



VOLUME 1  
PINELLAS COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT  
(PIE) TECHNICAL APPROACH

SOLICITATION NUMBER: 70Z08422QAA750100

DUNS #: 180537912

UEI #: RUVWESM2SAN5

CAGE CODE: 3RPU2

FEDERAL TAX ID #: 59-6000800

POINTS OF CONTACT:

THOMAS R. JEWSBURY

AIRPORT EXECUTIVE DIRECTOR

[JEWSBURY@FLY2PIE.COM](mailto:JEWSBURY@FLY2PIE.COM)

YVETTE M. AEHLE

DEPUTY DIRECTOR AIRPORT FINANCE & ADMINISTRATION

[YAEHLE@FLY2PIE.COM](mailto:YAEHLE@FLY2PIE.COM)



## **St. Pete-Clearwater International Airport (PIE) – Volume 1 Technical Plan Statement**

In order for PIE to be able to execute its Performance Work Statement (PWS) as outlined in this solicitation, our staff uses the following two documents to keep PIE's areas in compliance with the Federal Aviation Administration's (FAA) Part 139 Certification Requirements – PIE's Quality Control Plan (QCP) and the Airport's Certification Manual (ACM). Both of these documents are attached herein.

# QUALITY CONTROL PLAN

UNITED STATES COAST GUARD  
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT



Prepared: St. Pete-Clearwater International Airport  
Date: April 2022

## KEY AIRPORT PERSONNEL HAVING COPIES OF THE QUALITY CONTROL PLAN

Mark Sprague Deputy Director Operations & Facilities	Erin Johnson Operations Manager	Yvette Aehle Deputy Director-Admin & Finance
--	------------------------------------	---

**Table of Contents**

Quality Control Plan Cover Sheet.....1

Table of Contents.....2

Introduction.....3

Airfield Operations.....3

Airfield Condition Reporting.....4

Crash, Fire, and Rescue.....5

Airport Security and Safety.....6

## Introduction

This plan provides guidance for the quality control procedures at the St. Pete-Clearwater International Airport regarding the contractual agreements concerning operational issues with the United States Coast Guard. This plan will establish and explain how the Airport shall provide and sustain the quality of services provided.

This plan specifies areas to be inspected on a scheduled and/or unscheduled basis and identifies areas of responsibilities. The Airport has established guidelines to identify, prevent, and to ensure non-recurrence of defective services and is designed to keep the Coast Guard informed of all issues affecting quality to include timely and effective corrective action for deficiencies.

## Airfield Operations

Airport Operations personnel conduct safety inspections once daily. Additional safety inspections shall be conducted whenever required by the following circumstances:

1. During construction and daily at the end of construction activity.
2. During rapidly changing meteorological conditions.
3. Immediately after any incident or accident.
4. After any other unusual condition on the airport.

While conducting safety inspections the following areas are inspected and any unsatisfactory conditions:

1. Pavement Areas
2. Runway &/or Taxiway Safety Areas
3. Pavement Markings
4. Guidance Markings
5. Holding Positions Markings/Signs
6. Lighting
7. NAVAIDS
8. Obstructions
9. Fueling Operations
10. Airfield Construction Activities
11. Wildlife Hazards

Any unsatisfactory conditions noted during an inspection will be recorded on an inspection checklist. A Maintenance Work Order is also completed for unsatisfactory conditions listed and routed to the Airport Facilities Division for corrective action. Unsatisfactory conditions that cannot be promptly

corrected shall be disseminated by issuance of a Notice to Airmen (NOTAM). The Airport will notify interested tenants and government agencies of construction or other matters that may affect aircraft operations. This notification is done through the use of pre-construction conferences, periodic airport/tenant meetings and through the use of NOTAMs to assure the distribution of pertinent information.

The Airport provides training to the Airport Operations personnel to ensure that qualified personnel perform the inspections. In addition to On-The-Job Training, a training program has been established and includes initial and recurrent training every 12 months in the following subjects:

1. Airport Familiarization, including airport signs, marking, and lighting
2. Airport Emergency Plan (AEP)
3. NOTAM notification procedures
4. Procedures for pedestrians and ground vehicles in movement areas and safety areas
5. Discrepancy reporting procedures
6. Inspection Procedures and Record Keeping

<b>Airfield Condition Reporting</b>
-------------------------------------

Airfield conditions are reported using the NOTAM system. The following Airport personnel have been trained and authorized to issue NOTAMs.

1. Airport Director
2. Airport Deputy Director of Operations and Facilities
3. Airport Operations Manager
4. Airport Operations Supervisor

The issuing of a NOTAM is accomplished through the FAA Digital NOTAM website. NOTAMs are issued covering at a minimum the following conditions.

