

SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.		2. SOLICITATION NUMBER 697DCK-22-R-00207		3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		4. DATE ISSUED 03/22/2022		5. REQUISITION/PURCHASE NUMBER WS-22-01080	
6. ISSUED BY FEDERAL AVIATION ADMINISTRATION AAQ-500 - REGIONAL ACQUISITIONS 10101 HILLWOOD PARKWAY FORT WORTH TX 76177-1524				7. ADDRESS OFFER TO (If other than Item 6)					

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

8. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until 1200 CT local time 04/14/2022
(Hour) (Date)

CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.

9. FOR INFORMATION CALL	A. NAME Jennifer J. Davis	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS jennifer.j.davis@faa.gov
		AREA CODE 817	NUMBER 222-4349	EXT.	

10. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	14
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICE/COST	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	28
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	4	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	5	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	29
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	6	<input checked="" type="checkbox"/>	L	INSTR., CONDS., AND NOTICES TO OFFERORS	37
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	7	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	41
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	8				

OFFER (Must be fully completed by offeror)

NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period.

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

12. DISCOUNT FOR PROMPT PAYMENT	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
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13. ACKNOWLEDGEMENT 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

14A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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14B. TELEPHONE NUMBER	14C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. SIGNATURE	17. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by CONTRACT AUTHORITY)

18. ACCEPTED AS TO ITEMS NUMBERED	19. AMOUNT	20. ACCOUNTING AND APPROPRIATION	
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
23. ADMINISTERED BY (If other than Item 6)	CODE	24. PAYMENT WILL BE MADE BY	CODE
25. NAME OF CONTRACTING OFFICER (Type or print) Jennifer J. Davis		26. CONTRACT AUTHORITY (Signature of Contracting Officer)	27. AWARD DATE

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
697DCK-22-R-00207

PAGE OF
2 94

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Janitorial Services for SFO Group - Hayward (HWD), Livermore (LVK), and San Francisco SSC (SFO SSC) Delivery Location Code: 46991PZF 46991PZF 6991PZ DOT FAA WWU25 EBY WP85CB EAST BAY SSC ESE 1031 GRUMMAN ST OAKLAND CA 946214509 US</p> <p>Period of Performance: 07/01/2022 to 06/30/2027</p> <p>Base: 07/01/2022 - 06/30/2023 Regular Janitorial Services at the Hayward Air Traffic Control Tower (HWD ATCT) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03</p> <p>Delivery: 06/30/2023 Period of Performance: 07/01/2022 to 06/30/2023</p>				
00002	<p>Base: 07/01/2022 - 06/30/2023 Optional Level 2 Services at the Hayward Air Traffic Control Tower (HWD ATCT) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03</p> <p>Delivery: 06/30/2023 Period of Performance: 07/01/2022 to 06/30/2023</p>				
00003	<p>Base: 07/01/2022 - 06/30/2023 Regular Janitorial Services at the Livermore Air Traffic Control Tower (LVK ATCT) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03</p> <p>Delivery: 06/30/2023 Period of Performance: 07/01/2022 to 06/30/2023</p>				
00004	<p>Base: 07/01/2022 - 06/30/2023 Optional Level 2 Services at the Livermore Air Traffic Control Tower (LVK ATCT) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03</p> <p>Delivery: 06/30/2023 Period of Performance: 07/01/2022 to 06/30/2023</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
697DCK-22-R-00207

PAGE OF
3 94

NAME OF OFFEROR OR CONTRACTOR

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00005	Base: 07/01/2022 - 06/30/2023 Regular Janitorial Services at the San Francisco System Support Center (SFO SSC) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03 Delivery: 06/30/2023 Period of Performance: 07/01/2022 to 06/30/2023				
00006	Base: 07/01/2022 - 06/30/2023 Optional Level 2 Services at the San Francisco System Support Center (SFO SSC) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03 Delivery: 06/30/2023 Period of Performance: 07/01/2022 to 06/30/2023				
00007	OY1: 07/01/2023 - 06/30/2024 Regular Janitorial Services at the Hayward Air Traffic Control Tower (HWD ATCT) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2023 Delivery: 06/30/2024 Period of Performance: 07/01/2023 to 06/30/2024				
00008	OY1: 07/01/2023 - 06/30/2024 Optional Level 2 Services at the Hayward Air Traffic Control Tower (HWD ATCT) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2023 Delivery: 06/30/2024 Period of Performance: 07/01/2023 to 06/30/2024				
00009	OY1: 07/01/2023 - 06/30/2024 Regular Janitorial Services at the Livermore Air Traffic Control Tower (LVK ATCT) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
697DCK-22-R-00207

PAGE OF
4 94

NAME OF OFFEROR OR CONTRACTOR

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00010	(Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2023 Delivery: 06/30/2024 Period of Performance: 07/01/2023 to 06/30/2024 OY1: 07/01/2023 - 06/30/2024 Optional Level 2 Services at the Livermore Air Traffic Control Tower (LVK ATCT) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03 (Option Line Item)				
00011	(Expected Exercise Date/Days After Award:)06/01/2023 Delivery: 06/30/2024 Period of Performance: 07/01/2023 to 06/30/2024 OY1: 07/01/2023 - 06/30/2024 Regular Janitorial Services at the San Francisco System Support Center (SFO SSC) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03 (Option Line Item)				
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00013	(Expected Exercise Date/Days After Award:)06/01/2023 Delivery: 06/30/2024 Period of Performance: 07/01/2023 to 06/30/2024 OY2: 07/01/2024 - 06/30/2025 Regular Janitorial Services at the Hayward Air Traffic Control Tower (HWD ATCT) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly =\$ _____ Electronic & IT: 03 Continued ...				

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00014	(Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2024 Delivery: 06/30/2025 Period of Performance: 07/01/2024 to 06/30/2025 OY2: 07/01/2024 - 06/30/2025 Optional Level 2 Services at the Hayward Air Traffic Control Tower (HWD ATCT) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03 (Option Line Item)				
00015	(Expected Exercise Date/Days After Award:)06/01/2024 Delivery: 06/30/2025 Period of Performance: 07/01/2024 to 06/30/2025 OY2: 07/01/2024 - 06/30/2025 Regular Janitorial Services at the Livermore Air Traffic Control Tower (LVK ATCT) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03 (Option Line Item)				
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00017	(Expected Exercise Date/Days After Award:)06/01/2024 Delivery: 06/30/2025 Period of Performance: 07/01/2024 to 06/30/2025 OY2: 07/01/2024 - 06/30/2025 Regular Janitorial Services at the San Francisco System Support Center (SFO SSC) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
697DCK-22-R-00207

PAGE OF
6 94

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00018	(Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2024 Delivery: 06/30/2025 Period of Performance: 07/01/2024 to 06/30/2025 OY2: 07/01/2024 - 06/30/2025 Optional Level 2 Services at the San Francisco System Support Center (SFO SSC) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03 (Option Line Item)				
00019	(Expected Exercise Date/Days After Award:)06/01/2024 Delivery: 06/30/2025 Period of Performance: 07/01/2024 to 06/30/2025 OY3: 07/01/2025 - 06/30/2026 Regular Janitorial Services at the Hayward Air Traffic Control Tower (HWD ATCT) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03 (Option Line Item)				
00020	(Expected Exercise Date/Days After Award:)06/01/2025 Delivery: 06/30/2026 Period of Performance: 07/01/2025 to 06/30/2026 OY3: 07/01/2025 - 06/30/2026 Optional Level 2 Services at the Hayward Air Traffic Control Tower (HWD ATCT) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03 (Option Line Item)				
00021	(Expected Exercise Date/Days After Award:)06/01/2025 Delivery: 06/30/2026 Period of Performance: 07/01/2025 to 06/30/2026 OY3: 07/01/2025 - 06/30/2026 Regular Janitorial Services at the Livermore Air Traffic Control Tower (LVK ATCT) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
697DCK-22-R-00207

PAGE OF
7 94

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00022	(Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2025 Delivery: 06/30/2026 Period of Performance: 07/01/2025 to 06/30/2026 OY3: 07/01/2025 - 06/30/2026 Optional Level 2 Services at the Livermore Air Traffic Control Tower (LVK ATCT) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2025 Delivery: 06/30/2026 Period of Performance: 07/01/2025 to 06/30/2026				
00023	OY3: 07/01/2025 - 06/30/2026 Regular Janitorial Services at the San Francisco System Support Center (SFO SSC) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2025 Delivery: 06/30/2026 Period of Performance: 07/01/2025 to 06/30/2026				
00024	OY3: 07/01/2025 - 06/30/2026 Optional Level 2 Services at the San Francisco System Support Center (SFO SSC) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03 (Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2025 Delivery: 06/30/2026 Period of Performance: 07/01/2025 to 06/30/2026				
00025	OY4: 07/01/2026 - 06/30/2027 Regular Janitorial Services at the Hayward Air Traffic Control Tower (HWD ATCT) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
697DCK-22-R-00207

PAGE OF
8 94

NAME OF OFFEROR OR CONTRACTOR

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00026	(Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2026 Delivery: 06/30/2027 Period of Performance: 07/01/2026 to 06/30/2027 OY4: 07/01/2026 - 06/30/2027 Optional Level 2 Services at the Hayward Air Traffic Control Tower (HWD ATCT) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03				
00027	(Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2026 Delivery: 06/30/2027 Period of Performance: 07/01/2026 to 06/30/2027 OY4: 07/01/2026 - 06/30/2027 Regular Janitorial Services at the Livermore Air Traffic Control Tower (LVK ATCT) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03				
00028	(Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2026 Delivery: 06/30/2027 Period of Performance: 07/01/2026 to 06/30/2027 OY4: 07/01/2026 - 06/30/2027 Optional Level 2 Services at the Livermore Air Traffic Control Tower (LVK ATCT) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03				
00029	(Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2026 Delivery: 06/30/2027 Period of Performance: 07/01/2026 to 06/30/2027 OY4: 07/01/2026 - 06/30/2027 Regular Janitorial Services at the San Francisco System Support Center (SFO SSC) per the attached Statement of Work (SOW). Monthly = \$ _____ Yearly = \$ _____ Electronic & IT: 03 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
697DCK-22-R-00207

PAGE OF
9 94

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00030	<p>(Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2026</p> <p>Delivery: 06/30/2027 Period of Performance: 07/01/2026 to 06/30/2027</p> <p>OY4: 07/01/2026 - 06/30/2027 Optional Level 2 Services at the San Francisco System Support Center (SFO SSC) per the attached Statement of Work (SOW). Daily = \$ _____ Electronic & IT: 03</p> <p>(Option Line Item) (Expected Exercise Date/Days After Award:)06/01/2026</p> <p>Delivery: 06/30/2027 Period of Performance: 07/01/2026 to 06/30/2027</p>				

Section B - Supplies or Services/Prices

Section B - Schedule

Clause List

SA25 PRICES/COSTS FOR SERVICES

Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for Janitorial Services for the SFO Group - Hayward ATCT (HWD), Livermore ATCT (LVK), and the San Francisco SSC (SFO SSC) in accordance with the specifications, drawings, contract clauses, and wage rates.

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 1996 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.

(End of Clause)

SA30 SITE VISIT

There is an optional site visit on March 29, 2022 at the times scheduled below.

a. Meeting point.

- **3/29/22 at 9:00 am Local Time – SFO SSC** – 601 Gateway Blvd, Suite 1140, South San Francisco, CA 94080 – POC: Les Collins, (650) 400-1898

- **3/29/22 @ 12:00 noon Local Time – HWD** – 20301 Skywest Drive, Hayward, CA 94541 – POC: Sean Frost, (510) 299-4648

- **3/29/22 @ 3:00 pm Local Time – LVK** – 636 Terminal Circle, Livermore, CA 94551– POC: Sean Frost, (510) 299-4648.

b. The FAA facility escort has been instructed not to answer any questions about the project during the site visit, please do not ask them any. All questions from the site visit must be submitted in writing according to the RFO's instructions in Section B, Clause B005 Solicitation Questions (above). The FAA assumes no responsibility for any conclusions or interpretations made by the contractor based on the information received by any means other than in writing from the Contracting Officer. The FAA does not assume responsibility for any understanding reached or representation made concerning conditions, which can affect the work, by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in the contract.

c. To attend the site visit, advance notice by email is required by Monday, March 28, 2022, at 12:00 noon CT to the FAA points of contact listed just below. You are required to provide your company representative's name.

POC: Jennifer J Davis at jennifer.j.davis@faa.gov. ***Do not contact any of the POCs listed above for anything other than assistance in getting to the site.***

(End of Clause)

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Section C - Description/Specifications

Scope of Work

The Statement of Work (SOW) is attached in Section J as Attachment J-1.

Clause List

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Section D - Packaging and Marking

Clause List

The remainder of this page has been intentionally left blank.

Section E - Inspection and Acceptance

Clause List

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2019)

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: <https://fast.faa.gov/contractclauses.cfm>.

(End of clause)

3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT (APR 1996)

3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APR 1996)

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Section F - Deliveries or Performance

Clause List

SA13 HOLIDAYS

The following Federal holidays are observed by the Federal Aviation Administration.

New Year's Day January 1st

Martin Luther King's Birthday Third Monday in January

Presidents Day Third Monday in February

Memorial Day Last Monday in May

Juneteenth Independence Day June 19th

Independence Day July 4th

Labor Day First Monday in September

Columbus Day Second Monday in October

Veterans Day November 11th

Thanksgiving Day Fourth Thursday in November

Christmas Day December 25th

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Section G - Contract Administration Data

Clause List

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2019)

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(End of clause)

3.10.1-22 CONTRACTING OFFICER'S REPRESENTATIVE (APR 2012)

SA5 PHOTOGRAPHS

In accordance with FAA Order 1600.69, Paragraph 319 All employees on this contract are strictly prohibited from taking any photographs during the duration of this contract without prior approval of the Facility Manager.

SA14 AUTHORITY OF THE GOVERNMENT

No one other than the Contracting Officer has the authority to authorize or make changes in the terms, conditions, change the scope of work or specifications in the contract, make any commitments or otherwise obligate the Government, or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

SA36 CORRESPONDENCE

The contracting officer prefers to receive written communication and documents electronically via email at jennifer.j.davis@faa.gov. All email correspondence to the FAA must state the contract number in the 'Subject' field. Electronic documents must be accompanied by an explanatory email and should be sent in a portable-document-format type file (file extension pdf), such as Adobe Acrobat. Vendors are required to ensure that the quality of the administrative content in electronic files represents a reasonably high business standard. The Government is not responsible for the administrative ordering or legibility of correspondence received electronically. Emailed files/documents may not be in a zipped format. If electronic file sizes (i.e., typically expressed as kilobytes or megabytes) are too large for email attachments, recommend delivery in compact disk (CD) format submitted via hard-copy mail. Any CD mailing or printed-paper, hard-copy correspondence will be sent to the contracting officer at the following address.

Federal Aviation Administration, Attn: Jennifer J Davis, 10101 Hillwood Parkway, Fort Worth, TX 76177.

