SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NO.	3. TYPE OF SOLICITATION	4. DATE ISSUED	5. REQUISITION PURCHASE NO.
	DTFAAL-08-R-00197	☒ NEGOTIATED (RFP)	12/17/2007	AL-08-00197

6. ISSUED BY
Federal Aviation Administration
Acquisition Management Branch, AAL-59A
222 West 7th Avenue #14
Anchorage, Alaska 99513-7587

7. ADDRESS OFFER TO (*If other than Item 6*)
Address shown in Block 6

ANI Complex

SOLICITATION

8. Sealed offers in original and **1** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6, or if handcarried, to: **Anchorage Federal Building, 222 W 7th Ave, Anchorage AK - Room 358** until **January 23, 2008, 2:30 PM** ___ **local time.**

9. **FOR INFORMATION CALL:**	A. NAME	B. TELEPHONE NO. (*Include area code*) (*NO COLLECT CALLS*)
	Amy Heusser	**907/271-5862**

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OFFER (*Must be fully completed by offeror*)

11. In compliance with the above, the undersigned agrees, 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.

12. DISCOUNTS FOR PROMPT PAYMENT (*See FAA AMS Clause No. 3.3.1-17*)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

13. 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

14. NAME AND ADDRESS OF OFFEROR	15. 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.	16. SIGNATURE	17. OFFER DATE

AWARD (*To be completed by Government*)

18. ACCEPTED AS TO ITEMS NUMBERED	19. AMOUNT	20. ACCOUNTING AND APPROPRIATION	
		21. SUBMIT INVOICES TO ADDRESS SHOWN IN (*4 copies unless otherwise specified*)	ITEM 23

22. ADMINISTERED BY (*If other than Item 7*)	23. PAYMENT WILL BE MADE BY
DOT: Federal Aviation Administration Acquisition Management Branch (AAL-59) Federal Building 222 West 7th Ave., #14 Anchorage, AK 99513	**Federal Aviation Administration** **Attn: Accounts Payable, AMZ-110** **P.O. Box 25710** **Oklahoma City, OK 73125**

24. NAME OF CONTRACTING OFFICER (*Type or print*)	25. **UNITED STATES OF AMERICA** (*Signature of Contracting Officer*)	26. AWARD DATE

IMPORTANT - Award will be made on this form, or on Standard Form 26, or by authorized official written notice.

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

Contractor shall provide all material, supplies, labor, and equipment necessary to provide janitorial services at the FAA's ANI Complex, 4111 West 50th Ave., Anchorage, Alaska in accordance with Part I, Section C, "Scope of Work." Supplies include paper products and dispenser items.

Base Year: Date of award through September 30, 2008

1. Janitorial Service

$_____per month $_____total

Option Year One
October 1, 2008 through September 30, 2009

2. Janitorial Service

$_____per month $_____total

Option Year Two
October 1, 2009 through September 30, 2010

3. Janitorial Service

$_____per month $_____total

Option Year Three
October 1, 2010 through September 30, 2011

4. Janitorial Service

$_____per month $_____total

Option Year Four
October 1, 2011 through September 30, 2012

5. Janitorial Service

$_____per month $_____total

PART I - SECTION C
SCOPE OF WORK

JANITORIAL SERVICES
ANI Complex
4111 West 50th Ave
Anchorage, AK

ALL WORK DESCRIBED HEREIN SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS AND STANDARDS. SERVICES ARE TO BE PERFORMED BETWEEN THE HOURS OF 6:00 P.M. AND 10:00 P.M, THREE DAYS PER WEEK (MONDAY, WEDNESDAY AND FRIDAY) EXCLUDING FEDERALLY DESINATED HOLIDAYS. ALL WORK SHALL BE ACCOMPLISHED AT THE SPECIFIED TIMES EXCEPT BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR AND THE CONTRACTING OFFICER'S REPRESENTATIVE (COR).

