SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER ☐ Yes ☐ No	RATING	PAGE 1	OF PAGES 39

2. CONTRACT NO.	3. SOLICITATION NO.	4. THIS IS A: SMALL BUSINESS SET-ASIDE ☒ YES ☐ NO	5. DATE ISSUED	6. REQUISITION/PURCHASE NO..
	DTFAWN-11-R-00206		9/23/2011	AL-12-00113

7. ISSUED BY:	8. ADDRESS OFFER TO (*If other than Block 7*)
DOT FAA **ATT: MIKE AUSTIN, ANM-52** **1601 LIND AVE SW** **RENTON, WA 98057**	

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 _____ until 4PM PDT (Hour) local time 10/4/2011 (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*)
	MIKE AUSTIN	425-227-1282

11. TABLE OF CONTENTS

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☒	A	SOLICITATION/CONTRACT FORM		☒	I	CONTRACT CLAUSES	
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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	
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (*4 copies unless otherwise specified*)	ITEM 7
24. ADMINISTERED BY (*if other than item 7*)		25. PAYMENT WILL BE MADE BY ITEM 7	
26. NAME OF CONTRACTING OFFICER (*Type or print*) R. MICHAEL AUSTIN		27. UNITED STATES OF AMERICA	28. AWARD DATE

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

BID SCHEDULE 1: BASE YEAR – CONTRACT AWARD DATE THROUGH SEPTEMBER 30, 2012

CLIN	Description	Price	Qty	Total
01	Snow plowing with truck and blade	$_____/Hr	350	$_____
02	Snow plowing/removal with front-end loader (CAT 966 or equal)	$_____/Hr	150	$_____
03	Snow plowing with road grader	$_____/Hr	50	$_____
04	Manual snow shoveling by hand or using 4-wheelers with blades	$_____/Hr	250	$_____
05	Ice melt application on sidewalks	$_____/Hr	100	$_____
06	Snow removal by hauling offsite using 10-yard trucks or larger	$_____/Hr	20	$_____
07	Sanding parking lot	$_____/Hr	80	$_____
08	Spring sweep with Hydro-sweeper or equal	$_____/Hr	20	$_____
09	Spring sweep, manual	$_____/Hr	20	$_____
		Total for Base Year		$_____

BID SCHEDULE 2: OPTION YEAR ONE – OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013

CLIN	Description	Price	Qty	Total
01	Snow plowing with truck and blade	$_____/Hr	350	$_____
02	Snow plowing/removal with front-end loader (CAT 966 or equal)	$_____/Hr	150	$_____
03	Snow plowing with road grader	$_____/Hr	50	$_____
04	Manual snow shoveling by hand or using 4-wheelers with blades	$_____/Hr	250	$_____
05	Ice melt application on sidewalks	$_____/Hr	100	$_____

06	Snow removal by hauling offsite using 10-yard trucks or larger	$_____/Hr	20	$_____
07	Sanding parking lot	$_____/Hr	80	$_____
08	Spring sweep with Hydro-sweeper or equal	$_____/Hr	20	$_____
09	Spring sweep, manual	$_____/Hr	20	$_____
		Total for Option Year 1		$_____

BID SCHEDULE 3: OPTION YEAR TWO – OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014

CLIN	Description	Price	Qty	Total
01	Snow plowing with truck and blade	$_____/Hr	350	$_____
02	Snow plowing/removal with front-end loader (CAT 966 or equal)	$_____/Hr	150	$_____
03	Snow plowing with road grader	$_____/Hr	50	$_____
04	Manual snow shoveling by hand or using 4-wheelers with blades	$_____/Hr	250	$_____
05	Ice melt application on sidewalks	$_____/Hr	100	$_____
06	Snow removal by hauling offsite using 10-yard trucks or larger	$_____/Hr	20	$_____
07	Sanding parking lot	$_____/Hr	80	$_____
08	Spring sweep with Hydro-sweeper or equal	$_____/Hr	20	$_____
09	Spring sweep, manual	$_____/Hr	20	$_____
		Total for Option Year 2		$_____

BID SCHEDULE 4: OPTION YEAR THREE – OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

