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

2. CONTRACT NO.	3. SOLICITATION NO.	4. THIS IS A: SMALL BUSINESS SET-ASIDE YES X NO	5. DATE ISSUED	6. REQUISITION/PURCHASE NO..
	DTFANM-11-R-00065		02/12/2011	

7. ISSUED BY:	8. ADDRESS OFFER TO (*If other than Block 7*)
FEDERAL AVIATION ADMINISTRATION **ACQUISITION MANAGEMENT BRANCH, ANM-52** **1601 LIND AVE. S.W.** **RENTON, WA 98057**	**Address shown in Block 7**

SOLICITATION

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 1601 Lind Ave SW Renton, WA 98057 until 4pm (Hour) local time **03/02/2011** (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*)
	Lelanie Rivera	425-227-1003

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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 60 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	
		SEE PRISM DOCUMENT	
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN *ITEM 7*	ITEM
24. ADMINISTERED BY (*if other than item 7*)		25. PAYMENT WILL BE MADE BY AMZ-110	
26. NAME OF CONTRACTING OFFICER (*Type or print*)		27. UNITED STATES OF AMERICA	28. AWARD DATE

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

B001. PRICES/COSTS: Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for Janitorial Services for the Honolulu, HI PMT Hangar in accordance with the specifications, drawings, contract clauses, and wage rates.

CLIN NO.	DESCRIPTION	UNIT	QUANTITY	TOTAL – MONTHLY	TOTAL - ANNUALLY
0001 – Base Year – 04/1/2011 – 9/30/2011	Janitorial Services	Monthly	6	$_____	$_____
0002 – Option Year 1 – 10/1/2011 - 9/30/2012	Janitorial Services	Monthly	12	$_____	$_____
0003 – Option Year 2 – 10/1/2012 – 9/30/2013	Janitorial Services	Monthly	12	$_____	$_____
0004 – Option Year 3 – 10/1/2013 – 9/30/2014	Janitorial Services	Monthly	12	$_____	$_____
0005 – Option Year 4 – 10/1/2014 – 9/30/2015	Janitorial Services	Monthly	12	$_____	$_____
				Total Base + 4 option years	$_____

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An 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.

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The l996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR),

Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.

B001. SOLICITATION QUESTIONS: All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request in writing (email is acceptable) at least 3 calendar days prior to the date for receipt of proposals to the Federal Aviation Administration, Attn: Lelanie Rivera, 1601 Lind Avenue S.W., Renton WA 98057 or FAX (425) 227-1055 or by email at Lelanie.Rivera@faa.gov. Telephone questions **will not** be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer, Lelanie Rivera is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

B002. INSURANCE REQUIREMENTS: Worker's compensation and employer's liability.

- Employer's liability coverage of at least $100,000.00 shall be required.
- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least $500,000.00 per occurrence.
- Automobile liability coverage of at least $200,000.00 per person and $500,000 per occurrence for bodily injury and $200,000.00 per occurrence for property damage

B003. TIERED EVALUATION: A tiered evaluation of offers will be used in source selection for this contract, and offers from other-than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received (see Section M for details).

SERVICE CONTRACT ACT WAGE RATES APPLY. SEE ATTACHMENT A.

OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.

SUBMIT OFFERS TO: SEE SECTION M

PART I - SECTION C

FEDERAL AVIATION ADMINISTRATION
HNL PMT, JANITORIAL SERVICES
100 POHAKULANA AVENUE

STATEMENT OF WORK / SPECIFICATIONS
(ATTACHMENT # 1)

***1, GENERAL: This section specifies the work required controlling Janitorial Services at the Honolulu PMT, located at 100 Pohakulana Avenue, Honolulu, Hawaii, 96818.**

***2, SCOPE OF WORK: The Contractor shall furnish all Supervision, Labor, Equipment, Materials, Supplies and Tools Required to Perform Janitorial Services at the Honolulu PMT and by others methods specified in These Specifications. The Contractor shall also furnish transportation to & from work site for Contractor Personnel, Equipment, Materials, Supplies and Tools Required.**

***3, WORK REQUIRED: The work shall be accomplished in accordance with these Specifications, sketches and attachments which portray the approximate limits or boundaries of the areas where work is and not to be performed at the FAA, Honolulu PMT Facility.**

NOTE: For Cleaning and RFQ Purposes, the PMT Facility Comprises of Two (2) Aircraft Hanger Bay Floors. Bottom Bay Floor equals to 20,000 Square Feet and the Top Bay Floor equals to 7,200 Square Feet. Approximate 27,200 Square feet of net usable floor space and consisting of Administrative Offices, Technical/Electrical Work Areas, Operations Rooms, Reception Area, Foyer, Conference/Training Rooms, Rest Rooms and Break Rooms with Kitchen Appliances. Please Note: Janitorial Services are Required Five (5) Days a week in all Administrative Areas, Rest Rooms , Kitchen Areas and All Break Rooms. There are Approximately 25 FAA Employee's Occupy the PMT Aircraft Hanger Facility.