1. Construction and/or maintenance work in the safety areas
2. The presence of parked aircraft or other objects on or next to runways or taxiways
3. The failure or irregular operations of all or part of the airport lighting system
4. Unresolved wildlife hazards
5. Non-availability of ARFF capability
6. Any issue which may adversely affect the safe operations of aircraft
7. Airfield condition reporting

## Aircraft Rescue and Firefighting

The ARFF personnel are employees of the St. Pete-Clearwater International and report to the Airport Deputy Director of Operations and Facilities through the chain-of-command. The St. Pete-Clearwater International is classified as an Index C airport serving an average of five (5) or more daily departures of aircraft up to 159 feet in length. ARFF equipment appropriate to this required index is provided during all air carrier operations with over 30 passenger seats, unless otherwise reduced in accordance with Federal Regulations. Each required vehicle is equipped with two-way radio communication linked with the alerting authority, other related vehicles, and command post if appropriate. Each required vehicle has a flashing beacon and is marked in colors to enhance contrast with the background environment and optimize daytime and nighttime visibility, assuring rapid, positive identification. Each vehicle is maintained in an operable condition and be protected against freezing temperatures. If a required firefighting vehicle becomes inoperative and cannot maintain Index, each air carrier user, tenants, and the FAA shall be so notified in accordance with Federal Regulations.

At least one required firefighting vehicle can reach the midpoint of the farthest air carrier runway or reach any other specified point of comparable distance on the movement area available to air carriers from the fire station and begin extinguishing agent application within three (3) minutes from the time of alarm. All other required vehicles can respond in the same manner within four (4) minutes. Periodically the Airport Fire Chief initiates drills to insure that firefighters maintain the established response times required Federal Regulations.

All assigned firefighting and rescue personnel are equipped with National Fire Protection Agency (NFPA) authorized clothing and equipment needed to perform their duties. Sufficient firefighting and rescue personnel shall be available to operate vehicles, meet response times, and meet the minimum agent discharge rates required by Index C. All ARFF personnel receive initial and recurrent training to perform their duties in accordance to Federal Regulations Part 139 and are trained following a site-specific training curriculum. Each assigned firefighter participates in at least one (1) live fire drill every consecutive 12 months and has received instruction in the following areas:

1. Airport familiarization
2. Aircraft familiarization
3. Rescue and firefighting personnel safety
4. Familiarization with the emergency communications system on the airport, including fire alarms.
5. Use of the fire hoses, nozzles, turrets, and appliances used by the airport for compliance with this part
6. Types and application of extinguishing agents used by the airport for compliance with this part.
7. Forced entry into aircraft, ventilation of aircraft, extraction of persons from aircraft, and evacuation measures.
7. Firefighting operations
8. Adapting and using structural rescue and firefighting for ARFF
9. Aircraft cargo hazards and considerations
10. Familiarization with the firefighter's duties under the Airport Emergency Plan.

Training records are maintained for 24 consecutive months.

A minimum of one (1) person shall be available having at least 40 hours training and is current in basic emergency medical care including bleeding, cardiopulmonary resuscitation, shock, primary patient survey, injuries to the skull, spine, chest, and extremities, internal injuries, moving patients, burns and triage.

### **Airport Security and Safety**

The Airport maintains an approved Airport Security Program as required by Federal Regulations. This program provides for the safety and security of persons and property against criminal acts. This program contains the following security and safety measures.

1. Description and map detailing the airport's boundaries pertinent features.
2. Each activity and entity on or adjacent to that affects overall security measures.
3. Measures used for access control
4. Measures used for identification
5. Description of all required notification signage
6. Procedures used to comply with Criminal Record Checks and Threat Assessments
7. Escort procedures
8. Challenge procedures
9. Law Enforcement support and training
10. Records retention
11. Contingency plans
12. Procedures for the distribution and storage of Sensitive Security Information
13. Posting of public advisories
14. Alternate Security and Contingency Plans
15. Airport Security Coordination and training requirements
16. Any requirements deemed necessary by the Transportation Security Administration to protect the safety and security of persons and property at the Airport.

This program is updated as required and reviewed annually by the Airport Security Coordinator to ensure accuracy and effectiveness.





<b>ORIGINAL DATE</b>	October 1, 2004
<b>REVISION   DATE</b>	16   January 9, 2020

FAA Approval:

## INTRODUCTION

This Airport Certification Manual includes operating procedures and a description of facilities and equipment used to satisfy the requirements of CFR Part 139. Personnel concerned with operating the airport are expected to carry out their duties and responsibilities in accordance with this manual. Any changes to this Certification Manual on behalf of St. Pete-Clearwater International Airport requires approval of the Airport Director.

This manual will be kept current and an approved copy will be available for inspection upon request. A complete and current copy will be provided to the Federal Aviation Administration (FAA).

The St. Pete-Clearwater International Airport is a completely equipped, FAA Part 139-certified airport having a 9730' runway capable of handling any airplane, as well as one utility runway. FAA operated Air Traffic Control Tower and U.S. Customs and Border Protection facilities are also important airport services along with the U.S. Coast Guard Air Station – Clearwater.