(End of Clause)

SA40 FAA FACILITY REGULATIONS

Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

(End of Clause)

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Section H - Special Contract Requirements

Clause List

3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JUL 2020)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between:

- (1) Contracts written on paper and contracts in electronic form;
- (2) Pen-and-ink signatures and electronic signatures; and
- (3) Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) Certain documents may need to be provided or maintained in original form, such as large-scale drawings impractical to convert to electronic format or a document with a raised seal signifying authenticity. This clause does not change or affect any other requirements that a document must be in paper format to satisfy legal requirements such as for certain real estate transactions.

(d) The use of electronic signature technology is authorized under this solicitation and the resulting contract.

(e) Contractors must not digitally sign any documents with software that uses the Secure Hash Algorithm 1 (SHA-1). All digitally signed documents and contracts sent to the FAA must use a SHA-256 or higher hash algorithm. This is based on the National Institute of Standards and Technology (NIST) Policy Statement on Hash Functions dated August 5, 2015. Further guidance on the use of SHA-256 is in NIST Special Publication (SP) 800-57 Part 1, section 5.6.2 as amended and SP 800-131A, Revision 1 dated November 6, 2015. Additional guidance on the use of SHA-3 is in NIST SP 800-185 as amended.

(f) Contractors do not have to update documents previously digitally signed using SHA-1 hash algorithms unless the document requires updating. The FAA and contractors may continue to use SHA-1 for the following applications: Verifying old digital signatures and time stamps, generating and verifying hash-based message authentication codes (HMACs), key derivation functions (KDFs), and random bit/number generation.

(End of Clause)

3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 2022)

(a) Definitions.

(1) "The Act," as used in this clause, means section 1352, title 31, United States Code.

(2) "Agency," as used in this clause, means executive agency, within the meaning of 5 U.S.C. 101, 102, and 104(I), and any wholly owned Government corporation within the meaning of 31 U.S.C. 9101.

(3) "Covered Federal action," as used in this clause, means any of the following Federal actions:

(i) The awarding of any Federal contract.

(ii) The making of any Federal grant.

(iii) The making of any Federal loan.

(iv) The entering into of any cooperative agreement.

- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (4) "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5304) and include Alaskan Natives.
- (5) "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- (6) "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
- (7) "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:
- (i) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
 - (ii) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
 - (iii) A special Government employee, as defined in section 202, title 18, United States Code.
 - (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.
- (8) 'Person,' as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- (9) 'Reasonable compensation,' as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
- (10) 'Reasonable payment,' as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
- (11) 'Recipient,' as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
- (12) 'Regularly employed,' as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person must be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
- (13) 'State,' as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.
- (b) Prohibitions. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal action) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the screening information request (SIR), the offeror must complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this clause in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must disclose accordingly.

(4) This certification and disclosure is a prerequisite for making or entering into this contract imposed by the Act. Any person who makes a prohibited expenditure or fails to file or amend a disclosure form, must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000, for each such failure.

(c) The prohibitions of the Act do not apply under the following conditions:

(1) Agency and legislative liaison by its own employees.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(ii) For purposes of subdivision (c)(1)(i) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(iii) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(A) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(iv) The following agency and legislative liaison activities are permitted where they are prior to Screening Information Request (SIR) of any covered Federal action:

(A) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(B) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(C) Capability presentations by persons seeking awards from an agency pursuant to the provisions of a law authorizing such actions;

(v) Only those services expressly authorized by subdivision (c)(1)(i) of this clause are permitted under this clause.

(2) Professional and technical services.

(i) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of:

(A) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(B) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any submittal/offer or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(ii) For purposes of subdivision (c)(2)(i) of this clause, 'professional and technical services' must be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a submittal/offer by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's submittal/offer, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a submittal/offer are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(iii) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(iv) Only those services expressly authorized by subdivisions (c)(2)(i) and (ii) of this clause are permitted under this clause.

(v) The reporting requirements herein must not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(d) Disclosure.

(1) If the Contractor, who requests or receives from an agency a Federal contract, has made or has agreed to make any payment using non-appropriated funds (to include profits from any Covered Federal action), to any person for the purpose of influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with a Covered Federal action, the Contractor must file with that agency a disclosure form, OMB Standard Form LLL, Disclosure of Lobbying Activities..

(2) The Contractor must file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (d)(1) of this clause. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor must require the certification, and if required, a disclosure form by any person who requests or receives any subcontractor exceeding \$150,000 under the Federal contract.

(4) All subcontractor disclosure forms must be forwarded from tier to tier until received by the prime Contractor. The prime Contractor must submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor.

(e) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(f) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or fails to file or amend the disclosure form to be filed or amended by paragraph (b) must be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representations made by their subcontractors in the certification and in the disclosure form.

(g) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

SA15 INSURANCE REQUIREMENTS SCHEDULE

"(See Section I, Clause 3.4.1-10, Insurance--Work on Federal Aviation Administration Installation)

During the term of the contract, the Contractor and each subcontractor shall at their own expense, purchase and maintain the following minimum insurance requirements in companies properly licensed and satisfactory to the Contracting Officer:

Automobile and Truck Liability

\$200,000 - bodily injury per person, not to exceed \$500,000 per occurrence.

\$100,000 - property damage per occurrence.

Comprehensive General Liability

\$500,000 - Combined bodily injury and property damage per occurrence.

Workmen's Compensation

\$100,000 or statutory, whichever is greater.

Umbrella or Excess Liability

\$1,000,000 combined single limits bodily injury and property damage.

Insurance certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the Contracting Officer at the following address:

Federal Aviation Administration

ATTN: Jennifer J Davis Contracting Officer, AAQ- 580

email to jennifer.j.davis@faa.gov

Include your contract number on document or email

It is agreed that the Federal Aviation Administration, the property owner(s) and their representatives will be held harmless by the Contractor for any loss or damage to sheds, tools, equipment, property and materials of the Contractor, and his subcontractors, their servants and employees, it being understood that the Contractor may at his expense carry any insurance which may be required to provide the necessary protection against such loss or damage.

The Contractor shall not commence work under the contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Contracting Officer. Approval of the insurance by the Contracting Officer shall not relieve or decrease the liability of the Contractor.

The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

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Section I - Contract Clauses

Clause List

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2019)

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: <https://fast.faa.gov/contractclauses.cfm>.

(End of clause)

3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (JUL 2018)

3.2.2.3-83 PROHIBITION AGAINST CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (OCT 2015)

3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 2011)

3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)

3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 2021)

3.2.5-3 GRATUITIES OR GIFTS (OCT 2019)

3.2.5-4 CONTINGENT FEES (OCT 1996)

3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 2019)

3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)

3.3.1-1 PAYMENTS (JUL 2018)

3.3.1-10 AVAILABILITY OF FUNDS (APR 2014)

3.3.1-17 PROMPT PAYMENT (JAN 2021)

3.3.1-20 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (OCT 2012)

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT (JUL 2018)

3.3.1-40 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2021)

3.4.1-10 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (OCT 2020)

3.6.1-1 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (OCT 2019)

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (JUL 2021)

3.6.2-2 CONVICT LABOR (APR 1996)

3.6.2-9 EQUAL OPPORTUNITY (JUL 2020)

3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (JUL 2020)

3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2020)

3.6.2-28 SERVICE CONTRACT LABOR STANDARDS (OCT 2020)

3.6.2-30 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (OCT 2020)

3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (OCT 2018)

3.6.2-39 TRAFFICKING IN PERSONS (APR 2019)

3.6.2-44 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JAN 2019)

3.6.2-46 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

3.6.3-7 WASTE MANAGEMENT AND POLLUTION PREVENTION (JAN 2020)

3.6.3-14 USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (JAN 2020)

3.6.3-16 DRUG FREE WORKPLACE (MAR 2009)

3.6.3-23 DELIVERY OF ELECTRONIC AND PAPER DOCUMENTS (JAN 2020)

3.6.4-5 BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS (JAN 2022)

3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2010)

3.6.4-23 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JAN 2021)

3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (JUL 2019)

3.9.1-1 CONTRACT DISPUTES (JAN 2020)

3.9.1-2 PROTEST AFTER AWARD (AUG 1997)

3.10.1-7 BANKRUPTCY (APR 1996)

3.10.1-12 CHANGES - FIXED-PRICE (APR 1996) - ALTERNATE II (APR 1996)

3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCT 2007)

3.10.3-2 GOVERNMENT PROPERTY - BASIC CLAUSE (APR 2019)

3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCT 1996)

3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (JAN 2020)

3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (OCT 2001)

3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JAN 2011)

3.14-4 ACCESS TO FAA FACILITIES, SYSTEMS, GOVERNMENT PROPERTY, AND SENSITIVE UNCLASSIFIED INFORMATION (OCT 2021)

3.2.4-34 OPTION TO EXTEND SERVICES (OCT 2019)

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 must 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 (JUL 2021)

(a) The Government may extend the term of this contract by written notice (contract modification) to the Contractor prior to the expiration of the current period of performance provided, that the Government will give the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] 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 must be considered to include this option provision.

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

(End of clause)

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)

Funds are not presently available for performance under this contract beyond September 30, 2022. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30, 2022, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

3.3.1-33 SYSTEM FOR AWARD MANAGEMENT (OCT 2021)

(a) Definitions. As used in this clause

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

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

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

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

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

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

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

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

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

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

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

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, <https://vetbiz.va.gov/vip/>.

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

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

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

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

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

(End of Clause)

3.3.1-37 LIMITATION ON GOVERNMENT'S OBLIGATION (JUL 2018)

(a) Of the total price of contract line item number(s) (CLINs) [CO to insert data], \$[CO to insert data] is presently available for payment and allocated to these CLINs.

(b) The Contractor agrees to perform on these CLINs up to the point at which, in the event of termination of this contract pursuant to the applicable "Termination for Convenience of the Government" clause, the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs,) pursuant to paragraph (c) below, would in the exercise of reasonable judgment by the Contractor approximate the total amount currently allotted to the contract. The Contractor is not authorized to continue work on these CLINs beyond this point. The Government is not obligated to reimburse the Contractor in excess of the amount from time to time allotted to the contract, regardless of anything to the contrary in "Termination for Convenience of the Government."

(c) Funds presently allotted to this contract are estimated to cover the work to be performed until [CO to insert data]. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until this date, or an agreed substitute date, the Contractor must notify the Contracting Office in writing when within the next 30 days the work will reach a point at which, in the event of termination of this contract pursuant to "Termination for Convenience of the Government," the total amount payable by the Government pursuant to paragraph (e) below, will approximate 85 percent of the total amount then allotted to the contract. The notice must state the estimated date when this point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substitute date. The Contractor must, 30 days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the CLINs for a further period as may be specified in this clause or otherwise agreed to by the parties. If after this notification, additional funds are not allotted by the date above written or by an agreed substitute date, the Contracting Officer will, upon written request of the Contractor, terminate this contract on such date or the date set forth in the request, whichever is later, pursuant to "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the CLINs, the parties will agree on the applicable period of contract performance that will be covered by such funds. Paragraphs (b) and (c) above apply to the additional allotted funds and agreed substituted date and the contract will be modified accordingly.

(e) If the Contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by the reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the CLINs, in the time of delivery, or in both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the "Contract Disputes" Clause.

(f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination will in no way be deemed to limit the rights of the Government under the applicable AMS "Default" clause. The provisions of this clause are limited to the work on and allotment of funds for the CLIN(s) in paragraph (a) above. This clause no longer applies upon the allotment of funds for the total price of the CLINs except for rights and obligations existing under this clause.

(h) Nothing in this clause will affect the right of the Government to terminate this contract pursuant to "Termination for Convenience of the Government." In the event of a conflict between this clause and any other term or condition of this contract, this clause will take precedence.

(End of clause)

3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (JAN 2020)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).'

(c) The VETS-4212 Report must be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-4212. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor must include the terms of this clause in every subcontract or purchase order of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

3.6.2-29 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (OCT 2020)

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

Employee class Monetary Wage-Fringe Benefits

Alameda County Janitor = \$18.41

San Francisco County Janitor = \$18.36

[] []

[] []
[] []

(End of clause)

3.6.3-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (OCT 2016)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert None): _____
Identification No.: _____

(c) The apparently successful offeror, by acceptance of the contract, certifies that the list in paragraph (b) of this clause is complete. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause or the certification submitted under paragraph (c) of this clause, the Contractor shall promptly notify the Contracting Officer (CO) and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to:

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material;

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the Safety Data Sheets with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit Safety Data Sheets to consignees in advance of receipt of shipments by consignees, if authorized in writing by the CO.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the Safety Data Sheets in or on each shipping container. If affixed to the outside of each container, the Safety Data Sheets must be placed in a weather resistant envelope.

(End of clause)

3.8.2-9 SITE VISIT (APR 1996)

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

(End of provision)

3.8.2-11 CONTINUITY OF SERVICES (OCT 2018)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to:

(1) Furnish phase-in training and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor must, upon the CO's written notice:

(1) Furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan must specify a training program and a date for transferring responsibilities for each division of work described in the plan, and must be subject to the CO's approval. The Contractor must provide sufficient experienced personnel during the phase- in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor must allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor must also disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor must release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor must be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorata portion of the fee (profit) under this contract.

(End of clause)

3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (JAN 2019)

(a) Consent to subcontract in this clause applies to subcontracts resulting from unpriced modifications to this contract if required as indicated under (b) or (c) below.

(b) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor must notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have an approved purchasing system and if the subcontract:

(1) Is proposed to exceed \$150,000; or

(2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$150,000.

(c) If the contractor has an approved purchasing system, the contractor nevertheless must obtain the Contracting Officer's written consent before placing the following subcontracts:

[Fillin subcontract]

[Fillin subcontract]

[Fillin subcontract]

(d) The advance notification required by paragraphs (b) and (c) above must include-

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontract to be used;

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;

(4) The proposed subcontract price and the Contractor's cost or price analysis;

(5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;

(6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and

(7) A negotiation memorandum reflecting-

(i) The principal elements of the subcontract price negotiations;

(ii) The most significant considerations controlling establishment of initial or revised prices;

(iii) The reason cost or pricing data were or were not required;

(iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;

(vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(vii) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation must identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(e) The Contractor must obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification will constitute the consent of the Contracting Officer.

(f) Even if the Contractor's purchasing system has been approved, the Contractor must obtain the Contracting Officer's written consent before placing subcontracts identified below:

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system will constitute a determination:

(1) of the acceptability of any subcontract terms or conditions,

(2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or

(3) to relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract placed under this contract will provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) The Government reserves the right to review the Contractor's purchasing system.

(End of clause)

3.13-16 RECORDS MANAGEMENT (JAN 2020)

(a) *Definitions.*

Federal record as defined in 44 U.S.C. § 3301, means all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them. The term Federal record:

(1) Includes all FAA records.

(2) Does not include personal materials.

(3) Applies to records created, received, or maintained by Contractors pursuant to a FAA contract.

(4) May include deliverables and documentation associated with deliverables.

(b) *Requirements.*

(1) *Compliance.* The contractor must comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chapters 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by Privacy Act of 1974 (5 U.S.C. 552a), to the extent that the Privacy Act applies to any records maintained by the Contractor. These policies include the preservation of all Federal records, regardless of form or characteristics, mode of transmission, or state of completion.