***A, GENERAL CLEANING: This FAA Custodial Contract will provide Five Days of Janitorial Services Each Week, Monday – Friday. The Exception are for all Ten (10) Federal Holidays each Calendar Year. Janitorial Services Must be During Normal Working Hours between 7:30 a.m. – 4:00 p.m. All areas and rooms on the attached floor plans are to be cleaned except where specifically excluded. The HNL PMT Aircraft Hanger Areas that "Are Not To Be Cleaned" Are all areas on the drawing that are marked with an (X) inside them.**
NOTE: No work shall be performed on weekends (Saturdays & Sundays) Unless Approved by the Contracting Officer's Repersentive (COR).

***B, TRASH HANDING: Trash bags containing trash are not to be left on bare carpets or floors anywhere inside the Offices or Entryways of the PMT Facility. They are to be placed in another watertight container or on a tarp until taken to the Dumpster located outside by the front gate.**

***C, FLOOR CARE & MAINTENANCE: All floors and stairways which require mopping are located in all Rest Rooms, Equipment Rooms, Break Rooms and all Entrances.**
The entire FAA Hanger Center Concrete Floor Requires Sweeping With a Large Dust Mop or Using Special Oil Based Materials to keep dust from circlelating all over the hanger area on a Monthly Basis.

***D, WATER FOUNTAINS:** On a Daily Basis Wash, Remove Water Spots, Rinse, Wipe Clean, and Disinfect and Dry all Water Fountains in the HNL PMT Facility, paying particular attention to the water spout.

***E, WINDOW CLEANING:** PMT front foyer entrance glass doors, upstairs front stairway glass window, all office/conference windows and partition glass to be washed during daylight hours to assure no spots, streaks, smears or other residue appear on all windows.

***F, REST ROOM CARE:**

1, Mirrors and mirror surfaces to be cleaned, spots and watermarks removed and wiped clean daily.

2, All wash basins and all fixtures are to be cleaned with a non-scratch cleaner, rinsed and wiped dry.

3, All hardware, flush valves and exposed pipes to be cleaned, including those under basins, daily.

4, The walls under and around basins are to be washed and maintained free of water & soap residue.

5, All Toilet seats are to be thoroughly cleaned, both tops and bottoms, daily. All Toilet bowls to be completely cleaned inside and outside also maintained as well as free of stain marks under rim of bowl at all times. Sanitize toilets, toilet seats and urinals daily.

6, Urinals are to be thoroughly cleaned daily, kept free of stains and scale and supplied with deodorant cakes at all times at all urinals.

7, Spot wash rest room walls, partitions and stall doors daily.

8, Thorough wipe down cleaning of rest room walls, partitions and stall doors, monthly.

9, Walls around towel dispensers, soap dispensers, wash basin and urinals to be spot cleaned at least weekly as well as areas around light switches and door knobs.

10, Rest room floors are to be mopped with a germicidal solution daily with attention to urinal areas.

11, Provide liquid antibacterial and moisturizing hand soap, paper towels, soft double ply toilet paper, seat covers and facial tissue.

12, All dispensers are to be cleaned and filled daily.

***G, PMT KITCHEN & BREAK ROOMS:**

1, All kitchen equipment such as sinks, waste disposal cover, drain board, fixtures, stove & burners, stove vent, kitchen counter tops and cabinet fronts to be cleaned thoroughly on a daily basis.

2, Microwave ovens interior and exterior are to be wiped cleaned daily with appropriate cleaners.

3, Free standing equipment such as refrigerators, microwave ovens, exteriors to be cleaned weekly.

4, All floors and stairways at the PMT are to be swept or dust mopped and wet mopped on a daily basis.

5, All paper towels, hand soap dispensers and hand sanitizers are to be filled on a daily basis or when needed.

6, Break room chair seats are to be damp cleaned and break room tables cleaned on a daily basis.

<u>*H, SPECIALIZED SERVICES:</u> All carpeted areas of the HNL PMT, are to be spot cleaned whenever and wherever spots occur, also included for carpeted areas steam cleaning/shampooing once a year. Contractors should be using an anti-static shampoo for all carpeted areas.

<u>*I, UTILITIES:</u> The FAA will make available to the Contractor from existing outlets all reasonably required amounts of power and water without charge. Utilities furnished the Contractor without charge shall be carefully conserved.

