	UPAS (15 CFR 350)	1	33

2. CONTRACT (Proc. Inst. Ident.) NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
HSTS04-06-D-DEP048	See Block 20 c	21-06-206-DEP048

5. ISSUED BY	6. ADMINISTERED BY (If other than Block 5)
Transportation Security Administration Attn: Mr. Robert Degnan 701 South 12th Street, 10th Floor Arlington, VA 22202	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and Zip Code)	8. DELIVERY
Turner Construction Company 3865 Wilson Blvd. Suite 300 Arlington, VA 22203	X FOB ORIGIN ____ OTHER (See Below) 9. DISCOUNT FOR PROMPT PAYMENT 0% 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM Section G.4
11. SHIP TO/MARK FOR	12. PAYMENT WILL BE MADE BY
Mr. Christian Jahrling	
13. RESERVED	14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Security System Construction, Deployment and Integration.				
				15G. TOTAL AMOUNT OF CONTRACT	

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	19
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS/WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	30
X	D	PACKAGING AND MARKING	7			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	8		K	REPRESENTATIONS, CERTIFICATIONS AND	31
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X	G	CONTRACT ADMINISTRATION DATA	10		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	38
X	H	SPECIAL CONTRACT REQUIREMENTS	14		M	EVALUATION FACTORS FOR AWARD	51

CONTRACTING OFFICER WILL COMPLETE 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if and, and (c) such provisions, representations, certifications and specifications, as are attached or incorporated by reference herein. *(Attachment(s) are listed herein.)*

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) Government's solicitation and our offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

CHRISTIAN E. JAHRLING, V.P. & GENERAL MANAGER

19B. NAME OF CONTRACTOR

BY [signature] (Signature of person authorized to sign)

19C. DATE SIGNED 12/20/05

20A. NAME OF CONTRACTING OFFICER

Mr. Robert M. Degnan

TSA Contracting Officer

20B. UNITED STATES OF AMERICA

BY [signature] (Signature of Contracting Officer)

20C. DATE SIGNED 12/21/05

Section B – Supplies / Services and Price / Cost

B.1 – Identification of Supplies / Services

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1	OF PAGES 33

2. CONTRACT (Proc. Inst. Ident.) NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
HSTS04-06-D-DEP048	See Block 20 c	21-06-206-DEP048

5. ISSUED BY	6. ADMINISTERED BY (If other than Block 5)
Transportation Security Administration Attn: Mr. Robert Degnan 701 South 12th Street, 10th Floor Arlington, VA 22202	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and Zip Code)	**8. DELIVERY**
Turner Construction Company 3865 Wilson Blvd. Suite 300 Arlington, VA 22203	X FOB ORIGIN ____ OTHER (See Below) 9. DISCOUNT FOR PROMPT PAYMENT 0% 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM Section G 4
11. SHIP TO/MARK FOR	**12. PAYMENT WILL BE MADE BY**
Mr. Christian Jahrling	
13. RESERVED	**14. ACCOUNTING AND APPROPRIATION DATA**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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19A. NAME AND TITLE OF SIGNER *(Type or print)*

19B. NAME OF CONTRACTOR 19C. DATE SIGNED

BY _____
(Signature of person authorized to sign)

18. ☐ **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) Government's solicitation and our offer, and (b) this award/contract. No further contractual document is necessary.

20A. NAME OF CONTRACTING OFFICER

Mr. Robert M. Degnan
TSA Contracting Officer

20B. UNITED STATES OF AMERICA 20C. DATE SIGNED

BY _____
(Signature of Contracting Officer)

Section B – Supplies / Services and Price / Cost

B.1 – Identification of Supplies / Services

The Contractor shall provide all labor, material and equipment (except that which is specifically identified in biddable documents as Government Furnished Equipment (GFE)) for deployment and integration to construct, fabricate and install security system related projects and correction of safety deficiencies at multiple locations throughout the United States and territories in accordance with project-specific Task Orders issued against this contract.

B.2 – Type of Contract

This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract.

B.3 – Contract Ceiling

Ceiling amount under this contract is $80,000,000.

B.4 – Minimum Order Quantity or Amount

Minimum dollar amount for a Tier 1 contract is $50,000 over the life of the contract.
Minimum dollar amount for a Tier 2 contract is $10,000 over the life of the contract.

Section C – Statement of Work

Background

The purpose of this contract is to award multiple Indefinite Delivery Indefinite Quantity (IDIQ) contracts to a pool of qualified contractors who will provide all labor, material, equipment, and management support services at specified inter-modal transportation facilities (including, but not limited to, commercial airports, rail, mass transit, bus and other public transportation systems) throughout the United States and US Territory locations. TSA will periodically issue biddable drawings, specifications and other written directives to the pool of qualified contractors and will issue Individual Task Orders on a competitive basis.

Qualified contractors will be classified as "Tier 1" or "Tier 2" contractors based on experience and capabilities as determined at the time of contract award.

C.1 – Scope

In general, the work will involve the deployment and integration of security systems at inter-modal transportation facilities (including, but not limited to, commercial airports, rail, mass transit, bus and other public transportation systems) throughout the United States and US Territory locations, including:

- Complex, integrated, networked, computer controlled baggage conveyance systems and associated building modifications
- Deployment, integration and/or reconfiguration of security related Government Furnished Equipment (GFE)
- Construction/alteration of security screening environments to mitigate occupational safety hazard issues
- Facility, equipment, and related infrastructure modifications
- Other facility alterations related to security system enhancements and modifications

Generally biddable documents with complete specifications and drawings will be made available to the contractor for work proposed under this contract. However, the contractor may be requested to provide minor, or incidental, design services in addition to construction services for small, non complex alteration or construction projects envisioned under the contract.

Projects under this contract will be identified by TSA as "Tier 1" or "Tier 2" Projects depending on whether complex, integrated, networked, computer controlled baggage system work is required. Qualified contractors will be classified as "Tier 1" or "Tier 2" contractors based on experience and capabilities as defined below:

- Tier 1 qualified contactors shall have experience in inter-modal transportation projects that include complex, integrated, networked, computer controlled baggage systems and will have completed projects in airport secure environments. Tier 1 contractors will be qualified to receive biddable documents for all projects under this contract.
- Tier 2 qualified contractors shall have experience in inter-modal transportation projects (excluding complex baggage systems) and will have completed security system related

projects in transportation facilities. Tier 2 contractors will be qualified to receive biddable documents for selected projects not involving complex baggage conveyance systems.