(2) *Applicability.* All data created for Government use and delivered to, or falling under, the legal control of the Government, are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33. Such Federal records must be managed and scheduled for disposition only as permitted by the Federal Records Act, relevant statute or regulation, and FAA Order 1350.14 "Records Management" at https://www.faa.gov/documentLibrary/media/Order/FAA_1350.14B.pdf.

(3) *Records maintenance.* While in Contractor's custody, the Contractor is responsible for preventing the alienation or unauthorized destruction of FAA records, including all forms of mutilation. Records may not be removed from the legal custody of FAA or destroyed except in accordance with the provisions of the agency records schedules and

with the written concurrence of the FAA Agency Records Officer (ARO) (or the ARO's designate) and Contracting Officer, as appropriate. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the Contractor must report the event to the Contracting Officer in accordance with 36 CFR 1230, Unlawful or Accidental Removal, Defacing, Alteration, or Destruction of Records, for reporting to NARA by FAA Records Management. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

(4) *Unauthorized disclosure.* The Contractor must notify the Contracting Officer within 2 (two) hours of discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The Contractor must ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor must not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the FAA ARO (or the ARO's designate) and the Contracting Officer. Destruction of records is expressly prohibited unless in accordance with the contract.

(c) *Records management contracts* - where the contractor is required to design, develop, and/or operate a system of records, the following additional requirements apply:

During the contract, the FAA ARO (or ARO's designate) has the right to inspect where the records are stored (digitally or paper records) in order to ensure they are properly protected from the elements and/or loss. This inspection must be coordinated through the Contracting Officer or the Contracting Officer's Representative. The contractor must be provided 30 calendar days' notice of such inspections. This clause may be tailored to provide for a different notice period. Additional details regarding such inspections consistent with this clause may be specified in the Statement of Work.

For contracts where the contractor is responsible for managing FAA records, when the records are no longer required or at the completion of the contract, the records must be returned to FAA control. Items returned to the FAA must be hand carried, mailed, or securely electronically transmitted to the Contracting Officer or address indicated in the contract.

(d) *Non-public information.* The Contractor must not create or maintain any records containing any non-public FAA information that are not specifically tied to or authorized by the contract.

(e) *Ownership.* Consistent with all applicable data rights clauses in this contract, the FAA is the sole owner of the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which FAA will have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by applicable data rights clauses in this contract.

(f) *Notification of third party access requests.* The Contractor must notify the Contracting Officer promptly of any requests from a third party for access to Federal records, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor must cooperate with the Contracting Officer to take all measures to protect Federal records, from any unauthorized disclosure.

(g) *Training.* All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take FAA-provided records management training upon starting under the contract and annually thereafter as per the FAA Electronic Learning Management System (eLMS). If the contractor does not have access to eLMS, the contractor is to contact the Contracting Officer or Contracting Officer's Representative (COR) who will advise the ARO who will in turn make arrangements to ensure the contractor has access. The Contractor is responsible for confirming to the Contracting Officer in an annual report due by September 30 of each year under the contract that training, including initial training and annual refresher training, has been completed in accordance with agency policies. This annual report must list the employee names and dates of initial or annual refresher training.

(h) *Agency Records Officer (ARO)* - regarding clause provisions above that cite the ARO or designate, information as to the name of the ARO or the ARO designate for particular locations outside FAA Headquarters may be obtained from the FAA Records and Information Management Team (RIM) at 9-faa-records-management-program@faa.gov.

(i) *Subcontractor flowdown requirements.* The Contractor must incorporate the substance of this clause, its terms and requirements including this paragraph (i), in all subcontracts under this contract.

3.14-2 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS (APR 2021)

1. No contractor employee, subcontractor, or consultant will be allowed

unescorted access to any FAA facility;
access to FAA classified information;
access to FAA *Sensitive Unclassified Information (SUI); or
access to FAA systems or resources

unless they have been authorized by the FAA Office of Personnel Security (AXP).

*SUI is defined as unclassified information, in any form including print, electronic, visual, or aural forms, which is protected from uncontrolled release to persons outside the FAA and indiscriminate dissemination within the FAA. It includes aviation security, homeland security, and protected critical infrastructure information. SUI may include information that may qualify for withholding from the public under the Freedom of Information Act (FOIA).

2. Consistent with FAA Order 1600.72A, AXP must approve designated risk levels for the positions under the contract, to be determined by the FAA Operating Office (the organization with the requirement) in coordination with the COR, using the OPM Position Designation Automated Tool (PD Tool).

3. For all contractor employees, subcontractors, or consultants requiring access to FAA facilities, classified information, sensitive unclassified information, systems, or resources, the prime contractor must submit to their responsible AXP office and CO/COR, a point of contact (POC) who will be responsible for entering all contractor applicant data, to include subcontractor data, into the Vendor Applicant Process (VAP) system (vap.faa.gov) for security processing. The contractor must not enter contractor employees in VAP unless they have a legitimate need for access to FAA facilities, classified information, sensitive unclassified information and/or systems according to the terms of the contract. Contractor employees who will not require the aforementioned types of access or who would be under escort of other badged personnel are not be entered in VAP.

4. If an applicant has had a previous US Government conducted background investigation, which meets the investigative requirements for the position and meets established reciprocity guidelines, it will be accepted by the FAA. The FAA reserves the right to conduct further investigations, including requesting additional information from the applicant, if necessary.

5. If no previous investigation exists, or if the previous investigation does not meet investigative requirements for the position, AXP will:

a. Send the applicant an e-mail (this step may be delegated to VAP POC) with instructions for completing investigative requirements.;

b. Instruct the applicant how to enter and complete a background investigation questionnaire through the electronic Questionnaires for Investigation Processing (eQIP) system;

c. Provide where to upload, or send/fax applicable forms; and

d. Provide instructions regarding fingerprinting. (any fees associated with obtaining fingerprints are not the responsibility of the FAA)

The contractor employee must complete the investigative requirements and submit required material within 15-calendar days of receiving the e-mail from AXP. If items are submitted outside of the eQIP system, the contractor

must submit the required information, referencing the contract number, to the AXP POC noted in the instruction email.

6. No contract employee, subcontractor, or consultant, identified as requiring a background investigation under the contract will work in any position unless AXP has authorized them to begin work. Authorization will be in the form of an Interim or Final Suitability email notification from AXP to the VAP POC and CO.

7. No contract employees, subcontractor, or consultant will be issued a FAA Personal Identity Verification (PIV) card, or other FAA issued ID card, unless they have been granted an Interim or Final suitability from AXP.

8. The Contractor VAP POC must inform the CO/COR and submit a VAP removal record in VAP within twenty-four (24) hours after any contractor employee resigns, is terminated, transferred, or otherwise removed from the contract. If the FAA issued the contract employee a PIV card, or other ID card, the contractor must collect the card within twenty-four hours, and return it to AXP no later than five business-days of the employee's termination or transfer.

9. The CO will provide notice to the contractor within 24-hours after receipt of a determination that the contractor or its employee has not complied with security related contract requirements, security-related FAA Orders, or if a contractor employee's conduct is objectionable or contrary to the public interest, or inconsistent with the best interest of national security. The notice will instruct the contractor to remove its employee's access to FAA premises or networks, or otherwise remedy the contractor's performance.

10. The contractor must immediately comply with the CO's direction to remedy its security performance at the contractor's expense, including removing the employee from FAA premises and networks. If the contractor employee is working under an interim suitability authorization, the contractor must take appropriate action, including the removal of the contractor employee from working on the FAA contract, at their own expense. Once action has been taken, the contractor must report the action via the VAP within the timeframe prescribed in paragraph 8 of this clause.

11. After coordination with AXP, the CO may require contractor employees to submit any other security information deemed reasonably necessary to protect the interests of the FAA. This includes submitting to additional fingerprinting, responding to letters of inquiry, and background reinvestigations required under Federal Investigative Standards. In this event, the contractor must provide, or cause each of its employees to provide, such security information to AXP. Failure to cooperate with security processing will result in an unfavorable suitability determination.

12. The contractor must retrieve a current roster report through VAP on a quarterly basis to ensure the roster is accurate, and immediately correct any discrepancies with the responsible AXP office. The prime contractor is responsible for the accuracy of their subcontractors' rosters as well.

13. Contractor employees subject to the requirements of this clause must take the FAA Security Awareness Virtual Initiative (SAVI) training within 90 days of reporting to work and annually thereafter. This training is available on the FAA's Electronic Learning Management System (eLMS). Contractors without access to eLMS please see <https://my.faa.gov/org/linebusiness/ash/programs/savi.html> for instructions.

14. The prime contractor must contact the CO or COR, and AXP within one business-day in the event an employee (who has been cleared for FAA access by AXP) is arrested (i.e., taken into custody 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 or subcontractor employee.

15. Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract, and may result in suspension or revoked access to FAA assets for the Contractor's employee.

16. 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.

17. The contractor agrees to insert terms that conform substantially to the language of this clause, excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under FAA Order 1600.72A do not apply.

(End of Clause)

3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (JAN 2019)

(a) Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States and is not a Legal Permanent Resident (LPR) of the United States.

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

(c) Foreign Nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

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

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

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

(d) Foreign Nationals proposed under this contract must meet the following additional conditions:

(1) Provide a current, unexpired passport and Place of Birth in order to attain a favorably adjudicated Security background check in accordance with the FAA Order 1600.72A, Contractor and Industrial Security Program; and,

(2) Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.

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

(End of Clause)

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Section J - List of Documents, Exhibits and Other Attachments

Attachment List

ATTACHMENT	TITLE	DATE	NO. OF PAGES
1	SOW for Janitorial Services for SFO Group - HWD, LVK, SFO SSC	03/09/2022	11
2	Level 2 SOW for All TRACONs ATCTs ARTCCs	02/24/2022	2
3	SCA WD 2015-5623 Rev 17 dated 122721	02/24/2022	12
4	SCA WD 2015-5637 Rev 20 dated 122721	02/24/2022	12
5	Contractor Letter COVID 19_Updated 081721	02/24/2022	3
6	SIR - Form-Contractor Staffing Access Questionnaire	02/24/2022	2
7	Customer Satisfaction Survey - 697DCK-22-R-00207	02/24/2022	1

The remainder of this page has been intentionally left blank.

Section K - Representations, Certifications, and Other Statements of Bidders

Clause List

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2019)

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: <https://fast.faa.gov/contractclauses.cfm>.

(End of clause)

3.2.2.3-82 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (JUL 2012)

3.2.2.3-81 PROHIBITION AGAINST CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (OCT 2015)

(a) Definition: "Inverted Domestic Corporation" and "subsidiary" are defined in AMS clause 3.2.2.3-83 "Contracting with Inverted Domestic Corporations."

(b) The FAA is not permitted to use appropriated or otherwise made available funds for contracts with either an inverted domestic corporation or a subsidiary of an inverted domestic corporation unless the requirement is waived in accordance with applicable AMS guidance)

(c) Representation. By submittal of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Provision)

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2021)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) All representations and certifications as reflected in the System for Award Management (SAM) are current and accurate as of the date the proposal/offer is submitted. The offeror must provide immediate written notice to the Contracting Officer if at any time prior to award the Offeror and/or any of its Principals learns that any certification or representation in SAM was erroneous when this proposal/offer was submitted or has become erroneous by reason of changed circumstances. If registered in SAM as a Service-Disabled Veteran-Owned Small Business (SDVOSB), by submission of an offer, the offeror acknowledges that they are designated as a SDVOSB by the Department of Veterans Affairs, and this designation appears as such on the Veteran Affairs website, vetbiz.va.gov.

(ii) 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) (ii)(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).

(E) 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 must 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 must 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 SYSTEM FOR AWARD MANAGEMENT (AUG 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.3.1-41 ELECTRONIC INVOICING - REPRESENTATION (JAN 2021)

(a) The FAA intends to use electronic invoicing as per AMS clause 3.3.1-40 "Electronic Submission of Payment Requests" for this contract when it is awarded. Offerors must indicate whether they are currently using this form of electronic invoicing on other contract(s), or can easily adapt to it upon award of the contract. [] Yes [] No

(b) If an offeror indicates "No" the offeror must explain in this space why a waiver of this requirement should be approved in the event they were awarded the contract.

[]

(c) Waiver requests will be handled per (f) of clause 3.3.1-40.

3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (MAR 2009)

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

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

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

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

(2) Retain the certifications in the files; and

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

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

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

(End of provision)

3.6.4-18 CERTIFICATION REGARDING STEEL AND MANUFACTURED PRODUCTS (APR 2021)

In accordance with 49 USC Section 50101, the offeror/contractor certifies that: (Check one) [] The steel and manufactured goods, including components and subcomponents provided in accordance with this contract are entirely produced in United States (or deemed United States produced pursuant to International Agreement) [] The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components of the facility or equipment and final assembly of the facility or equipment has occurred in the United States.

(End of clause)

3.6.4-19 PROHIBITION CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATED TO IRAN- REPRESENTATION AND CERTIFICATIONS (APR 2013)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

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

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any other entity owned or controlled by, or person controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any other entity owned or controlled by, or person controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act 50 USC 1701 et. seq. (see the Department of the Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List on their website).

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

3.6.4-22 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (JAN 2021)

(a) Definitions. As used in this provision-

Backhaul, Covered telecommunications equipment or services, Critical technology, Interconnection Arrangements, Reasonable inquiry, Roaming and Substantial or essential component have the meanings provided in AMS clause 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a) (1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in this prohibition will be construed to-

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a) (1) (B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government. Nothing in this prohibition will be construed to-

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates "does".

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision
If the Offeror has responded "will" in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer--

(1) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision.

(2) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" to paragraph (d) (2) of this provision, the offeror must provide the following information as part of the offer-

(3) For covered equipment

(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

(i)If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

3.6.4-24 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION
(JAN 2021)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meanings per the clause 3.6.4-23 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment".

(b) *Procedures.* The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) *Representation.*

(1) The offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(end of provision)

3.13-4 CONTRACTOR IDENTIFICATION NUMBER - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (AUG 2012)

(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 SAM 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 SAM 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 SAM 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)

The remainder of this page has been intentionally left blank.

Section L - Instructions, Conditions, and Notices to Bidders

Clause List

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2019)

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: <https://fast.faa.gov/contractclauses.cfm>.

(End of clause)

3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JUL 2004)

3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JUL 2004)

3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JUL 2004)

3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JUL 2004)

3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (APR 2018)

3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JUL 2004)

3.2.2.3-17 PREPARING OFFERS (JUL 2004)

3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (MAR 2009)

3.2.2.3-19 CONTRACT AWARD (JUL 2004)

3.10.1-9 STOP-WORK ORDER (OCT 1996)

3.2.2.3-20 OFFERS (JAN 2018)

(a) The offeror (you) must submit responses to this SIR by the following electronic means email to jennifer.j.davis@faa.gov Your offer must arrive at the place and by the time specified in the SIR.

(b) Such 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 offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) Send your offer to Jennifer J Davis at jennifer.j.davis@faa.gov.

(e) We will not be responsible for any failure attributable to transmitting or receiving the offer, unless it falls under section (a) of AMS provision 3.2.2.3-14 "Late Submissions, Modifications, and Withdrawals of Submittals".

(End of provision)

3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award of a Firm Fixed Price contract resulting from this Screening Information Request.