CLIN	Description	Price	Qty	Total
01	Snow plowing with truck and blade	$_____/Hr	350	$_____
02	Snow plowing/removal with front-end loader (CAT 966 or equal)	$_____/Hr	150	$_____
03	Snow plowing with road grader	$_____/Hr	50	$_____
04	Manual snow shoveling by hand or using 4-wheelers with blades	$_____/Hr	250	$_____
05	Ice melt application on sidewalks	$_____/Hr	100	$_____
06	Snow removal by hauling offsite using 10-yard trucks or larger	$_____/Hr	20	$_____
07	Sanding parking lot	$_____/Hr	80	$_____
08	Spring sweep with Hydro-sweeper or equal	$_____/Hr	20	$_____
09	Spring sweep, manual	$_____/Hr	20	$_____
		Total for Option Year 3		$_____

BID SCHEDULE 5: OPTION YEAR FOUR – OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

CLIN	Description	Price	Qty	Total
01	Snow plowing with truck and blade	$_____/Hr	350	$_____
02	Snow plowing/removal with front-end loader (CAT 966 or equal)	$_____/Hr	150	$_____
03	Snow plowing with road grader	$_____/Hr	50	$_____
04	Manual snow shoveling by hand or using 4-wheelers with blades	$_____/Hr	250	$_____
05	Ice melt application on sidewalks	$_____/Hr	100	$_____
06	Snow removal by hauling offsite using 10-yard trucks or larger	$_____/Hr	20	$_____

07	Sanding parking lot	$_____/Hr	80	$_____
08	Spring sweep with Hydro-sweeper or equal	$_____/Hr	20	$_____
09	Spring sweep, manual	$_____/Hr	20	$_____
		Total for Option Year 4		$_____

GRAND TOTAL FOR BASE PLUS FOUR OPTION YEARS: **$_____**

B001. This requirement is subject to the Service Contract Act. Wage determination WD05-2017, Rev. 15, dated 06/17/2011 shall apply to the Base Year (See ATTACHMENT C)

B002. This procurement requirement is a 100% set-aside for Small Businesses. See provision 3.6.1-1 Notice of Total Small Business Set-Aside (January 2010) in Part I - Section I for details.

B003. A site visit is scheduled for Wednesday September 28 at 10:00 AM local time at the Anchorage Air Route Traffic Control Center (ARTCC), located at 700 N. Boniface Parkway. **Attendees must register in advance** by emailing Laurel Lampard at laurel.lampard@faa.gov and include your company name and the names of all employees who will be attending (4 maximum from each vendor). The site visit is recommended but not mandatory.

PART I - SECTION C

SCOPE OF WORK
ANCHORAGE ARTCC SNOW REMOVAL

The Contractor shall furnish all labor, supplies, equipment and materials necessary to perform snow plowing, snow removal, sanding and related services at the FAA Air Route Traffic Control Center located at 700 N. Boniface Pkwy, Anchorage, Alaska, as described in this Scope of Work, the Schedule, and as shown on the Drawing (Attachment #1). Contractor shall be called out by an authorized FAA representative for all snow removal and related services.

Manual Snow Removal: Contractor shall clear all snow to the underlying hard surface. The Contractor shall use hand shovels, snow blowers or other small equipment to remove snow in the areas that preclude the use of heavy equipment. This includes: walkways, emergency exits, stairs, ramps, entrances, flag pole, fire hydrants, walkways between, and on top of the parking medians.

Contractor shall clear a three (3) foot wide path for the following:

1. inside perimeter of fence
2. paths to both wells
3. path to trailer
4. paths from fire hydrants to nearest paved area
5. path to flag pole

Contractor shall clear a three (3) foot wide area around the following:

1. all fire hydrants
2. around flag pole

Contractor shall clear snow from paved area beneath both guard shack roofs, all porches and stairs and ZAN Village (excludes covered ramp area).

Contractor shall use broom, shovel or similar equipment to remove snow from mechanical gate areas, gate mechanisms, and electronic card system mechanisms. Contractor shall ensure electronic gates are free of snow under gates and mechanisms so that gates will open fully.

Ice Melt: Contractor furnished ice melt shall be applied to all areas where snow has been manually removed to include: sidewalks, ramps, entrances, walkways, and top of parking medians. Ice melt shall not be applied around perimeter of fence. The type of ice melt used shall be the brand Premiere Pro-Tcc Plus or equivalent and shall be of the type of ice melt that is not harmful to vegetation or grass. Ice melt shall be applied according to the manufactures' recommendations.

