SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER ☐ Yes ☒ No	RATING	PAGE 1	OF PAGES 48

2. CONTRACT NO.	3. SOLICITATION NO.	4. THIS IS A: SMALL BUSINESS SET-ASIDE x YES NO	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	DTFAEN-12-R-00118		08/24/12	SO-12-02321

7. ISSUED BY:
Federal Aviation Administration
Eastern Logistics Service Area
Southern Region, ASO-52
1701 Columbia Avenue
College Park, GA 30337

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

SOLICITATION

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 1701 Columbia Ave, College Park, GA 30337 until 4:30 PM *(Hour)* local time 09/14/12 *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Eddie Wright, Jr.	404-305-5760

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OFFER *(must be fully completed by Offeror)*

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

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

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

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

AWARD *(To be completed by Government)*

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

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DTFAEN-12-R-00118	PAGE 2	OF 48

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SCHEDULE OF BID ITEMS FOR **Janitorial, ACT and Base Building Gulfport, MS**				
1.	Base Year Period: 10/01/2012-09/30/2013 Janitorial Service	12	MONTHS	_____	_____
2.	Option Year 1: 10/01/2013-09/30/2014 Janitorial Service	12	MONTHS	_____	_____
3.	Option Year 2: 10/01/2014-09/30/2015 Janitorial Service	12	MONTHS	_____	_____
4.	Option Year 3: 10/01/2015-09/30/2016 Janitorial Service	12	MONTHS	_____	_____
5.	Option Year 4: 10/01/2016-09/30/2017 Janitorial Service	12	MONTHS	_____	_____
	The offered price must encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.				

PART I - SECTION C
SCOPE OF WORK

Memphis ARTCC Janitorial/Ground Maintenance/Pest Control Services

STATEMENT OF WORK 1: JANITORIAL SERVICE (Attachment 1)

FREQUENCY TASK CHART (Attachment 2)

PART I - SECTION D
PACKAGING AND MARKING

THIS SECTION NOT USED

PART I - SECTION E
INSPECTION AND ACCEPTANCE

3.1-1 Clauses and Provisions Incorporated by reference (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").

3.10.4-1 Contractor Inspection Requirements (April 1996)
3.10.4-16 Responsibility for Supplies (April 1996)

3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)
(a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may:

(1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or

(2) terminate the contract for default.

(End of clause)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

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").

3.10.1-9 Stop-Work Order (October 1996)

3.6.1-7 Limitations on Subcontracting (July 2008)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.

(b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:
Contractor Subcontractor
Direct Labor $ _____ $ _____
Allowable Overhead _____ _____
Subtotal (A) _____ (B) _____
Labor G&A @_____% _____ _____
Total Labor Costs (C) _____ (D) _____

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)* in space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula (D)/(C) + (D), calculate the subcontracting labor cost percentage.

*You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's

costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for item (D), though you should still breakdown the contractor's costs.

(End of clause)

SO-F-1 PERIODS OF PERFORMANCE

Base Period:	October 1, 2012 - September 30, 2013 (12 months)
First Option Year:	October 1, 2013 - September 30, 2014 (12 months)
Second Option Year:	October 1, 2014 - September 30, 2015 (12 months)
Third Option Year:	October 1, 2015 - September 30, 2016 (12 months)
Fourth Option Year:	October 1, 2016 - September 30, 2017 (12 months)

(End of clause)

SO-F-2 PLACE(S) OF PERFORMANCE

Federal Aviation Administration
Air Traffic Control Tower
14045 Airport Road
Gulfport, MS 39503 4703

(End of clause)

3.3.1-1 Payments (April 1996)
The FAA shall pay the Contractor, upon the submission of proper invoices, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified, payment shall be made upon acceptance of partial deliveries or any portion of the work delivered or rendered for which a price is separately stated in the contract.

(End of clause)

3.3.1-17 Prompt Payment (September 2009)
Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, invoice payment means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a) (3) (i) through (a) (3) (viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a) (6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed and applicable contract line item.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(4) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a) (4) (i) through (a) (4) (iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) The interest penalty shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, referred to as the 'Renegotiation Board Interest Rate,' (It is published in the Federal Register semiannually on or about January 1 and July 1), which is applicable to the period in which the amount becomes due. The interest penalty amount, interest rate and the period for which the interest penalty was computed, will be separately stated by the designated payment office on the check, in accompanying remittance advice, or, in the case of wire transfers, by an appropriate electronic data message accompanying the wire transfer. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) Any period of delay caused by incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.
(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Federal Aviation Administration (FAA) contract disputes resolution procedures. Interest penalties of less than $1.00 need not be paid.
(iv) Interest penalties will not accrue for more than one year.

(v) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Contract disputes, and any interest that may be payable, will be resolved in accordance with FAA contract disputes resolution procedures.

(6) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a) (5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(b) Contract Financing Payments.

(1) For purposes of this clause, contract financing payments mean Government disbursements of monies to a Contractor under a contract clause or other authorization without regard to acceptance of supplies or services by the Government. Contract financing payments include but are not limited to payments made according to commercial terms and installment payments. They also include interim vouchers under T&M, labor-hour, and cost reimbursement contracts (regardless of whether goods or services were delivered and received by the Government).

(2) For contracts that provide for contract financing payments, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Payments shall be made on the 30th day after receipt of a proper payment request by the designated billing office. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) Contract financing payments, except for interim vouchers for services under T&M, labor hour, or cost reimbursement contracts, shall not be assessed an interest penalty for payment delays.
(4) For purposes of computing late payment interest penalties for interim vouchers for services under T&M, labor hour, or cost reimbursement contracts, the due date for payment is the 30th day after FAA receives a proper invoice. If the invoice is found to be improper, it will be returned within 7 days after the date FAA receives the invoice.

(c) If this contract contains the Fast Payment Procedures, payments will be made within 15 days after the date of receipt of the invoice.

(End of Clause)

3.10.1-22 Contracting Officer's Technical Representative (January 2008)
(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 on behalf of the Contracting Officer under this contract.

(End of Clause)

SO-G-1 APPROVALS

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

SO-G-2 INVOICES

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

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

   Example: **4 months @ $_____per month = $ _____for total contract period.**
   Contract Period: October 1, 2012 through September 30, 2013

7. Contract Number DTFAEN-13-C-XXXXX

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

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

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

SO-G-3 MODIFICATION PROPOSALS-PRICE BREAKDOWN

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

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.4.1-10 Insurance - Work on a Government Installation (July 1996)
(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing by letter or certificate of insurance, reflecting the FAA's contract number, that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective:

(1) for such period as the laws of the State in which this contract is to be performed prescribe, or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies (reflecting the FAA's contract number to ensure proper filing of documents) available to the Contracting Officer upon request.

(End of clause)

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)
In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class Monetary Wage-Fringe Benefits

Janitor $11.16 + $3.50 = $14.66

(End of clause)

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:

_____ _____
_____ _____
_____ _____

[List key personnel and/or facilities]

(End of clause)

3.14-2 Contractor Personnel Suitability Requirements (January 2011)

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

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

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

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

POSITION	RISK LEVEL
Supervisor	**1**
Janitor	**1**

© If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.
The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

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

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

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

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

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

Federal Aviation Administration
Southern Region
Attention: ASO-750C
1701 Columbia Avenue
College Park, Georgia 30337

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

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

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

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

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

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph © of this Clause.

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

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

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

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

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

(End of Clause)

3.14-3 Foreign Nationals as Contractor Employees (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

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

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days

after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold **$250.00** for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

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

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

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the **Contracting Officer (CO), COR, and Investigative and Security Branch, ASO-750A, Tel: (404) 305-6770**. Electronic keying cards are handled in the same manner as metal keys.

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

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the **Contracting Officer, Eddie Wright, Jr.** Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting the **Contracting Officer, Eddie Wright, Jr., 1701 Columbia Ave, College Park, GA 30337 (404) 305-5760.**

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

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

(End of Clause)

3.14-5 Sensitive Unclassified Information (SUI) (July 2008)
(a) Sensitive information must be restricted to specific contractors who:
(1) Have a need "to know" to perform contract tasks;
(2) Are authorized to receive the SUI;
(3) Meet personnel suitability security requirements to access sensitive information; and
(4) Successfully complete a Document Security Notice and SUI Request Form.

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

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

(End of clause)

SO-H-1 SECURITY

Security/ID Application. The Operator and each person requesting a full time or permanent part time position under this contract must submit to the CO a Records and Identification Inquiry police report for arrest warrants within the Shelby County Sheriffs Office. The police report must satisfactorily reflect **NO RECORD OF ARREST** and/or **NO WANTS** before that person will be considered for employment. **This is at the expense of the employee or Operator**, not the Government.

Once a satisfactory police report has been received for a potential contract employee, the applicant will be required to complete/provide:

- **One set of DOT F 1681**, Identification Card/Credential Application
- **Two sets of FD-258**, Fingerprint Application Chart

Completed documents shall be submitted to the CO who in turn forwards them to the Regional Security Officer for investigation. The Operator and their full time and permanent part time employees cannot start work until the Regional Security Office has completed their investigation and notified the CO that the individual has been authorized "interim suitability" for employment. The background investigation will continue through higher channels and notification of a favorable or unfavorable outcome will be provided to the CO for action.