All equipment and supplies required for contractor performance shall be Contractor furnished. Supplies include, but are not limited to: hand soap for lavatories, paper products, hand towels, toilet paper, room deodorant spray, garbage bags.

A. THREE TIMES WEEKLY – MONDAY, WEDNESDAY AND FRIDAY

1.Item: Waste Receptacles

Empty all waste from waste receptacles into contractor-furnished plastic bags and wipe receptacles inside and out as necessary. Waste receptacles which have been lined with a plastic bag are not required to be wiped provided no leakage has occurred. Plastic liners are to be changed when stained or soiled. Place sealed plastic trash bags in outside dumpster.

2. Item: Restrooms

Damp wipe all washbasins, faucets, dispensers, plumbing fixtures, tops and bottoms of toilet seats, pipes, walls in the immediate area of washbasins, and spot clean toilet doors and partitions with a solution of water, detergent, odor counteractant and germicide. Pour a quantity of the solution into each toilet bowl and urinal and clean with a bowl brush. Remove stubborn stains in washbasins with a chlorinated powder and remove lime deposits, rust or other stains from toilet bowls and urinals with an acid-type cleaner. **Washbasins, dispensers, etc., are not to be cleaned with the same wash solution if previously used on toilets and/or urinals**. Damp wipe all cleaned surfaces with clean water and wipe dry with a clean cloth. Rinse treated areas thoroughly with clean water after each treatment. Clean mirrors with a commercial glass cleaner and polish with a lint-free cloth. Fill all soap, paper towel and toilet paper dispensers and check to insure proper operation. Vacuum floors and mop with a solution of water, detergent, odor counteractant and germicide.

3.Item: Drinking Fountains

Damp wipe all drinking fountains with a solution of water, detergent, odor counteractant and germicide. Use a chlorinated powder to remove stubborn stains. Damp wipe all cleaned surface with clean water. Polish exterior and hardware with a lint-free cloth.

4. Item: Floors,

Vacuum entry, foyer, hallways, all four stairways, offices, break area, restrooms, and other floors, as coded on building print, with industrial type vacuum cleaner with revolving brush; dust mop first floor designated areas. After vacuuming, mop all tiled and concrete floors with a detergent solution. Remove all spots, stains, marks and streaks with an appropriate cleansing agent from floors, rugs, carpets, and floor matting. Where spots appear, remove with an appropriate industrial grade spot removing solution, using the manufacturer's recommended techniques.

B. WEEKLY – EACH MONDAY (Tuesday if Monday is a holiday)

1. Exterior Areas.

Sweep the two vestibules on the south side of the building, and one vestibule on the north side of the building, and the sidewalk from the steps to the end of the sidewalk. Pick up all debris on the south side and deposit into a dumpster.

2. Break area.

Damp wipe the table, countertops, chairs, and refrigerator with a solution of water and detergent. Rinse with clear water and wipe dry. Clean sink with an approved cleaner. Rinse and wipe dry. Spot clean all cabinet areas and polish with a dry cloth.

C.MONTHLY – DURING THE LAST SEVEN DAYS OF EACH MONTH

1.Glass:

Clean all door, partition, and bookcase glass on both sides (including metal trim) with an approved glass cleaner.

2.Furniture:

Vacuum all chairs, radiators, window blinds and windowsills with a vacuum cleaner attachment. Remove all spots and stains, taking into consideration type of material being cleaned. Dust all desks, cabinets, tables and counters. Tops of desk, tables and counters should be cleaned/polished with appropriate products. Equipment such as radios, projectors, computers, and electronic equipment, setting or stored on shelves and tables, are not to be dusted, moved or handled.

C. SEMI-ANNUAL: To be performed in May and September.

1. Windows and trim: (Including those in the doors)

All exterior wall windows, inside and outside shall be cleaned with appropriate cleaner to ensure clean windowpanes regardless of weather conditions. High windows are not exempt, whether facing on the outside of the building or facing the inside area. Below freezing weather can be expected during cleaning and an appropriate cleaner shall be used to prevent freezing. Wipe away all spillage, drippings, and stains immediately with a damp cloth.