C.2 – Facility Modification

All activities shall be done at the direction of the Contracting Officer (CO) or Contracting Officer Technical Representative (COTR). Activities shall be defined by Task Orders.

C.3 - Government Furnished Equipment (GFE)

Inter-modal security equipment shall be identified as GFE within the biddable documents for each project-specific Task Order.

C.4 - Management

The contractor shall monitor and coordinate the activities of the contractor's team members and subcontractors as they execute each phase of the security equipment deployment and installation. The contractor shall coordinate equipment delivery and installation with OEMs and suppliers, the Federal Security Director, facility management, serving airlines/ transportation entities, and/ or other regulatory authorities at each site. The contractor shall obtain necessary permits and approvals from regulatory authorities to allow for the execution of the work.

The contractor shall schedule and execute deployment and installation in accordance with the approved program master schedule for each task order project awarded under the contract. The contractor shall track and report progress of deployment and installation in the online MIS.

C.5 – Site Preparation

Prior to beginning site preparation, the contractor shall coordinate with TSA and stakeholders a date for the pre-construction meeting. The contractor shall prepare transportation facilities for installation of security equipment as required to meet the program master schedule, as well as the individual transportation facility design schedules. The contractor shall serve as a liaison with TSA, stakeholders, other interested parties and trade unions. If difficulties are encountered, the contractor shall recommend remedial action to the COTR.

The contractor shall manage construction change orders and modifications using the approved Change Management Process.

Site preparation work that needs to be phased due to regional site conditions shall be assessed and incorporated into the program master schedule. Contractor site preparation activities, including planning, sequencing and integrating work so as to avoid disruption to the ongoing operations and processes of the transportation facility where work is being performed, shall include, at a minimum, the following:

- Submission of construction documents to appropriate authorities, including transportation facility authority and regional authorities having jurisdiction over construction permits and inspection certificates.
- Compliance with facility site safety plans and provision of protection for the general public from any work that is connected with the contract.
- Coordination of the issuance of security badges provided and/or sponsored by the transportation facility for all contractor and subcontractor personnel.
- Alerting TSA and appropriate regional transport authorities to any unforeseen hazardous materials.
- Ensuring that components are procured from qualified vendors using open and competitive bidding for those sites requiring installation of Baggage Handling Systems (BHS).

The contractor shall maintain redline (as built) drawings for each site. The contractor shall submit record (as built) drawings within 30 days after completion and acceptance by TSA. The contractor shall provide the complete construction deliverable package.

Regional Limitations (if any) will be determined at time of contract award.

C.6 – Installation and Checkout of Equipment

The contractor shall manage installation and equipment checkout IAW Final Site Design, the facility project schedule, and Task Order requirements.
The contractor shall:

- Store/warehouse equipment
- Transport equipment to airport facility
- Provide rigging, offloading, final positioning, labor, material, and building modifications required for the movement of equipment to the installation location and its actual installation.
- Remove temporary barricades and perform site final cleaning, including the removal of any remaining project materials, tools and installation equipment.

C.7 – Biddable Documents

Drawings, design documents and specifications, detailed work requirements, and related biddable documents will be available as each Task Order is authorized and opened for competition. The biddable documents will be available through TSA.

C.8 – Responsibilities of the Program Manager

The Program Manager is the Government's key contact for all work to be performed under this contract. The Program Manager shall be available to the Contracting Officer and/or the Contracting Officer's Technical Representative at all times during contract performance. At a minimum, the Program Manager represents the prime contractor and has the expertise and the authority to make technical decisions, as necessary, on all projects under the contract. The

Program Manager shall maintain appropriate records, as necessary, to provide the Government with ongoing up to date progress on all projects awarded to the prime.

The Program Manager shall be an employee of the Prime Contractor and shall have a minimum of ten (10) years experience in construction project management related to airport and/or other transportation facilities as appropriate for Tier 1 and Tier 2 awards, respectively. The Program Manager shall also have a minimum of a Bachelor's degree in engineering, construction management or construction administration or other Bachelor's degree with equivalent work experience. The Program Manager shall meet all be an employee of the prime contractor and be approved, in advance, by the Government.

C.9 – Regional Packaging

TSA may combine multiple projects into regional orders when logical, feasible and determined to be in the best interests of the Government.

C.10 – Project Size

Individual project task orders under this contract are estimated to be from as low as $10,000 to as high as multi-million dollar project task orders.

C.11 – Schedule

Task orders under this contract shall define the required schedule for performance for each project. TSA anticipates that projects under this contract may occasionally require accelerated project schedules to meet various critical Government initiatives and/or mandates.

C.12 – Contract Data Requirements List (CDRL)

At a minimum, the contractor shall be required to submit CDRLs as specified in Section J.1. Additional deliverables may be required based on individual task order requirements.

Section D – Packaging and Marking

D.1 Marking of Reports and Documents

The Contractor shall mark all documents as follows:

a) Government contract number
b) Task Order number
c) Contract Line Item Number (CLIN)
d) Report / Document Title
e) Date
f) Distribution

Section E – Inspection and Acceptance

E.1 Points of Inspection and Acceptance

a) At all times during the progress of the work, TSA or its authorized representatives shall have access to the work, and shall be afforded all reasonable opportunities of, and proper and safe facilities for, access and inspection of all of the work to assure TSA that the work is being carried out in accordance with the drawings, specifications and other written directives, and that the materials and workmanship are of a satisfactory quality. TSA shall have the right to reject any materials or workmanship not in accordance with the requirements of the Contract Documents. All rejected materials and workmanship will be replaced immediately with acceptable workmanship and material and without additional expense to TSA for the replacement or installation. Nothing herein stated or omitted shall obligate TSA to conduct any inspection, and no inspection or failure to inspect shall **(A)** be deemed a waiver of any of TSA's rights or Contractor's obligations, or relieve Contractor to any extent of responsibility under the Contract Documents; or **(B)** be construed as an approval or acceptance by TSA of the Project or any part thereof.

b) The TSA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer's Technical Representative shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the TSA intends to take possession of or use. However, failure of the Contracting Officer's Technical Representative to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The TSA's possession or use shall not be deemed an acceptance of any work under the contract.