(End of provision)

3.6.1-17 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE (JAN 2021)

The North American Industry Classification System (NAICS) code for this procurement is:
561720.

The small business size standard as defined by the Small Business Administration (SBA) is the following:

For NAICS codes based on SBA's calculation of annual receipts, the annual average receipts cannot exceed \$19.5M.

For NAICS codes based on the number of employees, the average number of employees over the last twelve-month period cannot exceed N/A.

(End of provision)

3.9.1-3 PROTEST (JAN 2020)

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 or if permitted by order of the ODRA, by electronic filing. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(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) For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; 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)

SA18 PROPOSAL CONTENT

Submission of Offer. An Offeror shall submit an offer which shall include the following.

Proposal (Provide 1 copy).

NOTE: The contractor's proposal shall include:

[] Cover letter stating that no exceptions are taken to any specification requirements or contract terms and condition, or detailed summary of all exceptions taken.

[] Signed SOLICITATION, OFFER, AND AWARD form (plus all amendments issued)

[] Part I, Section B, SUPPLIES/SERVICES & PRICE/COST thru Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS (Note: ensure Offeror completes Section I, clause 3.6.3-3 Hazardous Material Identification and Material Safety Data) All clauses must be completed as required. The FAA follows the AMS, not the FAR, therefore submission of your SAM report does not meet this requirement.

Technical Proposal demonstrating how all the required services in the Statement of Work will be completed.

A certificate of liability from your insurance company that shows you can meet the requirements identified in Part I, Section H, SW.H-1 Insurance Requirements Schedule.

No less than three (3) Past Experience References that shows completion of similar work to the requirements in this SIR.

No less than three (3) Past Performance Submittals (Customer Satisfaction Surveys) completed and submitted by a third party.

Completed Contractor Staffing Access Questionnaire.

SA19 QUESTIONS REGARDING THE SOLICITATION

If you need clarification or an interpretation of anything in this solicitation, you must submit your request in writing. Any such request must be submitted no later than Monday, April 4, 2022, by 12:00 noon CT. Submit your request to the contracting officer by the means listed in SW.L-2 above. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

THIS IS A REQUEST FOR PROPOSALS. NO FORMAL OPENING OF PROPOSALS WILL OCCUR, AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. UNSUCCESSFUL OFFERORS WILL BE NOTIFIED BY LETTER, AND AN AWARD ANNOUNCEMENT WILL BE POSTED ON THE FAA CONTRACT OPPORTUNITIES WEBSITE FOR PUBLIC VIEWING.

SA52 SUBMISSION DATE AND PLACE

The due date for receipt of offers is Thursday, April 14, 2022 at 12:00 noon CT. Offers may be submitted electronically, see the instructions in provision 3.2.2.3-20 Electronic Offers, just above. Alternatively, offers, modifications or withdrawals submitted in hard-copy through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

email only to jennifer.j.davis@faa.gov.

(End of Provision)

The remainder of this page has been intentionally left blank.

Section M - Evaluation Factors for Award

Clause List

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2019)

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: <https://fast.faa.gov/contractclauses.cfm>.

(End of clause)

3.2.4-31 EVALUATION OF OPTIONS (APR 1996)

SA23 BASIS OF AWARD FOR LOW PRICE WITH OPTIONAL BID ITEMS

The Government may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Award shall be in accordance with clause 3.2.2.3-19, entitled 'CONTRACT AWARD' (JULY 2004)

Contractors must make an offer on ALL items or the entire offer will be rejected as non-responsive. The evaluation of options will not obligate the government to exercise the options. The government reserves the right to award any or all option(s) in any order.

Only one (1) contract award shall be made as a result of this solicitation. If options are not selected, award will be made to the otherwise responsive offeror whose offer results in the lowest price for the base bid. If options are selected, award will be made to the otherwise responsive offeror whose offer results in the lowest aggregate price for the base bid and those option(s) exercised.

(End of Provision)

SA56 EVALUATION FACTORS FOR AWARD - SERVICES

The Government will make award to the contractor offering the lowest priced, technically acceptable offer. 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. Proposals shall be evaluated as either 'acceptable' or 'unacceptable' on the basis of the following criteria:

A. Past Experience

Provide a list of at least three (3) successful contracts that provided janitorial services within the past five (5) years. Specifically identify projects of similar scope and complexity as described in the Scope of Work in this solicitation. Be specific and provide details. For each project address the following points:

- a) Project Title, description and contract number
- b) Client names, phone numbers, and contact person
- c) Dollar Value
- d) Scope of Work in detail
- e) Percentages of work subcontracted and nature of that work
- f) Award and Completion dates
- g) Any contractual issues or technical matters disputed, and resolution thereof
- h) Any claims and resolution thereof (i.e., nature, number dollar value)
- i) Any relevant information that would reflect on the offeror's ability to meet schedule constraints

Standard for Review: An acceptable proposal must demonstrate at least three (3) successful relevant projects in the

past five (5) 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.

B. Past Performance

An Offeror is required to have at least three (3) CSS from third party references completed and submitted directly to Jennifer J Davis at jennifer.j.davis@faa.gov. The CSS is attached to the solicitation announcement as Attachment J-6.

Standard for Review: At least three (3) CSS must be received from third party references before the solicitation deadline with an average rating of Good or higher. The FAA reserves the right to contact customers listed as references and conduct a CSS by telephone in the event there is insufficient competition due to the lack of surveys received. If the Contractor does not have an applicable performance history, then within the cover letter the Contractor must indicate the reason for such absence of past performance history and provide a proposed project management plan to ensure the quality of the services to be performed. Keep in mind that the FAA may use information other than that provided by the Contractor in connection with this solicitation. Any negative customer review that is verified by the CO may deem the proposal unacceptable and will be rejected from further consideration.

(End of Provision)

SA61 CONSIDERATION OF PRICE - LOWEST PRICED TECHNICALLY ACCEPTABLE (LPTA) SOURCE SELECTION

The offeror must 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 will 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.

(End of Provision)

Statement of Work

Federal Aviation Administration (FAA)

Various Locations (SFO Group), Oakland District

1. **SCOPE:** This document outlines the requirements for janitorial service, including the supply of trash dumpsters and trash removal services where applicable, at Federal Aviation Administration (FAA) buildings and offices in multiple locations.

- A. Hayward ATCT
- B. Livermore ATCT
- C. San Francisco SSC

**Facilities may be added or removed upon mutual agreement of the Government and Contractor.

2. GENERAL INFORMATION

Period of Performance: The period of performance must be for a Base Year and four (4) Option Years.

The Period of Performance reads as follows:

Base Year:	06/01/2022 to 05/31/2023
Option Year 1:	06/01/2023 to 05/31/2024
Option Year 2:	06/01/2024 to 05/31/2025
Option Year 3:	06/01/2025 to 05/31/2026
Option Year 4:	06/01/2026 to 05/31/2027

Quality Control: The contractor must develop and maintain an effective quality control program to ensure services are performed in accordance with this SOW. The contractor must develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirements of the contract. A draft Quality Control Plan will be provided with the offer and once selected for award, the contractor will provide the final plan within 30 days after award. After acceptance of the quality control plan the contractor must receive the contracting officer's acceptance in writing of any proposed change to his QC system.

Interference with Government Business: The Contractor must schedule and arrange work so as to cause the least interference with the normal occurrence of Government business and mission. In those cases where some interference may be essentially unavoidable, the Contractor is responsible to make every effort to minimize the impact of the interference, inconvenience, customer discomfort, etc.

Protection of Government Property: During execution of the work, the Contractor must take special care to protect Government property including furniture, walls, baseboards, and other surfaces. Accidental splashes must be removed immediately. The Contractor must return areas damaged as a result of work under this contract to their original condition, to include painting, refinishing, or replacement, if necessary.

Safety and Fire Prevention: The Contractor is responsible for instructing their employees in appropriate safety measures. Janitorial employees must not place mops, brooms, machines, and other equipment in traffic lanes or other locations that create safety hazards. Appropriate, neat appearing, well-kept signs must be provided by the Contractor to indicate "Wet Floor" and approved by the COR prior to use. Such signs must be displayed at all times in all areas where cleaning operations are in progress that necessitate use of any equipment or supplies such as buckets, wires, ladders, water, wax, etc., which may impose a traffic obstruction or personnel hazard. Contractor employees will be required to interrupt their work to allow passage of personnel, equipment, or carts. When cleaning public traffic areas (i.e., lobbies or corridors) results in a temporary hazard of wet/slippery floors,

housekeeping personnel will use parallel wet/dry mopping cleaning procedures.

Recognized Holidays: *The contractor will not be required to perform services on these Holidays unless specified in section 13:*

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth Independence Day	Christmas Day
Independence Day	

3. GOVERNMENT FURNISHED ITEMS AND SERVICES

Facilities: The Government will furnish or make available to the Contractor the facilities described in herein. The Contractor will be responsible and accountable for such facilities accepted for use and must take adequate precautions to prevent damages. Custodial services for Government furnished facilities will be provided by the Contractor. The Contractor will obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract, all facilities will be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor will be held responsible for the cost of any repairs caused by negligence or abuse on his/her part, or on the part of his/her employees.

Utilities: The Government will furnish utility services at existing outlets for use in those facilities provided by the Government and as may be required for the work to be performed under the contract: electricity, steam, natural gas, fresh water, sewage service, and refuse collection (from existing collection points). Information concerning the location of existing outlets may be obtained from the COR. The Contractor will provide and maintain at their expense the necessary extension cords to utilize existing Government outlets for their work. The Contractor will be responsible for instructing employees in utility conservation practices. The Contractor will be responsible for conserving utilities which must include, but not necessarily be limited to:

- Lights can only be turned on after approval from the staff working in that area. Lights must be returned to where they were before work began prior to leaving the area.
- Mechanical equipment controls for heating, ventilation, and air conditioning systems will not be adjusted by contract employees.
- Water faucets or valves will be turned off after the required usage has been accomplished. To conserve water, only the minimum quantity of water needed for the required usage will be expended.

Janitorial Closets: Janitorial closets may be assigned if available to the contractor by the COR for the storage of bulk supplies inside the building. No other supplies or equipment may be stored on site. The Government will not be responsible for loss and/or damage to contractor's stored supplies, materials, equipment, or other personal belongings caused by fire, theft, accident, or otherwise. Failure to keep these facilities in a clean and orderly condition may result in the withdrawal of the use of such facilities.

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES

The Contractor will furnish all materials, equipment, supplies, and services required to perform work under this contract that are not listed under Section 3 of this Statement of Work.

- a. The Contractor must furnish all supplies, including but not limited to bathroom supplies such as toilet tissue, hand soap, hand towels, etc., waste bin liners, hand sanitizer, paper towels,

dishwasher powder or liquid, deodorizers, disinfectants, dish soap, walk-off mats, light bulbs, fluorescent tubes, etc.

- b. The Contractor must furnish all tools, equipment, and janitorial supplies including but not limited to cleaning compounds, soap, non-slip buffers, power industrial vacuum cleaners, buckets, polishing compounds, disinfectants, shampoos, steel wool, mop buckets with ringer and casters, degreasers, wiping rags, lint free glass cleaning rags, glass cleaning products, rubber gloves, detergents, sponges, squeegees, floor wax, tile cleaner, etc. all of acceptable commercial grade and quality in sufficient quantities necessary to meet the requirements of this contract. Contractor-provided tools (i.e. vacuum cleaner, buffing machines etc.) must be commercial grade and must not generate excessive noise that disrupts the work in progress. Vacuum bags must be replaced on a weekly basis or sooner if needed. The Contractor must use cleaning agents of synthetic detergent that are odor counteracting and have germicidal properties.
 - c. All power equipment and attachments including power cable and extension cords must be free from any defects. The Contractor must use only the FAA furnished power outlets designated by the COR or CO.
 - d. No contractor furnished or owned commodity must be kept on FAA owned or leased space without approval in writing by the COR or CO. The Contractor must keep pilferable items under lock and key at all times and must provide the COR with a key in the event of an emergency.
 - e. The Contractor will provide the COR and Facility a binder with the complete list of Material Safety Data Sheets (MSDS) for ALL CHEMICALS being utilized to sanitize and clean the facility. The Contractor will also ensure that this list is updated whenever there are chemical and/or product changes.
5. **CLEANING SERVICES**: Performance requirements for cleaning consist of the following each time an area is serviced.
- a. Furniture or other equipment (including waste bins) moved while performing cleaning services must be returned to their original position.
 - b. Sweeping/Dust Mopping: Concrete, quarry tile, terrazzo, metal, wood, and resilient flooring must be swept or dust mopped to remove all loose dirt, dust, and debris.
 - c. Vacuuming Carpets and Rugs: Carpeted areas, rugs, and mats must be vacuumed free of all loose soil and debris.
 - d. Emptying Waste Bins and Ashtrays: All waste bins must be emptied and plastic liners as needed. Any plastic liner with food wastes or that is soiled or leaking must be replaced with a new plastic liner. Waste bins must be washed inside and outside utilizing a disinfectant as needed to remain free of odors. After washing, bins must be wiped dry and new plastic liners installed. All ashtrays and ash receptacles must be emptied and cleaned free of tobacco residue. Boxes, cans, bottles, and other items placed adjacent to waste bins and marked "TRASH" must also be removed and disposed of. All waste collected must be disposed of in the nearest outside trash collection point. Waste that falls on the floor and outside grounds during the waste removal must be picked up and disposed of by the Contractor including cigarette butt receptacles within and outside the building
 - e. Dusting/Cleaning: All furniture, partitions, radiators, equipment, hand railings in stairways, grills, horizontal ledges, and sills must be dusted. Walls, doors, and partitions must be wiped clean (including glass in partitions and doors) to a height of 7'0" above the floor level. Electronic

equipment must be dusted with an industry standard approved dusting tool. If present, chalk trays, marker trays, and erasers must be cleaned. The contractor must verify with the COR that the chalkboards and dry erase boards can be cleaned before cleaning. All dry erase boards must be cleaned with a cleaning solution designed for dry erase boards. Corridor, lobby, and entrance walls and doors must be cleaned. Miscellaneous hardware and bright metalwork must be wiped clean. Drinking fountains and water dispensers must be cleaned and disinfected. All surfaces of drinking fountains and water dispensers must be free of stains, smudges, and scale.