2. Item: Floors, uncarpeted, waxing

Strip all old wax from tiled floors using an appropriate industrial grade wax remover and a brush or steel wool agitation. Remove all marks and stains with an appropriate cleansing agent. Rinse with clean water to remove all wax deposits. Wax with an appropriate nonskid wax, equal or superior to Federal Specification P-W-155A, using the manufacturer's recommended techniques. Buff to a uniform gloss. Remove all wax deposits from furniture legs, cabinets, baseboards and doorjambs.

3. Item: Rugs and Carpet Cleaning

After vacuuming, steam clean all rugs and carpets with an industrial grade carpe cleaner, using manufacturer's recommended techniques. All spots and stains shall be removed. The time for accomplishment will be agreed upon between the contractor and the contracting officer's representative.

4. Item: Walls and doors

Wash all interior walls and doors (includes woodwork, frames, baseboards, partitions, trim, etc.) with a damp sponge or cloth and wipe dry with a clean cloth. Dust catching areas such as door and window louvers, sills, vents, grills shall be cleaned. Protect furniture with drop cloths. Wipe away any stains, spillage and drippings immediately. Return any furniture, pictures, etc., which may have been moved, to their original position.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

SUPERVISION AND INSPECTION:
The Contractor shall arrange for satisfactory supervision of the contract work to assure that all work is performed as required and in a manner which meets or exceeds the established standards. After award, the name and telephone number of the supervisor shall be provided to the Contracting Officer. The supervisor shall be available at all times during the contract period for consultations with the Contracting Officer or Contracting Officer Representative.

INSPECTION AND ACCEPTANCE:
Inspection and acceptance for the FAA will be performed by the Contracting Officer (CO) or the Contracting Officer's Representative (COR). All work performed by the Contractor shall be to the CO or COR's satisfaction. In the event the Contractor fails or refuses to satisfactorily correct a condition of unsatisfactory work performance following notification of such condition by the CO or COR; the Government may make an equitable adjustment to the monthly rate for each calendar day that janitorial services are deemed unsatisfactory and/or may terminate the Contactor's right to proceed. In the event the Contractor cannot be contacted by diligent effort to be advised of unsatisfactory performance, the FAA may, without further notice, consider the work unsatisfactory and make an equitable adjustment to the monthly rate for each day of unsatisfactory janitorial services.

In the event the Contractor fails to perform as specified in the Scope of Work, the FAA may deduct the equivalent of one performance day and related administrative costs for determining the deduction from the monthly rate for each day that janitor services are not performed.

A fixed amount of administrative costs for EACH incident of unsatisfactory performance or nonperformance will be $100.00.

At any time the Contractor fails to meet contract requirements, the **FAA may procure services from another Contractor and will charge any excess costs over and above** the Contractor's rate indicated on the bid schedule(s) against the Contractor's account. Such charges will be deducted from amounts due or to become due, to the Contractor.

Any such action taken will be documented by the FAA and the Contractor will be notified in writing of the action taken. A copy of the invoice for the utilization of replacement equipment will be forwarded to the Contractor for his records.

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)
3.10.1-11 **Government Delay of Work** (April 1996)

F-1
JANITOR'S CLOSET:

A janitor's closet will be made available to the Contractor for storage of equipment and supplies used in the performance of work under this contract. It shall be the Contractor's responsibility to ensure that the storage of materials, equipment and supplies are kept in a safe and orderly manner.

NATIONAL HOLIDAYS:

National Holidays that may be referenced in the Statement of Work are: New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

LICENSES AND PERMITS:

The Contractor (you) must get any necessary licenses and permits, and comply with any Federal, state, and municipal laws, codes, and regulations applicable to the work, at no additional expense to FAA (we). You are also responsible for all damages to persons or property that happen due to your fault or negligence, and you must take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

EQUIPMENT AND SUPPLIES:

The Contractor's equipment shall be of the size and type suitable for operation from existing sources of Government-furnished electrical power and shall have a low-noise level of operation. Equipment considered by the Contracting Officer to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. Any equipment with doubtful, flammable or otherwise harmful qualities shall be referred to the Contracting Officer for consideration and shall not be used prior to approval.