<u>*J, WORK SCHEDULE:</u> All work shall be scheduled and performed during normal working hours (7:00 a.m. – 2:00 p.m.) Note: Except when prior approval has been obtained by an FAA "COR" Contracting Officer Representative or the FAA "CO" Contracting Officer. Approval by the FAA COR Representative shall be construed as an agreement for payment of overtime work. Also work must start the beginning of each work week throughout the month and be completed within 2 days.

<u>*K, THE "COR":</u> The COR, Contracting Officer Representative and CO, Contracting Officer shall meet with the Contractor to finalize and define the Contract Specifications. The COR Representative must be informed when the services start and when completed in writing. All special services or requests will also be on a written statement. This may be accomplished by having the Contractor initialing a work performance invoice and submit this to the FAA COR Representative. The FAA COR Representative will validate the completion of all work and submit to the Contracting Officer.

Revised as of: 01/01/2010

PREVENTIVE MAINTENANCE TEAM (PMT)

FAA PMT HONOLULU HANGER FACILITY

FREQUENCY AND SCHEDULE OF WORK

	JANITORIAL SCHEDULE PMT
1, Empty and clean all wastebasket, receptacle, Containers, including in all offices, break rooms, Conference rooms, dining rooms, rest rooms, and Work shop areas. Disposal of all rubbish collected. Note: Also included all office shredder machines...	Monday thru Friday (Daily) (5x/wk)
2, Sweep and wet mop ceramic tile rest room floors With disinfectant giving particular attention to areas Around toilets, urinals and drains removing all un-Sanitary odors.	Monday thru Friday (Daily) (5x/wk)
3, Clean and disinfect rest room wall areas up to 72" Inches from floor, removing all unsanitary odors.	Monday thru Friday (Daily) (5x/wk)
4, Clean and disinfect rest room water closets, Including inside and outside of toilet bowls, its seats And all urinals, including rounded inside rim of urinals And toilet bowls; remove all rust encrustation and water Rings to the extent possible; traps shall be free of unsanitary Odors at all times.	Monday thru Friday (Daily) (5x/wk)
5, Clean and disinfect wash basins in all rest rooms, scour Basins to remove all stains, if necessary, to maintain in a Clean sanitary condition and free of unsanitary odor.	Monday thru Friday (Daily) (5x/wk)
6, Furnish all supplies needed to stock HNL PMT Facility Such as, hand soap, hand paper towels, seat and toilet Tissues for all rest rooms. Plastic bags and liners for Trash containers. Dispensers shall be checked for proper	Monday thru Friday (Daily) (5x/wk)

Operation cleaned and refilled to assure continuous supply.

7, Clean and polish rest room mirrors, shelving, dispensers And chrome fixtures; remove stains with non-abrasive Cleaner.	Monday thru Friday (Daily) (5x/wk)
8, Vacuum all carpeted areas to include: all PMT offices, Conference rooms, hallways and corridors including new Areas.	Mon / Wednes / Fri (Weekly) (3x/wk)
9, Sweeping and mopping all vinyl and asphalt tile floors Which includes: Dining rooms, rest rooms, and kitchen Areas.	Monday thru Friday (Daily) (5x/wk)
10, Clean all kitchen sinks, wipe and clean break room Tables, counters, and all break room chairs.	Monday thru Friday (Daily) (5x/wk)
11, Clean all glass surfaces including double glass doors On employees entrance area, including doors with glass Frames throughout the HNL PMT Facility.	Monday – (Monthly) (12x/Yr)
12, Clean all windows in the interior of all locations in the HNL PMT Aircraft Hanger facility with cleaning solution.	Monday – (Quarterly) (04x/Yr)
13, Clean all windows in the exterior of all locations in the HNL PMT Aircraft Hanger facility with cleaning solution. NOTE: when cleaning windows in the AOA, Contractor Needs to coordinate with COR for a FAA escort.	Monday – (Quarterly) (04x/Yr)
14, Clean and dust all office/hallway window blinds of all Locations in the HNL PMT Aircraft Hanger facility with Cleaning solution.	Monday – (Quarterly) (04x/Yr)
15, Clean and disinfect all PMT drinking fountains.	Monday thru Friday (Daily) (05x/Wk)
16, Using stripping and sealing solution, perform floor tile maintenance in all rest room facilities. Also included for carpeted areas, steam cleaning throughout offices, break rooms and dining rooms in the PMT Hanger areas.	Monday – (Yearly) (01xYr)