E.2 Clauses and Provisions Incorporated by Reference

3.10.4-1	**Contractor Inspection Requirements** (February 2003)
3.10.4-10	**Inspection of Construction** (February 2003)
3.10.4-11	**Inspection--Dismantling, Demolition, or Removal of Improvements** (February 2003)
3.10.4-16	**Responsibility for Supplies** (February 2003)

Section F – Deliveries or Performance

F.1 – Period of Performance

Contract: The period of performance of this contract is five years from Contract Award

Task Order: The period of performance for tasks under this contract will be specified on each task order issued. Tasks under this contract may exceed the performance period of the contract. However, no new task orders shall be issued after the completion date of the contract.

F.2 – Place of Performance (Multiple Locations)

The place of performance shall be provided in each project-specific Task Order issued against this Contract.

F.3 – Notice Regarding Late Delivery

In the event the Contractor anticipates difficulty in complying with any delivery schedule, the Contractor shall immediately notify the Contracting Officer in writing, giving pertinent details.

Contractor acknowledges that time is of the essence in the performance of each and every covenant, performance, requirement and condition of this Contract and each and every Task Order, and expressly agrees to perform and provide all services required or contemplated under the Task Order and this Agreement, in accordance with the Construction Schedule, and in a cooperative, efficient and timely manner.

Contractor additionally understands that TSA will suffer damages if the Work is not completed according to the Construction Schedule, and agrees that, should Contractor neglect, fail, or refuse to complete the Work in accordance with the Project Schedule (subject to any proper extension granted by TSA), Contractor shall pay liquidated damages as specified in Section I and in the Task Order.

F.4 – Clauses and Provisions Incorporated by Reference

3.2.2.3-43	**Site Investigation and Conditions Affecting the Work** (July 2004)
3.2.2.3-46	**Supervising the Contract Work** (July 2004)
3.2.2.3-48	**Other Contracts** (July 2004)
3.2.2.3-51	**Operations and Storage Areas** (July 2004)
3.2.2.3-56	**Schedules for Construction Contracts** (July 2004)
3.2.2.3-57	**Quantity Surveys** (July 2004)
3.10.1-8	**Suspension of Work** (February 2003)
3.10.1-9	**Stop-Work Order** (February 2003)
3.10.1-11	**Government Delay of Work** (February 2003)

Section G – Contract Administration Data

G.1 Contract Administration

Contracting Officer: Mr. Robert Degnan
Transportation Security Administration
701 South 12th Street,
10th Floor, Mail Stop TSA-25
Arlington, Virginia 22202
571-227-1572
Robert.Degnan@dhs.gov

Contract Specialist: Mr. Robert Parnell
Transportation Security Administration
701 South 12th Street
10th Floor, Mail Stop TSA-25
Arlington, Virginia 22202
571-227-3854
Robert.Parnell@associates.dhs.gov

COTR: Mr. John Reed
Transportation Security Administration
701 South 12th Street,
8th Floor, Mail Stop TSA-16
Arlington, Virginia 22202
571-227-1563
John.Reed@dhs.gov

Note: Unless otherwise specified in each Task Order issued, the COTR for all Task Orders under this contract shall be Mr. John Reed.

G.2 Contracting Officer's Authority

(a) The Contracting Officer has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United State in its contractual relationships. Accordingly, the Contracting Officer is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provision contained elsewhere is this contract, the said authority remains solely with the Contracting Officer.

(b) The Contracting Officer may designate, in writing, representatives to perform functions required to administer this contract, however, any implied or expressed actions taken by these representatives must be within the limits cited within the

Contracting Officer's written designations. The Contracting Officer shall provide the Contractor copies of all relevant written designations. If any individual alleges to be a representative of the Contracting Officer and the Contractor has not received a copy of the document designating that representative, the Contractor shall refrain from acting upon the representative's requirements and immediately contact the Contracting Officer to obtain a copy of the document designating that individual as a representative of the Contracting Officer.

(c) The Contractor shall immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract.

G.3 Contracting Officer's Technical Representative (3.10.1-22) (July 1996)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act as a representative of the Contracting Officer under this contract.

(End of clause)

G.4 Invoices

The Transportation Security Administration intends to make payment within 30 days of receipt of a properly prepared invoice submitted to the billing office listed below:

United States Coast Guard Finance Center
TSA Commercial Invoices
P.O. Box 4111
Chesapeake, VA 23326-4111

The Contractor shall submit an original and three copies of all invoices to the designated billing office. TSA approval of the invoices will be based on Contracting Officer and Contracting Officer's Technical Representative Review. The Contracting Officer will authorize payment in accordance with the payment schedule agreed to in this contract, or if appropriate, in the relevant Task Order.

G.5 Correspondence Procedures

To promote timely and effective contract administration, correspondence submitted under this contract shall be subject to the following procedures (except for invoices and deliverable items):

a. All correspondence relative to this contract shall be addressed to the Contracting Officer, listed in Section G.1. Correspondence of a technical nature shall include an information copy addressed to the Contracting Officer's Technical Representative (COTR), listed in Section G.1.

b. Mail: Mailing of documentation is appropriate and the use of electronic mail or facsimile (FAX) service is encouraged. Mailing of final signed versions of documentation will be required.

G.6 TSA Internal Reviews of Contractor Performance

Notwithstanding the requirement that price must always be assessed by the Contracting Officer as being reasonable, the TSA places a high value on the Contractor providing a high level of quality support in performing this contract. This TSA emphasis on the importance of quality performance initiated in awarding this contract, will be ongoing throughout the duration of this contract. Accordingly, the TSA will periodically, as subsequently scheduled by the Contracting Officer, conduct formal internal reviews focused on assessing the quality of the Contractor's performance. The Contracting Officer will share the summary results of these ongoing reviews with the Contractor as a means of providing ongoing feedback on the TSA's perception of Contractor performance. Should these reviews disclose a pattern of poor performance, lack of adherence to contractual requirements, negligence or other unfavorable trends, the TSA may terminate or, not exercise options in, this contract. Additionally, completed TSA internal review reports of Contractor performance will be maintained in the TSA past performance database, which may be used by other Federal, State and local Government personnel in future procurements.

G.7 Funding

All funding under this contract will be obligated by the issuance of individual Task Orders against the contract.

G.8 Guaranteed Minimum

In the event that orders issued to the contractor during the contract period do not exceed the minimum dollar amount stated in Section B, TSA guarantees a minimum payment in the amount specified to the contractor (less awarded task orders), provided that the contractor is a contractor in good standing during the performance period and submits a fair and reasonable offer on at least one bid package in each year of the contract. A contractor in good standing is defined as a viable and responsible contractor with adequate resources, not debarred or suspended from doing business with the Government.