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

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

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

G-1 General

The Basic Contract shall be in effect from the effective date of award to September 30, 2006 with four option years. The option years will be exercised at the discretion of the Government in accordance with clause 3.2.4-35 entitled "Option to Extend the Term of the Contract."

Base Contract Year: Effective date of award through September 30, 2008
Option Year One: October 1, 2008 through September 30, 2009
Option Year Two: October 1, 2009 through September 30, 2010
Option Year Three: October 1, 2010 through September 30, 2011
Option Year Four: October 1, 2011 through September 30, 2012

G-2 Payments

The Contractor shall submit invoices at the end of each month for the services performed for that month listing each item separately in accordance with Part I- Section B, to the following address:

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

Payment will not be processed until the invoice submitted from the Contractor is matched up with the receiving document submitted by the COR.

G-3 Invoice Procedures

The Contractor shall be paid in accordance with the clauses contained in Section I. Invoices submitted by the Contractor should include, at a minimum; the FAA address; the date the invoice was prepared; the contract number; the Contractor's name and address; and a description of the services (s) provided – referencing the appropriate Contract Line Item Number(s) utilized and the dollar amount invoiced against that (or those) CLIN.

G-4 Limitation of Liability

The Contractor shall be liable for and shall at all times indemnify and hold harmless the Government, its officers, agents and employees from and against any and all liability, claims, demands and costs, of whatever kind and nature, for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of performance of this contract, which results in whole or in part from the fault or negligence of the Contractor, subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-1 Service Contract Act and Equal Employment Opportunity – Notice to Employees Working on Government Contracts. Contractors are required to post Equal Employment Opportunity (EEO) and Service Contract Act (SCA) posters at their worksite in a prominent and accessible place to their employees. A copy of the Department of Labor Wage Determination applicable to each contract year must be attached to the SCA poster. Posters can be downloaded at the following website: **http://www.dol.gov/osbp/sbrefa/poster/matrix.htm**

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").

3.1.7-5	**Disclosure of Conflicts of Interest** (May 2001)
3.1.7-6	**Disclosure of Certain Employee Relationships** (October 2006)
3.2.2.3-8	**Audit and Records** (July 2004)
3.2.2.3-37	**Notification of Ownership Changes** (July 2004)
3.2.2.3-75	**Requests for Contract Information** (July 2004)
3.2.2.7-6	**Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (April 1996)
3.2.4-4	**Fixed-Price Contracts with Economic Price Adjustment-Labor and Material** (April 1996)
3.2.5-1	**Officials Not to Benefit** (April 1996)
3.2.5-3	**Gratuities or Gifts** (January 1999)
3.2.5-4	**Contingent Fees** (October 1996)
3.2.5-5	**Anti-Kickback Procedures** (October 1996)
3.2.5-8	**Whistleblower Protection for Contractor Employees** (April 1996)
3.3.1-1	**Payments** (April 1996)
3.3.1-6	**Discounts for Prompt Payment** (April 1996)
3.3.1-9	**Interest** (April 1996)
3.3.1-15	**Assignment of Claims** (April 1996)
3.3.1-17	**Prompt Payment** (January 2003)
3.3.2-1	**FAA Cost Principles** (October 1996)
3.4.1-10	**Insurance--Work on a Government Installation** (July 1996)
3.6.1-7	**Limitations on Subcontracting** (August 1997)
3.6.2-2	**Convict Labor** (April 1996)
3.6.2-9	**Equal Opportunity** (August 1998)
3.6.2-12	**Affirmative Action for Special Disabled and Vietnam Era Veterans** (April 2007)
3.6.2-13	**Affirmative Action for Workers With Disabilities** (April 2000)
3.6.2-14	**Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era** (April 2007)
3.6.2-28	**Service Contract Act of 1965, as Amended** (April 1996)
3.6.2-30	**Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts)** (April 1996)
3.6.2-39	**Trafficking in Persons** (July 2007)
3.6.3-1	**Clean Air and Water Certification** (April 2000)
3.6.4-2	**Buy American Act--Supplies** (July 1996)
3.9.1-1	**Contract Disputes** (November 2002)
3.9.1-2	**Protest After Award** (August 1997)
3.10.1-7	**Bankruptcy** (April 1996)
3.10.1-12	**Changes--Fixed-Price** (April 1996)
3.10.1-25	**Novation and Change-of-Name Agreements** (October 2007)