- f. **Cleaning Walk-off Mats:** Each time floors are swept, dust mopped, or vacuumed, walk-off mats in that area must be cleaned. Soil and moisture underneath mats must be removed and the floor must be cleaned as appropriate along with the rest of the floor. The mats must be returned to their original locations afterwards. The Contractor must report in writing to the Contracting Officer when walk-off mats worn out to the point of being ineffective.
- g. **Damp Mopping:** Prior to damp mopping, floors must be swept and/or dust mopped. Floors must be damp mopped with an industry standard cleaning solution to remove dirt, streaks, smears, and stains.
- h. **Spray Cleaning and Buffing:** Prior to spray cleaning and buffing, floors must be damp mopped as specified above. Floors must be spray cleaned and buffed to remove traffic marks, heavy soil, etc. The material used for spray cleaning and buffing must contain a blend of detergents and polymers to emulsify surface soil and repair traffic areas. If loose residue is produced by buffing, it must be removed in a manner that leaves the floor clean without destroying the high gloss finish produced by buffing. When completed, a spray cleaned and buffed floor must have a uniform, high-gloss finish, free of scuffs and heel marks. The floor finish must be uniform from wall to wall, including corners.
- i. **Waxing and Buffing:** In the event that spray cleaning and buffing is not sufficient to maintain a uniform high-gloss finish, floors must be completely waxed and buffed. The Contractor must use a liquid wax system containing not less than 18% solids. The floors must be damp mopped as specified above immediately prior to application of wax. Floors must be buffed, if required, to a uniform gloss finish free from dirt, traffic marks, and stains.
- j. **Restrooms:** Restroom fixtures, including water closets, urinals, lavatories, sinks, etc. must be washed inside and outside utilizing a disinfectant and must be free of stains and odors. Pumice sticks and toilet bowl cleaner must be used to remove stains from urinals and water closets. Brushes, sponges, and cloths that have been used to clean any other part of the restroom (including water closets, urinals, walls, floors, and partitions) must not be used to clean lavatories or sinks. Floors must be swept/dust mopped free of dirt and then mopped with a disinfectant. Wainscoting, partitions, walls, and doors must be cleaned free of dirt, stains, and graffiti. Mirrors must be cleaned and polished. All metal fixtures and hardware must be cleaned. Waste bins must be emptied, disinfected, and plastic liners replaced. If present, shower stall rooms and locker/dressing rooms must be considered part of the restrooms and cleaned accordingly. Restroom supply dispensers (paper towels, toilet tissue, soap, hand sanitizer, etc.) must be replenished with sufficient supplies to ensure that the supplies must last until the next scheduled service. If dispensers become empty before the next scheduled servicing, the Contractor must replenish them at no additional cost to the Government.
- k. **Stripping and Waxing Floors:** Resilient flooring must be swept/dust mopped and stripped to remove all built-up wax and imbedded dirt prior to waxing. After application of wax, areas must be buffed (as required) sufficiently for maximum gloss and uniform sheen from wall to wall

Services must not exceed 30 days between each service to be completed at a time coordinated with the COR.

- a. Clean all refrigerators externally (if present).
- b. Clean stairwells including handrails and landings between the ground and junction floors.
- c. Clean all air conditioning and heating vents.
- d. Dust cab window shades to prevent scratching or damage to the shade finish.
- e. Breakrooms. Clean stove and inside of oven (if present).
- f. Spot clean all carpeting.

10. SERVICES TO BE PERFORMED ON A QUARTERLY BASIS AT ALL LOCATIONS:

Once per three-month (3) period not to exceed ninety (90) days between service to be completed at a time coordinated with the COR.

- a. Wax and buff all tile floors (except anti-static or slate floors).
- b. Wash, clean, and squeegee all facility window glass areas, inside and outside. This work is to be done during daylight hours only. Do not use abrasive or cleaners that may mar or spot the glass. All glass surfaces must be cleaned and left free of streaks and stains and must be wiped dry. All paint, putty, film, and foreign matter found on glass surfaces must be removed. This must be coordinated in advance with the COR.

11. SERVICES TO BE PERFORMED ON A SEMI-ANNUAL BASIS AT ALL LOCATIONS:

Once per six-month (6) period not to exceed one hundred eighty (180) days between services to be completed at a time coordinated with the COR.

- a. Strip and wax all tile floors in the building.
- b. Clean and shampoo all carpet.
- c. Clean and shampoo all cloth furniture.
- d. Clean all light covers in towers and base buildings.
- e. Clean all blinds and rehang.

NOTE: Schedule variances and additional tasks that differ from above will be listed for each Specific Site listed in Section 13.

12. SPECIAL INSTRUCTIONS:

- a. The Contractor must provide the COR with a monthly work schedule. The schedule must include work hours, employees involved, and any special services to be performed during the monthly cycle, i.e. buffing floors, etc. The schedule must be submitted to the COR every fourth Tuesday of the preceding month for it to be effective. The Contractor must provide the COR with a signed and dated checklist documenting the completion of the various services. Any changes to the schedule require prior approval of the COR. Tasks must not be scheduled using the fiscal year as a basis (October through September). Tasks must not be scheduled during the last week of the month, last month of the quarter, or the last month of the semi-annual period.
- b. The Contractor must arrange for satisfactory supervision of the contract work. The contractor or his/her supervisors must be available at all times. The name of the supervisor must be submitted in writing through the COR to the CO. Where weekly services are required, such supervisor must meet with the COR once each week to inspect contract performance. Where services are performed no more than biweekly (every other week) or monthly such meeting must be conducted once each month.
- c. Prior to the commencement of the contract, the CO/COR and the Contractor must meet and review the total workload and working methods proposed by the Contractor. The Contractor must submit prior to the contract starting date an annual schedule of all periodic work by dates and areas. The

Contractor must be required to submit a work report of the periodic jobs performed for comparison with the schedule requirements.

- d. Employee Training:** The Contractor will be responsible for training his/her employees on the following subjects:
- Proper use and handling specified and approved detergents, supplies, and equipment.
 - Care and maintenance of Contractor and Government furnished property.
 - Familiarization with fire prevention and safety procedures. This will include fall protection if applicable for cleaning in high areas and proper use of ladders.
 - Familiarization with applicable FAA policies/regulations and their effect on housekeeping services.

Documentation of this training will be made available to the Contracting Officer and/or their Representative upon request.

- e.** The Contractor must ensure each employee completes the appropriate security forms required by FAA Western Personnel Security Division in order to conduct local background checks and appropriate national agency checks. If the background security checks reveal the employee does not meet FAA's suitability standards, he/she must not be allowed to work at the FAA facility. Security must notify the CO prior to notifying the Contractor to remove the employee from the facility. The Contractor must submit to the COR a list of all employees by name who are to work at this facility not later than ten (10) days after receipt of contract award. The Contractor must likewise notify the COR in writing of any deletions or additions of employees performing under this contract immediately. The Contractor and his/her employees are subject to all rules and regulations relative to entering and leaving the buildings and grounds for security purposes.
- f.** Badges: All employees must wear FAA supplied security badges above the waist, on the front of the body, and on their outermost clothing at all times while on the premises. Upon termination of employment, security badges must be turned in to the COR.
- g.** The contractor is responsible for all government-furnished keys and access cards. The contractor must bear the cost of replacement keys and re-coring and all applicable locks if the keys and/or access cards become lost or destroyed.

13. SERVICES SPECIFIC TO EACH LOCATION:

Please Note: Facility-specific requirements contained in this section are in addition to all other requirements contained in the SOW. To the extent that there are any inconsistencies, the facility specific requirements will take precedent.

a. HAYWARD ATCT, 20301 Skywest Drive Hayward, CA 94541

The Hayward ATCT building has approximately 1250 square feet of floor space. This space consists of stairways, administrative offices, operational areas, equipment rooms, break rooms, storage rooms, closets, restrooms, workshop areas, and a tower cab. The Hayward ATCT has 6 levels including the Ground and Cab levels. Offices on the first and second levels are unoccupied at this time and will not be services under this contract. These areas may be required to be added at a later date and will be negotiated at that time. However, the entry way and common areas of the first floor are included. The Hayward ATCT also has a stairwell running from the Ground Level to the 6th floor.

Cleaning must take place between the hours of 7 AM – 9 AM. All services except tower cab window and/or noted otherwise in the "Specification" section below must be performed on a one-shift basis

three (3) days a week: Monday, Wednesday, and Friday, excluding holidays. Times for cleaning all areas in the tower building must be coordinated with the COR.

b. LIVERMORE ATCT, 636 Terminal Circle Livermore, CA 94551

The Livermore ATCT building has approximately 1250 square feet of floor space. This space consists of stairways, administrative offices, operational areas, equipment rooms, break rooms, storage rooms, closets, restrooms, workshop areas, and a tower cab. The Livermore ATCT has 5 levels including the Ground and Cab levels. There is also a stairwell running from the Ground Level to the 4th floor.

Cleaning must take place between the hours of 7 AM – 9 AM. All services except tower cab window and/or noted otherwise in the “Specification” section below must be performed on a one-shift basis three (3) days a week: Monday, Wednesday, and Friday, excluding holidays. Times for cleaning all areas in the tower building must be coordinated with the COR.

c. SAN FRANCISCO SSC, 601 Gateway Blvd, Suite 1140, South San Francisco, CA 94080

The SFO SSC building has approximately 2000 square feet of administrative offices, storage rooms, closets, restrooms, and an entryway.

Cleaning must take place between the hours of 7 PM – 10 PM. All services unless noted otherwise in the “Specification” section below must be performed on a one-shift basis three (3) days a week: Monday, Wednesday, and Friday, excluding holidays. In the Operations area, services must be accomplished after the office closes at 5:00 pm. Times for cleaning any other area than the Operations area must be coordinated with the COR.

14. OTHER:

Policing Grounds: Paper, bottles, cans, and all other trash/refuse must be removed from all grounds, sidewalks, and interior courts within the facility grounds. All removed items must be deposited in the nearest waste container.

Unforeseen Facility Closures: When an unforeseen facility closure occurs on a regularly scheduled day of work, the Government must have the following options:

- a. To require the Contractor to perform the work on the following day, unless the following day is a Saturday or Sunday and routine work is not scheduled for Saturday or Sunday.
- b. To forego the work and accordingly reduce payment due to the Contractor on a prorated basis for work not performed.
- c. To reschedule the work on any day satisfactory to both parties.

Lost and Found Property: It is the Contractor’s responsibility to ensure that all articles of personal or monetary value found by the Contractor’s employees are turned in to an office designated by the COR.

Asbestos-related requirements: Asbestos containing materials can create a hazard if they are disturbed or are damaged and the asbestos fibers become airborne and are breathed by building occupants. To avoid exposure, it is important for building occupants to know which building materials contain asbestos to avoid disturbance or damage. Common applications of asbestos included spray-on fireproofing, soundproofing, thermal system insulation, acoustical ceiling tiles, pipe insulation, floor tile, and mastics. All building materials included in the common applications of asbestos must be treated as suspect asbestos in facilities built prior to 1981.

In order to prevent releases of asbestos fibers, suspect materials or materials known to contain asbestos should not be drilled, sanded, cut abraded, or perforated. Items should not be hung from ceilings or

pipes with asbestos containing material. In general, occupants should avoid touching or disturbing asbestos containing materials in any way. Damaged suspect material or materials known to contain asbestos should not be vacuumed with standard vacuums or dry swept, but should be immediately reported to the supervisor.

The contractor must be responsible for developing and implementing written SOPs to be followed during the cleaning operations. These SOPs must ensure workers, visitors, building occupants, and the environment are protected from the potential for asbestos fiber releases. These SOPs must include:

1. Procedures for wet cleaning in ways that minimize the potential for airborne particulates. It is the intent of the FAA and this specification that all dust must be removed from each designated area carefully and completely.
2. Provisions for safe work practices in the work place.
3. Procedures and provisions for reporting a suspected asbestos fiber release episode to include:
 - a. Reporting structure by the contractor to the FAA must be defined and enforced.
 - b. Employee requirements must be adhered to in the event of an asbestos release.
 - c. Employee lines of communication must be defined.
 - d. Employee awareness training must be current and ongoing.

The contractor's SOP must include the following requirements regarding custodial staff response to an asbestos incident:

- a. All employees must be able to identify suspect materials and/or debris.
- b. The employees must not clean up suspect debris in known ACM areas.
- c. The employees must notify the contractor's supervisor concerning any identification of suspect asbestos debris.
- d. The supervisor must notify the COR of any reports regarding suspect asbestos debris immediately.

Training (IA W 29 CFR 1910.1001(j)(7)(iv)): The Contractor will be responsible for providing all their personnel asbestos awareness training and Employee Right-to-Know training in compliance with all applicable Federal, State and local regulations. Employees without proper training or identification documentation must not be allowed on the job site. Original copies of any certification or identification must be shown to the COR upon his request. The COR reserves the right to verify the authenticity of all certificates and identification submitted.

All employees must have current Asbestos Awareness training to be in compliance with 29 CFR 1910.100 I (General Industry Standard: Asbestos). In addition, all workers must have received appropriate training as required by Occupational Safety and Health Administration (OSHA) Employee Right-To-Know requirements. This includes special training in the handling of solvents if the contractor plans to use solvents in any cleaning operation. Legible copies of each worker's training certificate(s) and driver's license must be provided to the COR for review prior to the worker being admitted on the job site.

Supervisors are required to have current training to be in compliance with 29 CFR 1910.100 I (General Industry Standard: Asbestos); the supervisor must attend a minimum of 16 hours of Asbestos Awareness training or Worker/Supervisor training as outlined in 29 CFR 1910.1001. All certification(s) indicating the supervisor's qualifications must be provided to the COR for review prior to commencement of work. All supervisors are required to be cognizant of any asbestos documentation available at the facility, including the Asbestos Control Plan (ACP), Compliance Action Plan (CAP) and all Asbestos Survey Inventories (ASIs). All supervisors will be required to generally understand the contents of the documents. The supervisor must be responsible for informing all employees regarding asbestos locations and associated briefings. The supervisor is responsible for providing a statement to the COR stating that all applicable employees have received the appropriate training and are aware of

facility documentation concerning ACM locations and protocols for the facility.

COR Training Responsibilities: The COR must make available to the contractor all applicable facility documentation and provide technical guidance concerning hazardous materials. The COR is required to conduct an initial walkthrough with the supervisor at the facility, briefing him/her of all ACM locations. The COR must be responsible for conducting a facility walkthrough for the supervisor annually thereafter.

Floor Tile Cleaning Requirements: The contractor must be required to implement the following when cleaning and/or wax stripping floor tiles:

- a. The contractor must schedule adequately trained staff prior to any floor tile maintenance activity.
- b. The contractor is advised to apply an emulsion of chemical stripper prior to machine operation.
- c. The contractor must use the least abrasive pad (i.e. fine grade) as possible.
- d. The contractor must operate stripping machinery at slow speeds (175-190 revolutions per minute).
- e. The contractor must strip only the wax coating from the floor tile. Excessive stripping of the floor tile surface is prohibited.
- f. The contractor must not dry clean or dry buff stripped floor surfaces.

Fluorescent Light Fixtures: The contractor must clean light fixtures or change light bulbs only at non-Asbestos Containing Material (ACM) areas. These areas must be defined to the contractor by the COR during the initial facility walk-through between the COR and the supervisor. ACM locations must be documented by site-specific asbestos documentation at the facility. Any questions by the contractor concerning the identification of asbestos areas must be directed towards the COR.

Applicable Publications and Regulations: The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by basic designation only.

- a. Environmental Protection Agency (EPA):
 - Regulations for Asbestos (Code of Federal Regulations Title 40, Part 61)
 - Guidance for Controlling Asbestos-Containing Material in Buildings, EPA 560/5-85-024, June 1985, and EPA 600/4-85-049
 - 40 CFR Part 763-12, August 1986
- b. Occupational Safety and Health Administration (OSHA):
 - Asbestos Regulations (Code of Federal Regulations Title 29, Part 1910, Section 1910.1001 (10 August 1994) and Section 1926.1101), (10 August 1994).
- c. National Institute for Occupational Safety and Health (NIOSH):
 - 7400 ... Asbestos Control Standard "Respiratory Protection ... A Guide for the Employee"
- d. American National Standards Institute (ANSI):
 - Z88.2-1992 ... Practices for Respiratory Protection
- e. National Institute of Building Sciences (NIBS)
 - Guidance Manual, Asbestos Operations & Maintenance Work Practices, September 1992

The contractor must be solely responsible for compliance with the above and any other applicable regulations, ordinances, and codes.