Once cleared for interim suitability the applicant will be advised to present themselves to the PIV Office within the facility to begin the application for a PIV badge.

Display of ID Badge. All contract employees shall wear/displayed their FAA ID badge at all times while on FAA property. ID badges must be worn above the waist, on the front of the body, and on the outermost clothing at all times. If a badge is lost or stolen, notify the CO or COTR to coordinate for a replacement badge. Badges are to be returned immediately to the CO or COTR at any time a contract employee has been permanently removed from employment under this contract.

Facility Entry. Facility access shall be granted after presenting FAA identification media to facility security officers. If FAA identification media cannot be presented, a temporary blue and white "EMPLOYEE – NO ESCORT" badge may be issued after the employee's status and identity are verified by security officers. A government-issued picture ID with expiration date must be presented to verify identity.

Visitors and Temporary Employees. All persons without an approved FAA ID will be processed as a visitor. Visitor must be approved by an ARTCC FAA manager via the Visitor Announcement form. All visitors will be required to produce a *government-issued photo ID with an expiration date* to verify their identity. Non-US citizens require two weeks advance notification to the ARTCC Facility Security Coordinator (FSC) due to having additional entry requirements which must be met. Non-US citizens will not be allowed entrance or escort unto facility grounds until all entry requirements have been met and approved. **Continuous escort is required for visitors and temporary employees (not working in excess of 180 hours) while on facility grounds**. The Operator or another appropriately badged employee may provide continuous escort for the visitor. Visitors shall not normally be permitted to park within the facility fence.

Vehicle Identification. All motorized vehicles owned/operated by contract personnel that require access within the fenced area of the facility must be registered with the facility and have a parking decal affixed to it. To register a vehicle the owner must present the following information to the Parking Permit Officer:

- Proof of employee (or FAA contractor) status,
- Valid driver's license, and
- State vehicle registration or rental car agreement.

The Memphis ARTCC parking decal must be visibly displayed on the driver's side of the vehicle's windshield at all times the vehicle is on facility property. Motorcycle decals must be hung on the front of the vehicle.

Parking decals are registered to, and identify, a particular vehicle. Decals must not be transferred or swapped from vehicle to vehicle. Parking decals are accountable property and must be returned immediately to the CO or COTR at any time a contract employee has been permanently removed from employment under this contract.

Parking. The Operator and employees are permitted to park their registered vehicles in the designated areas on the west side of the facility. Long-term parking (even for trailers or other equipment) is not permitted unless authorized by the Facility Manager or the Facility Security Coordinator. Parking is prohibited in areas designated as Fire Lanes, Loading Zones, No Parking Zones or Clear Zones. Parking spaces marked HANDICAPPED are to be used only by those vehicles with a FAA Handicapped Permit, which must be registered with the Parking Permit Officer. Parking spaces marked GOV are reserved for government-owned vehicles.

Vehicle Towing. When a vehicle registered to an employee/contractor is found to be parked illegally, s/he shall be identified and counseled on proper parking at the facility. Continued parking violations may result in towing

of the vehicle from facility grounds at owner's expense. Unregistered vehicles, or vehicles without a properly displayed FAA-approved parking permit, may be towed without warning and at owner's expense. If a vehicle is found to be an obstruction or in the way (i.e. for work projects), the facility may, after exhausting all reasonable options, choose to tow a vehicle from facility grounds at the owner's expense. The owner/operator of the towed vehicle will be responsible for all fees charged by the towing company, even if the vehicle is moved after the towing company has been called.

Load/Unload Parking. The Operator will be allowed to park on the EAST side of the facility near or at the back dock to load and unload supplies to or from their vehicle for a limited period of time (not to exceed ONE hour) without prior authorization from the COTR or FSC.

Office Access. After award of the contract, the Contractor, through the CO, shall provide the FSC with a list of contract employee's name and area(s) they will be needing access to in order to perform work. The FSC will provide the Contractor with a spreadsheet showing the building locations and access privileges granted to each employee. Janitorial workers shall ensure they have vacated an area according to the hours of access specified for each location.

Some buildings and office areas can only be cleaned during administrative hours of 7:00a.m. to 3:30p.m., Monday-Friday. Janitorial workers may clean any office/area during administrative hours if the door is open or unlocked, whether the office/area is occupied or not. If an office/area is locked during administrative hours, then the janitorial worker may request assistance from anyone in the vicinity to open the door for them to clean in that area. However, if no one is available or declines to give them access, then the janitorial worker is NOT to clean the room, and is to notify their supervisor at the end of their shift of what areas were not cleaned. The janitorial supervisor will contact the COTR after they have made THREE attempts to gain access to clean an office/area. The COTR will then contact the occupant of that area to coordinate a scheduled cleaning arrangement. Janitorial contract workers shall not sign out or borrow keys from anyone to gain access to locked doors or secure areas.

There is to be no working or lingering of janitorial personnel before or after their shifts.

Facility Security Plan. Each contract employee is required to receive both initial and annual briefings on the Memphis ARTCC Facility Security Plan. Every employee (both FAA and contract) is bound by the guidance, direction and requirements set forth in this document. Willful violation or disregard for the tenants of this order shall not be tolerated.

SO-H-2 INSURANCE

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

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

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

Each policy shall include the following provision:

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

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

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

SO-H-3 CORRESPONDENCE

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

SO-H-4 PERMITS AND LICENSES

The contractor shall determine specific permitting and license requirements where the contract works is to be performed, and provide for the effects, if any, that these requirements may have on the offer, or contract performance. Failure of the contractor to ascertain these requirements beforehand will not excuse noncompliance nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of Clause)

SO-H-5 SUPERVISION

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

(End of Clause)

PART II - SECTION I
CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by reference (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").

3.1.7-1 Exclusion from Future Agency Contracts (August 1997)
3.1.7-2 Organizational Conflicts of Interest (August 1997)
3.1.7-4 Organizational Conflict of Interest (February 2009)
3.1.7-5 Disclosure of Conflicts of Interest (February 2009)
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)
3.2.5-1 Officials Not to Benefit (April 1996)
3.2.5-3 Gratuities or Gifts (January 1999)
3.2.5-4 Contingent Fees (October 1996)
3.2.5-5 Anti-Kickback Procedures (October 2010)
3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
3.3.2-1 FAA Cost Principles (October 1996)
3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration (February 2009)
3.6.2-2 Convict Labor (April 1996)
3.6.2-9 Equal Opportunity (August 1998)
3.6.2-28 Service Contract Act of 1965, as Amended (October 2010)
3.6.2-30 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (April 1996)
3.6.2-39 Trafficking in Persons (January 2008)
3.6.3-3 Hazardous Material Identification and Material Safety Data (April 2009)
3.6.3-7 Waste Reduction Program (July 2008)
3.6.3-16 Drug Free Workplace (February 2009)
3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)
3.8.2-11 Continuity of Services (October 2008)
3.10.1-7 Bankruptcy (April 1996)
3.10.1-25 Novation and Change-Of-Name Agreements (October 2007)
3.10.2-1 Subcontracts (Fixed-Price Contracts) (April 1996)
3.10.3-2 Government Property - Basic Clause (April 2004)
3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
3.13-5 Seat Belt Use by Contractor Employees (January 1999)
3.13-11 Plain Language (July 2006)
3.13-13 Contractor Policy to Ban Text Messaging While Driving (February 2011)

3.2.2.3-44 Physical Data (July 2004)
Data and information the FAA (we, us) provides or refers to below is for the Contractor's (your) information. We are not responsible for your interpretation of or conclusions based on the data or information. Further, we do not warrant construction methodology which may be included in these documents.

(a) The descriptions of physical conditions on the drawings and in the specifications are the result of site investigations by visual observations by the designers.
(b) Contractor shall familiarize himself/herself with existing conditions and limitations applicable to construction site access.

3.2.4-34 Option to Extend Services (April 1996)
The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

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 30 days; 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 6 (months) 5 (years).

(End of clause)

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)
Funds are not presently available for performance under this contract beyond September 30, 2011. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 System for Award Management (August 2012)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to

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

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

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

(End of Clause)

3.3.1-36 Availability of Funds - Option Periods under a Continuing Resolution (April 2008)
Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

(End of Clause)

3.6.2-40 Nondisplacement of Qualified Workers (April 2009)
(a) The contractor and its subcontractors must, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors must determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b), there must be no employment opening under this contract, and the contractor and any subcontractors must not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors must make an express offer of employment to each employee as provided herein and must state the time within which the employee must accept such offer. In no case must the period within which the employee must accept the offer of employment be less than 10 days.

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

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

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

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

has failed to perform suitably on the job.

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

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

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract must also include provisions to ensure that the subcontractor will provide the contractor with the information about employees of the subcontractor needed by the contractor to comply with this clause. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; however, if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

(End of clause)

3.6.2-41 Employment Eligibility Verification (September 2009)
(a) Definitions:

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

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

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

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

(b) Enrollment and verification requirements.
(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--
(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in

the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later
(but see paragraph (b) (4) of this section).
(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--
(i) All new employees.
(A) Enrolled 90 calendar days or more.
The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the
contract, within 3 business days after the date of hire (but see paragraph (b) (3) of this section); or
(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal
agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b) (1) or (b) (2), respectively, except that any requirement for verification of new employees applies only
to new employees assigned to the contract.
(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--
(i) Enrollment in the E-Verify program; or
(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a
suspension or debarment official by the terminating agency.
(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--
(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

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

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

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

3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

3.9.1-1 Contract Disputes (September 2009)

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

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

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

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

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

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

(End of clause)

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)
(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding

liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government:

(i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and

(ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor:

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1-year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by:

(1) the amount of payments previously made and

(2) the contract price of work not terminated.