17. Using cleaning solution damp wipe shower walls and floors leaving it presentable and clean with no wiping or dripping marks and free of unsanitary odor. Spot clean all noticeable marks on walls outside of shower with mild solution so as not to discolor the walls. Sweep and damp mop floors with germicidal solutions.	**Monday – (Weekly) (1x/Wk)**
18. Damp wipe surfaces on top of all personnel wall lockers located in the PMT shower area and throughout the PMT.	**Monday – (Monthly) (12x/Yr)**
19. Empty and clean all receptacles such as ash trays and stands, sand urns and other containers being used as such in the designated smoking areas. To include all FAA smoking shelter areas located outside.	**Monday thru Friday (Daily) (05x/Wk)**
20. Empty and clean all metal receptacles and trash cans located outside and inside of the HNL PMT Hanger facility. Disposal of all rubbish collected to the dumpster by front gate.	**Monday – (Weekly) (01x/Wk)**

HNL PMT ATCT
Quality Assurance Surveillance Plan

The following schedule outlines the Government's plan for ensuring contract performance; including maximum deductions which may be taken should deficiencies be found for the noted services. The Government shall, at its option, require corrective action or take a deduction from the monthly invoice. The contractor will be notified of any discrepancies found, and shall have an opportunity to respond to the deficiencies. The Government has the right to inspect services at any time. Any random inspection shall take into consideration the normally scheduled times and frequencies required for service performance. The Contractor is entitled to a joint monthly inspection each month. The Contractor shall coordinate with the Contracting Officer's Representative (COR) when a joint inspection is needed. The COR also may initiate a joint inspection, which will be coordinated with the Contractor Quality Control Representative or his/her designee.

Upon request the COR is entitled to review the results of the contractor's quality control program and internal inspections.

REQUIRED SERVICE	PERFORMANCE STANDARD	ALLOWABLE DEVIATION	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION FOR DEVIATION
Empty wastebaskets	Accomplish per specifications and frequency schedule	none	Random Sampling	6%
Clean & Disinfect wastebaskets	Accomplish per specifications and frequency schedule	none	Random Sampling	5%
Dust/Vacuum office furniture (desks, chairs, tables, etc.)	Accomplish per specifications and frequency schedule	none	Random Sampling	8%
Wash furniture to remove scuff marks	Accomplish per specifications and frequency schedule	none	Random Sampling	4%
Dust ledges, counters and other flat surfaces	Accomplish per specifications and frequency schedule	none	Random Sampling	8%
Spot clean smudges, fingerprints, etc.	Accomplish per specifications and frequency schedule	none	Random Sampling	3%
Cleaning drinking fountains	Accomplish per specifications and frequency schedule	none	Random Sampling	5%
Clean light fixtures	Accomplish per specifications and frequency schedule	none	Random Sampling	5%
Replace all burned out lamps	Accomplish per specifications and frequency schedule	none	Random Sampling	3%
Clean restrooms	Accomplish per specifications and frequency schedule	none	Random Sampling	8%
Floor maintenance	Accomplish per specifications and frequency schedule	none	Random Sampling	5%
Vacuum carpet	Accomplish per specifications and frequency schedule	none	Random Sampling	5%
Shampoo carpet	Accomplish per specifications and frequency schedule	none	Random Sampling	5%
Glass Cleaning	Accomplish per specifications and frequency schedule	none	Random Sampling	5%
Window Cleaning	Accomplish per specifications and frequency schedule	none	Random Sampling	5%
Spot clean shades	Accomplish per specifications and frequency schedule	none	Random Sampling	5%
Defrost and clean refrigerator	Accomplish per specifications and frequency schedule	none	Random Sampling	5%
Clean microwave oven	Accomplish per specifications and frequency schedule	none	Random Sampling	5%
Clean counters, sinks and other fixtures	Accomplish per specifications and frequency schedule	none	Random Sampling	5%

100%

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

(a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

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

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

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

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

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

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

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

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

(2) Terminate the contract for default.

(End of clause)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

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

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

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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)

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").

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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)
3.13-13 **Contractor Policy to Ban Text Messaging While Driving** (January 2011)
3.14-3 **Foreign Nationals as Contractor Employees** (April 2008)

3.2.4-34 **Option to Extend Services** (April 1996)

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

(End of clause)

3.2.4-35 **Option to Extend the Term of the Contract** (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 months and 5 years.

(End of clause)

3.3.1-10 **Availability of Funds** (April 1996)

Funds are not presently available for this contract. The FAA's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(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 30th of every year after award. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30th of every year after award, 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) Trade style, 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 (January 2010)

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 submission of offer.
(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 small business concern submitting 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.

(2) The [Offeror insert name here] will notify the Contracting Officer Lelanie Rivera 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 Janitor

(End of clause)

3.6.2-40 Nondisplacement of Qualified Workers (April 2009)

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

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

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

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

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

perform suitably on the job.