Section H – Special Contract Requirements

H.1 Dissemination of Contractor Information

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning this contract, without the prior written consent of the Contracting Officer. This statement includes seminars, professional society meeting/conferences and meetings with foreign dignitaries both government and from the private sector.

H.2 Contractor Non-Compliance with Contract

(a) Contractor non-compliance with any requirement, term or condition contained in this contract may result in the TSA:

(1) Terminating this contract, in whole or part, for convenience or default;
(2) Withholding payments
(3) Initiating suspension or debarment action against the Contractor; and
(4) Initiating other action, as appropriate.

(b) In addition to paragraph (a), Contractor non-compliance with any statutory requirement included in this contract, may result in the Contractor and its employees and subcontractors being fined and/or imprisoned, or incurring other sanctions.

H.3 Safety and Health 3.2.2.3-68 (July 2004)

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. In fulfilling these requirements, the Contractor shall comply with: (1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). (2) Occupational Safety and Health Act of 1970, (Public Law 91-598) and applicable rules and regulations as may have been delegated to the States. (3) Supplemental TSA safety and health requirements stated below or elsewhere in the contract.
(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.
(c) The Contracting Officer's Representative will promptly notify the Contracting Officer (CO) of the Contractor's deficiencies in meeting the requirements of this clause. The CO will take action appropriate to the deficiencies that been identified, such as the following:
(1) the CO may notify the Contractor of the deficiencies and establish a date for the Contractor compliance with this clause;
(2) the CO may notify the Contractor in writing to stop work pending elimination of the deficiencies;
(3) in emergency situations the CO may notify the Contractor orally to stop work with written confirmation following promptly; or
(4) the CO may pursue other remedies provided by the contract, such as those of the termination clauses of the contract. When satisfactory corrective action has been taken,

the contractor shall request permission to resume work from the CO. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the CO to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall furnish hard hats and other required safety equipment, except that which has been specified to be furnished by TSA. Hard hats meeting the requirements of Occupational Safety and Health Administration (OSHA) shall be worn by all persons on all construction projects unless a more serious hazardous condition is created by such use.

(End of clause)

H.4 Safety

The contractor shall meet and uphold all required Federal, State and Local safety codes throughout contract performance. Further in the execution of work under this contract, the Contractor shall take and exhibit all reasonable precautions to mitigate and minimize tenant operational disruptions at the work site. Failure to satisfactorily mitigate the aforementioned shall be grounds for stopping work in accordance with clause 3.10.1.9, Stop-Work Order. Costs associated with work stoppages or delays attributable to contractor non-compliance shall be borne by the Contractor.

H.5 Release of Information

Work performed under this contract may involve access to information, including drawings, specifications, cost estimates and other sensitive data. Consequently, the Contractor and subcontractor(s) (including individual employees thereof) shall not release or communicate, except as required by law or regulations, such information, including any news release, public announcement, or advertising material concerned with this contract, whether orally or in writing, to any person except:

(a) TSA personnel with a "need to know" who have signed a non-disclosure form;
(b) Employees of the Contractor with a "need to know", who have signed a non-disclosure form, or
(c) Such other person as may be designated in writing by the Contracting Officer and who have signed a non-disclosure form.

Further, no documents, reports, information, etc. related to work under this contract, may be released to the public or provided to any party other than the TSA and its Contractors without review and written approval of the TSA.

H.6 Order of Precedence (3.2.2.3-33) (July 2004)

Any inconsistency in this RFI/RFP or contract shall be resolved by giving precedence in the following order:

(a) the Schedule (excluding the specifications);

(b) representations and other instructions;
(c) contract clauses;
(d) other documents, exhibits, and attachments;
(e) the specifications; and
(f) the drawings.

H.7 Bid Guarantees / Bonds

a) A bid guarantee in the amount of 20% of the proposed offer is required for each Task Order project greater than $100,000.
b) Prior to the commencement of work on an awarded Task Order greater than $100,000, the contractor will be required to provide Performance and Payment Bonds in the following amount:
   - Performance Bond: 100% of award amount (See Section J)
   - Payment Bond: 100% of award amount (See Section J)

H.8 Payrolls

(a) The TSA Contracting Officer, with the assistance of the TSA Project Architect or Engineer is responsible for the enforcement of the Davis-Bacon Act. The Davis-Bacon Act requires that the Contractor pay contract employees no less than the minimum salary and fringe benefits for construction workers in the area where the work is to be performed. Contractor payrolls under this contract shall be made available to TSA for inspection upon request. Further, the Contractor shall allow contract employees to be interviewed by appropriate TSA personnel concerning their salaries and fringe benefits at any time during or after contract performance.

(b) The Contractor shall maintain payrolls and basic records associated with work performed under this contract during the course of the work, and preserved for a period of up to 3 years thereafter for all laborers and mechanics working at the site of the work. Payrolls shall be sufficiently detailed to show the number of hours each employee worked, each week, for the duration of the project.

(c) The Contractor shall display posters WHPC-1321, Notice to Employees Working on a Government or Government Finance Construction Contract, and OFCCP -1420, Equal Employment Opportunity is the Law at the jobsite. A copy of the wage decision must also be posted.

H.9 Qualified Pool

The qualified pool is comprised of all Offerors who receive an award of the IDIQ contract, regardless of when they receive an order. After award, to maintain status as a qualified contactor, the Contactor shall:

a) Maintain acceptable performance under assigned Task Orders, and
b) Bid on at least one project per contract year.

Failure to satisfy both of these requirements may result in Contractor's removal from the qualified pool and elimination of contractor from future consideration for Task Order projects under this contract. Any guaranteed minimum order amount under this contract is forfeited by the contractor in the event the contractor is removed from the Qualified Pool.

H.10 Contract Personnel, Subcontractors And/Or Other Parties Working For The Prime

If it is determined to be in the best interest of the Government, the Contracting Officer reserves the right to request the contractor to remove or replace from work being performed under the contract, any contractor employee, subcontractor, or other party working for the prime contractor. Any replacement personnel, subcontractor, etc., as a result of the Contracting Officer's request for removal, shall be subject to written approval by the Contracting Officer prior to the start of work on this contract or any task order.