The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit,

restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of setting and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (i) above; and

(iii) A sum, as profit on subdivision (i) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(h) The cost principles and procedures, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(i) The Contractor may file a claim with the Federal Aviation Administration Office of Dispute Resolution based on any determination made by the Contracting Officer under paragraph (d), (f), or (k), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (k), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f), or (k), the Government shall pay the Contractor:

(1) the amount determined by the Contracting Officer if there is no right to file a claim or if no claim has been filed, or

(2) the amount finally determined allowable by the Office of Dispute Resolution.

(j) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(k) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(l) (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(m) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

3.2.2.3-44 Physical Data (July 2004)
Data and information the FAA (we, us) provides or refers to below is for the Contractor's (your) information. We are not responsible for your interpretation of or conclusions based on the data or information. Further, we do not warrant construction methodology which may be included in these documents.

(a) The descriptions of physical conditions on the drawings and in the specifications are the result of site investigations by visual observations by the designers.
(b) Contractor shall familiarize himself/herself with existing conditions and limitations applicable to construction site access.

(End of clause)

Janitorial Service
Air Traffic Control Tower and Base Building, Gulfport, MS

SO-J-1 STATEMENT OF WORK 1: JANITORIAL SERVICE (Attachment 1)

SO-J-2 FREQUENCY TASK CHART (Attachment 2)

SO-J-3 WAGE RATE DETRMINATION-Number 2005-2301, Rev 12, dated 06/13/2012, (Attachment 3)

SO-J-4 BUSINESS DECLARATION (Attachment 4)

SO-J-5 DELPHI VENDOR ENTRY WORKSHEET (Attachment 5)

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

SCOPE OF WORK
FOR JNAITORIAL SERVICE
AT THE GULFPORT AIR TRAFFIC CONTROL
TOWER (ATCT) AND BASE BUILDING

1. SCOPE. The intent of these specifications is to outline the minimum requirements for janitorial services to be performed at the Gulfport Air Traffic Control Tower (ATCT) and Base Building (approximately 13,000 square feet).

2. GENERAL INFORMATION. The building in which the work of this contract is to be performed is occupied by Government officials and employees and is visited daily by many persons who are required to conduct business with the Government. For the protection of the building and its equipment, and the facilitation of the business to be conducted therein, first quality cleaning will be required. Hasty and careless performance of the work will not be tolerated. Evidence of such practices as dirt in corners, mop splashes on baseboards, and work that is otherwise sloppy and unsatisfactory will be called to the attention of the contractor who will be required to clean up the areas in question and take steps to improve the overall results in the future. Failure by the contractor to comply with such request will result either in the corrective work being done by the Government employees and the cost charged to the contractor, or in the termination of the contract, or both as provided elsewhere herein.

3. STANDARD OF SERVICES. The standard of cleanliness to be maintained will be at the discretion of the Technical Operations System Support Center' Manager or his/her designated representative. The contractor will be required to attend a conference prior to the start of this contract with the Contracting Officer's Assigned Point of Contact for the purpose of resolving the work schedule, the equipment supply lists, and any other part of this contract. The contractor must contact the Technical Operations System Support Center' Manager or his/her designated representative to determine the name of the individual who will represent the Government and arrange for the time of the pre-contract conference. Whenever the term "Building Superintendent" is mentioned, it must be construed to mean the Technical Operations System Support Center' Manager or his/her designated representative.

4. GOVERNMENT FURNISHED PROPERTY. Electrical power will be furnished by the Government from existing power outlets (wall outlets only) for the contractor to operate such equipment as is necessary in the performance of his work. The Government will also make available to the contractor the use of hot and cold water in the amount necessary to accomplish the work and a central vacuum system installed in the TRACON and ATC Tower Cab.

5. CONTRACTOR FURNISHED PROPERTY. The contractor will be required to supply hand soap, paper towels, toilet tissue and deodorizers in the quantities required. The contractor will also be required to furnish all mechanical and electrical apparatuses (buffer, vacuum, etc.), carts, hand tools, cleaning and dusting materials, plastic bags, waxes, solvents, rags, steel wool, ash receptacle sand and disinfectants, etc. The contractor must submit a complete list of all such items he intends to use prior to the start of this contract for approval of the Contracting Officer's Assigned Point of Contact. Material Safety Data Sheets (MSDS) must, where applicable, be provided to the Contracting Officer's Assigned Point of Contact for any supplies/materials brought into the facility. These sheets are provided by the supplier and should be available at the time of purchase. The contractor must comply with the FAA's Hazard Communication Program. The contractor must also properly identify all equipment and maintain this equipment in proper working order. The contractor must use Spartan Upper Limits or an equal non-skid floor wax with

a percentage of solids not less than 25%. The wax must be buffed with a high-speed (RPM speed not less than 2000 RPM) finishing buffer.

6. SUPERVISION. The contractor is responsible to see that all scheduled work is accomplished either by being present or by periodic visits and inspections of the areas covered by the contract. As a minimum, the contractor is required to be present monthly for a walk-through inspection of the facility. The date and time of this inspection must be mutually determined by the Contracting Officer's Assigned Point of Contact and the contractor. If in the opinion of the Contracting Officer's Assigned Point of Contact, the supervision furnished by the contractor is not satisfactory, the contractor will be so notified in writing and will be placed on a two weeks' notice to correct the supervisory deficiency. The contractor is required to provide to the Contracting Officer's Assigned Point of Contact a 24-hour telephone number so that the contractor can be reached in an emergency or in the event daily tasks are not performed on schedule.

7. WORK SCHEDULE. It may become necessary on occasion that the contractor or his representative will be instructed to cease operation. Recognition must be taken of this "stop work" order and the contractor will not be penalized because the normal work which otherwise would have been accomplished during the interval has been neglected. The security of the building will be maintained by the contractor at all times. Work by the contractor will be performed during normal duty hours. The contractor will enter and depart the building after finishing work through the front entrance. No exterior doors will be opened by the contractor.

8. SECURITY. The security of the building will be maintained by the contractor at all times. Work by the contractor will be performed during normal duty hours. The contractor will enter and depart the building after finishing work through the front entrance. No exterior doors will be opened by the contractor.

9. SCHEDULE OF WORK. This schedule of work is not inclusive of all required services. The contractor is expected to perform such cleaning tasks as may be necessary to maintain a clean professional appearance of the facility. The following schedule of work is the expected minimum and sets the frequency for those tasks:

   a. DAILY WORK. Perform the following work for all areas Monday through Saturday, excluding holidays (six times per week):

      (1) Floor or urn type ash receptacles must be screened to remove butts.

      (2) Sweep and mop lavatory floors with cleaner-disinfectant solution. Clean gum and other stains from floor and drain grids.

      (3) Check and add soap to liquid soap dispensers in all restrooms.

      (4) Clean mirrors in the restrooms.

      (5) Sweep all tile floors in base building, elevator, and tower using a clean dust mop. Remove any spills or unsightly spots that may be present with a damp mop. Use a broom to sweep under tables, desks, workbenches and other areas not accessible to a dust mop.

      (6) Empty all trashcans. Replacing the liners as needed.

      (7) Sweep and vacuum stairs from upper elevator landing to tower cab.

      (8) Pick up paper, cigarette butts, and other debris on entrance sidewalk (front and back), loading dock area, and patio area.

(9) Clean drinking fountains in base building and tower.

(10) Damp mop tile floors in break room in base building and tower.

(11) Clean and wipe all break room tables, chairs and countertops.

(12) Wash and clean all wash bowls, urinals, toilet bowls and bowl seats using a cleaner-disinfectant solution. Wipe counter tops with damp cloth. Empty waste receptacles in restrooms and replace the liners.

(13) Replenish paper towels in kitchen area and towels and toilet tissue in restrooms.

(14) Vacuum carpet in Tower Cab and TRACON.

(15) Vacuum carpet in conference room and administrative offices.

(16) Clean and polish elevator doors and panels, drinking fountains, and stainless trash receptacles in bathrooms with bright metal polish.

b. WEEKLY WORK. The following work must be performed each Monday (excluding holidays when tasks must be performed on the following Tuesday):

(1) Spot-wash walls/partitions around commodes and urinals in restrooms with a suitable cleaner

(2) Spot-clean carpeting whenever needed in Tower Cab, TRACON room and all offices.

(3) Damp mop, spray a solution of diluted wax on tile, and machine buff all tile floors (including the elevator floor) making sure this process removes all scuff marks and stains. A high-gloss finish should be visible at all times. Do not let wax get on baseboards.

(4) Replace urinal and commode cakes, if necessary.

(5) Sweep outside entrances, patio floor and landing around front and rear doors and remove trash resulting from sweeping.