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

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

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

(End of clause)

3.9.1-1 Contract Disputes (September 2009)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

3.9.1-2 Protest After Award (August 1997)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

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

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

(End of clause)

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(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:

LOW

(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:

FAA Western Pacific Regional Office
Attn: Donna Robinson
15000 Aviation Blvd
Lawndale, CA 90260

(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 [CO to enter appropriate amount] 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 Donna Robinson, Security Specialist 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 FAA facility 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 Security Specialist, Donna Robinson 310-725-3713. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting Donna Robinson 310-725-3713.

(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)

PART III - SECTION J
LIST OF ATTACHMENTS

Attachment A - Service Contract Act Wage Determination for American Samoa, Hawaii, 2005-2153, Rev No.14

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").

3.2.2.3-3 Affiliated Offerors (July 2004)
3.2.2.3-35 Annual Representations and Certifications (July 2004)
3.2.5-2 Independent Price Determination (October 1996)
3.6.3-10 Certification of Toxic Chemical Release Reporting (April 2009)
3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)

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

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

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

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

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

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

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

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

(End of provision)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

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

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

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:
Name:_____
Title:_____

Phone number:_____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

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

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

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

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

(c) Taxpayer Identification Number (TIN).

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

(d) Corporate Status.

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

(e) Common Parent.

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

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2009)

(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).

(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.

(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.
(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)

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 _____

   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)
3.2.2.3-6 **Submittals in the English Language** (July 2004)
3.2.2.3-7 **Submittals in U.S. Currency** (July 2004)
3.2.2.3-11 **Unnecessarily Elaborate Submittals** (July 2004)
3.2.2.3-12 **Amendments to Screening Information Requests** (July 2004)
3.2.2.3-13 **Submission of Information/Documentation/Offers** (July 2004)
3.2.2.3-14 **Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
3.2.2.3-16 **Restricting, Disclosing and Using Data** (July 2004)
3.2.2.3-17 **Preparing Offers** (July 2004)
3.2.2.3-18 **Prospective Offerors Requests for Explanations** (July 2004)
3.2.2.3-19 **Contract Award** (July 2004)
3.2.4-30 **Evaluation of Options Exercised at Time of Contract Award** (April 1996)
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 Email. Your offer must arrive at the place and by the time specified in the SIR.

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

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
(e) Send your offer electronically to: (425) 227-1055(fax) or LELANIE.RIVERA@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.

(End of provision)

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

The FAA contemplates award of a firm fixed-price contract resulting from this Request for Offer.

(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)

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
e) 8(a) Congratulations Letter from the Small Business Administration (if applicable)

2. **Technical Proposal**

A. Past Experience

Provide a list of 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) Percentages of work subcontracted and nature of that work
f) Award and completion dates
g) Any relevant information that would reflect on the offeror's ability to meet schedule constraints.

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 **MARCH 2ND, 2011 4:00PM (PST)** 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
ACQUISTION MANAGEMENT BRANCH – ANM-52
1601 LIND AVE S.W.
RENTON, WA 98057
ATTN: LELANIE RIVERA

FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED FOR THIS SOLICITATION. ALL ORIGINAL PROPOSALS MUST BE RECEIVED BY THIS OFFICE WITHIN 5 CALENDAR DAYS AFTER OFFER DUE DATE. PLEASE SEE 3.2.2.3-20 – ELECTRONIC OFFERS, FOR ADDITIONAL TERMS AND CONDITIONS OF ELECTRONIC SUBMISSIONS.

L003. 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: LELANIE RIVERA

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)

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 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.

M002. TIERED EVALUATION OF PROPOSALS: A tiered evaluation of offers will be used in this source selection. The FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. Offers from other than small business concerns will only be considered after the determination that an insufficient number of offers from responsible, small business concerns were received. At least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier, the evaluation will proceed to the next higher lettered tier until award can be made. All responsible, competitive offers in a single tier will be considered equally for award. The tiered order of precedence for considering offers is (from first to last):

a) Socially and economically disadvantaged businesses (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA’s 8(a) program (clause **3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns**).

b) Service-disabled veteran owned small businesses (SDVOSB) and responsible, competitive offers from the previous tier (clause **3.6.1-12 Notice of Service-Disabled Veteran Owned Small Business Set-Aside**).

c) Small businesses and responsible, competitive offers from previous tiers (clause **3.6.1-1 Notice of Total Small Business Set-Aside**).

d) Other-than small businesses and responsible, competitive offers from previous tiers (there is no set-aside clause for this business type).

M003. 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.

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.