Snow Plowing: Contractor shall plow and remove snow to the underlying hard surface. The Contractor shall begin services operations for snow plowing/removal within 3 hours of call-out by authorized FAA representative. When snow has accumulated 2 to 6 inches, the Contractor shall complete snow plowing as shown on drawing, Attachment #1, within 4 hours. When snow accumulation is over 6 inches, the Contractor shall complete snow plowing within 8 hours.

Vehicles shall be moved by owners form one parking area to another as removal operations progress.

Sanding: The Contractor shall furnish and spread #20 to #40 sieved sand, over all traffic areas when called out by an authorized FAA representative. The sand shall be properly classified for such usage.

Contractor shall respond to call out for sanding within a maximum of 2 hours. If sanding fails to commence within 2 hours of the call-out, the FAA reserves the right to obtain service from other sources.

Snow Storage: On-site snow storage shall be limited to areas that are shown on the Drawing. An authorized FAA representative shall instruct the Contractor as to where the snow is to be stored. The Contractor shall haul all snow in storage areas #1 - #4 to storage area #5, when the snow piles in storage areas #1 - #4 exceed 6-feet.

Snow Removal to Off Site Location: Contractor will be called out to dispose of snow off site by authorized FAA representative. Contractor shall haul snow using a dump truck with a minimum 10 yard capacity or equivalent. The off-site disposal location, arrangements and costs shall be the Contractor's responsibility.

Snow Sweeping: Contractor will be called out for spring sweeping by authorized FAA representative. Sweeping shall be completed within 10 hours. This service will normally be requested on weekends.

Contractor shall use hydro-sweeper or equivalent to sweep and all sand and gravel in areas accessible by hydro-sweeper. Contractor shall hydro-sweep snow storage areas #1 - #4 after snow has melted from the storage areas.

Contractor shall manually sweep all areas that are not accessible by hydro sweeper. Contractor shall remove any piles of sand or gravel from grass and paved areas.

Estimated Hours: The hours shown on the bid schedule(s) are estimated hours only and will vary according to weather. The estimated hours do no represent an order or future order, and no maximum or minimum hours are implied or guaranteed by the Government.

Notes: Government personnel perform a limited amount of snow plowing and/or related work at FAA facilities.

The Contractor shall avoid damaging site facilities, including but not limited to: paved surfaces; parking medians; curbs; gutters; signs; light poles; electrical transformers; head-bolt heater posts and outlets; fire hydrants; and vegetation. Damaged facilities shall be repaired or replaced fully and immediately to a "like new" condition by the Contractor at no additional cost to the Government.

Contact Information: The Contractor shall provide the CO with the following information: Company Name; Company telephone numbers; employee names; and employee citizenship status. The Contractor shall provide updates as necessary to ensure that the CO has current information at all times. Additionally, Contractor may be asked to provide other information or undergo further screening to comply with possible security procedures.

It is the Contractor's responsibility to ensure that the Government has current telephone numbers and alternate telephone numbers where the authorized FAA representative can reach the Contractor. In the event the specified response times are not met and the authorized FAA representative cannot reach the Contractor; the COR will notify the Contracting Officer. The Contracting Officer will obtain services similar to those specified and will charge any excess costs over and above the Contractors 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 services will be forwarded to the Contractor for his records.

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").

3.10.4-4 **Inspection of Services - Both Fixed-Price & Cost Reimbursement** (April 1996)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

This section not used

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 (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.

G001. Payments

The Contractor shall submit invoices at the end of each month for the services performed for that month listing each CLIN used along with the corresponding hours and rates according to the bid schedule. Each "Call-out" service provided by the Contractor shall indicate the name of the FAA personnel that authorized the call out, as well as the date and time the call was received. Original invoices shall be sent to the Contracting Officer listed below:

Federal Aviation Administration
Att: Mike Austin, ANM-52
1601 Lind Ave SW
Renton, WA 98057
(or email to: mike.austin@faa.gov)

A copy shall also be sent to the Contracting Officer's Technical Representative (COTR) at:

FAA Anchorage ARTCC District Office
Att: Laurel Lampard, AJW-W32C
700 N. Boniface Pkwy
Anchorage, AK 99506

Or email to: laurel.lampard@faa.gov

Payment will be made at the rate indicated on the bid schedule for the job performed. The COTR will verify the work and submit a receiving report document to the payment office.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

This section not used

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").