H.11 Subcontractor Approval

Prior to the issuance of each task order, commencement of work by a subcontractor under this agreement, the prime agrees to submit to the Government for its review and approval, all pertinent subcontract information. This includes, but is not limited to, the name of the contractor, proposed performance responsibility under the contract, subcontractor qualifications and key personnel, if appropriate; and any information necessary to determine price reasonableness. The prime agrees to provide advance notification to the Government, to the extent feasible, all subcontracting requirements. The Contracting Officer shall provide written approval or rejection, as appropriate, of all proposed subcontracts in a timely manner. The Government will not unreasonably withhold subcontract approval. Excluded from this requirement is any subcontractor approved at the time of initial contract award.

H.12 Fair Opportunity

a) Each contract awardee shall be provided a fair opportunity to be considered for a Task Order exceeding $2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:
   1) TSA's need for the services is so urgent that providing a fair opportunity to all awardees would result in unacceptable delays.
   2) Only one awardee is capable of providing the services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
   3) The Task Order must be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order.
   4) It is necessary to place a Task Order to satisfy a minimum guarantee.
   5) It is necessary to place a Task Order based on consideration of airport requirements (e.g. size, weight, throughput).
   6) It is necessary to place a Task Order based on consideration of life cycle costs.

b) Unless the procedures in paragraph (a) are used for awarding individual Task Orders, each awardee will be provided a fair opportunity to be considered for each Task Order.

c) Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance of proposed issuance of an individual Task Order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

d) This requirement does not guarantee the contractor issuance of any Task Order above the minimum guarantee(s) stated in Section B of this contract.

H.13 Tier 2 to Tier 1 Reclassification

Subsequent to award and during the course of performance under this contract, a Tier 2 contractor may petition the TSA Contracting Officer for a review to be reclassified as a Tier 1 contractor, provided the Tier 2 contractor can demonstrate the following:

1) Successful performance and completion of at least one task order project under this contract valued at $1 million or more, or multiple projects valued at $1.5 million or more, **and**
2) Additional experience gained subsequent to award to meet the Tier 1 requirement in Section C.

Consideration for the reclassification requires a written request from the Tier 2 contractor with supporting evidence that demonstrates the contractor is capable of successfully performing Tier 1 work with minimal risk to the Government.

TSA shall review the petition presented and make a formal written determination on the reclassification within 60 days after receipt of a properly documented petition. It is the sole responsibility of the contractor to provide sufficient and convincing documentation to establish Tier 1 capability. In the event TSA determines that a Tier 2 contractor fails to adequately meet the qualification requirements for Tier 1 reclassification, the Tier 2 contractor may petition for a reclassification no sooner than six (6) months after such a determination.

H.14 Property Protection 3.2.2.3-50 (July 2004)

(a) The Contractor shall construct and maintain such temporary fences, gates and other facilities as shall be necessary for preservation of crops, control of livestock, and protection of property. Before cutting a fence, the Contractor shall take necessary precautions to prevent the straying of livestock and may prevent the loss of tension in or damage to adjacent portions of the fence. The Contractor shall immediately replace all fencing and gates that it cuts, removes, damages, or destroys with new materials to the original standard, with the exception that undamaged gates shall be reused.

(b) The Contractor shall comply with the request of the property owner relative to leaving gates open or closed.

(c) The Contractor shall use all necessary precautions to avoid the destruction of surveying markers such as section corners, witness trees, property corners, mining claim markers, bench markers, triangulation stations, and the like. If any such marker must be destroyed, the Contractor shall first notify the agency responsible for the marker, as well as the COR, and assume all responsibility for replacing markers.

(d) The Contractor shall use care to prevent unnecessary damage caused by performance of its work to property in or near the work area. Unnecessary damage is that which can be avoided through efficient and careful performance of the work in a careful manner, taking into account the land rights which have been secured. If the Contractor damages any property, the contractor shall at once notify the owner or custodian and may make or arrange to make prompt and full restitution.

(e) Maps and specifications provided by TSA may not give the location of all water supply, drainage, irrigation, and other underground facilities. Prior to entering a tract of land for contract purposes, the Contractor shall ascertain from the property owner or other reasonably available source the location of any irrigation system, domestic water system, source of water, and drainage system existing on the property, whether serving that property or other property. The Contractor shall avoid damaging or obstructing these facilities or polluting water supplies.

(f) The Contractor shall hold TSA harmless from any and all suits, actions, and claims for damages, including environmental impairment, to property arising from any act or omission of the contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work or operations under this contract.

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

(End of clause)

H.15 Special Precautions for Work at Operating Airports 3.2.2.3-67 (February 2003)

(a) When work is to be performed at an operating airport, the Contractor must arrange its work schedule so as not to interfere with flight operations. Such operations will take precedence over construction convenience. Any operations of the Contractor which would otherwise interfere with or endanger the operations of aircraft shall be performed only at times and in the manner directed by the Contracting Officer (CO) or designated Contracting Officer's Representative (COR). The Government will make every effort to reduce the disruption of the Contractor's operation.

(b) Unless otherwise specified by local regulations, all areas in which construction operations are underway shall be marked by yellow flags during daylight hours and by red lights at other times. The red lights along the edge of the construction areas within the existing aprons shall be the electric type of not less than 100 watts intensity placed and supported as required. All other construction markings on roads and adjacent parking lots may be either electric or battery type lights. These lights and flags shall be placed so as to outline the construction areas and the distance between any two flags or lights shall not be greater than 25 feet. The Contractor shall provide adequate watch to maintain the lights in working condition at all times other than daylight hours. The hour of beginning and the hour of ending of daylight will be determined by the Contracting Officer or COR.

(c) All equipment and material in the construction areas or when moved outside the construction area shall be marked with airport safety flags during the day and when directed by the Contracting Officer or COR, with red obstruction lights at nights. All equipment operating on the apron, taxiway, runway, and intermediate areas after darkness hours shall have clearance lights in conformance with instructions from the Contracting Officer. No construction equipment shall operate within 50 feet of aircraft undergoing fuel operations. Open flames are not allowed on the ramp except at times specifically authorized by the Contracting Officer or COR.

(d) Trucks and other motorized equipment entering the airport or construction area shall do so only over routes determined by the Contracting Officer or COR. Runways, aprons, taxiways, or parking areas as truck or equipment routes will not be permitted unless specifically authorized for such use. Flag personnel shall be furnished by the Contractor at points on apron and taxiway for safe guidance of its equipment over these areas to assure right of way to aircraft. Areas and routes used during the contract must be returned to their original condition by the Contractor. The maximum speed allowed at the airport shall be established by airport management. Vehicles shall be operated so as to be under safe control at all times, weather and traffic conditions considered and within the guidance and policy of airport management. Vehicles must be equipped with head and tail lights during the hours of darkness.