The Airport Director under the jurisdiction of the Board of County Commissioners of Pinellas County, the elected body that governs the West Florida County, manages the airport. The Airport Director is the officially designated representative of the Airport Sponsor, the Board of County Commissioners, in who is vested the statutory authority and managerial responsibility of the St. Pete-Clearwater International Airport.

The St. Pete-Clearwater International Airport is a public airport owned by Pinellas County, a political subdivision of the State of Florida, located midway between St. Petersburg and Clearwater, Florida, and whose mailing address is:

Airport Director  
St. Pete-Clearwater International Airport  
14700 Terminal Boulevard, Suite #221  
Clearwater, Florida 33762  
(727) 453-7800

<p>Federal Aviation Administration Southern Region Airports Division</p> <p style="color: red;">APPROVED</p> <p style="color: red; font-size: 1.2em;">FEB 4 2022</p> <p>FAA Approval: PLR Inspector</p>
---

<b>ORIGINAL DATE</b>	October 1, 2004
<b>REVISION   DATE</b>	18   February 15, 2022

**GENERAL REQUIREMENTS 139.101**

**A. ADMINISTRATOR’S ADDITIONAL PROVISIONS, LIMITATIONS, & EXEMPTIONS**

- 1. Additional Provisions      None
- 2. Limitations                      None
- 3. Exemptions                      None

**B. AIRPORT INFORMATION**

**1. ADDRESS**

St. Pete-Clearwater International Airport  
14700 Terminal Blvd  
Suite #221  
Clearwater, FL 33762

**2. LOCATION**

The St. Pete-Clearwater International Airport is located approximately 10 miles southeast of downtown Clearwater, in Pinellas County, Florida.

**3. AIRPORT OPERATOR/CLASS**

The airport is owned and operated by Pinellas County and operates as a Class I airport under 14 CFR Part 139.

**4. RUNWAY AND TAXIWAY IDENTIFICATION SYSTEM**

The runways carry the standard magnetic heading identification, which are as follows:

- Runway 18-36    150’ x 9,730’
- Runway 4-22     150’ x 6,000’

APPROVED  
**APR 20 2020**  
PLR  
Inspector

FAA Approval:

<b>ORIGINAL DATE</b>	October 1, 2004
<b>REVISION   DATE</b>	15   August 31, 2019

Taxiways are identified by a single letter and include the following:

Taxiway A	Parallel to Rwy 18-36
Taxiway B	Connector between Twy T and USCG
Taxiway D	Connector between Twy T and Twy A
Taxiway F	Connector between Twy A and Twy G
Taxiway G	Parallel to Rwy 4-22
Taxiway H	Connector for Twy A
Taxiway Q	Connector to Twy G
Taxiway T	Adjacent to terminal ramp
Taxiway A1, A2, A3, A4, A5, A6, A7	Connector between Twy A and Rwy 18-36
Taxiway G1, G2, G3	Connector between Twy G and Rwy 4-22

#### **5. AREAS AVAILABLE FOR AIR CARRIERS**

The following movement areas are available for use by small and large air carrier aircraft:

- Runway 18-36 and associated taxiways
- Runway 4-22 and associated taxiways

#### **6. AREAS NOT AVAILABLE FOR AIR CARRIERS**

The following areas are not available for use by air carriers and are excluded from airport certification requirements:

The Landings	General aviation hangars
Army National Guard	Aviation facility
United States Coast Guard	Aviation facility
Sheltair North	General aviation hangars
Pinellas County Sheriff's Office	Aviation facility

<b>ORIGINAL DATE</b>	October 1, 2004
<b>REVISION   DATE</b>	13   July 1, 2018

FAA Approval:



### **INSPECTION AUTHORITY 139.105**

The St. Pete-Clearwater Airport shall allow the Administrator to make any inspections, including unannounced inspections, or tests to determine compliance with Title 14 CFR Part 139.

APPROVED

APR 20 2020

PLR  
Inspector

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

FAA Approval:

## DEVIATIONS 139.113

### A. DEVIATION

In an emergency condition requiring immediate action for the protection of life or property, the Airport may deviate from an operations requirement of Title 14 CFR part 139, Subpart D, or the Airport Certification Manual, to the extent required meeting that emergency.

### B. REPORTING

In the event of a deviation, the Airport shall notify the FAA Regional Airports Division by phone or email within 14 days of the nature, extent, and duration of the deviation. If requested by FAA, the Airport shall submit a report in writing to the FAA Regional Airports Division Manager.

APPROVED  
**APR 20 2020**  
PLR  
Inspector

FAA Approval:

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

## FALSIFICATION, REPRODUCTION, OR ALTERATION OF CERTIFICATES, REPORTS, OR RECORDS 139.115

A. The Airport shall not make or cause to be made:

- a. Any fraudulent or intentionally false entry in any record or report that is required to be made, kept, or used to show compliance with any requirement under this part.
- b. Any reproduction, for a fraudulent purpose, of any certificate or approval issued under this part.
- c. Any alteration, for a fraudulent purpose, of any certificate or approval issued under this part.