3.10.6-1 **Termination for Convenience of the Government (Fixed Price)** (October 1996)
3.10.6-4 **Default (Fixed-Price Supply and Service)** (October 1996)
3.13-3 **Printing/Copying Double-sided on Recycled Paper** (April 1996)
3.13-5 **Seat Belt Use by Contractor Employees** (January 1999)
3.14-3 **Foreign Nationals as Contractor Employees** (July 2006)

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 a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(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 09/30/2008. 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 09/30/2008, 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 **Central Contractor Registration** (April 2006)

(a) Definitions. As used in this clause

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

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (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 CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

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

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

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

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

(1) An offeror may obtain a DUNS number
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://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).

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the

CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

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

(A) change the name in the CCR database;
(B) comply with the requirements of T3.10.1.A-8; and
(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

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

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

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

(End of clause)

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration
(October 2005)

(a) Method of payment.
(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:
(i) Accept payment by check or some other mutually agreeable method of payment; or
(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT

information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

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

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

(e) Liability for uncompleted or erroneous transfers.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

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

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

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and

method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)

(a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:

(1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.

(b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c)(1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However , this requirement does not apply in connection with construction or service contracts.

(2) The Offeror will notify the FAA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(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
WG-3502-2	$14.41 plus fringe benefits
WG-3502-3	$15.96 plus fringe benefits

3.14-2 Contractor Personnel Suitability Requirements (July 2006)

(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 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.

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

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. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the

employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. 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 contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Regional and Center Contracts: Contracting Officer

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

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

(e) The Contracting Officer 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. The Contracting Officer will confirm to the SSE that the action has been taken.

(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) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters 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 Contracting Officer 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 this paragraph (l) 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) The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

(o) 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. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

(End of clause)

3.14-3 Foreign Nationals as Contractor Employees (July 2006)

(a) Each employee of the contractor 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)

I – 1 FAA Alaskan Region Government-Issued Keys, Identification Badges, and Vehicle Decals

(a) It may become necessary for the Government to issue keys, identification (ID) 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 shall return all such Government-issued items to the issuing

office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items shall be returned to the Government within three workdays or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, ID cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold $50.00 for each key, ID card, and vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will 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 Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect inventory, or audit ID 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 shall be assumed to be lost and the provisions of section (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the Contracting Officer (CO), COTR, and AAL-750. Electronic keying cards are handled in the same manner as metal keys.
(f) The Federal Aviation Administration (FAA) has installed electronic positive access controls within its facilities. As a result, access control levels and digital photographs of employees and contractors are being added to ID badges (ID Media/Access Cards). The ID media and the access cards are two separate functional items. They are physically attached to one another with adhesive and are issued simultaneously.