REFERENCES

- A. Occupational Safety and Health Act of 1970 (Public Law 91-596) Standards, Vol. I-V.
- B. Occupational Health Standards, Control, and Medical Surveillance Requirements for Asbestos 29 CFR 1926.1101, 29 CFR 1910.1001, 1910.134, and 1910.1200. (OSHA)
- C. General Safety and Health Provisions, 29 CFR 1910.20, Subpart C. (OSHA)
- D. National Emission Standards for Hazardous Air Pollutants - General Provisions, 40 CFR 61, Subpart A. (EPA)

- E. National Emission Standards for Hazardous Air Pollutants - Asbestos, 40 CFR 61 Subpart M. (EPA)
- F. EPA Asbestos Abatement Project, 40 CFR 763.
- G. Safety and Health Requirements Relating to Occupational Exposure to Asbestos, ASTM E 849 - E 842.
- H. EPA Guidance for Controlling Friable Asbestos-Containing Materials in Buildings, EPA 560/5-83-002.
- I. EPA Guidance for Controlling Asbestos-Containing Materials in Buildings, EPA 560/5-85-024.
- J. A Guide to Respiratory Protection for the Asbestos Abatement Industry EPA/NIOSH, EPA-560-OPTS-86-001.
- K. National Electrical Code, latest edition.
- L. Uniform Building Code, latest edition.
- M. National Fire Prevention Association, latest edition.
- N. Applicable state and local rules, regulations, orders and codes.

Additional Proactive Cleaning Requirements for all Specified FAA Facilities

These guidelines supplement the Statement of Work for Janitorial Services already in place and all terms and conditions apply to this supplement.

These guidelines are in line with the Centers for Disease Control (CDC), and must be followed when cleaning and disinfecting the various areas, materials and surfaces.

Facilities Covered:

- ATCTs
- ARTCCs
- TRACONs

Cleaning Requirements:

- 1) Wipe/disinfect high traffic, high touch point areas with a CDC approved disinfectant
 - Dayshift (7am-3pm): Wipe/disinfect all areas one additional time
 - Evening (3pm-Midnight): Wipe/disinfect all areas one additional time
 - Mid Shift (Midnight-7 am): Wipe/disinfect all areas one additional time (in 24/7 Operational areas)

High traffic/High touch areas include but are not limited to:

- High Traffic Entry and exit doors
- High traffic Stairwell Handrails
- Elevator control panels and call buttons (if applicable)
- Rest room doors (Entry doors and Stall doors) Restroom sinks and counters
- Cafeteria Q line
- Cafeteria tables should be cleaned between each use
- Public use telephones (Guard Desks, Offices, Lobbies, conference rooms, etc.)
- Public use tables (inside and outside)
- Conference room doors and tables
- Conference room tables
- Stairwell handrails and doors

Additional high traffic areas or areas that require more frequent cleaning specific to the Location as applicable:

1. Common work areas - work surfaces and chairs (arms and back)
2. All breakrooms, including smoke room (tables, chairs, lounge chairs, vending machines, microwaves, stove knobs)-All Surfaces
3. All restrooms
4. All entry/exit doors/door handles/push bars
5. Equip Room entrance/exit doors
6. Areas identified by the site point of contact.

- 2) Operational Air Traffic Control Rooms/ Cabs at all locations - Wipe/disinfect non-critical surfaces in the area as allowed, in accordance with CDC COVID-19 cleaning guidelines, per frequency requirements above, including:
 - a. A thorough wipe down of all chair arms.
 - b. Thoroughly spray chair seats with a disinfectant spray.
 - c. Thorough wipe down of desktops within operations area.

- 3) For specific questions related operational equipment cleaning, refer to the following link:

[*NMA-20-029 Guidance regarding disinfecting National Airspace System \(NAS\) position equipment*](#)

"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 Wage Determination No.: 2015-5623 Revision No.: 17 Date Of Last Revision: 12/27/2021
Daniel W. Simms Director	Division of Wage Determinations

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022 Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022 Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of Alameda Contra Costa

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		21.48
01012 - Accounting Clerk II		24.13
01013 - Accounting Clerk III		26.98
01020 - Administrative Assistant		40.02
01035 - Court Reporter		50.16
01041 - Customer Service Representative I		19.55
01042 - Customer Service Representative II		21.80
01043 - Customer Service Representative III		23.97
01051 - Data Entry Operator I		18.03
01052 - Data Entry Operator II		19.68
01060 - Dispatcher Motor Vehicle		29.13
01070 - Document Preparation Clerk		15.45

01090 - Duplicating Machine Operator	15.45
01111 - General Clerk I	18.33
01112 - General Clerk II	20.00
01113 - General Clerk III	22.47
01120 - Housing Referral Assistant	28.83
01141 - Messenger Courier	19.52
01191 - Order Clerk I	19.92
01192 - Order Clerk II	21.74
01261 - Personnel Assistant (Employment) I	21.28
01262 - Personnel Assistant (Employment) II	23.79
01263 - Personnel Assistant (Employment) III	26.52
01270 - Production Control Clerk	30.22
01290 - Rental Clerk	18.47
01300 - Scheduler Maintenance	23.12
01311 - Secretary I	23.12
01312 - Secretary II	25.86
01313 - Secretary III	28.83
01320 - Service Order Dispatcher	24.26
01410 - Supply Technician	40.02
01420 - Survey Worker	27.28
01460 - Switchboard Operator/Receptionist	19.05
01531 - Travel Clerk I	22.18
01532 - Travel Clerk II	24.15
01533 - Travel Clerk III	26.16
01611 - Word Processor I	25.14
01612 - Word Processor II	28.22
01613 - Word Processor III	31.57
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	29.35
05010 - Automotive Electrician	27.45
05040 - Automotive Glass Installer	25.62
05070 - Automotive Worker	25.99
05110 - Mobile Equipment Servicer	22.91
05130 - Motor Equipment Metal Mechanic	28.67
05160 - Motor Equipment Metal Worker	25.99
05190 - Motor Vehicle Mechanic	28.68
05220 - Motor Vehicle Mechanic Helper	21.17
05250 - Motor Vehicle Upholstery Worker	24.50
05280 - Motor Vehicle Wrecker	25.99
05310 - Painter Automotive	27.46
05340 - Radiator Repair Specialist	25.99
05370 - Tire Repairer	17.48
05400 - Transmission Repair Specialist	28.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.26
07041 - Cook I	19.89
07042 - Cook II	22.57
07070 - Dishwasher	15.46
07130 - Food Service Worker	16.41
07210 - Meat Cutter	19.63
07260 - Waiter/Waitress	16.15
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.11
09040 - Furniture Handler	15.26
09080 - Furniture Refinisher	23.06
09090 - Furniture Refinisher Helper	17.77
09110 - Furniture Repairer Minor	20.57
09130 - Upholsterer	21.91
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	16.65
11060 - Elevator Operator	16.65
11090 - Gardener	25.51
11122 - Housekeeping Aide	18.41
11150 - Janitor	18.41
11210 - Laborer Grounds Maintenance	19.63

11240 - Maid or Houseman	19.32
11260 - Pruner	17.66
11270 - Tractor Operator	23.58
11330 - Trail Maintenance Worker	19.63
11360 - Window Cleaner	20.47
12000 - Health Occupations	
12010 - Ambulance Driver	24.06
12011 - Breath Alcohol Technician	32.03
12012 - Certified Occupational Therapist Assistant	37.63
12015 - Certified Physical Therapist Assistant	33.80
12020 - Dental Assistant	25.45
12025 - Dental Hygienist	57.24
12030 - EKG Technician	33.39
12035 - Electroneurodiagnostic Technologist	33.39
12040 - Emergency Medical Technician	24.06
12071 - Licensed Practical Nurse I	28.63
12072 - Licensed Practical Nurse II	32.03
12073 - Licensed Practical Nurse III	35.71
12100 - Medical Assistant	25.59
12130 - Medical Laboratory Technician	33.85
12160 - Medical Record Clerk	25.65
12190 - Medical Record Technician	28.68
12195 - Medical Transcriptionist	23.80
12210 - Nuclear Medicine Technologist	66.07
12221 - Nursing Assistant I	15.90
12222 - Nursing Assistant II	17.88
12223 - Nursing Assistant III	19.51
12224 - Nursing Assistant IV	21.90
12235 - Optical Dispenser	26.15
12236 - Optical Technician	20.48
12250 - Pharmacy Technician	24.87
12280 - Phlebotomist	25.92
12305 - Radiologic Technologist	53.99
12311 - Registered Nurse I	43.85
12312 - Registered Nurse II	53.66
12313 - Registered Nurse II Specialist	53.66
12314 - Registered Nurse III	64.90
12315 - Registered Nurse III Anesthetist	64.90
12316 - Registered Nurse IV	77.80
12317 - Scheduler (Drug and Alcohol Testing)	39.87
12320 - Substance Abuse Treatment Counselor	27.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.45
13012 - Exhibits Specialist II	31.05
13013 - Exhibits Specialist III	37.98
13041 - Illustrator I	26.48
13042 - Illustrator II	32.79
13043 - Illustrator III	40.13
13047 - Librarian	41.12
13050 - Library Aide/Clerk	20.80
13054 - Library Information Technology Systems Administrator	37.13
13058 - Library Technician	28.80
13061 - Media Specialist I	26.79
13062 - Media Specialist II	29.97
13063 - Media Specialist III	33.41
13071 - Photographer I	20.85
13072 - Photographer II	23.33
13073 - Photographer III	28.90
13074 - Photographer IV	35.35
13075 - Photographer V	42.77
13090 - Technical Order Library Clerk	24.42
13110 - Video Teleconference Technician	29.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	23.96

14042 - Computer Operator II	26.84
14043 - Computer Operator III	29.88
14044 - Computer Operator IV	33.19
14045 - Computer Operator V	36.77
14071 - Computer Programmer I	(see 1)
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	23.96
14160 - Personal Computer Support Technician	33.19
14170 - System Support Specialist	41.30
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	41.35
15020 - Aircrew Training Devices Instructor (Rated)	50.04
15030 - Air Crew Training Devices Instructor (Pilot)	59.97
15050 - Computer Based Training Specialist / Instructor	41.35
15060 - Educational Technologist	32.97
15070 - Flight Instructor (Pilot)	59.97
15080 - Graphic Artist	35.62
15085 - Maintenance Test Pilot Fixed Jet/Prop	59.97
15086 - Maintenance Test Pilot Rotary Wing	59.97
15088 - Non-Maintenance Test/Co-Pilot	59.97
15090 - Technical Instructor	33.96
15095 - Technical Instructor/Course Developer	41.54
15110 - Test Proctor	27.42
15120 - Tutor	27.42
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	18.63
16030 - Counter Attendant	18.63
16040 - Dry Cleaner	21.30
16070 - Finisher Flatwork Machine	18.63
16090 - Presser Hand	18.63
16110 - Presser Machine Drycleaning	18.63
16130 - Presser Machine Shirts	18.63
16160 - Presser Machine Wearing Apparel Laundry	18.63
16190 - Sewing Machine Operator	22.18
16220 - Tailor	23.07
16250 - Washer Machine	19.52
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.41
19040 - Tool And Die Maker	32.59
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.98
21030 - Material Coordinator	30.22
21040 - Material Expediter	30.22
21050 - Material Handling Laborer	18.84
21071 - Order Filler	16.87
21080 - Production Line Worker (Food Processing)	21.98
21110 - Shipping Packer	19.78
21130 - Shipping/Receiving Clerk	19.78
21140 - Store Worker I	17.74
21150 - Stock Clerk	23.28
21210 - Tools And Parts Attendant	21.98
21410 - Warehouse Specialist	21.98
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	41.22
23019 - Aircraft Logs and Records Technician	33.18
23021 - Aircraft Mechanic I	39.23
23022 - Aircraft Mechanic II	41.22
23023 - Aircraft Mechanic III	42.97
23040 - Aircraft Mechanic Helper	28.67
23050 - Aircraft Painter	37.20

23060 - Aircraft Servicer	33.18
23070 - Aircraft Survival Flight Equipment Technician	37.20
23080 - Aircraft Worker	35.21
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	35.21
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	39.23
23110 - Appliance Mechanic	28.11
23120 - Bicycle Repairer	21.51
23125 - Cable Splicer	54.59
23130 - Carpenter Maintenance	34.38
23140 - Carpet Layer	33.40
23160 - Electrician Maintenance	50.38
23181 - Electronics Technician Maintenance I	37.10
23182 - Electronics Technician Maintenance II	39.20
23183 - Electronics Technician Maintenance III	41.34
23260 - Fabric Worker	31.44
23290 - Fire Alarm System Mechanic	27.45
23310 - Fire Extinguisher Repairer	30.21
23311 - Fuel Distribution System Mechanic	41.32
23312 - Fuel Distribution System Operator	32.67
23370 - General Maintenance Worker	25.45
23380 - Ground Support Equipment Mechanic	39.23
23381 - Ground Support Equipment Servicer	33.18
23382 - Ground Support Equipment Worker	35.21
23391 - Gunsmith I	30.21
23392 - Gunsmith II	34.28
23393 - Gunsmith III	38.19
23410 - Heating Ventilation And Air-Conditioning Mechanic	32.52
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	34.18
23430 - Heavy Equipment Mechanic	36.73
23440 - Heavy Equipment Operator	45.30
23460 - Instrument Mechanic	45.53
23465 - Laboratory/Shelter Mechanic	36.22
23470 - Laborer	18.84
23510 - Locksmith	27.98
23530 - Machinery Maintenance Mechanic	36.53
23550 - Machinist Maintenance	27.38
23580 - Maintenance Trades Helper	18.21
23591 - Metrology Technician I	45.53
23592 - Metrology Technician II	47.85
23593 - Metrology Technician III	49.87
23640 - Millwright	43.22
23710 - Office Appliance Repairer	23.42
23760 - Painter Maintenance	30.71
23790 - Pipefitter Maintenance	41.10
23810 - Plumber Maintenance	38.96
23820 - Pneudraulic Systems Mechanic	38.19
23850 - Rigger	35.44
23870 - Scale Mechanic	34.28
23890 - Sheet-Metal Worker Maintenance	33.39
23910 - Small Engine Mechanic	23.55
23931 - Telecommunications Mechanic I	36.16
23932 - Telecommunications Mechanic II	37.99
23950 - Telephone Lineman	35.17
23960 - Welder Combination Maintenance	26.71
23965 - Well Driller	33.43
23970 - Woodcraft Worker	38.19
23980 - Woodworker	30.21
24000 - Personal Needs Occupations	
24550 - Case Manager	22.10
24570 - Child Care Attendant	17.96
24580 - Child Care Center Clerk	22.38