ATTACHMENT A

WD 05-2153 (Rev.-14) was first posted on www.wdol.gov on 09/14/2010
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Shirley F. Ebbesen Division of Director Wage Determinations	Wage Determination No.: 2005-2153 Revision No.: 14 Date Of Revision: 09/09/2010

States: American Samoa, Hawaii

Area: American Samoa Statewide
Hawaii Statewide
OCCUPATION NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on Wage Determination 2000-0085

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.20
01012 - Accounting Clerk II		15.93
01013 - Accounting Clerk III		17.40
01020 - Administrative Assistant		26.48
01040 - Court Reporter		18.59
01051 - Data Entry Operator I		13.16
01052 - Data Entry Operator II		14.36
01060 - Dispatcher, Motor Vehicle		17.10
01070 - Document Preparation Clerk		13.15
01090 - Duplicating Machine Operator		13.79
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.45
01120 - Housing Referral Assistant		23.77
01141 - Messenger Courier		12.47
01191 - Order Clerk I		13.18
01192 - Order Clerk II		14.38
01261 - Personnel Assistant (Employment) I		15.79
01262 - Personnel Assistant (Employment) II		17.88
01263 - Personnel Assistant (Employment) III		19.68
01270 - Production Control Clerk		18.86
01280 - Receptionist		15.40
01290 - Rental Clerk		15.79
01300 - Scheduler, Maintenance		19.05
01311 - Secretary I		19.05
01312 - Secretary II		21.31
01313 - Secretary III		23.77
01320 - Service Order Dispatcher		14.05
01410 - Supply Technician		25.82
01420 - Survey Worker		17.10
01531 - Travel Clerk I		14.78
01532 - Travel Clerk II		15.97
01533 - Travel Clerk III		17.12
01611 - Word Processor I		14.36

01612 - Word Processor II	16.11
01613 - Word Processor III	18.03
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.19
05010 - Automotive Electrician	22.43
05040 - Automotive Glass Installer	22.00
05070 - Automotive Worker	22.00
05110 - Mobile Equipment Servicer	18.99
05130 - Motor Equipment Metal Mechanic	24.41
05160 - Motor Equipment Metal Worker	22.00
05190 - Motor Vehicle Mechanic	25.65
05220 - Motor Vehicle Mechanic Helper	17.39
05250 - Motor Vehicle Upholstery Worker	20.80
05280 - Motor Vehicle Wrecker	22.00
05310 - Painter, Automotive	23.19
05340 - Radiator Repair Specialist	22.00
05370 - Tire Repairer	13.78
05400 - Transmission Repair Specialist	24.37
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.87
07041 - Cook I	13.17
07042 - Cook II	15.29
07070 - Dishwasher	12.05
07130 - Food Service Worker	11.14
07210 - Meat Cutter	18.70
07260 - Waiter/Waitress	12.01
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.41
09040 - Furniture Handler	11.71
09080 - Furniture Refinisher	19.15
09090 - Furniture Refinisher Helper	14.19
09110 - Furniture Repairer, Minor	16.63
09130 - Upholsterer	17.41
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.89
11060 - Elevator Operator	12.89
11090 - Gardener	16.40
11122 - Housekeeping Aide	14.00
11150 - Janitor	14.00
11210 - Laborer, Grounds Maintenance	13.55
11240 - Maid or Houseman	14.49
11260 - Pruner	12.13
11270 - Tractor Operator	16.43
11330 - Trail Maintenance Worker	13.55
11360 - Window Cleaner	15.25
12000 - Health Occupations	
12010 - Ambulance Driver	20.70
12011 - Breath Alcohol Technician	20.70
12012 - Certified Occupational Therapist Assistant	19.67
12015 - Certified Physical Therapist Assistant	18.41
12020 - Dental Assistant	14.80
12025 - Dental Hygienist	30.34
12030 - EKG Technician	26.02
12035 - Electroneurodiagnostic Technologist	26.02
12040 - Emergency Medical Technician	22.19
12071 - Licensed Practical Nurse I	18.51
12072 - Licensed Practical Nurse II	20.70
12073 - Licensed Practical Nurse III	23.09
12100 - Medical Assistant	14.83
12130 - Medical Laboratory Technician	19.74
12160 - Medical Record Clerk	17.82
12190 - Medical Record Technician	19.93