B. The Airport understands that the commission of an act prohibited under Part 139.115 is a basis for suspending or revoking of the Airport Operating Certificate by the FAA.

APPROVED  
**APR 20 2020**  
PLR  
Inspector

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

FAA Approval:

## GENERAL REQUIREMENTS 139.201

### A. ACM MAINTENANCE

The Airport will:

1. Maintain the ACM current at all times. The Airport Director is responsible for maintaining currency of the ACM.
2. Maintain at least one complete and current copy of the approved ACM on the airport, which will be available for inspection by the FAA. This copy will be maintained in the Airport Director's office.
3. Furnish the applicable portions of the FAA approved ACM to the personnel responsible for its implementation.
4. Ensure that the Regional Airports Division is provided a complete copy of the most current ACM including any amendments approved on 139.205.

### B. ACM REVISIONS/AMENDMENTS

The following procedure is in effect for revisions/amendments to the ACM:

1. Two copies of the revision will be submitted to the following address:  

Federal Aviation Administration  
Southern Regional Office, ASO-600  
1701 Columbia Avenue  
College Park, GA 30337
2. Amendments to the ACM are significant changes to the ACM concerning method of compliance to part 139 requirements and will be submitted at least 30 days prior to the proposed effective date. Revisions will be submitted as needed to maintain currency.
3. The ACM Page Revision Log will be completed and submitted with the revision.
4. Each page of the revision, including the Page Revision Log, will have the date of the revision.
5. Upon FAA approval, copies of the revision will be made and distributed to holders of the Airport Certification Manual listed on the Distribution List.

APPROVED  
**APR 20 2020**  
PLR  
Inspector

<b>ORIGINAL DATE</b>	October 1, 2004
<b>REVISION   DATE</b>	16   January 9, 2020

FAA Approval:

## RECORDS 139.301

### A. FURNISH RECORDS

Upon request of the Administrator, the Airport will furnish records listed under this section.

### B. LIST OF REQUIRED RECORDS

The Airport will maintain the following records:

#### 12 Consecutive Months

Airport Fueling Agent Inspection	records of inspection of airport fueling agents under Section 321
Self-Inspection	self-inspection records under Section 327
Accident and Incident	each accident or incident in movement areas and safety areas involving an air carrier aircraft and/or ground vehicle under Section 329
Airport Condition	records of airport condition information dissemination under Section 339

#### 24 Consecutive Months

Personnel Training	personnel training records under Sections 303 and 327
Emergency Personnel Training	ARFF & emergency medical service personnel training records under Section 319
Fueling Personnel Training	training records of fueling personnel under Section 321
Movement Areas and Safety Areas Training	records of training given to pedestrians and ground vehicle operators with access to movement areas and safety areas under Section 329
Wildlife Hazard Management	training related to wildlife hazard management

### C. ADDITIONAL RECORDS

The Airport will furnish and maintain any additional records required by the Administrator.



APPROVED  
**APR 20 2020**  
PLR  
Inspector

FAA Approval:

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

## MARKING, SIGNS AND LIGHTING 139.311

St. Pete-Clearwater International Airport meets the requirements of AC 150/5340-1, current edition, *Standards for Airport Markings*. The following marking and lighting systems are provided and operable at St. Pete-Clearwater International Airport:

1. Ground guidance signs identifying runways and taxi routes
2. Runway markings appropriate to authorized operation
3. Taxiway centerline and edge markings
4. Holding position markings and lighted guidance signs for each runway and ILS critical area
5. Runway lights to support night operations appropriate for the approved instrument approach procedures for that runway
6. Taxiway lighting which serve runways, used for night operations
7. An airport rotating beacon, listed on Exhibit C
8. Obstruction lighting for obstructions identified under CFR Part 77
9. Any lighting including apron, vehicle and aircraft parking areas, roadways, fuel storage areas, buildings, etc., shall be adjusted or shielded to prevent interference with aircraft operations and air traffic control

The Airport maintains a record of the signs using a Signage Plan

### COMPLIANCE

- A. Each marking, sign, and lighting system installed on the airport that is owned by the airport will be properly maintained by cleaning, replacing, or repairing any faded, missing, or nonfunctional item. Items will also be maintained unobscured, clearly visible, and each item shall provide an accurate reference to airport users.

APPROVED  
**APR 20 2020**  
PLR  
Inspector

FAA Approval:

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

- B. Each lighting system will be maintained at least to the minimum operational criteria listed in Appendix A, Table A-8, of AC 150/5340-26, Current Edition, *Maintenance of Airport Visual Aid Facilities*. The operating limits for lighting systems before a system is considered inoperable are as follows:

Runway edge lights

85% operable for Visual, Non-precision or Cat 1 runways  
95% operable for Cat 2 & 3

Runway centerline lights

95% operable

Runway TDZ lights

90% operable

Runway end/threshold lights

75% operable (No more than two lights inoperable at any runway end)

Taxiway edge lights

85% operable

In order to provide continuity of visual guidance, the allowable percentage of inoperable lights shall not be in such a way as to alter the basic pattern of the lighting system. In addition, an unserviceable light shall not be adjacent to another unserviceable light. Lights are considered adjacent if located either laterally or longitudinally in a lighting system.