3.1.7-2	**Organizational Conflicts of Interest** (August 1997)
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)
3.2.4-34	**Option to Extend Services** (April 1996)
3.2.5-1	**Officials Not to Benefit** (April 1996)
3.2.5-3	**Gratuities or Gifts** (January 1999)
3.2.5-4	**Contingent Fees** (October 1996)
3.2.5-5	**Anti-Kickback Procedures** (October 2010)
3.2.5-8	**Whistleblower Protection for Contractor Employees** (April 1996)
3.3.1-1	**Payments** (April 1996)
3.3.1-34	**Payment by Electronic Funds Transfer- Central Contractor Registration** (February 2009)
3.3.2-1	**FAA Cost Principles** (October 1996)
3.4.1-10	**Insurance - Work on a Government Installation** (July 1996)
3.6.2-2	**Convict Labor** (April 1996)
3.6.2-9	**Equal Opportunity** (August 1998)
3.6.2-13	**Affirmative Action for Workers With Disabilities** (October 2010)
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)
3.6.2-35	**Prevention of Sexual Harassment** (August 1998)
3.6.2-39	**Trafficking in Persons** (January 2008)
3.6.3-10	**Certification of Toxic Chemical Release Reporting** (April 2009)
3.6.3-11	**Toxic Chemical Release Reporting** (April 2008)
3.6.3-13	**Recycle Content and Environmentally Preferable Products** (April 2009)
3.6.3-16	**Drug Free Workplace** (February 2009)
3.6.4-10	**Restrictions on Certain Foreign Purchases** (January 2010)
3.9.1-1	**Contract Disputes** (September 2009)
3.9.1-2	**Protest After Award** (August 1997)
3.10.1-7	**Bankruptcy** (April 1996)
3.10.1-9	**Stop-Work Order** (October 1996)
3.10.1-12	**Changes - Fixed-Price** (April 1996)
3.10.1-12 Alternate I	**Changes - Fixed-Price Alternate I** (April 1996)
3.10.1-25	**Novation and Change-Of-Name Agreements** (October 2007)
3.10.2-1	**Subcontracts (Fixed-Price Contracts)** (April 1996)
3.10.6-1	**Termination for Convenience of the Government (Fixed Price)** (October 1996)

3.10.6-4	**Default (Fixed-Price Supply and Service)** (October 1996)
3.13-5	**Seat Belt Use by Contractor Employees** (January 1999)
3.13-13	**Contractor Policy to Ban Text Messaging While Driving** (January 2011)
3.14-3	**Foreign Nationals as Contractor Employees** (April 2008)

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 one year; 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) plus 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 that date 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** (January 2008)
(a) Definitions. As used in this clause

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

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (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://fedgov.dnb.com/webform; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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

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

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

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

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

(A) change the name in the CCR database;

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

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

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

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

(End of Clause)

3.4.1-12 Insurance (July 1996)

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

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

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

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

(3) Automobile Liability. If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of at least $200,000* per person and $500,000* per occurrence for bodily injury and $20,000* per occurrence for property damage.

(4) Aircraft Liability. If aircraft will be used in connection with performance of this contract, the contractor shall maintain aircraft public and passenger liability insurance with coverage of at least $200,000* per person and $500,000* per occurrence for bodily injury other than passenger liability, and

$200,000* per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000* multiplied by the number of seats or passengers, whichever is greater.

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

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

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

(c) Each policy shall include substantially the following provision:

"It is a condition of this policy that the company furnish written notice to the U.S. Federal Aviation Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(d) The contractor shall furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the FAA's contract number to ensure proper filing of documents. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.