(6) Feather dust bookcases and file cabinets.

c. TWICE WEEKLY WORK. The following work must be performed on Monday and Thursday (excluding holidays):

(1) Dust all administrative areas and tower link areas including window sills.

d. MONTHLY WORK. The following work must be performed the first Monday of each month:

(1) Wash glass panes in entrance area, including interior and exterior doors, both sides and glass panels in corridor and break room. Clean bottom sills.

(2) Dust louvers, grills, vents, sills, etc., using vacuum cleaning attachments.

(3) Sweep clean all steps and floor landing areas from top to bottom using sufficient quantities of a wax base sweeping compound so as to remove all dust and dirt.

(4) Replace sand in urn style ash receptacles with clean sand.

e. QUARTERLY WORK. The following work must be performed the second week of June, September, December and March:

(1) Dust and wash all walls and partitions in restrooms with cleaner/disinfectant and wipe dry.

(2) Dust and spot wash all walls in hallways, landings, and stairway (including handrails) leading to Tower Cab. Dust and spot-wash all marks and fingerprints from all walls, leaving a neat and clean appearance.

(3) Wash wastebaskets in a solution of water, detergent odor counter-actor and disinfectant. Rinse and dry.

(4) Thoroughly strip all tile floors and baseboards, including elevator, then seal and re-wax with an approved wax. Do not get wax on baseboards. Machine buff all tile floors. Scrub bathroom floors and clean tile grout.

f. SEMI-ANNUAL WORK. The following work must be performed during the third week of March and September:

(1) Shampoo all carpets.

(2) Vacuum all vinyl and upholstered furniture in all offices, break room and training room using attachments to clean behind and between cushions and openings. Clean all stains and spots from fabric using suitable upholstery cleaner.

(3) Clean curtains and blinds.

g. ANNUAL WORK. The following work will be performed the first two weeks in March:

(1) Wash clean all walls and partitions in corridors, landings, upper stairway, offices, rest rooms, and elevator.

(2) Clean all light fixtures and clean cobwebs or dust motes from all ceiling areas.

10. WORK REQUIREMENTS. The Contracting Officer's Assigned Point of Contact will meet with the contractor and establish suitable times for required and specified cleaning tasks. Major tasks such as floor stripping and waxing must be performed at night.

NOTE: The contractor must inform himself/herself of the difficulties attendant upon the cleaning of security areas in the building covered by this contract and include in his/her bid all costs in connection herewith. This topic will be discussed during the walk-through of the facility. The control room, electronic equipment room, and tower cab are designated security areas. The work performed in these areas is directed toward the control and separation of air traffic in the area. The importance of this operation cannot be overstressed. Interference of any kind by the contractor, his/her employees or equipment will not be tolerated. The inadvertent flipping of a switch or turning of a dial could result in the loss of a human life. The contractor will NOT clean electronic devices and, under no circumstances, use fluids of any nature closely thereto, without the approval of the Manager, Technical Operations System Support Center, Gulfport, Mississippi.

a. GENERAL REQUIREMENTS:

(1) Clean all waste containers by washing or damp wiping inside and out at such a rate that all will be taken care of once each 30 days or more often if objectionable odor is present.

(2) Contractor must furnish plastic bags to accommodate all waste paper, bottles, cups, and break room garbage, etc. Containers must be covered and placed in the location provided by the FAA. This waste must be removed from the premises according to the collection schedule. All waste containers used in the building will be lined with plastic bags and replaced daily. All trash placed in the dumpster will be in plastic bags and tied. All cardboard boxes will be broken down and flattened before placing in trash containers.

(3) The contractor must collect and remove from the building all packing material and empty shipping containers as directed by the Contracting Officer's Assigned Point of Contact.

(4) The contractor must provide adequate supervision at all times to insure complete and satisfactory performance in accordance with the terms of the contract.

(5) The contractor and his/her employees will be subject to all rules and regulations relative to entering and leaving the building and to parking in authorized spaces provided.

(6) The contractor will be responsible for seeing that his/her employees do not displace papers on desks, open desk drawers or cabinets, or use telephones provided for official Government use. Papers moved to permit dusting must be returned to their approximate original placement. No personnel other than those actually performing or supervising the work to be done must be allowed on the premises.

(7) Storage space, janitor's closets, and locker rooms:

(a) Space available in the building for storage purposes will be assigned to the Contractor for the storage of his/her bulk supplies and the equipment, which he/she will use in the performance of the work of the contract. He/she will be expected to keep this space in a neat and orderly condition. Mop buckets must be rinsed and stored empty.

(b) Janitor's closet may be used by the individual cleaner for storing mops, brooms, dust cloths, and other items. It is required that the closet and the stored equipment be kept scrupulously neat and clean to avoid fire and health hazards. Only minimum supply of paper goods can be stored at any one time due to limited space.

(c) Failure to keep any of the facilities described above in a condition satisfactory to the Contracting Officer's Assigned Point of Contact may result in the withdrawal of the privileges of using them, or the Contracting Officer's Assigned Point of Contact may have them cleaned and the cost of such work charged to the contractor.

(d) The Government will not be responsible for damage to the contractor's stored supplies, materials, or equipment; the supplies, materials or equipment kept in the janitor's closets; or the contractor's employees' personal belongings occasioned by fire, theft, accident, or otherwise.

b. EXPLANATION OF TERMS:

(1) Scrubbing: Whenever it is stated that certain areas are to be scrubbed, unless the scrubbing is otherwise described, it is intended that it be performed by machine or by hand with a brush. The building superintendent will determine which method is used to satisfactory scrub area. The area being scrubbed will be roped off and OSHA approved "Wet Floor" washing sign posted.

(2) Mopping: When wet mop is referred to, it must mean to use a mop and hot or warm water with detergent to remove grime and dirt from the floor and then using a mop and clean

water to remove any dirt or detergent film from the floor so as to leave the floor free of streaks and dirt when dry. Damp mopping is similar to wet mopping except that the amount of water in the mop must be reduced so as to prevent the running of water where it may damage adjacent areas not intended to be wetted. Note: the contractor will provide OSHA approved "Wet Floor" warning signs in all areas being mopped or waxed. Mop water may not be left in the mop bucket and must be emptied daily.

(3) Stripping: Whenever stripping is referred to, it must mean to strip wax floor with a suitable stripping agent using the proper stripping pads. Rinse the floor a minimum of two times using warm water and a clean mop removing all old wax and debris from the floor. After every stripping operation, when the floor is thoroughly clean and dry, a minimum of two coats of an approved floor sealer and three even coats of a heavy duty floor finish must be applied with a clean lint free mop. The mop used for waxing must be kept very clean and used for applying wax only. Also, the mop used for rinsing floor must be kept very clean and used only for this purpose. During stripping process, if any wax residue is left on the baseboards, in corners and around doorframes must be removed and no wax will be allowed on the baseboards during the wax application process.

(4) Waxing: Whenever waxing is referred to, it must mean to apply a minimum of one even coat of a Contracting Officer's Assigned Point of Contact approved heavy-duty wax with a clean mop used only for this purpose. EXCEPTION: After stripping, a minimum of three heavy coats of this wax must be applied. Note: the contractor will provide OSHA approved "Wet Floor" warning signs in all areas being mopped and waxed.

(5) Buffing: Whenever buffing is referred to, it must mean to spray buff with a minimum of one heavy coat of the proper wax. A final buff must be made with a felt pad to give mirror like finish on floors. The buffing machine is required to be a high-speed high-temperature machine capable of producing a high-gloss shine.

(6) Shampoo: Whenever shampoo is referred to, it must mean to clean the carpets using a hot steam/extraction process. The carpet must be vacuumed clean before shampooing. Care must be taken to prevent saturation of carpet with water. Difficult stains and spots must be pre-treated and cleaned by hand if necessary.

11. SPECIFICATIONS FOR JANITORIAL SERVICES:

a. Vacuum Carpet: Vacuum carpet with an industrial type vacuum cleaner. Furniture is not to be removed, but areas under bookcases, desks, etc., must not be allowed to accumulate dust and dirt.

b. Shampoo Carpet: Shampoo the carpet using a suitable hot steam machine and a solution of commercial carpet/rug shampoo mixed with water in the ratio recommended by the shampoo manufacturer. The carpet must be vacuumed clean before shampooing. Care must be taken to prevent saturation of carpet with water.

c. Dust/Sweep Tile Floor: Keep floors clean either by dust mop or by vacuum cleaner. Tile floors must be cleaned with a dust attracting dust mop. Care must be taken to keep corners and areas adjacent to furniture and equipment clean.

d. Mop Floor: Mopping must mean to use a mop and hot or warm water with detergent to remove grime and dirt from the floor and then using a mop with clean water, remove any dirt or detergent film from the floor so as to leave the floor free of streaks and dirt when dry.

e. Mop/Buff Tile Floor: Damp mop and polish the floor to remove traffic marks. Temper overall floor luster to uniform appearance.

f. Mop/Wax/Buff Tile Floor: Mop floors and add wax to heavily used areas and buff to produce an even, clean and uniform appearance. Do not apply wax over soil, smudges, or other marks.

g. Mop/Strip/Wax/Buff Tile Floor: Consists of planned and scheduled maintenance of floors by cleaning and removal of old wax and the application of wax and polishing the waxed area. Non-permanent items will be moved from the area during waxing and returned after completion.

h. Clean Plumbing Fixtures and Mirrors: Remove residue from fixtures and clean and polish to present a cleaned and polished appearance. Mirrors must be cleaned and wiped dry to leave a clean surface free of streaks or smudges.