12195 - Medical Transcriptionist		19.74
12210 - Nuclear Medicine Technologist		31.72
12221 - Nursing Assistant I		11.39
12222 - Nursing Assistant II		12.81
12223 - Nursing Assistant III		13.98
12224 - Nursing Assistant IV		15.69
12235 - Optical Dispenser		20.03
12236 - Optical Technician		14.91
12250 - Pharmacy Technician		17.19
12280 - Phlebotomist		15.69
12305 - Radiologic Technologist		29.04
12311 - Registered Nurse I		29.29
12312 - Registered Nurse II		35.82
12313 - Registered Nurse II, Specialist		35.82
12314 - Registered Nurse III		43.34
12315 - Registered Nurse III, Anesthetist		43.34
12316 - Registered Nurse IV		51.94
12317 - Scheduler (Drug and Alcohol Testing)		25.66
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.61
13012 - Exhibits Specialist II		23.29
13013 - Exhibits Specialist III		28.49
13041 - Illustrator I		20.71
13042 - Illustrator II		25.67
13043 - Illustrator III		31.40
13047 - Librarian		28.71
13050 - Library Aide/Clerk		14.17
13054 - Library Information Technology Systems Administrator		21.89
13058 - Library Technician		17.36
13061 - Media Specialist I		15.86
13062 - Media Specialist II		17.74
13063 - Media Specialist III		19.78
13071 - Photographer I		14.00
13072 - Photographer II		16.54
13073 - Photographer III		19.61
13074 - Photographer IV		23.99
13075 - Photographer V		28.99
13110 - Video Teleconference Technician		20.30
14000 - Information Technology Occupations		
14041 - Computer Operator I		17.54
14042 - Computer Operator II		19.62
14043 - Computer Operator III		22.80
14044 - Computer Operator IV		24.81
14045 - Computer Operator V		27.45
14071 - Computer Programmer I	(see 1)	27.62
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.54
14160 - Personal Computer Support Technician		24.81
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.83
15020 - Aircrew Training Devices Instructor (Rated)		37.30
15030 - Air Crew Training Devices Instructor (Pilot)		43.09
15050 - Computer Based Training Specialist / Instructor		30.83
15060 - Educational Technologist		25.80
15070 - Flight Instructor (Pilot)		43.09
15080 - Graphic Artist		22.97

15090 - Technical Instructor	19.66
15095 - Technical Instructor/Course Developer	24.05
15110 - Test Proctor	19.47
15120 - Tutor	19.47
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.72
16030 - Counter Attendant	11.72
16040 - Dry Cleaner	14.51
16070 - Finisher, Flatwork, Machine	11.72
16090 - Presser, Hand	11.72
16110 - Presser, Machine, Drycleaning	11.72
16130 - Presser, Machine, Shirts	11.72
16160 - Presser, Machine, Wearing Apparel, Laundry	11.72
16190 - Sewing Machine Operator	15.45
16220 - Tailor	16.27
16250 - Washer, Machine	12.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	24.08
19040 - Tool And Die Maker	30.25
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.84
21030 - Material Coordinator	21.89
21040 - Material Expediter	21.89
21050 - Material Handling Laborer	16.89
21071 - Order Filler	13.51
21080 - Production Line Worker (Food Processing)	20.84
21110 - Shipping Packer	15.22
21130 - Shipping/Receiving Clerk	14.69
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	20.84
21410 - Warehouse Specialist	20.84
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.74
23021 - Aircraft Mechanic I	27.03
23022 - Aircraft Mechanic II	28.74
23023 - Aircraft Mechanic III	30.43
23040 - Aircraft Mechanic Helper	19.51
23050 - Aircraft, Painter	25.27
23060 - Aircraft Servicer	22.63
23080 - Aircraft Worker	24.16
23110 - Appliance Mechanic	21.94
23120 - Bicycle Repairer	15.16
23125 - Cable Splicer	28.39
23130 - Carpenter, Maintenance	30.99
23140 - Carpet Layer	24.86
23160 - Electrician, Maintenance	28.25
23181 - Electronics Technician Maintenance I	26.83
23182 - Electronics Technician Maintenance II	28.69
23183 - Electronics Technician Maintenance III	30.56
23260 - Fabric Worker	20.95
23290 - Fire Alarm System Mechanic	23.46
23310 - Fire Extinguisher Repairer	19.40
23311 - Fuel Distribution System Mechanic	27.68
23312 - Fuel Distribution System Operator	21.58
23370 - General Maintenance Worker	18.45
23380 - Ground Support Equipment Mechanic	27.03
23381 - Ground Support Equipment Servicer	22.63
23382 - Ground Support Equipment Worker	24.16
23391 - Gunsmith I	19.40
23392 - Gunsmith II	22.51
23393 - Gunsmith III	25.64