(e) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

*Unless modified in the "Schedule"

(End of clause)

3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the North American Industry Classification System (NAICS) standards in this Screening Information Request (SIR) at the time of submission of offer.
(b) General.
(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
(2) Any award resulting from this SIR will be made to a small business concern.
(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or
produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(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-10 Heavy Equip. Operator	$30.84/hr.
WG-7 Truck Driver (medium)	$25.49

(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:

Level 1 – Low Risk

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

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

1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

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

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

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

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

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

Headquarters Contracts:

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

Regional and Center Contracts:

Security AAL-750
FAA Alaskan Regional Office
222 W. 7th Ave., #14
Anchorage, AK 99513

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

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with

the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

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

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

(h) The 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 (c) 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)

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (October 2010)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days 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 $100 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 COTR 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), COTR, and [CO to insert name of local security division or staff and facility management office]. 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 [CO to insert location] 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 COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [CO to insert name and location of the person who will process the document]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(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)

I.1 Fixed-Price Contract with Economic Price Adjustment – Fuel Costs

(a) The Contractor shall notify the Contracting Officer if the cost of fuel increases higher than 20% of the rack cost of gasoline or diesel fuel at time of award. The Contractor shall furnish this notice in writing within 15 days after the 20% increase has occurred. The notice shall include the Contractor's proposal for an equitable adjustment in the contract unit prices to be negotiated under paragraph (b) below, and shall include, in the form required by the Contracting Officer, supporting data explaining the effective date and amount of the increase, and the amount of the Contractor's adjustment proposal. Contractor shall include written proof of the fuel rack cost increase, such as: dated invoices for fuel, or letter from fuel supplier indicating cost change and effective date.

Likewise, the Contractor shall notify the Contracting Officer in writing within 15 days after a 20% *decrease* of fuel rack costs is incurred only if an increase to the contract was previously negotiated.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) above, the CO and the Contractor shall negotiate a price adjustment in the contract unit prices and the effective date. However, the CO may postpone the negotiations until an accumulation of increases and decreases in the fuel costs, and unit prices of CLINs shown in the Schedule results in an adjustment allowable under subparagraph (c) (3) below. The CO shall modify this contract to include the price adjustment and its effective date and the Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

1. Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of fuel rack costs only.

2. No upward adjustment shall apply to services that are required to be performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence.
3. The CO may examine the Contractor's books, records, and other supporting data relevant to the fuel rack cost during all reasonable times until the end of three years after the date of final payment under this contract.

I.2 Indefinite Quantity

(a) This is an indefinite-quantity fixed-price contract for the services specified and effective for the period stated in the Schedule. The quantities of services specified in the Schedule are estimates only and are not guaranteed as a minimum or maximum by this contract.

PART III - SECTION J

LIST OF ATTACHMENTS

A Customer Satisfaction Survey Form

B ZAN Snow Removal Drawing

C Service Contract Act Wage Determination (for Base Year)

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").

3.2.2.3-10 **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 non-responsible.
(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)

3.3.1-35 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 Non-segregated 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 Non-segregated 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)

3.6.2-6 Previous Contracts and Compliance Reports (April 1996)
The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(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 (January 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)

BUSINESS DECLARATION

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

2. Address of Firm: _____

3. Telephone 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 _____ b.1. Gross _____

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

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: _____

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)
3.2.2.3-16 **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)
3.13-4 **Contractor Identification Number - Data Universal Numbering System (DUNS) Number** (April 2006)

3.2.2.3-20 **Electronic Offers** (July 2004)
(a) The offeror (you) may submit responses to this SIR by the following electronic means: 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) Send your offer electronically mike.austin@faa.gov
(f) **If you choose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.**

(End of provision)

Note: Email submissions must have <u>a total file size less than 5Mb</u> for each email or they will be automatically rejected by the FAA network. If this is the case, use multiple emails in order to reduce the number of attachments on each.

3.8.2-9 **Site Visit** (April 1996)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to

inspect the site constitute grounds for a dispute after contract award.

(End of provision)

SEE PART I – SECTION B, B003 FOR SITE VISIT TIME AND DATE

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)

L001. SUBMISSION OF OFFER:

An offeror shall submit an offer which shall include a technical and business proposal as outlined below. **PLEASE NOTE: Lack of submission of any of the information required in the Business and Technical Proposals shall render a contractor's proposal as non-responsible and will not be considered further for award.**

1.**Business Proposal**

a) Signed Standard Form 33, SOLICITATION, OFFER AND AWARD
b) Part I, Section B, PRICE SCHEDULE
c) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
d) Part IV, Section K, Business Declaration. (Note: if the Offeror has a current Online Representations and Certifications Application (ORCA) in effect, then please note this along with the DUNS number in a cover letter and do not return Section K with the offer. However, the Business Declaration must be returned with the offer).