i. Collect Paper and Trash: Remove trash from waste receptacles. Remove boxes or other materials left in disposal areas. Remove and dispose of trash in accordance with local requirements.

j. Spot-Clean Walls/Partitions: Remove smudge marks on surfaces by using appropriate cleaning products.

k. Clean Furniture: Dust or damp wipe upholstered furniture. Wash un-upholstered furniture.

l. Replenish Soap and Paper Dispensers: Refill liquid hand soap containers. Check soap dispensers for proper operation, clean as required. Provide soap bars as required. Paper dispensers will be refilled as required to provide availability.

m. Clean Light Fixtures and Spot-Clean Walls and Ceilings: Remove buildup dust from fixtures, ceilings, and walls using appropriate cleaning methods.

n. Dust: Remove dust from furniture, windowsills, and other low surfaces using a suitable dusting agent. Do not simply move the dust around, remove it. No electronic equipment will be dusted. Papers or working materials will not be disturbed during the dusting process.

o. Wash Windows (Inside): Windows will be cleaned and left free of smudges or marks. Cleaning solutions used must not produce a film.

p. Clean Venetian/Vertical Blinds: Wash blind slats and clean the tapes and cords by brushing with a stiff brush or by washing. Clean surface of blinds to keep dust free.

q. Clean Glass Walls: Remove dirt or smudges and leave surfaces clean and free of film.

r. Clean Glass Doors: Remove handprints on metal and glass surfaces. Clean glass and leave free of film.

s. Clean Bright Metals: Clean and polish bright metal such as doorknobs, door hand releases, and trims.

t. Police Trash: Pick up trash and dispose of in accordance with local requirements.

u. Vacuum or Sweep Floor: Vacuum exposed carpet with an industrial type vacuum cleaner. Furniture is not to be moved. Carpet under furniture is to be cleaned with a whiskbroom as needed. Sweep non-carpeted floors using a push broom or dust mop.

v. Vacuum Wall Carpets: Vacuum exposed carpet with an industrial type vacuum cleaner. No equipment is to be moved to facilitate cleaning.

12. SPECIAL NOTES:

a. For the purpose of this contract, the following are specified as Legal Holidays:

(1) New Year's Day (January 1st)
(2) Martin Luther King's Birthday (3rd Monday in January)
(3) Presidents' Day (3rd Monday in February)
(4) Memorial Day (last Monday in May)
(5) Independence Day (July 4th)
(6) Labor Day (1st Monday in September)
(7) Columbus Day (2nd Monday in October)
(8) Veteran's Day (November 11th)
(9) Thanksgiving Day (4th Thursday in November)
(10) Christmas Day (December 25th)

Attachment 2

Gulfport Tower and Base Building

	DAILY Mon-Sat	TWICE WEEKLY Mon/Thurs	WEEKLY Mon	MONTHLY 30 Days	QUARTERLY 90 Days	SEMI-ANNUAL 180 Days	ANNU 365 Da
Floor or urn type ash receptacles shall be screened to remove butts, etc.	X						
Sweep and mop lavatory floors with cleaner-disinfectant solution; Clean gum and other stains from floor and drain grids.	X						
Check and add soap to liquid soap dispensers in all restrooms	X						
Clean mirrors in all restrooms	X						
Sweep all tile floors in base building, elevator, and tower using a clean dust mop	X						
Remove any spills or unsightly spots that may be present with damp mop	X						
Use a broom to sweep under tables, desks, and workbenches	X						
Empty all trash cans and replace liners if necessary	X						
Sweep stairs and vacuum from upper elevator landing to cab	X						
Pick up paper, cigarette butts, and other debris on entrance sidewalk (front and back), loading dock area, and patio area	X						
Clean drinking fountains in base building and tower	X						
Clean and damp mop tile floors in break room and ready room	X						
Clean and wipe all break room tables, countertops, and chairs	X						
Wash and clean all bowls, urinals, toilet bowls, and bowl seats using a cleaner-disinfectant solution	X						
Empty waste receptacles in restrooms and replace liners	X						
Replenish towels in kitchen area, towels and toilet paper in restrooms	X						
Vacuum carpet in tower cab and TRACON	X						

Gulfport Tower and Base Building

	DAILY	TWICE WEEKLY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL
	Mon-Sat	Mon/Thurs	Mon	30 Days	90 Days	180 Days	365 Days
Vacuum carpet in conference room and administrative offices	X						
Clean and polish elevator doors, panels, metal trim, and drinking fountains, trash receptacles with metal polish	X						
Dust all admin areas, tower link including window sills		X					
Feather dust bookcases and file cabinets			X				
Spot-wash walls/partitions around commodes and urinals in restrooms			X				
Spot-clean carpet in tower cab, TRACON, and all offices whenever needed			X				
Damp mop and spray a solution of diluted wax on tile floors and machine buff all tile floors, including elevator floor			X				
Replace urinal and commode cakes if necessary			X				
Sweep outside entrances, patio floor, and landing around front and rear doors; remove trash resulting from sweeping			X				
Wash glass panels in entrance area, including interior and exterior doors, both sides and glass panels in corridors and break room. Clean bottom sills.				X			
Dust louvers, grills, vents, sills, etc., using vacuum cleaning attachments				X			
Sweep clean all steps and floor landings from top to bottom				X			
Replace sand in all urn style ash receptacles				X			
Dust and wash all walls/partitions in restrooms					X		
Dust and spot-wash all walls in hallways, landings, and stairways					X		
Wash waste baskets in a solution of water And detergent					X		

Gulfport Tower and Base Building

	DAILY	TWICE WEEKLY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNU
	Mon-Sat	Mon/Thurs	Mon	30 Days	90 Days	180 Days	365 D
Thoroughly strip all tile floors and baseboards including							
elevator; wax, seal, and re-wax with an approved wax					X		
Scrub bathroom floors and clean tile grout					X		
Shampoo all carpets						X	
Vacuum all vinyl and upholstered furniture in all offices;							
clean stains/spots from fabric using a suitable							
upholstery cleaner						X	
Clean curtains and blinds						X	
Wash clean all walls/partitions in corridors, landings,							
upper stairway, offices, restrooms and elevator							X
Clean all light fixtures and clean cobwebs or dust							
motes from all ceiling areas							X

Attacment 3

WD 05-2301 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane C. Koplewski Division of Director Wage Determinations	Wage Determination No.: 2005-2301 Revision No.: 12 Date Of Revision: 06/13/2012

State: Mississippi

Area: Mississippi Counties of George, Hancock, Harrison, Jackson, Pearl River, Stone

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.39
01012 - Accounting Clerk II		15.08
01013 - Accounting Clerk III		16.77
01020 - Administrative Assistant		18.76
01040 - Court Reporter		14.61
01051 - Data Entry Operator I		10.76
01052 - Data Entry Operator II		12.08
01060 - Dispatcher, Motor Vehicle		15.59
01070 - Document Preparation Clerk		11.31
01090 - Duplicating Machine Operator		11.31
01111 - General Clerk I		11.03
01112 - General Clerk II		12.04
01113 - General Clerk III		13.67
01120 - Housing Referral Assistant		16.29
01141 - Messenger Courier		9.56
01191 - Order Clerk I		12.09
01192 - Order Clerk II		14.67
01261 - Personnel Assistant (Employment) I		13.54
01262 - Personnel Assistant (Employment) II		15.14
01263 - Personnel Assistant (Employment) III		16.89
01270 - Production Control Clerk		18.74
01280 - Receptionist		11.19
01290 - Rental Clerk		10.82
01300 - Scheduler, Maintenance		13.06
01311 - Secretary I		13.06
01312 - Secretary II		14.61
01313 - Secretary III		16.29
01320 - Service Order Dispatcher		12.47
01410 - Supply Technician		18.10
01420 - Survey Worker		13.80
01531 - Travel Clerk I		11.65
01532 - Travel Clerk II		12.37
01533 - Travel Clerk III		12.97
01611 - Word Processor I		13.29
01612 - Word Processor II		14.92
01613 - Word Processor III		16.69
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.73
05010 - Automotive Electrician		17.59
05040 - Automotive Glass Installer		16.90