24610 - Chore Aide	15.21
24620 - Family Readiness And Support Services Coordinator	22.10
24630 - Homemaker	22.10
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	50.98
25040 - Sewage Plant Operator	49.65
25070 - Stationary Engineer	50.98
25190 - Ventilation Equipment Tender	37.27
25210 - Water Treatment Plant Operator	49.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	43.66
27007 - Baggage Inspector	19.25
27008 - Corrections Officer	41.18
27010 - Court Security Officer	46.28
27030 - Detection Dog Handler	30.14
27040 - Detention Officer	41.18
27070 - Firefighter	51.38
27101 - Guard I	19.25
27102 - Guard II	30.14
27131 - Police Officer I	54.15
27132 - Police Officer II	60.19
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	19.89
28042 - Carnival Equipment Repairer	21.52
28043 - Carnival Worker	14.90
28210 - Gate Attendant/Gate Tender	19.84
28310 - Lifeguard	14.85
28350 - Park Attendant (Aide)	22.21
28510 - Recreation Aide/Health Facility Attendant	16.20
28515 - Recreation Specialist	27.50
28630 - Sports Official	17.68
28690 - Swimming Pool Operator	24.42
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.94
29020 - Hatch Tender	35.94
29030 - Line Handler	35.94
29041 - Stevedore I	33.88
29042 - Stevedore II	37.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	49.14
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	33.88
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	37.32
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.80
30023 - Archeological Technician III	34.44
30030 - Cartographic Technician	34.44
30040 - Civil Engineering Technician	39.59
30051 - Cryogenic Technician I	30.78
30052 - Cryogenic Technician II	34.00
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.80
30063 - Drafter/CAD Operator III	30.99
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	18.90
30082 - Engineering Technician II	21.22
30083 - Engineering Technician III	23.73
30084 - Engineering Technician IV	29.40
30085 - Engineering Technician V	35.98
30086 - Engineering Technician VI	43.51
30090 - Environmental Technician	30.70
30095 - Evidence Control Specialist	27.79
30210 - Laboratory Technician	25.97
30221 - Latent Fingerprint Technician I	45.41
30222 - Latent Fingerprint Technician II	50.16

30240 - Mathematical Technician	43.43
30361 - Paralegal/Legal Assistant I	23.52
30362 - Paralegal/Legal Assistant II	29.13
30363 - Paralegal/Legal Assistant III	35.65
30364 - Paralegal/Legal Assistant IV	43.11
30375 - Petroleum Supply Specialist	34.00
30390 - Photo-Optics Technician	35.89
30395 - Radiation Control Technician	34.00
30461 - Technical Writer I	35.93
30462 - Technical Writer II	43.96
30463 - Technical Writer III	53.16
30491 - Unexploded Ordnance (UXO) Technician I	31.23
30492 - Unexploded Ordnance (UXO) Technician II	37.79
30493 - Unexploded Ordnance (UXO) Technician III	45.29
30494 - Unexploded (UXO) Safety Escort	31.23
30495 - Unexploded (UXO) Sweep Personnel	31.23
30501 - Weather Forecaster I	30.78
30502 - Weather Forecaster II	37.45
30620 - Weather Observer Combined Upper Air Or	(see 2) 27.82
Surface Programs	
30621 - Weather Observer Senior	(see 2) 30.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	37.79
31020 - Bus Aide	21.50
31030 - Bus Driver	29.88
31043 - Driver Courier	21.54
31260 - Parking and Lot Attendant	15.35
31290 - Shuttle Bus Driver	21.19
31310 - Taxi Driver	17.34
31361 - Truckdriver Light	23.31
31362 - Truckdriver Medium	24.93
31363 - Truckdriver Heavy	26.84
31364 - Truckdriver Tractor-Trailer	26.84
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.42
99030 - Cashier	15.76
99050 - Desk Clerk	18.34
99095 - Embalmer	28.17
99130 - Flight Follower	31.23
99251 - Laboratory Animal Caretaker I	18.61
99252 - Laboratory Animal Caretaker II	20.13
99260 - Marketing Analyst	43.88
99310 - Mortician	29.47
99410 - Pest Controller	22.79
99510 - Photofinishing Worker	22.97
99710 - Recycling Laborer	35.09
99711 - Recycling Specialist	40.54
99730 - Refuse Collector	31.57
99810 - Sales Clerk	16.47
99820 - School Crossing Guard	19.02
99830 - Survey Party Chief	43.06
99831 - Surveying Aide	25.91
99832 - Surveying Technician	37.88
99840 - Vending Machine Attendant	18.34
99841 - Vending Machine Repairer	21.34
99842 - Vending Machine Repairer Helper	18.34

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years 4 weeks after 15 years and 5 weeks after 25 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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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 4.174)

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 ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance 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 re-grading 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 ordnance (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 ordnance 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 ordnance 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 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 Division's decision to the contractor.

- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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"" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."

"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
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Daniel W. Simms Director		Wage Determination No.: 2015-5637 Revision No.: 20 Date Of Last Revision: 12/27/2021
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30 2022 or the contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022 Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1 2015 and January 29 2022 and the contract is not renewed or extended on or after January 30 2022 Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: California

Area: California Counties of San Francisco San Mateo

OCCUPATION NOTE:

Janitor: The rate listed on this WD for the "Janitor" occupation applies only to San Mateo county. Please refer to WD 1974-1257 to obtain the wage rate and fringe benefits applicable to the "Janitor" occupation in San Francisco County.

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		

01011 - Accounting Clerk I	21.48
01012 - Accounting Clerk II	24.13
01013 - Accounting Clerk III	26.98
01020 - Administrative Assistant	40.02
01035 - Court Reporter	49.48
01041 - Customer Service Representative I	19.98
01042 - Customer Service Representative II	21.80
01043 - Customer Service Representative III	24.47
01051 - Data Entry Operator I	18.03
01052 - Data Entry Operator II	19.68
01060 - Dispatcher Motor Vehicle	29.13
01070 - Document Preparation Clerk	17.31
01090 - Duplicating Machine Operator	17.31
01111 - General Clerk I	18.33
01112 - General Clerk II	20.00
01113 - General Clerk III	22.47
01120 - Housing Referral Assistant	28.83
01141 - Messenger Courier	19.52
01191 - Order Clerk I	19.92
01192 - Order Clerk II	21.74
01261 - Personnel Assistant (Employment) I	21.28
01262 - Personnel Assistant (Employment) II	23.79
01263 - Personnel Assistant (Employment) III	26.52
01270 - Production Control Clerk	30.22
01290 - Rental Clerk	19.43
01300 - Scheduler Maintenance	23.30
01311 - Secretary I	23.30
01312 - Secretary II	25.86
01313 - Secretary III	28.83
01320 - Service Order Dispatcher	28.67
01410 - Supply Technician	40.02
01420 - Survey Worker	27.28
01460 - Switchboard Operator/Receptionist	19.05
01531 - Travel Clerk I	20.52
01532 - Travel Clerk II	23.08
01533 - Travel Clerk III	25.99
01611 - Word Processor I	25.85
01612 - Word Processor II	29.02
01613 - Word Processor III	32.47
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	29.35
05010 - Automotive Electrician	27.23
05040 - Automotive Glass Installer	25.62
05070 - Automotive Worker	25.99
05110 - Mobile Equipment Servicer	22.91
05130 - Motor Equipment Metal Mechanic	28.55
05160 - Motor Equipment Metal Worker	25.99
05190 - Motor Vehicle Mechanic	28.55
05220 - Motor Vehicle Mechanic Helper	21.17
05250 - Motor Vehicle Upholstery Worker	24.50
05280 - Motor Vehicle Wrecker	25.99
05310 - Painter Automotive	27.23
05340 - Radiator Repair Specialist	25.99
05370 - Tire Repairer	18.14
05400 - Transmission Repair Specialist	28.55
07000 - Food Preparation And Service Occupations	
07010 - Baker	18.26
07041 - Cook I	19.89
07042 - Cook II	22.57
07070 - Dishwasher	15.99
07130 - Food Service Worker	16.41
07210 - Meat Cutter	19.63
07260 - Waiter/Waitress	16.15
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.11

09040 - Furniture Handler	16.69
09080 - Furniture Refinisher	24.00
09090 - Furniture Refinisher Helper	19.60
09110 - Furniture Repairer Minor	21.31
09130 - Upholsterer	23.25
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	16.65
11060 - Elevator Operator	16.65
11090 - Gardener	25.51
11122 - Housekeeping Aide	18.36
11150 - Janitor	18.36
11210 - Laborer Grounds Maintenance	19.63
11240 - Maid or Houseman	20.38
11260 - Pruner	17.66
11270 - Tractor Operator	23.58
11330 - Trail Maintenance Worker	19.63
11360 - Window Cleaner	20.41
12000 - Health Occupations	
12010 - Ambulance Driver	24.06
12011 - Breath Alcohol Technician	32.03
12012 - Certified Occupational Therapist Assistant	37.63
12015 - Certified Physical Therapist Assistant	35.41
12020 - Dental Assistant	25.45
12025 - Dental Hygienist	57.24
12030 - EKG Technician	40.40
12035 - Electroneurodiagnostic Technologist	40.40
12040 - Emergency Medical Technician	24.06
12071 - Licensed Practical Nurse I	28.63
12072 - Licensed Practical Nurse II	32.03
12073 - Licensed Practical Nurse III	35.71
12100 - Medical Assistant	25.60
12130 - Medical Laboratory Technician	33.85
12160 - Medical Record Clerk	25.65
12190 - Medical Record Technician	28.68
12195 - Medical Transcriptionist	27.36
12210 - Nuclear Medicine Technologist	66.81
12221 - Nursing Assistant I	16.15
12222 - Nursing Assistant II	18.16
12223 - Nursing Assistant III	19.81
12224 - Nursing Assistant IV	22.24
12235 - Optical Dispenser	26.45
12236 - Optical Technician	24.22
12250 - Pharmacy Technician	24.87
12280 - Phlebotomist	25.92
12305 - Radiologic Technologist	55.65
12311 - Registered Nurse I	43.85
12312 - Registered Nurse II	53.66
12313 - Registered Nurse II Specialist	53.66
12314 - Registered Nurse III	64.90
12315 - Registered Nurse III Anesthetist	64.90
12316 - Registered Nurse IV	77.80
12317 - Scheduler (Drug and Alcohol Testing)	39.68
12320 - Substance Abuse Treatment Counselor	27.69
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.70
13012 - Exhibits Specialist II	31.84
13013 - Exhibits Specialist III	38.94
13041 - Illustrator I	29.12
13042 - Illustrator II	36.07
13043 - Illustrator III	44.12
13047 - Librarian	41.29
13050 - Library Aide/Clerk	22.28
13054 - Library Information Technology Systems Administrator	37.28
13058 - Library Technician	28.80

(see 1)

13061 - Media Specialist I	26.90
13062 - Media Specialist II	30.10
13063 - Media Specialist III	33.54
13071 - Photographer I	22.43
13072 - Photographer II	25.09
13073 - Photographer III	31.05
13074 - Photographer IV	38.02
13075 - Photographer V	45.99
13090 - Technical Order Library Clerk	24.54
13110 - Video Teleconference Technician	29.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	23.96
14042 - Computer Operator II	26.84
14043 - Computer Operator III	29.88
14044 - Computer Operator IV	33.19
14045 - Computer Operator V	36.77
14071 - Computer Programmer I	(see 2)
14072 - Computer Programmer II	(see 2)
14073 - Computer Programmer III	(see 2)
14074 - Computer Programmer IV	(see 2)
14101 - Computer Systems Analyst I	(see 2)
14102 - Computer Systems Analyst II	(see 2)
14103 - Computer Systems Analyst III	(see 2)
14150 - Peripheral Equipment Operator	23.96
14160 - Personal Computer Support Technician	33.19
14170 - System Support Specialist	41.30
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	41.35
15020 - Aircrew Training Devices Instructor (Rated)	50.04
15030 - Air Crew Training Devices Instructor (Pilot)	59.97
15050 - Computer Based Training Specialist / Instructor	41.35
15060 - Educational Technologist	35.06
15070 - Flight Instructor (Pilot)	59.97
15080 - Graphic Artist	35.62
15085 - Maintenance Test Pilot Fixed Jet/Prop	59.97
15086 - Maintenance Test Pilot Rotary Wing	59.97
15088 - Non-Maintenance Test/Co-Pilot	59.97
15090 - Technical Instructor	33.03
15095 - Technical Instructor/Course Developer	40.40
15110 - Test Proctor	26.67
15120 - Tutor	26.67
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	18.63
16030 - Counter Attendant	18.63
16040 - Dry Cleaner	21.30
16070 - Finisher Flatwork Machine	18.63
16090 - Presser Hand	18.63
16110 - Presser Machine Drycleaning	18.63
16130 - Presser Machine Shirts	18.63
16160 - Presser Machine Wearing Apparel Laundry	18.63
16190 - Sewing Machine Operator	22.18
16220 - Tailor	23.07
16250 - Washer Machine	19.52
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	29.12
19040 - Tool And Die Maker	34.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.98
21030 - Material Coordinator	30.22
21040 - Material Expediter	30.22
21050 - Material Handling Laborer	18.84
21071 - Order Filler	16.87
21080 - Production Line Worker (Food Processing)	21.98
21110 - Shipping Packer	19.78
21130 - Shipping/Receiving Clerk	19.78

21140 - Store Worker I	17.74
21150 - Stock Clerk	23.28
21210 - Tools And Parts Attendant	21.98
21410 - Warehouse Specialist	21.98
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	41.22
23019 - Aircraft Logs and Records Technician	33.18
23021 - Aircraft Mechanic I	39.23
23022 - Aircraft Mechanic II	41.22
23023 - Aircraft Mechanic III	42.97
23040 - Aircraft Mechanic Helper	28.67
23050 - Aircraft Painter	37.20
23060 - Aircraft Servicer	33.18
23070 - Aircraft Survival Flight Equipment Technician	37.20
23080 - Aircraft Worker	35.21
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	35.21
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	39.23
23110 - Appliance Mechanic	28.11
23120 - Bicycle Repairer	22.47
23125 - Cable Splicer	43.51
23130 - Carpenter Maintenance	34.38
23140 - Carpet Layer	31.96
23160 - Electrician Maintenance	50.38
23181 - Electronics Technician Maintenance I	34.76
23182 - Electronics Technician Maintenance II	36.73
23183 - Electronics Technician Maintenance III	38.72
23260 - Fabric Worker	29.26
23290 - Fire Alarm System Mechanic	26.76
23310 - Fire Extinguisher Repairer	30.21
23311 - Fuel Distribution System Mechanic	35.95
23312 - Fuel Distribution System Operator	28.42
23370 - General Maintenance Worker	26.76
23380 - Ground Support Equipment Mechanic	39.23
23381 - Ground Support Equipment Servicer	33.18
23382 - Ground Support Equipment Worker	35.21
23391 - Gunsmith I	30.21
23392 - Gunsmith II	34.28
23393 - Gunsmith III	38.19
23410 - Heating Ventilation And Air-Conditioning Mechanic	32.52
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	34.18
23430 - Heavy Equipment Mechanic	36.73
23440 - Heavy Equipment Operator	45.30
23460 - Instrument Mechanic	41.91
23465 - Laboratory/Shelter Mechanic	36.22
23470 - Laborer	18.84
23510 - Locksmith	27.98
23530 - Machinery Maintenance Mechanic	37.64
23550 - Machinist Maintenance	29.58
23580 - Maintenance Trades Helper	18.69
23591 - Metrology Technician I	41.91
23592 - Metrology Technician II	44.04
23593 - Metrology Technician III	45.91
23640 - Millwright	41.39
23710 - Office Appliance Repairer	23.08
23760 - Painter Maintenance	30.71
23790 - Pipefitter Maintenance	41.14
23810 - Plumber Maintenance	39.02
23820 - Pneudraulic Systems Mechanic	38.19
23850 - Rigger	35.44
23870 - Scale Mechanic	34.28
23890 - Sheet-Metal Worker Maintenance	36.39