Facilities personnel shall initiate corrective action when any unsatisfactory conditions are found in the marking or lighting systems. If the above operating limits cannot be maintained, and airport management determines that the outage may not provide an accurate reference to airport users, information concerning the outage shall be disseminated locally to the ATCT and airlines. If an entire lighting system is inoperable or out of service, an airport condition report shall be issued in accordance with Section 339.

The following FAA Advisory Circulars shall be used as guidance for compliance with this Section:

- 70/7460-1, current edition, *Obstruction Marking and Lighting*
- 150/5340-1, current edition, *Standards for Airport Markings*
- 150/5340-18, current edition, *Standards for Airport Sign Systems*
- 150/5340-30, current edition, *Design & Installation Details for Airport Visual Aid*

APPROVED

APR 20 2020

PLR  
Inspector

FAA Approval:

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

### **E. CONSISTENCY WITH SECURITY REGULATIONS**

The AEP contains instructions for response to bomb incidents, including designation of parking areas for the aircraft involved; and sabotage, hijack incidents, and other unlawful interference with operations; that are consistent with the approved Airport Security Program (ASP).

The following FAA Advisory Circulars shall be used as guidance for compliance with this Section:

- 150/5200-31, current edition, *Airport Emergency Plan*
- 150/5210-2, current edition, *Airport Emergency Medical Facilities and Service*

APPROVED

APR 20 2020

PLR

Inspector

FAA Approval:

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

## SELF-INSPECTION PROGRAM 139.327

### A. FREQUENCY OF INSPECTIONS

Airport Operations Supervisors will inspect the airport's runways and taxiway markings and lighting daily in accordance with AC 150/5200-18, as amended and when required by an unusual condition that may affect safe air carrier operations. Additional safety inspections shall be conducted whenever required by the following circumstances:

1. During construction and daily at the end of construction activity.
2. During rapidly changing meteorological conditions.
3. Immediately after any incident or accident.
4. After any other unusual condition on the airport.

### B. REPORTING SYSTEM

Paragraph E of this section lists the areas to be inspected and each condition will be recorded as either satisfactory or unsatisfactory on the digital inspection checklist. A Maintenance Work Order is completed for unsatisfactory conditions listed in paragraph E of this section and routed to the Airport Facilities Division. Unsatisfactory conditions that cannot be promptly corrected shall be disseminated by issuing a NOTAM in accordance with Section 339 of this ACM. If necessary, the airport will notify those that may be affected. This notification is done through the use of pre-construction conferences, periodic airport/tenant meetings, digital communications and through the use of NOTAMs to assure the widest distribution of pertinent information.

### C. TRAINING

The Operations Manager is responsible for training the Airport Operations personnel to ensure that qualified personnel perform the inspections. In addition to On-The-Job Training, a training program has been established and includes initial and recurrent training every 12 months in the following subjects:

1. Airport Familiarization, including airport signs, markings and lighting
2. Airport Emergency Plan (AEP)
3. Notice to Airmen (NOTAM) notification procedures
4. Procedures for pedestrians and ground vehicles in movement areas and safety areas
5. Discrepancy reporting procedures
6. Inspection Procedures and Record Keeping

APPROVED  
**APR 20 2020**  
PLR  
Inspector

FAA Approval:

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

#### **D. RECORDS**

A copy of the Airport Safety Inspection Checklist used is included as Exhibit E. Inspection records will show the conditions found and the corresponding work order number. Corrective action will be shown in the Operations Work Order database.

Training records for each individual include a description and date of training received. Training records are kept for at least 24 months.

#### **E. AREAS INSPECTED DAILY AND UNSATISFACTORY CONDITIONS NOTED**

FAA Advisory Circulars shall be used to establish conditions acceptable to the administrator. Areas include:

1. Pavement Areas
2. Safety Areas
3. Pavement Markings
4. Guidance Signs
5. Holding Position Markings/Signs
6. Lighting
7. NAVAIDS
8. Obstructions
9. Fueling Operations
10. Airfield Construction Areas
11. Fencing
12. Wildlife Hazards

The following FAA Advisory Circulars shall be used as guidance for compliance with this Section:

- 150/5200-18, current edition, *Airport Safety Self-Inspection*
- 150/5200-28, current edition, *Notice to Airmen (NOTAMS) for Airport Operators*

<b>ORIGINAL DATE</b>	October 1, 2004
<b>REVISION   DATE</b>	16   January 9, 2020

FAA Approval:



## **PEDESTRIANS AND GROUND VEHICLES 139.329**

### **A. OPERATING IN THE MOVEMENT AND NON-MOVEMENT AREAS**

1. Movement and Safety areas shall be restricted to pedestrians and ground vehicles required for airport operations. Pedestrian and ground vehicles on the Airport Movement areas and Safety areas require movement area qualifications, training and permission from the ATCT. Only airport approved and FAA maintenance vehicles are permitted on movement areas.
2. The Airport Director and the FAA Air Traffic Control Tower have signed a Letter of Agreement (see Exhibit G), which defines responsibilities and designates movement/non-movement areas on the airport.
3. All ground vehicles must remain in two-way radio contact with the Control Tower when operating in the Movement area. This contact may be established either directly through the use of a vehicle's installed two-way radio, or indirectly through an escort vehicle that is so equipped. When the tower is closed (11:00 pm to 6:00 am) ground vehicle operators shall monitor CTAF and announce intentions prior to entering the movement area.
4. All personnel who work at the airport and whose duties require them to operate a vehicle in the Non-Movement area on the AOA shall complete computer based drivers training. Those individuals whose duties require them to operate in the Movement area are required to complete a Movement Area Driver's Training Course. All personnel who successfully complete the driver-training course shall have a distinctive symbol imprinted on their airport identification badge to identify individuals authorized to operate a vehicle on the AOA. Non-movement drivers have an NM on their badge while Movement area drivers have an M on their badge. Training must be completed prior to initial performance of such duties and at least once every 12 consecutive calendar months. Airport Operations shall maintain records of training given to ground vehicle operators with access to movement area for 12 consecutive calendar months.
5. Drivers who violate the rules in the AOA shall have their driving privileges revoked and will have to complete the computer based training course a second time before driving privileges are reinstated. The Airport Operations Manager has the sole discretion when drivers violate rules in the Movement area, and will determine the time frame that driving privileges will be revoked. No driver shall be permitted to have his or her driving privilege reinstated more than three (3) times.

APPROVED  
**APR 20 2020**  
PLR  
Inspector

FAA Approval:

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

6. Drivers operating on the movement area will be familiar with the following light signals:



**B. MARKING AND LIGHTING**

ARFF vehicles are equipped with a red flashing light. All other airport owned vehicles are equipped with a yellow flashing light. Vehicle operators shall ensure that the flashing light is on prior to entering the movement area.

**C. CONSTRUCTION VEHICLES**

During times when construction related vehicles are required to enter or work within the aircraft movement area, they will be marked with an approved 3' x 3' orange and white checkered flag, or yellow flashing light. If a construction vehicle is not equipped with a radio capable of contact with the ATCT, it will either require an escort or flagman (with radio contact) stationed at area(s) designated by the Airport Operation Manager, to give instructions to the vehicle.

**D. COMPLIANCE**

In the event an unauthorized vehicle or person is observed on the AOA, an airport vehicle will be dispatched to intercept and escort the violator from the premises. A report will be prepared and kept on file concerning all incidents. Appropriate corrective action will be taken as determined by the Airport Director. Continuous surveillance shall be maintained to insure that only authorized vehicles operate on the movement areas, that established rules are complied with, and that appropriate action is taken when violations are observed or reported.

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

FAA Approval:



The Airport maintains records of accidents or incidents in the movement areas and safety areas, involving air carrier aircraft and/or ground vehicles. Records of each accident or incident are maintained for 12 months from the date of the accident or incident.

**E. OPERATING IN RUNWAY SAFETY AREAS (RSA)**

A Letter of Agreement was created in cooperation with St. Pete-Clearwater Air Traffic Control Tower/FAA Technical Operations and St. Pete-Clearwater International Airport to define the safe operation within the RSA. See Exhibit N

The following FAA Advisory Circulars shall be used as guidance for compliance with this Section:

- 150/5210-5, current edition, *Painting, Marking, and Lighting of Vehicles Used on an Airport*
- 150/5210-20, current edition, *Ground Vehicle Operations on Airports*



Federal Aviation Administration Southern Region Airports Division  <b>APPROVED</b> <b>APR 20 2020</b> PLR Inspector
---

<b>ORIGINAL DATE</b>	October 1, 2004
<b>REVISION   DATE</b>	16   January 9, 2020

FAA Approval:

**OBSTRUCTIONS 139.331**

- A. CFR Part 139 defines the standards used for determining obstructions in navigable airspace around an airport. The obstructions are defined, in general, as objects which penetrate imaginary surfaces around airports. The surfaces are, also defined in Part 77. Imaginary surfaces include: approach surfaces, primary surfaces, horizontal surfaces, and conical surfaces. All of the surfaces, except conical surfaces, are predicated on the type of runway (visual, non-precision, instrument, precision instrument) to which they relate.
  
- B. The Airport Operations Department is responsible for ensuring the obstruction affecting flight safety at St. Pete-Clearwater International Airport are identified, lighted and/or marked in accordance with Advisory Circular 70/7460-1, current edition. The Airport Operations Supervisor on duty conducts a daily inspection of all airport obstruction lights and markings. Where required, the Airport Facilities Department or FAA Airways Facilities is informed of noted deficiencies.