05070 - Automotive Worker	16.90
05110 - Mobile Equipment Servicer	15.49
05130 - Motor Equipment Metal Mechanic	18.27
05160 - Motor Equipment Metal Worker	16.90
05190 - Motor Vehicle Mechanic	19.39
05220 - Motor Vehicle Mechanic Helper	14.84
05250 - Motor Vehicle Upholstery Worker	16.20
05280 - Motor Vehicle Wrecker	16.90
05310 - Painter, Automotive	17.59
05340 - Radiator Repair Specialist	16.90
05370 - Tire Repairer	12.36
05400 - Transmission Repair Specialist	18.27
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.15
07041 - Cook I	10.34
07042 - Cook II	11.28
07070 - Dishwasher	8.77
07130 - Food Service Worker	8.41
07210 - Meat Cutter	13.16
07260 - Waiter/Waitress	8.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	13.10
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	13.94
09110 - Furniture Repairer, Minor	15.20
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.14
11060 - Elevator Operator	9.14
11090 - Gardener	12.62
11122 - Housekeeping Aide	10.53
11150 - Janitor	10.53
11210 - Laborer, Grounds Maintenance	10.96
11240 - Maid or Houseman	8.89
11260 - Pruner	10.35
11270 - Tractor Operator	12.20
11330 - Trail Maintenance Worker	10.96
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12010 - Ambulance Driver	14.53
12011 - Breath Alcohol Technician	15.99
12012 - Certified Occupational Therapist Assistant	18.30
12015 - Certified Physical Therapist Assistant	16.64
12020 - Dental Assistant	13.64
12025 - Dental Hygienist	26.82
12030 - EKG Technician	24.24
12035 - Electroneurodiagnostic Technologist	24.24
12040 - Emergency Medical Technician	14.53
12071 - Licensed Practical Nurse I	14.30
12072 - Licensed Practical Nurse II	15.99
12073 - Licensed Practical Nurse III	17.83
12100 - Medical Assistant	13.23
12130 - Medical Laboratory Technician	13.98
12160 - Medical Record Clerk	12.63
12190 - Medical Record Technician	14.22
12195 - Medical Transcriptionist	13.85
12210 - Nuclear Medicine Technologist	30.24
12221 - Nursing Assistant I	9.73
12222 - Nursing Assistant II	10.94
12223 - Nursing Assistant III	11.94

12224 - Nursing Assistant IV		13.40
12235 - Optical Dispenser		15.66
12236 - Optical Technician		12.82
12250 - Pharmacy Technician		13.17
12280 - Phlebotomist		13.52
12305 - Radiologic Technologist		21.02
12311 - Registered Nurse I		22.23
12312 - Registered Nurse II		25.94
12313 - Registered Nurse II, Specialist		27.19
12314 - Registered Nurse III		32.89
12315 - Registered Nurse III, Anesthetist		32.89
12316 - Registered Nurse IV		39.42
12317 - Scheduler (Drug and Alcohol Testing)		19.82
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		16.83
13012 - Exhibits Specialist II		20.86
13013 - Exhibits Specialist III		25.61
13041 - Illustrator I		16.83
13042 - Illustrator II		20.86
13043 - Illustrator III		25.61
13047 - Librarian		23.09
13050 - Library Aide/Clerk		9.77
13054 - Library Information Technology Systems Administrator		20.86
13058 - Library Technician		12.78
13061 - Media Specialist I		15.05
13062 - Media Specialist II		16.83
13063 - Media Specialist III		18.77
13071 - Photographer I		12.74
13072 - Photographer II		14.25
13073 - Photographer III		17.66
13074 - Photographer IV		21.74
13075 - Photographer V		26.13
13110 - Video Teleconference Technician		14.62
14000 - Information Technology Occupations		
14041 - Computer Operator I		14.48
14042 - Computer Operator II		16.20
14043 - Computer Operator III		18.76
14044 - Computer Operator IV		20.07
14045 - Computer Operator V		22.22
14071 - Computer Programmer I	(see 1)	20.43
14072 - Computer Programmer II	(see 1)	25.30
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.48
14160 - Personal Computer Support Technician		20.07
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		27.76
15020 - Aircrew Training Devices Instructor (Rated)		33.59
15030 - Air Crew Training Devices Instructor (Pilot)		40.14
15050 - Computer Based Training Specialist / Instructor		27.76
15060 - Educational Technologist		34.22
15070 - Flight Instructor (Pilot)		40.14
15080 - Graphic Artist		19.42
15090 - Technical Instructor		19.73
15095 - Technical Instructor/Course Developer		22.52
15110 - Test Proctor		15.92
15120 - Tutor		15.92

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.97
16030 - Counter Attendant	8.97
16040 - Dry Cleaner	10.38
16070 - Finisher, Flatwork, Machine	8.97
16090 - Presser, Hand	8.97
16110 - Presser, Machine, Drycleaning	8.97
16130 - Presser, Machine, Shirts	8.97
16160 - Presser, Machine, Wearing Apparel, Laundry	8.97
16190 - Sewing Machine Operator	11.00
16220 - Tailor	11.65
16250 - Washer, Machine	9.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.58
19040 - Tool And Die Maker	21.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.50
21030 - Material Coordinator	18.74
21040 - Material Expediter	18.74
21050 - Material Handling Laborer	11.36
21071 - Order Filler	11.80
21080 - Production Line Worker (Food Processing)	15.50
21110 - Shipping Packer	12.52
21130 - Shipping/Receiving Clerk	12.52
21140 - Store Worker I	14.79
21150 - Stock Clerk	16.50
21210 - Tools And Parts Attendant	15.50
21410 - Warehouse Specialist	15.50
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.47
23021 - Aircraft Mechanic I	23.29
23022 - Aircraft Mechanic II	24.47
23023 - Aircraft Mechanic III	25.68
23040 - Aircraft Mechanic Helper	18.92
23050 - Aircraft, Painter	22.06
23060 - Aircraft Servicer	20.66
23080 - Aircraft Worker	21.56
23110 - Appliance Mechanic	18.58
23120 - Bicycle Repairer	12.36
23125 - Cable Splicer	22.88
23130 - Carpenter, Maintenance	17.95
23140 - Carpet Layer	14.76
23160 - Electrician, Maintenance	19.75
23181 - Electronics Technician Maintenance I	20.75
23182 - Electronics Technician Maintenance II	21.51
23183 - Electronics Technician Maintenance III	22.25
23260 - Fabric Worker	17.20
23290 - Fire Alarm System Mechanic	20.09
23310 - Fire Extinguisher Repairer	16.49
23311 - Fuel Distribution System Mechanic	21.51
23312 - Fuel Distribution System Operator	16.76
23370 - General Maintenance Worker	14.91
23380 - Ground Support Equipment Mechanic	23.29
23381 - Ground Support Equipment Servicer	20.66
23382 - Ground Support Equipment Worker	21.56
23391 - Gunsmith I	16.49
23392 - Gunsmith II	17.92
23393 - Gunsmith III	19.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.90
23411 - Heating, Ventilation And Air Contditioning	19.16

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	18.79
23440 - Heavy Equipment Operator	16.03
23460 - Instrument Mechanic	19.91
23465 - Laboratory/Shelter Mechanic	18.58
23470 - Laborer	11.36
23510 - Locksmith	18.22
23530 - Machinery Maintenance Mechanic	20.21
23550 - Machinist, Maintenance	18.65
23580 - Maintenance Trades Helper	15.22
23591 - Metrology Technician I	19.91
23592 - Metrology Technician II	20.59
23593 - Metrology Technician III	21.20
23640 - Millwright	19.82
23710 - Office Appliance Repairer	16.72
23760 - Painter, Maintenance	15.08
23790 - Pipefitter, Maintenance	18.47
23810 - Plumber, Maintenance	17.40
23820 - Pneudraulic Systems Mechanic	19.91
23850 - Rigger	19.91
23870 - Scale Mechanic	17.92
23890 - Sheet-Metal Worker, Maintenance	18.08
23910 - Small Engine Mechanic	13.96
23931 - Telecommunications Mechanic I	24.20
23932 - Telecommunications Mechanic II	27.78
23950 - Telephone Lineman	20.70
23960 - Welder, Combination, Maintenance	17.57
23965 - Well Driller	18.90
23970 - Woodcraft Worker	19.91
23980 - Woodworker	17.07
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.61
24580 - Child Care Center Clerk	11.40
24610 - Chore Aide	11.01
24620 - Family Readiness And Support Services Coordinator	15.82
24630 - Homemaker	12.19
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.60
25040 - Sewage Plant Operator	16.13
25070 - Stationary Engineer	19.60
25190 - Ventilation Equipment Tender	15.23
25210 - Water Treatment Plant Operator	15.97
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.21
27007 - Baggage Inspector	11.23
27008 - Corrections Officer	12.80
27010 - Court Security Officer	15.40
27030 - Detection Dog Handler	15.38
27040 - Detention Officer	12.80
27070 - Firefighter	17.64
27101 - Guard I	11.23
27102 - Guard II	15.38
27131 - Police Officer I	15.75
27132 - Police Officer II	17.50
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.14
28042 - Carnival Equipment Repairer	12.75
28043 - Carnival Equpment Worker	9.60
28210 - Gate Attendant/Gate Tender	14.28
28310 - Lifeguard	12.19

28350 - Park Attendant (Aide)		15.97
28510 - Recreation Aide/Health Facility Attendant		11.66
28515 - Recreation Specialist		19.61
28630 - Sports Official		12.72
28690 - Swimming Pool Operator		17.32
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		20.56
29020 - Hatch Tender		19.81
29030 - Line Handler		19.81
29041 - Stevedore I		19.70
29042 - Stevedore II		21.36
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.91
30022 - Archeological Technician II		20.08
30023 - Archeological Technician III		24.82
30030 - Cartographic Technician		26.10
30040 - Civil Engineering Technician		18.35
30061 - Drafter/CAD Operator I		18.63
30062 - Drafter/CAD Operator II		21.06
30063 - Drafter/CAD Operator III		23.45
30064 - Drafter/CAD Operator IV		28.86
30081 - Engineering Technician I		16.25
30082 - Engineering Technician II		18.24
30083 - Engineering Technician III		20.44
30084 - Engineering Technician IV		25.28
30085 - Engineering Technician V		31.68
30086 - Engineering Technician VI		37.41
30090 - Environmental Technician		23.70
30210 - Laboratory Technician		18.70
30240 - Mathematical Technician		25.12
30361 - Paralegal/Legal Assistant I		15.77
30362 - Paralegal/Legal Assistant II		19.54
30363 - Paralegal/Legal Assistant III		23.91
30364 - Paralegal/Legal Assistant IV		28.92
30390 - Photo-Optics Technician		25.12
30461 - Technical Writer I		24.33
30462 - Technical Writer II		27.26
30463 - Technical Writer III		32.98
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	23.45
30621 - Weather Observer, Senior	(see 2)	25.12
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		9.59
31030 - Bus Driver		14.48
31043 - Driver Courier		12.79
31260 - Parking and Lot Attendant		8.66
31290 - Shuttle Bus Driver		13.37
31310 - Taxi Driver		10.09
31361 - Truckdriver, Light		13.37
31362 - Truckdriver, Medium		15.35
31363 - Truckdriver, Heavy		18.33
31364 - Truckdriver, Tractor-Trailer		18.33
99000 - Miscellaneous Occupations		