(End of clause)

H.16 Clauses Incorporated By Reference

3.2.2.3-58 Layout of Work (July 2004)
3.6.2-24 Affirmative Action Compliance Requirements for Construction (February 2003)

Section I – Contract Clauses

3.1-1 Clauses and Provisions Incorporated by Reference.

This RFI/RFP or contract, as applicable, incorporates by reference one or more 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. The full text of all clauses has also been attached with this RFP.
http://www.tsa.gov/public/display?theme=84&content=0900051980013479
(End of clause)

3.1.8-1	**Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity** (February 2003)
3.1.8-2	**Price or Fee Adjustment for Illegal or Improper Activity** (February 2003)
3.2.2.3-1	**False Statements In Offers** (July 2004)
3.2.2.3-42	**Differing Site Conditions** (July 2004)
3.2.2.3-45	**Material and Workmanship** (July 2004)
3.2.2.3-47	**Permits and Responsibilities** (July 2004)
3.2.2.3-54	**Preventing Accidents** (July 2004)
3.2.2.3-60-2	**Specifications, Drawings and Material Submittals - Alternate II** (July 2004)
3.2.2.3-62	**Preconstruction Conference** (July 2004)
3.2.2.7-6	**Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (February 2003)
3.2.2.8-5	**Liquidated Damages – Construction** (February 2003)
3.2.4-17	**Order Limitations** (February 2003)
3.2.4-20	**Indefinite Quantity** (February 2003)
3.2.5-3	**Gratuities or Gifts** (February 2003)
3.2.5-4	**Contingent Fees** (February 2003)
3.2.5-5	**Anti-Kickback Procedures** (February 2003)
3.2.5-6	**Restrictions on Subcontractor Sales to the TSA** (February 2003)
3.3.1-2	**Payments under Fixed-Price Construction Contracts** (February 2003)
3.3.1-6	**Discounts for Prompt Payment** (February 2003)
3.3.1-8	**Extras** (February 2003)
3.3.1-9	**Interest** (February 2003)
3.3.1-15	**Assignment of Claims** (February 2003)
3.3.1-19	**Prompt Payment for Construction Contracts** (February 2003)
3.3.1-25	**Mandatory Information for Electronic Funds Transfer (EFT) Payment - Central Contractor Registration (CCR)** (February 2003)
3.3.1-31	**Progress Payments** (February 2003)
3.4.1-4	**Performance Bond Requirements** (February 2003)
3.4.1-6	**Additional Bond Security** (February 2003)
3.4.2-8	**Federal, State, and Local Taxes – Fixed Price Contract** (February 2003)
3.5-1	**Authorization and Consent** (February 2003)
3.5-4	**Patent Indemnity--Construction Contracts** (February 2003)
3.5-13	**Rights in Data--General** (February 2003)
3.6.1-3	**Use of Small Business Concerns** (February 2003)

3.6.1-4	**Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan** (August 2002)
3.6.1-6	**Liquidated Damages--Subcontracting Plan** (February 2003)
3.6.2-1	**Contract Work Hours and Safety Standards Act-Overtime Compensation**
3.6.2-2	**Convict Labor** (February 2003)
3.6.2-9	**Equal Opportunity** (February 2003)
3.6.2-12	**Affirmative Action for Special Disabled and Vietnam Era Veterans** (February 2003)
3.6.2-13	**Affirmative Action for Workers with Disabilities** (February 2003)
3.6.2-18	**Davis-Bacon Act** (February 2003)
3.6.2-19	**Withholding-Labor Violations** (February 2003)
3.6.2-20	**Payrolls and Basic Records** (February 2003)
3.6.2-21	**Apprentices, Trainees and Helpers** (February 2003)
3.6.2-22	**Subcontracts (Labor Standards)** (February 2003)
3.6.2-23	**Certification of Eligibility** (February 2003)
3.6.3-9	**Refrigeration Equipment and Air Conditioners** (February 2003)
3.6.3-11	**Toxic Chemical Release Reporting** (February 2003)
3.6.3-16	**Drug Free Workplace** (January 2004)
3.6.4-10	**Restrictions on Certain Foreign Purchases** (February 2003)
3.8.2-10	**Protection of Government Buildings, Equipment, and Vegetation** (February 2003)
3.9.1-1	**Contract Disputes** (February 2003)
3.9.1-2	**Protest after Award** (February 2003)
3.10.1-7	**Bankruptcy** (February 2003)
3.10.1-15	**Changes--Construction, Dismantling, Demolition, or Removal of Improvements** (February 2003)
3.10.1-16	**Changes and Changed Conditions** (February 2003)
3.10.1-20	**Warranty – Construction** (February 2003)
3.10.6-1	**Termination for Convenience of the Government (Fixed-Price)** (August 2002)
3.10.6-6	**Default (Fixed Price Construction)** (February 2003)

3.1.7-3 **Organizational Conflicts of Interest** (February 2003)

(a) By submitting an offer or proposal the offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the TSA Acquisition Management System, "Organizational Conflicts of Interest", or that the Contractor has disclosed all such relevant information.

(b) The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a mitigation plan describing actions the Contractor has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure.

(c) The TSA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the judgment of the Contracting Officer cannot be avoided, or mitigated.
(d) The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.
(e) The Contractor further agrees to insert provisions which shall conform substantial to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

(End of clause)

3.2.5-1 Officials Not to Benefit (February 2003)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

(End of clause)

3.2.5-8 Whistleblower Protection for Contractor Employees (February 2003)

The contractor agrees not to discharge, demote or otherwise discriminate against an employee as a reprisal for disclosing information to a Member of Congress, or an authorized official of an agency or of the Department of Justice, relating to a violation of law related to this contract (including the competition for or negotiation of a contract).
Definitions:
(1) "Authorized official of the agency" means an employee responsible for contracting, program management, audit, inspection, investigation, or enforcement of any law or regulation relating to TSA procurement or the subject matter of the contract.
(2) "Authorized official of the Department of Justice" means any person responsible for the investigation, enforcement, or prosecution of any law or regulation.