23910 - Small Engine Mechanic	23.79
23931 - Telecommunications Mechanic I	36.29
23932 - Telecommunications Mechanic II	38.15
23950 - Telephone Lineman	35.63
23960 - Welder Combination Maintenance	32.75
23965 - Well Driller	33.43
23970 - Woodcraft Worker	38.19
23980 - Woodworker	30.21
24000 - Personal Needs Occupations	
24550 - Case Manager	22.10
24570 - Child Care Attendant	17.96
24580 - Child Care Center Clerk	22.38
24610 - Chore Aide	15.21
24620 - Family Readiness And Support Services Coordinator	22.10
24630 - Homemaker	22.10
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	50.98
25040 - Sewage Plant Operator	49.65
25070 - Stationary Engineer	50.98
25190 - Ventilation Equipment Tender	37.27
25210 - Water Treatment Plant Operator	49.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	42.10
27007 - Baggage Inspector	19.32
27008 - Corrections Officer	44.13
27010 - Court Security Officer	46.28
27030 - Detection Dog Handler	25.35
27040 - Detention Officer	44.13
27070 - Firefighter	51.38
27101 - Guard I	19.32
27102 - Guard II	25.35
27131 - Police Officer I	54.15
27132 - Police Officer II	60.19
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	19.89
28042 - Carnival Equipment Repairer	21.52
28043 - Carnival Worker	14.90
28210 - Gate Attendant/Gate Tender	21.94
28310 - Lifeguard	14.85
28350 - Park Attendant (Aide)	24.54
28510 - Recreation Aide/Health Facility Attendant	17.91
28515 - Recreation Specialist	30.40
28630 - Sports Official	19.54
28690 - Swimming Pool Operator	24.42
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	38.57
29020 - Hatch Tender	38.57
29030 - Line Handler	38.57
29041 - Stevedore I	36.34
29042 - Stevedore II	40.75
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 3)	49.14
30011 - Air Traffic Control Specialist Station (HFO) (see 3)	33.88
30012 - Air Traffic Control Specialist Terminal (HFO) (see 3)	37.32
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.80
30023 - Archeological Technician III	34.44
30030 - Cartographic Technician	34.44
30040 - Civil Engineering Technician	39.59
30051 - Cryogenic Technician I	32.83
30052 - Cryogenic Technician II	36.26
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.80
30063 - Drafter/CAD Operator III	30.99

30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	18.90
30082 - Engineering Technician II	21.22
30083 - Engineering Technician III	23.73
30084 - Engineering Technician IV	29.40
30085 - Engineering Technician V	35.98
30086 - Engineering Technician VI	43.51
30090 - Environmental Technician	31.23
30095 - Evidence Control Specialist	29.65
30210 - Laboratory Technician	25.97
30221 - Latent Fingerprint Technician I	45.41
30222 - Latent Fingerprint Technician II	50.16
30240 - Mathematical Technician	43.43
30361 - Paralegal/Legal Assistant I	23.52
30362 - Paralegal/Legal Assistant II	29.13
30363 - Paralegal/Legal Assistant III	35.65
30364 - Paralegal/Legal Assistant IV	43.11
30375 - Petroleum Supply Specialist	36.26
30390 - Photo-Optics Technician	35.89
30395 - Radiation Control Technician	36.26
30461 - Technical Writer I	35.93
30462 - Technical Writer II	43.96
30463 - Technical Writer III	53.16
30491 - Unexploded Ordnance (UXO) Technician I	31.23
30492 - Unexploded Ordnance (UXO) Technician II	37.79
30493 - Unexploded Ordnance (UXO) Technician III	45.29
30494 - Unexploded (UXO) Safety Escort	31.23
30495 - Unexploded (UXO) Sweep Personnel	31.23
30501 - Weather Forecaster I	35.81
30502 - Weather Forecaster II	43.55
30620 - Weather Observer Combined Upper Air Or	(see 3) 30.99
Surface Programs	
30621 - Weather Observer Senior	(see 3) 32.89
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	37.79
31020 - Bus Aide	21.50
31030 - Bus Driver	29.88
31043 - Driver Courier	21.54
31260 - Parking and Lot Attendant	15.35
31290 - Shuttle Bus Driver	21.19
31310 - Taxi Driver	19.72
31361 - Truckdriver Light	23.31
31362 - Truckdriver Medium	24.97
31363 - Truckdriver Heavy	27.25
31364 - Truckdriver Tractor-Trailer	27.25
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.42
99030 - Cashier	15.76
99050 - Desk Clerk	19.60
99095 - Embalmer	29.47
99130 - Flight Follower	31.23
99251 - Laboratory Animal Caretaker I	18.61
99252 - Laboratory Animal Caretaker II	20.13
99260 - Marketing Analyst	43.88
99310 - Mortician	29.47
99410 - Pest Controller	24.35
99510 - Photofinishing Worker	23.56
99710 - Recycling Laborer	32.11
99711 - Recycling Specialist	38.15
99730 - Refuse Collector	28.90
99810 - Sales Clerk	16.47
99820 - School Crossing Guard	19.32
99830 - Survey Party Chief	55.55
99831 - Surveying Aide	32.11
99832 - Surveying Technician	37.88

99840 - Vending Machine Attendant	17.15
99841 - Vending Machine Repairer	20.06
99842 - Vending Machine Repairer Helper	17.15

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.60 per hour up to 40 hours per week or \$184.00 per week or \$797.33 per month

HEALTH & WELFARE EO 13706: \$4.23 per hour up to 40 hours per week or \$169.20 per week or \$733.20 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years and 4 weeks after 12 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 eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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 4.174)

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

1) JANITOR: The rate listed on this WD for the ""Janitor"" occupation applies only to Marin and San Mateo counties. Please refer to WD 1974-1257 to obtain the wage rate and fringe benefits applicable to the ""Janitor"" occupation in San Francisco County.

2) 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).

3) 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 ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance 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 re-grading 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 ordnance (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 ordnance 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 ordnance 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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"" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1))."

As the Federal Aviation Administration (FAA) continues to operate during a global pandemic, protecting all personnel is and always will be our first priority. Our safety mission necessitates that operational personnel and other with specific roles and responsibilities report to the FAA facilities, and we must protect their safety as they perform their duties.

Based on current Centers for Disease Control and Prevention (CDC), the requirement stated herein covers all FAA facilities, and all personnel, both prime contractor and its subcontractors, must adhere to the following guidelines regardless of vaccination status until further notice:

- Contractor employees must continue to conduct a wellness check before reporting to an FAA facility to perform work under the contract. Please refer to Appendix A, COVID-19 Wellness Self-Check.
- Contractor employees must wear masks or coverings in all common areas, public areas and shared workspaces while indoors within the facility. This is required at all entrance gateposts and when moving about in common areas, including cafeterias, restrooms, elevators and stairwells. This requirement aligns with the recommendations of the CDC for the public. All face coverings must adhere to the following:
 - o cover the nose and mouth;
 - o fit snugly but comfortably against the side of the face;
 - o be secured with ties or ear loops;
 - o allow for breathing without restriction;
 - o include multiple layers of fabric; and

Face coverings are to be cleaned in accordance with CDC recommendations found at: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>

- Contractor employees that are not fully vaccinated are required to maintain physical distancing by maintaining six (6) feet separation from others at all times in the workplace.
- If any contractor employee feels shortness of breath or light headed while wearing a cloth face covering, they should immediately avoid any other persons in the facility, remove the face covering, and contact their company's supervisor. The contractor employee should go over the checklist identified in Appendix A. If there are any possible COVID-19 symptoms present, the contractor employee is expected to immediately leave the facility to self-quarantine and the contractor will ensure that any risk to all mission critical work being performed is immediately mitigated and/or a plan developed to mitigate critical risks as soon as practical.
- If a contractor employee is not feeling well for any reason, the contractor employee is expected to provide a self-assessment and if any of the COVID-19 symptoms exist, the contractor employee must not physically report to the facility. The contractor company is expected to notify the FAA Contracting Officer and/or Contracting Officer's

Representative (COR) immediately of the situation and inform the FAA of any concerns regarding the work that was expected to be performed by that contractor employee.

- Because our contractor employees work closely with FAA employees in keeping the NAS safe and efficient, the contractor is required to notify the agency immediately when a suspected, presumed or confirmed case of COVID-19 involves one of its employees. Reporting must be submitted immediately and include the information outlined below to allow the Agency to make a timely and appropriate response. Report any cases to 9-AFN-ACQ-EM@faa.gov, with a courtesy copy to the contracting officer. The report must include, for each affected employee, the date of self-quarantine and whether the case is suspected or confirmed. Also, please indicate where the individual visited (building address) or with whom they met and the date of latest contact. To ensure privacy information is protected, please do not include specific information about the employee through email. Once received, a FAA official will contact you directly to obtain additional information regarding the case(s) to coordinate a proper response.

- In addition, the contractor is required to report to 9-AFN-ACQ-EM@faa.gov and the respective contracting officer how many of its employees, by location (Government or Contractor site), to include office building full address, may have tested positive for COVID-19 and are undergoing medical care. This information must be submitted/updated on a weekly basis, as applicable.

You must notify all applicable contractor employees and subcontractors at all tiers immediately of these requirements.

Any question related to COVID-19 requirements, to include the wearing of masks and physical distancing can be emailed to 9-AFN-ACQ-EM@faa.gov with a copy to the Contracting Officer (CO).

APPENDIX A - COVID-19 Wellness Self-Check

In order to stop the spread of COVID-19, it is imperative that we all continue to monitor and assess our health, on a daily basis.

Before you leave for the FAA facility each day, it is an expectation of the agency that you should take your temperature. Additionally, you must review the following health questionnaire.

If you answer “YES” to one or more (or any combination) of these questions, you must NOT enter any FAA facility but you are not required to submit this document to your manager.

COVID-19 Wellness Self-Check

1. Is your temperature at or more than 100.4 degrees F (38.0 degrees C)? [YES / NO]
2. Do you have any of the following symptoms?
 - Fever or chills [YES / NO]
 - Cough or shortness of breath or difficulty breathing [YES / NO]
 - Muscle pain [YES / NO]
 - Headache [YES / NO]
 - Sore throat [YES / NO]
 - New loss of taste or smell [YES / NO]
3. Within the last 14 days, have you been in close contact (within six (6) feet of someone who has an active case of laboratory-confirmed COVID-19)? [YES / NO]
4. Within the last 14 days, have you been in close contact (within six (6) feet of someone who is ill, or demonstrates any of the above symptoms)? [YES / NO]
5. In the last 14 days, have you received instructions from a public health authority to self-observe, self-isolate, or self-quarantine? [YES / NO]

If you are unable to enter the facility based on the questionnaire above, you must notify your manager as soon as possible. Should you receive a laboratory confirmation of a COVID-19 diagnosis (positive test for SARS-CoV2), you must contact your manager to discuss next steps and provide information related to any potential exposure to other FAA employees or facility occupants.

Contractor Staffing Access Questionnaire

Purpose: The purpose of this questionnaire is to identify the access needs of a potential contractor's employees so the FAA may determine the appropriate investigation requirements and badging needs for the contractor in the event of contract award.

Instructions: Please complete and return.

(a) What is the estimated number of employees (both full and part-time including subcontractor personnel) anticipated to support this contract throughout the life of the contract?*

*If available, attach a list of personnel proposed to work on the contract.

(b) Please provide the following information for each labor category anticipated on this contract. Where the labor categories are specified in advance by the FAA, these labor categories must be used. Where the labor categories are not specified in advance, use contractor labor categories:

Labor Category 1:

1. Position Title(s)-
2. Estimated number of employees in this category-
3. Will employees in this category require routine (defined as more than (1) day per week), access to an FAA facility for more than 180 days?
YES NO
4. Will employees in this category require access to FAA computer systems or FAA networks (i.e. computer access, etc.)?
YES NO
5. Will employees in the category require access to FAA Sensitive Unclassified Information (SUI) (e.g.; building or land designs, drawings, research and development material, operations plans, etc.)?
YES NO

Labor Category 2:

1. Position Title(s)-
2. Estimated number of employees in this category-
3. Will employees in this category require routine (defined as more than (1) day per week), access to an FAA facility for more than 180 days?
YES NO

Contractor Staffing Access Questionnaire

4. Will employees in this category require access to FAA computer systems or FAA networks (i.e. computer access, etc.)?

YES NO

4. Will employees in the category require access to FAA Sensitive Unclassified Information (SUI) (e.g., building or land designs, drawings, research and development material, operations plans, etc.)?

YES NO

Labor Category 3:

1. Position Title(s)-

2. Estimated number of employees in this category-

3. Will employees in this category require routine (defined as more than (1) day per week), access to an FAA facility for more than 180 days?

YES NO

4. Will employees in this category require access to FAA computer systems or FAA networks (i.e. computer access, etc.)?

YES NO

5. Will employees in the category require access to FAA Sensitive Unclassified Information (e.g., building or land designs, drawings, research and development material, operations plans, etc.)?

YES NO

(Add additional labor categories as needed)

Customer Satisfaction Survey

Date: _____

_____ (Contractor Name) is submitting a proposal on a Federal Aviation Administration solicitation and provided your name as a customer reference. Part of the evaluation process requires information on the firm's past performance. Your input is important to us and responses are required by _____ (date & time) for inclusion of this evaluation. Your assistance is greatly appreciated.

Please rate your current level of satisfaction with the overall service performance:

____ Excellent (5) ____ Very Good (4) ____ Good (3) ____ Needs Improvement (2) ____ Unacceptable (1)

Comments: _____

How quickly do we respond to your needs, requests, or complaints?

____ Excellent (5) ____ Very Good (4) ____ Good (3) ____ Needs Improvement (2) ____ Unacceptable (1)

Comments: _____

How would you rate the problem solving capabilities and follow-up of our Operations Management?

____ Excellent (5) ____ Very Good (4) ____ Good (3) ____ Needs Improvement (2) ____ Unacceptable (1)

Comments: _____

How would you rate the performance of our on-site employees providing various services for your facility?

____ Excellent (5) ____ Very Good (4) ____ Good (3) ____ Needs Improvement (2) ____ Unacceptable (1)

Comments: _____

Organization Name: _____ Date: _____

p
Contact: _____

Phone #: _____

Thank you for completing this survey.

THIS FORM IS TO BE COMPLETED BY THE CUSTOMER REFERENCE AND EMAILED DIRECTLY BY THE CUSTOMER REFERENCE TO:
jennifer.j.davis@faa.gov