99030 - Cashier	8.64
99050 - Desk Clerk	9.43
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	13.56
99252 - Laboratory Animal Caretaker II	13.95
99310 - Mortician	22.74
99410 - Pest Controller	12.79
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	14.77
99711 - Recycling Specialist	16.34
99730 - Refuse Collector	13.46
99810 - Sales Clerk	11.54
99820 - School Crossing Guard	13.99
99830 - Survey Party Chief	16.49
99831 - Surveying Aide	10.91
99832 - Surveying Technician	14.98
99840 - Vending Machine Attendant	13.25
99841 - Vending Machine Repairer	15.07
99842 - Vending Machine Repairer Helper	12.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.71 per hour or $148.40 per week or $643.07 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 5 years; and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage

determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment 4

BUSINESS DECLARATION

1 Name of Firm: _____ Tax Identification No.: _____

2 Address of Firm: _____ DUNS No.: _____

3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____

4 a. Name of Person Making Declaration _____

b. Telephone Number of Person Making Declaration _____

c. Position Held in the Company _____

5 Controlling Interest in Company *("X" all appropriate boxes)*

☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American

☐ e. Other Minority *(Specify)* _____ ☐ f. Other *(Specify)* _____

☐ g. Female ☐ h. Male ☐ i. 8(a) Certified *(Certification letter attached)* ☐ j. Service Disabled Veteran Small Business

6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

☐ a. Yes ☐ b. No *(If "NO," provide the name and telephone number of the person who has this authority.)*

_____

7 Nature of Business *(Specify all services/products (NAIC))* _____

8 (a) Years the firm has been in business _____ (b) No. of Employees _____

9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership

☐ c. Other *(Explain)* _____

10 Gross receipts of the firm for the last three years:

a.1. Year Ending: _____ b.1. Gross Receipts _____

a.2. Year Ending: _____ b.2. Gross Receipts _____ a.3. Year Ending: _____ b.3. Gross Receipts _____

11 Is the firm a small business? ☐ a. Yes ☐ b. No

12 Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No

13 Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____ ***ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.***

14. a. Signature _____ b. Date: _____

c. Typed Name _____ d. Title: _____

Attachment 5

Revised May 2006

Delphi Vendor Entry Worksheet

**** Bold/Yellow indicates required fields ****

NAME: _____ **PHONE:** _____ **DATE:** _____

E-MAIL ADDRESS: _____

SUPPLIER NAME: _____ ☐ **New** ☐ **Modifying**

TAXPAYER ID: _____ **DUNS or DUNS + 4 NO.** _____

CLASSIFICATION/TYPE: ☐ **No Cost Lease/Award** ☐ **Vendor** ☐ **Federal Agency**

FEDERAL AGENCY LOCATION CODE (ALC): _____ * For New Agencies

GENERAL: Parent Supplier Name: _____

Tax ID Number: _____

ORGANIZATION TYPE:
- ☐ Corporation
- ☐ Government Agency
- ☐ Individual
- ☐ Partnership
- ☐ Foreign Corp / Govt Agency / Indiv / Partner
- ☐ Reimbursable Non-Govt (Supplier/Grant Sponsor/State & Local Govt)

CCR: VENDOR IS REGISTERED: ☐ Yes ☐ No

SUPPLIER SITES: (Additional sites or additional Tax Reporting Address forward as attachment)

☐ New ☐ Adding Site ☐ Modifying Site

Supplier Number: _____ **Supplier Site Name:** _____

Country: United States **Other:** _____

Address _____

_____

_____

_____

City: _____ **State:** _____

County: _____ **Zip Code:** _____

PAYMENT: Payment Method: Electronic ☐ Check ☐ (Waiver Required)

SITE USES AND TELEPHONE:

Purchasing Site ☐ Pay Site ☐ Primary ☐

Voice (Area Code & Number) ___-___-_____

Fax (Area Code & Number) ___-___-_____

Note: Provide this information only if obtained at Contract award.

SUPPLIER CONTACTS:

1. Last Name: _____ First: _____ MI _____
   Title: _____ Telephone: ___-___-_____

2. Last Name: _____ First: _____ MI _____
   Title: _____ Telephone: ___-___-_____

BANK:

Bank Name: _____

Account Name: _____

Bank ABA Routing No: _____

Account Number: _____

Account Type Checking ☐ Savings ☐

EFT Form → Fax to AMZ 405-954-6944

PAST PERFORMANCE QUESTIONNAIRE

Agency: Federal Aviation Administration
Address: **Eastern Logistic Service Area**
1701 Columbia Ave. (ASO-52)
College Park, GA 30337
Attn: Eddie Wright, Jr., Contracting Officer
Phone: (404) 305-5760
Fax: (404) 305-5774
E-mail: eddie.wright@faa.gov

I. CONTRACT INFORMATION

Name/Address of company being evaluated:

_____
_____
_____

INSTRUCTIONS

In Sections II, III, IV, and V please use the following rating schedule for evaluation of the Contractor's performance in each area listed: **Outstanding / Satisfactory / Unsatisfactory**

For each question/item under Sections II, III, IV, and V, choose the adjective that best describes the contractor's work on the project. Provide your comments on the comment lines. If a specific question/item does not pertain to your contract, write "N/A." The adjective scale is defined below:

Outstanding - Contractor clearly excels in performing the requirements of the contract.

Satisfactory - Contractor meets all requirements of the contract.

Unsatisfactory - Contractor did not meet the requirements of the contract.

II. OVERALL CONTRACT PERFORMANCE

Rating _____

Comment

_____
_____

III. TECHNICAL PERFORMANCE

1. Did the Contractor respond positively and promptly to technical direction and/or technical revisions to the contract?

Rating_____

Comment

_____
_____

2. Did the Contractor submit accurate and complete reports, furnish deliverables, and complete work on time?

Rating _____

Comment

_____

_____

3. Did the Contractor display the ability to identify and solve technical problems that arose during contract performance in an effective and expeditious manner?

Rating _____

Comment

_____

_____

IV. MANAGEMENT PERFORMANCE

1. Was the Contractor able to recruit and maintain qualified and reliable personnel for the duration of the contract? Was recruitment timely? Was turnover rate low?

Rating _____

Comment

_____

_____

2. Was the Contractor able to accurately estimate and control costs of the contract, including subcontract costs?

Rating_____

Comment

_____

_____

3. Was the Contractor able to manage the overall performance of the contract? Include items such as, planning, scheduling, monitoring, billing and reporting.

Rating_____

Comment

_____

_____

V. CUSTOMER SATISFACTION

1. How would you rate the Contractor's ability to demonstrate a cooperative, business-like attitude and concern with the interests of your agency or company?

Rating_____

Comment

_____

_____

2. Was the contractor ever given a cure notice, show cause notice, suspension of progress payments, letter of direction, or other written notification of unsatisfactory performance or progress?

Yes/No_____

Comment

_____

_____

3. Would you recommend the Contractor for another contract award?

Yes/No_____

Comment

_____

_____

VI. NARRATIVE SUMMARY

Please use the following space to add any other information not included above that you feel would be beneficial to the Federal Aviation Administration concerning award of this contract.

Comment

_____

_____

_____

VII. CLIENT INFORMATION

The following information refers to the individual completing the questionnaire:

_____

Name and Title *(Printed)*

_____

Organization *(Agency or Company)*

_____

Phone Number

_____

Signature and Date

Thank you for your time and effort to help us evaluate the Contractor's Past Performance.

Please return the completed questionnaire to me via e-mail (eddie.wright@faa.gov) or fax on (404-305-5774.

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

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").

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)
(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

(i) participated in preparation of proposals for award; or
(ii) are planned to be used during performance; or
(iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

(i) the award; or
(ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.
(2) Exclusion from subsequent FAA contracts.
(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[ ] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[ ] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

_____
Authorized Representative

_____
Company Name

_____
Date

(End of clause)

3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)
(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

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

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

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

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

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

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

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

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)
By checking the applicable box, the offeror (you) represents that--

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

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

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)
The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:
Name:_____
Title:_____
Phone number:_____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)
(a) Definitions.

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

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

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

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

(c) Taxpayer Identification Number (TIN).

[ ] TIN: _____
[ ] TIN has been applied for.
[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of a Federal, state, or local government;
[ ] Other--State basis. _____.