(g) Each contract employee, during all times of on-site performance at the ANC ARTCC, shall prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

(1) Prior to any contractor employee obtaining any ID media or vehicle decals, the contractor shall submit complete documentation required under AMS clause 3.14-2, Contractor Personnel Suitability Requirements and shall be approved to begin work by the Servicing Security Element.
(2) To obtain an ID media access card for the first time, each contractor employee is required to submit an APPLICATION FOR ID MEDIA AND ACCESS CARD (AL FORM 1681.1) for processing. The Contractor will receive the necessary forms from the Contracting Officer (CO). The CO will complete Part 2 of the application and forward the form to the contractor to have each contractor employee requiring access to complete Part 1 and sign under "Applicant Signature" in Part 3. Contractor employees requiring access to more than one site shall complete separate AAL 1681 forms for each location. The completed AL FORM 1681.1 is returned to the CO along with a digital photo of the employee. The digital photo may be submitted on a disk or via e-mail to the Security Office at 9-AAL-SECURITY-IDMEDIA@FAA.GOV. In your e-mail message please include the individual's name, contractor name, and contract number for verification purposes. Notify the Contracting Officer if you do not have access to a digital camera. Alternate accommodations may be made. The digital photo must be an up-to-date photograph (taken within the last 6 months), with a head and shoulder view (similar to that of a passport photo), on a white background. The SSE will mail the completed Media card and Personal Identification

Number (PIN) to the Facility Manager for distribution to the contractor. Each employee will be required to sign form 1600-21 after receiving the Media Card.
(3) To replace an ID media access card due to loss, theft, damages, or failure, the contractor shall immediately notify the CO/COTR and the SSE to report the incident. The contractor will be required to complete a "detailed incident report" form and a new AL FORM 1681.1 and submit both to the facility manager or authorizing official. Upon receipt of the replacement ID Media/Access Card, the contractor shall return the previously issued media and sign a new key receipt form.
(h) ID Media/Access Cards will expire with the natural expiration date of the contract. If the contract is extended or renewed, the contractor will follow the procedures outlined for obtaining an ID Media Access Card for the first time. Contractor employees performing under option year contracts will only be issued cards for the initial base year award. Contractors shall submit new AL FORM 1681.1 for each option year the Government elects to exercise. Resubmission of a new digital photograph is not required for option years unless a new contractor employee is added.
(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

	Description:	No. of pages
1.	U.S. Department of Labor Wage Determination No.: 2005-2017, Revision No.: 5 dated 7/25/2007	12
2.	Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995.	11
3.	Fingerprint Card (FD-258)	2
4.	Business Declaration Form	1
5.	Drawing of facility	2

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").

3.2.5-2 Independent Price Determination (October 1996)
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)

3.2.2.3-76 Representation- Release of Contract Information (July 2004)

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)[ ] You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)[ ] You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that [ ] your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)[ ] You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)[ ] As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

[End of Provision]

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a) 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, 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.

(ii) 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.

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

(b) The Offeror 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.

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

(d) Nothing contained in the foregoing 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.

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

(End of provision)

3.3.1-35 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)

3.13-4 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)
3.6.2-35 **Prevention of Sexual Harassment** (August 1998)

3.2.2.3-20 **Electronic Offers** (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means fax or e-mail, 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) You may send your offer electronically to Fax: 907-271-2326, or e-mail address: Amy.Heusser@FAA.gov , .

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer. You MUST call Amy Heusser at 907-271-5862 prior to sending any faxed documents.

(End of provision)

3.2.4-1 **Type of Contract** (April 1996)

The FAA contemplates award of a firm fixed price with economic price adjustment 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)

3.13-1 **Approval of Contract** (April 1996)

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

(End of clause)

L-1 Attachment, SF85P, "Questionnaire for Public Trust Positions" and Attachment , Fingerprint Card FD-258 are for information only. Contractors are not required to complete or return these attachments with their offers.

L-2 Attachment, Business Declaration Form. Contractors are required to complete and submit the Business Declaration Form with their offer.