2. **Technical Proposal**

A. Past Experience

Provide a list of at least two projects within the past 3 years similar in scope of work to be done. Be specific and provide details. For each project address the following points:

a) Project title, description and contract number
b) Client names, business address, phone numbers, and contact person
c) Dollar value
d) Scope of work
e) Percentage of work subcontracted
f) Start and completion dates (month/year)

B. Customer Satisfaction Surveys (By third party references)

The Applicant is REQUIRED to have at least two (2) of the attached customer satisfaction surveys (CSS's) completed and returned to this office c/o Mike Austin by a third party reference. It is advised that the Applicant distribute more than three CSS's to third party-references as not all are returned, and receipt of less than two could lead to the Offeror's disqualification. It is also advised that each Applicant verify receipt of the requisite number of Customer Satisfaction Surveys well *before* the solicitation deadline.

A negative response is required in the event of no similar experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with offeror. All submitted technical information be considered proprietary data and shall be utilized for evaluation purposes only and kept confidential. Offerors are advised the that government reserves the right to use and evaluate any and all available pertinent information, in addition to the data presented in the technical proposal.

L002. SUBMISSION DATE AND PLACE

The due date for receipt of offers is **Tuesday October 4, 2011.** Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

DOT, FEDERAL AVIATION ADMINISTRATION
ATTN: MIKE AUSTIN, ANM-52
1601 LIND AVE S.W.
RENTON, WA 98057

EMAILED PROPOSALS WILL BE ACCEPTED FOR THIS SOLICITATION. IF OFFERS ARE SUBMITTED ELECTRONICALLY, THE ORIGINAL PROPOSAL MUST BE RECEIVED BY THIS OFFICE WITHIN 5 CALENDAR DAYS AFTER OFFER DUE DATE. PLEASE SEE 3.2.2.3-20 – ELECTRONIC OFFERS (ABOVE) FOR ADDITIONAL INFORMATION ABOUT ELECTRONIC SUBMISSIONS.

L003. SUBMISSION OF CUSTOMER SATISFACTION SURVEYS

Applicant is REQUIRED to have at least two (2) of the attached customer satisfaction surveys (CSS's) completed and returned to this office c/o Mike Austin by a third party reference. Customer Satisfaction Surveys may be emailed to Mike Austin at mike.austin@faa.gov . The surveys may also be faxed to 425-227-1055, Attn: Mike Austin, ANM-52. It is also advised that each Applicant verify receipt of the requisite number of Customer Satisfaction Surveys well *before* the solicitation deadline.

L004. HAND CARRIED OFFERS, MODIFICATIONS OR WITHDRAWALS:

Hand-carried offers, modifications or withdrawals of a offers, and modifications, or withdrawals of a bids, HAND DELIVERED by other types of express mail services (Commercial Carriers, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) SHALL be HAND DELIVERED to:

DOT, FEDERAL AVIATION ADMINISTRATION
CUSTOMER SERVICE CENTER
FIRST FLOOR
1601 LIND AVE S.W.
RENTON, WA 98057
ATTN: MIKE AUSTIN, ANM-52

PART IV - SECTION M
EVALUATION FACTORS FOR AWARD

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

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http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

3.2.4-31 **Evaluation of Options** (April 1996)

M001. EVALUATION FACTORS FOR AWARD

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

Proposals shall be evaluated as either "acceptable" or "unacceptable" on the basis of the following criteria:

(A). Past Experience

STANDARD FOR REVIEW: An acceptable proposal must demonstrate at least two (2) successful relevant projects in the past three (3) years similar in type to the current requirement. The FAA reserves the right to contact the customers listed as references, and to apply that information in its final determination.

(B). Past Performance

STANDARD FOR REVIEW: At least two (2) Customer Satisfaction Surveys must be received before the solicitation deadline with an average score of 3.5 or more (out of 5 possible). The FAA reserves the right to contact customers listed as references and conduct discussions by telephone.

M002. CONSIDERATION OF PRICE

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer, based on the aggregate price for the Base Year plus all Option Years.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.