The Airport Facilities Department is responsible for repairing all airport obstruction lights and markings associated with navigational aids and instruments. These obstructions include: perimeter fence line, lighted windsocks, terminal ramp lights,

FAA Airways Facilities is responsible for repairing all obstruction lights and markings associated with aircraft navigation, see Exhibit C.

The following FAA Advisory Circulars shall be used as guidance for compliance with this Section:

- 70/7460-1, current edition, *Obstruction Marking and Lighting*

APPROVED  
**APR 20 2020**  
PLR  
Inspector

FAA Approval:

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

### PROTECTION OF NAVAIDS 139.333

- A. Airport Operations will alert ATCT and FAA Airways Facilities of any activity that may interfere with the signal for a NAVAID. FAA Airways Facilities personnel will be included in all pre-construction conference involving construction which could possibly derogate the operation of a NAVAID.
- B. FAA Airways Facilities is responsible for the following NAVAIDs located at St. Pete-Clearwater International Airport: PAPI's RWY 18/36, RWY 18 MALSR, RWY 18 Glide Slope, RWY 18 Localizer, RWY 36 Glide Slope, RWY 36 Localizer, RVR's, and VORTAC.
- C. The Facilities Department is responsible for the following NAVAID's at St. Pete-Clearwater International Airport: PAPI's RWY 4/22, RWY 22 REIL, RWY 4 REIL and Airport Beacon. All NAVAID's are depicted in Exhibit C.
- D. Protection will be provided by AOA fencing and periodic surveillance by Airport personnel.

The following FAA Advisory Circulars shall be used as guidance for compliance with this Section:

- 150/5300-13, current edition, *Airport Design*
- 150/5340-1, current edition, *Standards for Airport Markings*

<b>ORIGINAL DATE</b>	October 1, 2004
<b>REVISION   DATE</b>	16   January 9, 2020

FAA Approval:



### **PUBLIC PROTECTION 139.335**

- A. The St. Pete-Clearwater International Airport's AOA consists of security gates, perimeter fencing and natural barriers, are considered adequate to prevent the inadvertent entry of persons, vehicles, and large animals upon the AOA. Signs are prominently displayed along the perimeter and at every gate, defining the areas as restricted.
- B. Both the Pinellas County Sheriff's Department Airport Unit and the Airport Operations Department personnel conduct regular AOA inspections, checking gate closures, and fence integrity. In addition tenants are required to insure the security of their respective leased interior and ramp areas.
- C. Unauthorized person detected on the AOA are to be challenged by airport employees and reported to the Airport Operations Supervisor on Duty or Pinellas County Sheriff's Department.

The following FAA Advisory Circulars shall be used as guidance for compliance with this Section:

- 150/5300-13, current edition, *Airport Design*



ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

FAA Approval:

**WILDLIFE HAZARD MANAGEMENT 139.337**

**A. General**

Per 14 CFR Part 139.337 (a) requirements, the Airport shall take immediate measures to alleviate wildlife hazards whenever they are detected.

The St. Pete - Clearwater International Airport conducted a Wildlife Hazard Assessment (WHA) from 2009 to 2010. The WHA was reviewed by the FAA in April 2011. At that time, the FAA determined that a Wildlife Hazard Management Plan (WHMP) was required. The Airport developed a WHMP that was originally approved by the FAA in February 2013. The WHMP is updated every 12 consecutive calendar months and reviewed when a triggering events occurs. See Exhibit J of the ACM for the current year WHMP.

The WHMP provides:

- a list of individuals with the authority and responsibilities to implement the plan,
- list of prioritized actions to reduce wildlife attractants and hazardous wildlife,
- regulatory requirements and permit information,
- tools to implement the plan,
- procedures to review and evaluate the plan, and
- a description of the training program.

At this time, there is no regulatory requirement to review or update the airport’s Wildlife Hazard Assessment (WHA). However, due to structural, operational, land use setting, or wildlife population changes, the airport may determine that a new WHA would be beneficial in the future.

**B. WILDLIFE HAZARD MANAGEMENT PLAN**

The FAA determined that a WHMP was necessary at St. Pete-Clearwater International Airport and the initial plan was approved February 2013. The WHMP is updated every 12 consecutive calendar months and reviewed when a triggering events occurs. The WHMP is included in the ACM as Exhibit J.

**C. WILDLIFE HAZARD MANAGEMENT PLAN TRAINING**

Per 14 CFR Part 139 requirements and as described in the WHMP, training will be conducted every 12 months for airport personnel with responsibilities in the WHMP. The training will be conducted by a Qualified Airport Wildlife Biologists as defined in

APPROVED  
**APR 20 2020**  
PLR  
Inspector

FAA Approval:

ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

FAA Advisory Circular (AC) 150/5200-36. Airport employees who miss the annual wildlife training will receive training from the airport's Wildlife Coordinator through the train-the-trainer approach as described in FAA AC 150/5200-36.