(d) Corporate Status.

[ ] Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
[ ] Other corporate entity
[ ] Not a corporate entity
[ ] Sole proprietorship
[ ] Partnership
[ ] Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

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

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

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

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently
required to make full payment.
(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not
required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.2.5-2 Independent Price Determination (October 1996)
The offeror warrants that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to

(i) those prices,

(ii) the intention to submit an offer, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been knowingly disclosed by the contractor, directly or indirectly, to any other competitor before receipt of offers unless otherwise required by law; and

(3) No attempt has been made by the contractor to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)
In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)
(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

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

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

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

(End of provision)

3.6.2-8 Affirmative Action Compliance (April 1996)
The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (February 2011)
(a) Definition.
"Person"?
(1) Means?
(i) A natural person;
(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

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

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)
(a) Definitions. As used in this clause

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

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

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

DUNS OR DUNS+4 NUMBER: _____

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

(1) An offeror may obtain a DUNS number

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

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

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

(i) Company legal business.

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

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

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

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

(End of provision)

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

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").

3.2.2.3-1 False Statements in Offers (July 2004)
3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
3.2.2.3-13 Submission of Information/Documentation/Offers (July 2004)
3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
3.2.2.3-17 Preparing Offers (July 2004)
3.2.2.3-18 Prospective Offeror's Requests for Explanations (February 2009)
3.2.2.3-19 Contract Award (July 2004)
3.4.1-7 Notice to Proceed (April 1996)
3.8.2-9 Site Visit (April 1996)

3.2.2.3-20 Electronic Offers (July 2004)
(a) The offeror (you) may submit responses to this SIR by the following electronic means: Read Only CD. Your offer must arrive at the place and by the time specified in the SIR.

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

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
(e) Send your offer electronically to the address listed on page 1 in Block 7.
(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 Type of Contract (April 1996)
The FAA contemplates award of a Firm Fixed Price contract resulting from this Screening Information Request.

(End of provision)

`**3.9.1-3 Protest** (November 2002)
AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

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

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

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be 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 an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

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

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

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

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

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

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

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

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

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

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The

protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

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

(End of provision)

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

The NAICS code for this acquisition is **561720** and the Size Standard is **$16.5** million average annual receipts.

(End of provision)

SO-L-2 HANDCARRIED OFFERS

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

(End of provision)

SO-L-3 REQUIRED DOCUMENTS

The contractor MUST return the following completed documents as part of its offer:

a) Cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or a detailed summary of all exceptions taken.

b) **SF33, Solicitation, Offer, and Award**

c) **SF 36, Continuation Sheet, Schedule of Bid Items**

d) **Section K, Representations, Certifications, & Other Statements of Offerors**

e) **Proposal**
The offeror's proposal must be submitted in three **(3)** Volumes:

1. Technical proposal
2. Past Performance and Experience
3. Financial Condition and Company information

Each of the parts shall be separate and complete so that evaluation of each may be accomplished independently. Proposals will be submitted in one copy of each format: electronic format on a read only CD and hard copy. Font shall be in Times New Roman or Arial and will be between a 10-12 pitch. The proposal must be succinct, well written and presented in a clear straightforward manner in an 8.5 x 11 format and include a Table of Contents for each volume..

1. Technical Proposal. Offerors are required to submit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in the Statement of Work (SOW). Offerors are cautioned to be responsive to all of the requirements of the SOW and provide sufficient information to allow evaluation of the proposals as listed in this SIR. Proposals must clearly demonstrate how the Offeror intends to accomplish the project and must include convincing rationale and substantiation of all claims. For ease of evaluation, offerors are to submit the technical proposal organized into the following three parts:

A. Plan of Action and Statement of Understanding. The offeror must submit a plan of action and statement of understanding in two (2) parts:

a) Plan of Action--The offeror shall present a plan of action that describes the performance of Janitorial Services. This should demonstrate the ability to perform the tasks that are required in the SOW and include the detail outlined in the Frequency Task Chart. Transition detail will be included in the Plan of Action to layout the tasks and activities that need to take place to efficiently transition with minimum interruptions and maximum success in fulfilling the requirements outlined in the SOW.

b) Statement of Understanding--The offeror shall submit a brief statement that demonstrates that he understands the mission statement and objectives the Government has established for Janitorial Service. This cannot be a repeat or mere summary of the materials provided in this SIR, but rather the offeror's statement of his understanding of the work.

B. Key Personnel / Production Capabilities. The offeror shall identify all key staff as appropriate. Offerors must submit brief profiles of the team, if applicable, which they propose to assign to the services. Key personnel should be identified along with each member's contribution to the project, as well as their commitment to other work underway or planned. Include a simple staffing/organization chart that identifies the various team members and their position on the team. The submission should describe the capabilities, certifications and skills of each member.

C. **Management Plan / Quality Control Plan.** Submit a management plan that explains how the team is organized to respond to the needs described in the SOW. The offeror should identify the overall effort proposed by the company as it relates to other work in which the company may be engaged. In the Quality Control (QC) plan, include a description of how quality, timeliness and budgets shall be tracked and controlled, and the method of interaction and reporting to the Government.

2. Past Performance and Experience. The offeror must demonstrate, through past performance, ability to perform the work described in this SIR for Janitorial/ Grounds Maintenance/Pest Control Services. This is done by showing that they have met creative expectations, successfully executed design development and project management, possess skills, certification and capabilities to execute the tasks, and have been on time and on budget with past projects.

Submit at least three (3) project samples of similar scope and magnitude within the past 5 years, described as follows:

A brief but detailed narrative about the project, no more than three (3) pages, containing but not limited to the following:

Project title
Contract Number
Scope of Work Performed
Federal or Commercial Contract
Client name, phone number and email address
Award Amount
Completion date
Staff involved-Percentage of work subcontracted
Any contractual issues, claims, disputes, and resolutions thereof

This will include: **Past Performance Surveys**

Arrange for <u>at least three (3)</u> past customers to complete and submit directly to the Government customer surveys to be considered by the Government in evaluating your firm's past performance and customer satisfaction. To be considered in offer evaluations, completed customer surveys must be received by the Government no later than the closing date for submission of offers. (**Attachment 6**).

3. Financial Condition and Company Information

Submission will include the CAGE CODE, DUNS NUMBER, BUSINESS SIZE, and TAX ID NUMBER and any additional information that is relevant. Relevant information is any data you choose, sufficient to enable the Government to evaluate the offeror's financial condition and responsibility. Submit bond capacity for an

individual project and total aggregate bond capacity. This volume will include the following forms to be completed: **Business Declaration (Attachment 4) and DELPHI Vendor Entry Worksheet (Attachment 5)**

f) **Insurance Capacity**

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

g) **Available Resources**

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

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

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

(End of provision)

SO-M-1 EVALUATION CRITERIA

(1) The Government intends to award a contract resulting from this Screening Information Request (SIR) to the responsible offeror whose offer submitted in response to, and conforming to this SIR is determined to represent the lowest price technically acceptable to the Government considering price and other factors as listed below. Award will not be based on price alone.
(2) The Government may:
(a) reject any or all offers if such action is in the public interest;
(b) accept other than the lowest offer;
(c) waive informalities and minor irregularities in offers received;
(d) make award without written or oral discussion with offerors;
(e) have discussions with any one offeror, all offerors, or without any discussion.

(3) Proposals will be rated as Acceptable, Marginal or Unacceptable taking in consideration the following factors in relative order of importance:

(a) **Technical Proposal** Offerors are required to submit a comprehensive and complete technical proposal that demonstrates their ability to perform the work described in the Statement of Work and will include the following three parts as detailed in section L.
A. Plan of Action and Statement of Understanding
B. Key Personnel/Production Capabilities
C Management Plan/Quality Control Plan

(b) **Past Performance and Experience** The contractor shall demonstrate past experience in performing similar work. Particularly within the last 5 years and dealing with Janitorial/Ground Maintenance/Pest Control Services. Prior past performance and experience working in FAA facilities will be given added consideration. Also, if your firm does not demonstrate that it has acceptable past experience, then the FAA reserves the right to discontinue further evaluation of this criteria. The government may consider any other verifiable outside information known or learned about the offeror, such as another office's experience with the offeror, or personal knowledge of the offeror's prior performance. In order to evaluate these factors, the solicitation will require offers to provide evidence of past performance in similar projects, including, as a minimum, arranging for the submission of **Past Performance Surveys** by past customers.

(d) **Financial Condition** Submit copies of financial statements, Dun & Bradstreet reports, or other data you choose, sufficient to enable the Government to evaluate your firm's financial condition and responsibility. Submit bond capacity for an individual project and total aggregate bond capacity.

If the offeror fails to submit any of the documentation required in Section L of the solicitation, their offer may be rejected from consideration.

To be eligible for award, the Offeror must be determined to responsible by the Contracting Officer
To be determined responsible, a prospective Offeror must:

- Have or can obtain adequate financial resources to perform a contract;

- Have the ability to meet any required or proposed delivery schedules;
- Have a satisfactory performance history;
- Have a satisfactory record of integrity and proper business ethics;
- Have appropriate accounting and operational controls that may include, but are not limited to: production control, property control systems, quality assurance programs, and appropriate safety programs; and
- Is qualified and eligible to receive an award under applicable laws or regulations.

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