(End of clause)

3.3.2-1 TSA Cost Principles (February 2003)

(a) Transportation Security Administration (TSA) "Contracting Cost Principles" shall be used for:
(1) The pricing of contracts, subcontracts, and modifications to contracts and subcontracts whenever cost analysis is performed;
and

(2) the determination, negotiation, or allowance of cost when required by a contract clause.
(b) TSA Cost Principles are incorporated by reference in this contract as the basis for:
(1) Determining reimbursable costs under:
(i) Cost-reimbursement contracts and cost reimbursement subcontracts under these contracts preformed by commercial organizations, and
(ii) The cost-reimbursement portion of time-and -materials contracts except when material is priced on a basis other than at cost;
(2) Negotiating indirect cost rates, when:
(i) TSA has division or corporate contract administration responsibilities;
(ii) Quick Close-out procedures are used; or
(iii) Indirect rate caps are negotiated in the contract.
(3) Proposing, negotiating, or determining costs under terminated contracts;
(4) Price revision of fixed-price incentive contracts;
(5) Price redetermination of price redetermination contracts; and
(6) Pricing changes and other contract modifications.
(c) When contract administration responsibilities rest with another Government agency, the TSA will apply the cost principles of the administering agency for the determination or negotiation of indirect rates not covered by (2)(ii) or (2)(iii) above.
(d) Upon request, the Contracting Officer will provide a copy of the TSA "Contract Cost Principles." Until TSA develops its own Contract Cost Principles, TSA will adopt FAA's Contract Cost Principles, available at:
http://fast.faa.gov/procurement-guide/html/3-3-2.htm

(End of Clause)

3.4.1-5 Payment Bond Requirements (February 2003)

(a) The contractor is required to submit a payment bond in the penal amount set forth in the "Schedule," within the time required by the Contracting Officer.
(b) The bond must be executed on the forms attached to this RFI/RFP and sureties must be acceptable to the Transportation Security Administration. Corporate sureties must appear on the list in Treasury Circular 570, and the amount of the bond may not exceed the underwriting limit stated for the surety on that list.
(c) Failure to submit an acceptable bond may be cause for termination of the contract for default.

(End of clause)
(See Section J for Bond Schedules)

3.4.1-7 Notice to Proceed (February 2003)

The contractor shall not initiate work under this contract until it has received a Notice To Proceed in writing from the Contracting Officer.

(End of clause)

3.4.1-12 Insurance (February 2003)

(a) During the term of this contract and any extension, the contractor shall maintain at its own expense the insurance required by this clause. Insurance companies shall be acceptable to the Transportation Security Administration. Policies that apply to covered contract work shall include all terms and provisions required by the Transportation Security Administration.

(b) The contractor shall maintain and furnish evidence of the following insurance, with the stated minimum limits:

(1) Worker's Compensation and Employer's Liability. The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor shall maintain employer's liability coverage of at least $100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least $100,000* per person and $500,000* per occurrence. Property damage limits, if any, will be set forth elsewhere in the "Schedule."

(3) Automobile Liability. For automobiles used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of at least $200,000* per person and $500,000* per occurrence for bodily injury and $20,000* per occurrence for property damage, unless higher limits are required by airport management and state law.

(4) Aircraft Liability. If aircraft will be used in connection with performance of this contract, the contractor shall maintain aircraft public and passenger liability insurance with coverage of at least $200,000* per person and $500,000* per occurrence for bodily injury other than passenger liability, and $200,000* per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000* multiplied by the number of seats or passengers, whichever is greater.

(5) Watercraft Liability When watercraft will be used in connection with performing the contract, the contractor shall provide watercraft liability insurance. Limits shall be at least $1,000,000* per occurrence. The policy shall include coverage for owned, non-owned and hired watercraft.

(6) Environmental Impairment Liability. When the contract involves hazardous wastes, the contractor shall provide environmental impairment liability insurance with coverage of at least $1,000,000* bodily injury per occurrence and $1,000,000* property damage per occurrence. Such insurance shall include coverage for the clean up, removal, storage, disposal, transportation, and use of pollutants and hazardous waste.

(7) Medical Malpractice. When the contract will involve health care services, the contractor shall maintain medical malpractice liability insurance with coverage of at least $500,000* per occurrence.

(c) Each policy shall substantially include the following provision:
"It is a condition of this policy that the issuing company furnish written notice to the Transportation Security Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(d) The contractor shall furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the TSA's contract number to ensure proper filing of documents. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.
(e) The maintenance of insurance coverage as required by this clause is a continuing obligation. The lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

*Unless modified in the "Schedule"

(End of clause)

3.4.1-13 Errors and Omissions (February 2003)

(a) The contractor warrants that it is insured for $200,000 (unless another amount is set forth in the "Schedule") for errors and omissions per claim in an amount in excess of the minimum set forth in the "Schedule" in the performance of this contract.
(b) Unless the contractor's policy is prepaid, non-cancellable, and issued for a period at least equal to the term of this contract on an occurrence basis, the contractor must have the policy amended to include substantially the following provision: "It is a condition of this policy that the company furnish written notice to the U.S. Transportation Security Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."
(c) The contractor must furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the TSA's contract number to ensure proper filing of documents.. Insurance must be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal must be furnished not later than five days before a policy expires.

(End of clause)

3.6.2-35 Prevention of Sexual Harassment (February 2003)

(a) "Sexual Harassment", as used in this clause, means unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment.
(b) It is TSA policy that sexual harassment will not be tolerated or condoned in the TSA workplace. It is also TSA's intent to effectively address inappropriate conduct before it rises to the levels proscribed by the Equal Employment Opportunity Commission as "sexual harassment".

(c) The Contractor agrees to support this policy in performing work under this contract, and that sexual harassment in any form will not be tolerated in the TSA workplace.
(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.
(e) The Contractor shall take whatever corrective action it deems necessary to promptly address sexual harassment in the TSA workplace or on an TSA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of planned corrective action.
(f) The Contracting Officer may require the Contractor to remove employee(s) from the TSA worksite that the Contracting Officer deems to have engaged in sexual harassment.
(g) Any TSA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

(End of clause)

3.6.3-10 Certification of Toxic Chemical Release Reporting (February 2003)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Offeror check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C.

