE CONDITIONS (JULY 2004)**
- 3.2.2.3-43 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (JULY 2004)**
- 3.2.2.3-45 MATERIAL AND WORKMANSHIP (JULY 2004)**
- 3.2.2.6-46 SUPERINTENDENCE BY THE CONTRACTOR (JULY 2004)**
- 3.2.2.3-47 PERMITS AND RESPONSIBILITIES (JULY 2004)**
- 3.2.2.3-48 OTHER CONTRACTS (FEBRUARY 2009)**
- 3.2.2.3-49 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (JULY 2004)**
- 3.2.2.3-50 PROPERTY PROTECTION (FEBRUARY 2009)**
- 3.2.2.3-51 OPERATIONS AND STORAGE AREAS (JULY 2004)**
- 3.2.2.3-52 USE AND POSSESSION PRIOR TO COMPLETION (JULY 2004)**
- 3.2.2.3-53 CLEANING UP AND ROADWAY MAINTENANCE (JULY 2004)**
- 3.2.2.3-54 ACCIDENT PREVENTION (JULY 2004)**
- 3.2.2.3-55 AVAILABILITY AND USE OF UTILITY SERVICES (JULY 2004)**
- 3.2.2.3-56 SCHEDULES FOR CONSTRUCTION CONTRACTS (JULY 2004)**
- 3.2.2.3-58 LAYOUT OF WORK (FEBRUARY 2009)**
- 3.2.2.3-60 SPECIFICATIONS, DRAWINGS, AND MATERIAL OFFERS (FEBRUARY 2009)**
- 3.2.2.3-62 PRECONSTRUCTION CONFERENCE (JULY 2004)**
- 3.2.2.3-66 CONTRACTOR'S DAILY LOG (JULY 2004)**

- 3.2.2.3-68 SAFETY AND HEALTH (JULY 2004)
- 3.2.2.3-69 SUBCONTRACTS (CONSTRUCTION) (JULY 2004)
- 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FEBRUARY 2009)
- 3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APRIL 2008)
- 3.2.2.8-1 MATERIAL REQUIREMENTS (APRIL 2009)
- 3.2.4-6 FIXED FEE (APRIL 2003)
- 3.2.4-7 FIXED FEE-CONSTRUCTION (APRIL 1996)
- 3.2.4-27 LIMITATION OF PRICE AND CONTRACTOR OBLIGATIONS (APRIL 1996)
- 3.2.4-28 CANCELLATION OF ITEMS (APRIL 1996)
- 3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)
- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)
- 3.2.5-3 GRATUITIES OR GIFTS (JANUARY 1999)
- 3.2.5-4 CONTINGENT FEES (OCTOBER 1996)
- 3.2.5-5 ANTI-KICKBACK PROCEDURES
- 3.2.5-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APRIL 1996)
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)
- 3.2.5-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JULY 2008)
- 3.2.5-14 DISPLAY OF HOTLINE POSTER(S) (APRIL 2008)
- 3.3.1-1 PAYMENTS (APRIL 1996)
- 3.3.1-2 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (APRIL 1996)
- 3.3.1-5 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (APRIL 2001)
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENTS (APRIL 1996)
- 3.3.1-8 EXTRAS (APRIL 1996)
- 3.3.1-9 INTEREST (SEPTEMBER 2009)
- 3.3.1-10 AVAILABILITY OF FUNDS (APRIL 1996)
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)
- 3.3.1-17 PROMPT PAYMENT (SEPTEMBER 2009)
- 3.3.1-19 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEPTEMBER 2009)
- 3.3.2-1 FAA COST PRINCIPLES (OCTOBER 1996)
- 3.4.1-4 PERFORMANCE BOND REQUIREMENTS (APRIL 1996)
- 3.4.1-5 PAYMENT BOND REQUIREMENTS (APRIL 1996)
- 3.4.1-6 ADDITIONAL BOND SECURITY (APRIL 1996)
- 3.4.1-7 NOTICE TO PROCEED (APRIL 1996)
- 3.4.1-10 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JULY 1996)
- 3.4.1-12 INSURANCE (JULY 1996)
- 3.4.1-13 ERRORS AND OMISSIONS (JULY 1996)
- 3.4.2-6 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCTOBER 1996)
- 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES--FIXED PRICE CONTRACT (APRIL 1996)
- 3.5-1 AUTHORIZATION AND CONSENT (JANUARY 2009)
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)
- 3.5-3 PATENT INDEMNITY (JANUARY 2009)
- 3.5-13 RIGHTS IN DATA--GENERAL (JANUARY 2009)
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, AND SERVICE DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (FEBRUARY 2009)
- 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, AND SERVICE DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (JANUARY 2010)
- 3.6.1-7 LIMITATIONS ON SUBCONTRACTING (AUGUST 1997)