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

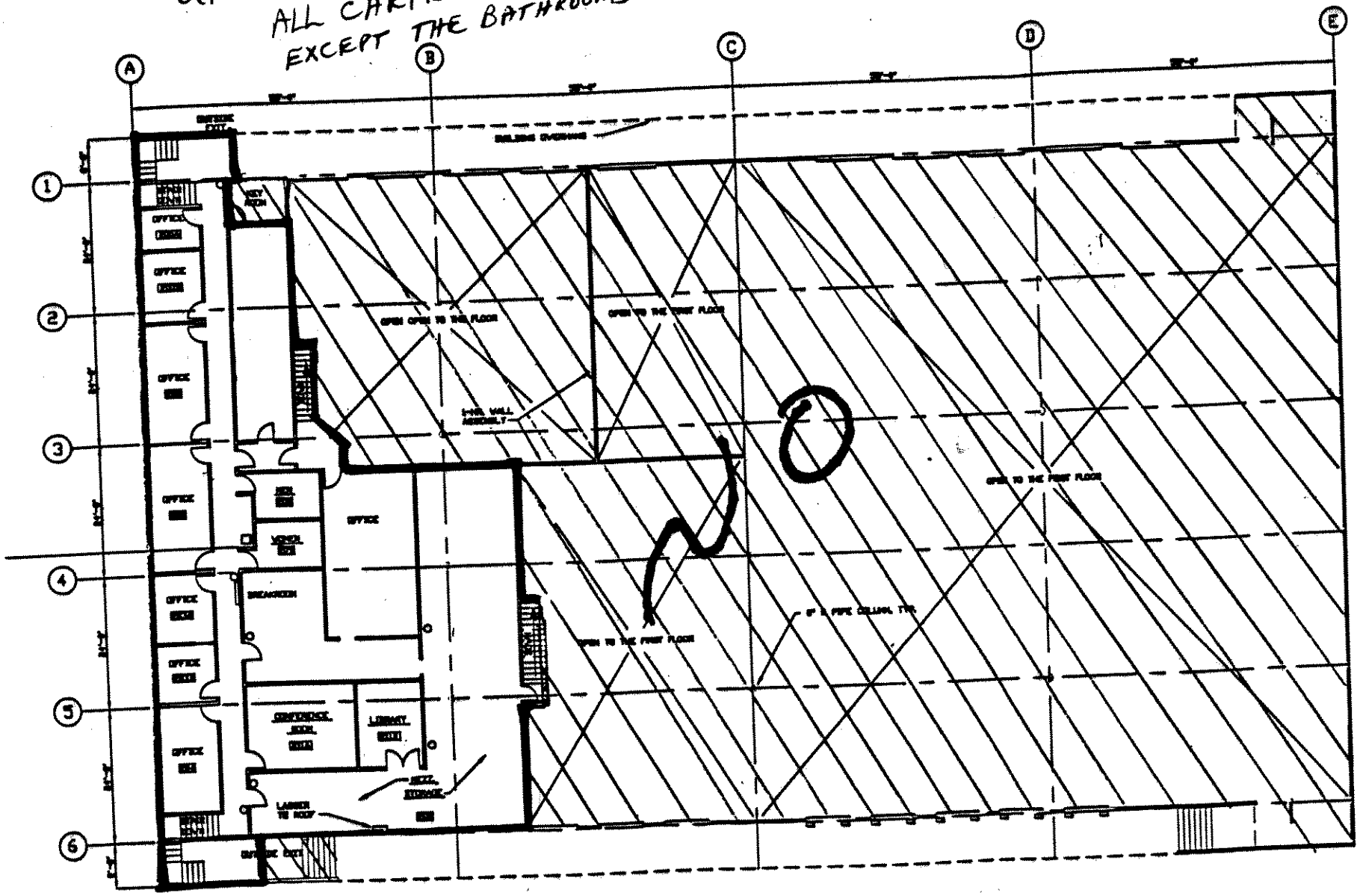
This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors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

3.2.4-31 Evaluation of Options (April 1996)

M-1 Evaluation of Offers

A Contract will be awarded to the responsible, responsive business concern(s) whose offer best meets the Government's requirements as specified, and offers the best value to the Government based on price.