11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

3.6.3-12 Asbestos-Free Construction (February 2003)

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 within 60 days after completion of the project indicating that to the best of its knowledge and reasonable ability, 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 a material requirement of the contract and TSA may withhold payment pending submittal and receipt of an acceptable certification.
The CO may request and authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify they are asbestos-free. The TSA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

3.6.3-13 Recycle Content and Environmentally Preferable Products (January 2002)

Contractors are required to purchase and use materials that contain recycled content and environmentally preferable products as outlined in the EPA Comprehensive Procurement Guidelines (CPG), in accordance with E.O. 13101. EPA's LIST OF DESIGNATED PRODUCTS is located at http://www.epa.gov/cpg/products.htm or http://www.asu.faa.gov/ConWrite/Docs/Full_Text_of_6.3.6-13.doc

(End of Clause)

3.6.3-14 Use of Environmentally Preferable Products

a) The offeror's signature on this contract certifies that environmentally preferable products will be used in products and services for construction where applicable.
b) Definition:
Environmentally preferable as used in this clause means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose.

(End of Clause)

3.6.4-4 Buy American Act - Construction Materials under North American Free Trade Agreement (August 2002)

(a) Definitions. As used in the clause--
(1) "Components" means those articles, materials, and supplies incorporated directly into construction materials.
(2) "Construction material" means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.
(3) "Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the U.S., if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable shall be treated as domestic.
(4) "North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.
(5) "NAFTA country construction material" means a construction material that (1) is wholly the growth, product, or manufacture of a NAFTA country, or (2) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.
(6) "Unavailable construction materials," as determined by the TSA, means those articles, materials, and supplies not mined produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality (upon request, the Contracting Officer will provide lists of articles, materials, and supplies excepted from the Buy American Act).
(b) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic material. In addition, the North American Free Trade Agreement (NAFTA), provides

that NAFTA construction materials are exempted from application of the Buy American Act when:
(1) The acquisition value of the construction contract is $6,500,000 or more; and
(2) NAFTA country construction material will be used.
(c) The Contractor agrees that only domestic construction materials, or NAFTA country construction materials will be used by the Contractor, subcontractors, material men and suppliers in the performance of this contract, except for other foreign construction materials, if any, listed in this contract.

(End of clause)

3.9.1-3 Protest (February 2003)

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

(a) Protests concerning Transportation Security Administration's (TSA) Request For Information/Request For Proposals (RFI/RFPs) or awards of contracts shall be resolved through the dispute resolution system at the FAA Office of Dispute Resolution for Acquisition (ODRA), and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final TSA decision only after its administrative remedies have been exhausted.
(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.
(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered filed on the date it is received by the ODRA.
(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award a TSA contract. Proposed subcontractors are not "interested parties" within this definition.
(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:
(1) Protests based upon alleged improprieties in a solicitation or a RFI/RFP that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.
(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
(ii) If the protester has requested a post-award debriefing from the TSA Integrated Business Team, not later than five (5) business days after the date on which the Business Team holds that debriefing.
(f) Protests shall be filed at:
(1)Office of Dispute Resolution, AGC-70
Federal Aviation Administration
800 Independence Avenue S.W. Room 323
Washington, DC 20591
Telephone: (202) 267-3290
Facsimile: (202) 267-3720
(2) other address as specified in 14 CFR Part 17.
(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the RFI/RFP for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).
(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at http://www.faa.gov.

(End of Clause)

3.10.1-19 Modification Cost Proposal - Price Breakdown (February 2003)

(a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.
(b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.
(c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of clause)

3.10.1-23 Contracting Officer's Representative—Construction Contracts (February 2003)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Representatives (COR's). The Contracting Officer will provide written notice of COR appointment(s), setting forth the authorities and limitations, to the Contractor within ____ calendar days prior to the notice to proceed. COR duties may include, but are not limited to:
(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.
(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.
(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:
(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field modification authority;
(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;
(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and
(4) final acceptance under the contract.

(End of clause)

3.10.1-25 Novation and Change-Of-Name Agreements

(a) In the event the Contractor wishes the Government to recognize a successor in interest to the contract due to a complete transfer of assets required to perform the contract or an applicable merger, the Contractor must submit a written request to the Contracting Officer with the required documentation. This is required in order to obtain the Government's consent for the successor Contractor to assume contract performance and receive payments for deliveries.
(b) For a change of Contractor name the contractor agrees to provide the necessary documentation to establish that a legal name change has been made, including any revision to payment addresses/accounts.
(c) The Contractor agrees to follow the procedures and provide the documents, as requested by the cognizant Contracting Officer, described in FAA Procurement Guidance entitled "Novation and Change-Of-Name Agreements" published at http://fast.faa.gov/procurement_guide/html/3-10-1.htm.
(d) When it is in the Government's interest not to concur in the transfer of the contract from one company to another, the Contractor remains subject to all contract terms and conditions including termination for default should the Contractor fail to perform.

(End of clause)

3.11-27 Contract Not Affected by Oral Agreement (February 2003)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

3.11-28 Contractor's Invoices (February 2003)

The Contractor shall submit itemized invoices as instructed by the Contracting Officer. The Contractor shall annotate each invoice with the contract number and other ordering office document identification.

(End of clause)

Section J – List of Attachments / Other

J.1 Contract Data Requirements List (CDRL)

CDRL No.	Name	Delivery Information:	
0001	Project Schedule	1st Delivery Date: Supplement Delivery(s): Format: Government Review:	10 Days After Task Order Notice to Proceed 48 hours after COTR Request See Project Specification Yes
0002	Payment and Performance Bonds (100% of contract award value)	Delivery Date: Government Approval:	Within 15 Days After Task Order Award (prior to start of construction) Yes
0003	Insurance	Delivery Date:	15 Days After Task Order Award
0004	As-Built Drawing Package	1st Delivery Date: Supplement Delivery(s): Format: Government Review:	60 days after project completion 10 days after receipt of COTR comments "pdf" file format Yes
0005	Asbestos Free Construction Statement Clause 3.6.3.12	Delivery Date:	60 days after project completion

J.2 Davis – Bacon Rates will be established and provided along with the biddable documents for each Task Order.

J.3 Architectural drawings and specifications will be provided along with the biddable documents for each Task Order.

J.4 Bond Forms. Bid Bond (SF-24), Performance Bond (SF-25), Payment Bond (SF-25A) and Other form (SF-25B). Bond forms SF-24, SF-25, SF-25A, and SF-25B are available for download from the United States Coast Guard website located at: http://www.uscg.mil/ccs/cit/cim/forms1/form_sf.html.