- 3.6.1-14 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JANUARY 2010)
- 3.6.2-2 CONVICT LABOR (APRIL 1996)
- 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)
- 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APRIL 2007)
- 3.6.2-13 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APRIL 2000)
- 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (APRIL 2007)
- 3.6.2-16 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APRIL 1996)
- 3.6.2-19 WITHHOLDING--LABOR VIOLATIONS (APRIL 1996)
- 3.6.2-20 PAYROLLS AND BASIC RECORDS (JUNE 1999)
- 3.6.2-23 CERTIFICATION OF ELIGIBILITY (APRIL 1996)
- 3.6.2-28 SERVICE CONTRACT ACT OF 1965, AS AMENDED (APRIL 1996)
- 3.6.2.30 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS (APRIL 1996)
- 3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998)
- 3.6.2-37 NOTIFICATION OF EMPLOYEES' RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (APRIL 2007)
- 3.6.3-11 TOXIC CHEMICAL RELEASE REPORTING (APRIL 2008)
- 3.6.3-13 RECYCLE CONTENT AND ENVIRONMENTALLY PREFERABLE PRODUCTS (APRIL 2009)
- 3.6.3-14 USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (APRIL 2009)
- 3.6.3-16 DRUG-FREE WORKPLACE (FEBRUARY 2009)
- 3.6.4-2 BUY AMERICAN ACT - SUPPLIES (JULY 1996)
- 3.6.4-3 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (JULY 1996)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APRIL 1996)
- 3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (JANUARY 1999)
- 3.8.2-9 SITE VISIT (APRIL 1996)
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)
- 3.8.2-11 CONTINUITY OF SERVICES (OCTOBER 2008)
- 3.9.1-1 CONTRACT DISPUTES (SEPTEMBER 2009)
- 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)
- 3.10.1-7 BANKRUPTCY (APRIL 1996)
- 3.10.1-12 CHANGES--FIXED-PRICE (APRIL 1996)
- 3.10.1-12/ALT3 CHANGES--FIXED-PRICE ALTERNATE III (APRIL 1996)
- 3.10.1-13/ALT1 CHANGES - COST-REIMBURSEMENT ALTERNATE I (APRIL 1996)
- 3.10.1-14 CHANGES--TIME-AND-MATERIALS OR LABOR-HOUR (APRIL 1996)
- 3.10.1-15 CHANGES--CONSTRUCTION, DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (JULY 1996)
- 3.10.1-16 CHANGES AND CHANGED CONDITIONS (APRIL 1996)
- 3.10.1-19 MODIFICATION COST PROPOSAL - PRICE BREAKDOWN (CONSTRUCTION) (APRIL 1996)
- 3.10.1-20 WARRANTY--CONSTRUCTION (APRIL 1996)
- 3.10.1-24 NOTICE OF DELAY (FEBRUARY 2009)
- 3.10.1-25 NOVATION AND CHANGE OF NAME AGREEMENTS (OCTOBER 2007)
- 3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APRIL 1996)
- 3.10.2-2 SUBCONTRACTS (COST-REIMBURSEMENT AND CEILING PRICED CONTRACTS) (OCTOBER 1996)
- 3.10.2-3 SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (APRIL 1996)
- 3.10.2-5 COMPETITION IN SUBCONTRACTING (JANUARY 1998)

- 3.10.2-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APRIL 1996)**
- 3.10.3-1 DEFINITIONS (APRIL 2004)**
- 3.10.3-2 GOVERNMENT PROPERTY - BASIC CLAUSE (APRIL 2004)**
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)**
- 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)**
- 3.10.6-6 DEFAULT (FIXED-PRICE CONSTRUCTION) (OCTOBER 1996)**
- 3.10.6-7 EXCUSABLE DELAYS (OCTOBER 1996)**
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)**
- 3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APRIL 2008)**

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

<b>Attachment</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
J.1	Contract Data Requirements Line Item (CDRL): List of CDRLs		
	M001 Program Plan	11/4/08	1
	M002 Program Management Report	11/4/08	1
	E001 Site Survey Report	11/4/08	1
	E002 Engineering Design Documents	11/4/08	1
	E003 GNAS and CPDS Site Preparation and Installation Documents	11/4/08	1
J.2	Data Item Descriptions (DID): List of DIDs		
	M001 Program Plan	3/31/09	1
	M002 Program Management Report	3/31/09	1
	Attachment A, Task Order Log DID M002		2
	E001 Site Survey Report	3/31/09	1
	E002 Engineering Design Documents	3/31/09	2
	E003 GNAS and CPDS Site Preparation and Installation Documents	3/31/09	1
J.3	Construction Specification—Division 1 Template	5/5/08	41
J.4	Contractor Acceptance Inspection Report Cover Sheet	5/5/08	7
J.5	FAA Pre-Construction and Maintenance Project Safety and Health Checklist	5/5/08	7
J.6	Excavation and Handling of Contaminated Material	8/27/07	3
J.7	DOT F4220.3 - Pre-Construction Conference Agenda and Checklist	8/97	2
J.8	FAA Order 1050.10C Prevention, Control, and Abatement of FAA Environmental Pollution	9/13/04	17
J.9	FAA Order 6950.27 Short Circuit Analysis and Protective Device Coordination Study	1/23/03	11
J.10	FAA STD 019E Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment	12/22/05	102
J.11	FAA STD 032 Design Standards for National Airspace System Facilities	8/1/96	66
J.12	FAA-C-1217F Electrical Work, Interior	2/26/96	42
J.13	FAA-D-2494 Technical Instruction Book Manuscript	3/14/84	134
J.14	FAA Order 1050.15 Fuel Storage Tanks at FAA Facilities	4/30/97	118

J.15	Standard Form 25 Performance Bond	1/90	2
J.16	Standard Form 25-A Payment Bond	8/97	1
J.17	Service Contract Act Wage Determination No. (TBD based on location of successful contractor)		