23410 - Heating, Ventilation And Air-Conditioning Mechanic	24.07
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.52
23430 - Heavy Equipment Mechanic	28.29
23440 - Heavy Equipment Operator	34.11
23460 - Instrument Mechanic	29.96
23465 - Laboratory/Shelter Mechanic	24.07
23470 - Laborer	16.49
23510 - Locksmith	23.45
23530 - Machinery Maintenance Mechanic	24.70
23550 - Machinist, Maintenance	24.58
23580 - Maintenance Trades Helper	14.93
23591 - Metrology Technician I	29.96
23592 - Metrology Technician II	31.76
23593 - Metrology Technician III	33.49
23640 - Millwright	25.64
23710 - Office Appliance Repairer	21.56
23760 - Painter, Maintenance	25.29
23790 - Pipefitter, Maintenance	27.69
23810 - Plumber, Maintenance	25.71
23820 - Pneudraulic Systems Mechanic	25.64
23850 - Rigger	25.64
23870 - Scale Mechanic	22.51
23890 - Sheet-Metal Worker, Maintenance	28.46
23910 - Small Engine Mechanic	20.91
23931 - Telecommunications Mechanic I	27.52
23932 - Telecommunications Mechanic II	28.05
23950 - Telephone Lineman	24.18
23960 - Welder, Combination, Maintenance	25.04
23965 - Well Driller	25.14
23970 - Woodcraft Worker	25.64
23980 - Woodworker	17.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.62
24580 - Child Care Center Clerk	15.14
24610 - Chore Aide	11.40
24620 - Family Readiness And Support Services Coordinator	16.19
24630 - Homemaker	20.11
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.42
25040 - Sewage Plant Operator	21.94
25070 - Stationary Engineer	26.42
25190 - Ventilation Equipment Tender	19.25
25210 - Water Treatment Plant Operator	21.94
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.69
27007 - Baggage Inspector	12.13
27008 - Corrections Officer	21.67
27010 - Court Security Officer	23.28
27030 - Detection Dog Handler	15.35
27040 - Detention Officer	21.67
27070 - Firefighter	23.69
27101 - Guard I	12.13
27102 - Guard II	15.35
27131 - Police Officer I	23.97
27132 - Police Officer II	26.64
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.47
28042 - Carnival Equipment Repairer	13.26
28043 - Carnival Equpment Worker	9.93

28210 - Gate Attendant/Gate Tender		15.40
28310 - Lifeguard		15.84
28350 - Park Attendant (Aide)		17.23
28510 - Recreation Aide/Health Facility Attendant		13.19
28515 - Recreation Specialist		21.44
28630 - Sports Official		13.72
28690 - Swimming Pool Operator		17.14
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		16.98
30022 - Archeological Technician II		19.43
30023 - Archeological Technician III		24.08
30030 - Cartographic Technician		24.08
30040 - Civil Engineering Technician		21.55
30061 - Drafter/CAD Operator I		16.86
30062 - Drafter/CAD Operator II		19.43
30063 - Drafter/CAD Operator III		21.67
30064 - Drafter/CAD Operator IV		26.66
30081 - Engineering Technician I		15.91
30082 - Engineering Technician II		18.64
30083 - Engineering Technician III		22.50
30084 - Engineering Technician IV		29.74
30085 - Engineering Technician V		32.60
30086 - Engineering Technician VI		39.41
30090 - Environmental Technician		22.21
30210 - Laboratory Technician		23.01
30240 - Mathematical Technician		25.78
30361 - Paralegal/Legal Assistant I		18.66
30362 - Paralegal/Legal Assistant II		23.13
30363 - Paralegal/Legal Assistant III		28.30
30364 - Paralegal/Legal Assistant IV		34.23
30390 - Photo-Optics Technician		25.78
30461 - Technical Writer I		22.86
30462 - Technical Writer II		27.96
30463 - Technical Writer III		33.84
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	21.67
30621 - Weather Observer, Senior	(see 2)	24.08
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		12.94
31030 - Bus Driver		18.43
31043 - Driver Courier		14.10
31260 - Parking and Lot Attendant		9.16
31290 - Shuttle Bus Driver		14.98
31310 - Taxi Driver		11.77
31361 - Truckdriver, Light		14.98
31362 - Truckdriver, Medium		17.26
31363 - Truckdriver, Heavy		18.27
31364 - Truckdriver, Tractor-Trailer		18.27
99000 - Miscellaneous Occupations		
99030 - Cashier		10.93
99050 - Desk Clerk		18.46
99095 - Embalmer		22.34
99251 - Laboratory Animal Caretaker I		12.41
99252 - Laboratory Animal Caretaker II		17.67

99310 - Mortician	24.57
99410 - Pest Controller	17.33
99510 - Photofinishing Worker	13.86
99710 - Recycling Laborer	19.19
99711 - Recycling Specialist	23.10
99730 - Refuse Collector	17.18
99810 - Sales Clerk	14.39
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	24.01
99831 - Surveying Aide	13.13
99832 - Surveying Technician	17.99
99840 - Vending Machine Attendant	12.64
99841 - Vending Machine Repairer	15.06
99842 - Vending Machine Repairer Helper	12.64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): $1.42 per hour, or $56.80 per week, or $246.13 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be $3.50 per hour.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

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

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