UPSTAIRS
ALL CARPET
EXCEPT THE BATHROOMS

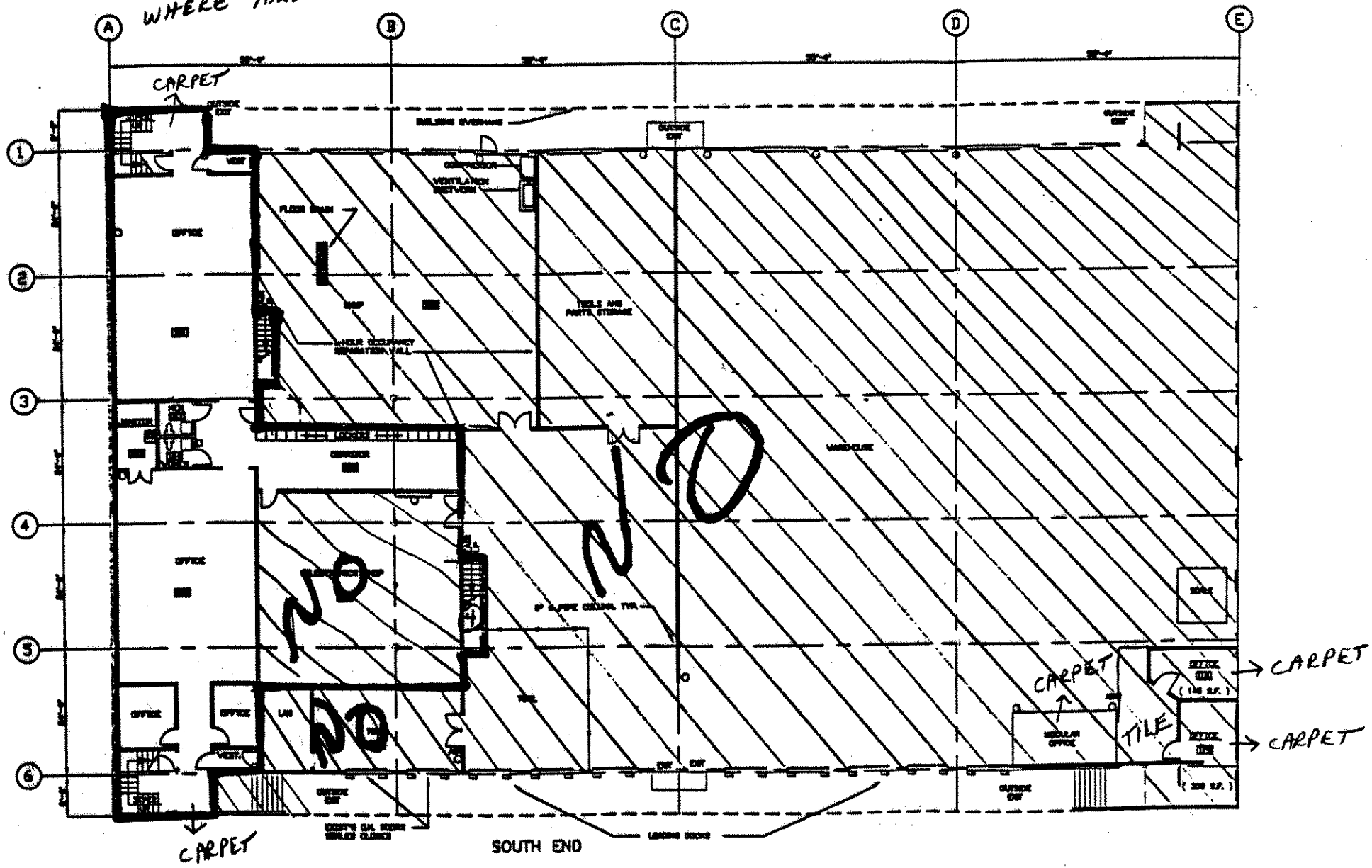


MEZZANINE PLAN - EXISTING

SCALE 3/32" = 1'-0"

NORTH

DOWNSTAIRS
ALL TILE EXCEPT
WHERE ANNOTATED



FIRST FLOOR PLAN – EXISTING

NORTH