#### **D. WILDLIFE HAZARD MANAGEMENT PLAN ANNUAL REVIEW**

The WHMP will be reviewed and evaluated every 12 months. In addition, a review of the WHMP will be conducted following an event described in Part 139.337(b)(1), (b)(2) or (b)(3), which includes:

- (1) An air carrier aircraft experiences multiple wildlife strikes.
- (2) An Air carrier aircraft experiences substantial damage from striking wildlife
- (3) An air carrier experiences an engine ingestion of wildlife.

The review and evaluation of the WHMP will be conducted using the forms in FAA AC 150/5200-38 (Appendix F):

- Wildlife Hazard Management Plan Annual Review
- Wildlife Hazard Management Plan Review Following a Triggering Event
- 

#### **E. WILDLIFE HAZARD MANAGEMENT BIOLOGIST**

The Airport contracts an FAA Qualified Airport Wildlife Biologist to conduct annual training and to assist in the annual review and update of the WHMP and following triggering events.

#### **F. FAA ADVISORY CIRCULARS**

The following FAA ACs shall be used as guidance for compliance with this section:

- 150/5200-18 *Airport Safety Self-Inspection*
- 150/5200-28 *Notice to Airmen (NOTAMS) for Airport Operators*
- 150/5200-32 *Reporting Wildlife Aircraft Strikes*
- 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*
- 150/5200-34 *Construction or Establishment of Landfills Near Public Airports*
- 150/5200-36 *Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports*
- 150/5200-38 *Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans*



ORIGINAL DATE	October 1, 2004
REVISION   DATE	16   January 9, 2020

FAA Approval:

## AIRPORT CONDITION REPORTING 139.339

St. Pete-Clearwater International Airport utilizes the Federal NOTAM System (FNS) – Notice to Airman (NOTAM) management system developed by the Federal Aviation Administration (FAA) called NOTAM Manager (NM). The NM is designed to digitize the issuance, collection, dissemination/distribution, and storage of NOTAMs. The NM application is a web-based user interface that enables authorized NOTAM originators to manage their NOTAMs.

The following personnel are authorized to issue NOTAMs:

- Airport Director
- Airport Deputy Director - Operations & Facilities
- Airport Operations Manager
- Airport Operations Supervisor (on-duty)

NOTAMs will be issued as outline in accordance to AC 150/5200-28 current edition.

NOTAMs shall be canceled by any of the authorized issuing personnel as soon as the condition is in compliance.

The following FAA Advisory Circulars shall be used as guidance for compliance with this Section:

- 150/5200-28, current edition, *Notice to Airmen (NOTAMS) for Airport Operators*.

Federal Aviation Administration  
Southern Region Airports Division

APPROVED  
**APR 20 2020**  
PLR  
Inspector

<b>ORIGINAL DATE</b>	October 1, 2004
<b>REVISION   DATE</b>	16   January 9, 2020

FAA Approval:

**IDENTIFYING, MARKING, & LIGHTING CONSTRUCTION AND OTHER  
UNSERVICEABLE AREAS 139.341**

Prior to the commencement of any construction work at PIE, a pre-construction conference shall be scheduled. Participants of the conference shall include the contractor, representatives of Engineering, Facilities, Airport Operations and any other airport organization whose operations are or may be affected by the construction. Special consideration should be given to the inclusion of FAA Control Tower and Airway Facilities personnel, as their functions are vital to the safety of flight operations at St. Pete-Clearwater International Airport, and construction could possibly affect the proper operation of their facilities. All pre-construction conferences include a review of applicable current Advisory Circulars 150/5270-2, as amended and 150/5340-1, as amended.

The following areas shall be marked and/or lighted in accordance with FAA Advisory Circular 150/5370-2, current edition, *Operational Safety on Airports During Construction* or as approved by FAA:

- A. Each construction area and unserviceable area, which is on/or adjacent to any movement area. Advisory Circular 150/5340-1, current edition, *Standards for Airport Markings* will be used.
- B. Each item of construction equipment and each construction roadway, which affects or may affect the safe movement of aircraft on the airport.
- C. Any area adjacent to a NAVAID that, if traversed, could cause false signals or failure of the NAVAID.

Drawings of existing utility facilities are on file and available so that during construction, procedures can be developed to avoid interfering with existing utilities, cables, wires, conduits, pipelines, or other underground facilities.

<b>ORIGINAL DATE</b>	October 1, 2004
<b>REVISION   DATE</b>	16   January 9, 2020

FAA Approval:



### **NONCOMPLYING CONDITIONS 139.343**

Unless otherwise authorized by the Administrator, whenever the provisions of this manual and CFR Part 139 Sub-Part D cannot be met to the extent that uncorrected, unsafe conditions exist on the airport, air carrier operations shall be restricted to those portions of the airport not rendered unsafe by those conditions.



## AIRPORT SAFETY SELF INSPECTION

**Daily  
Airfield  
Inspection**

Inspector:  
  
Date and Time:



ITEM	REMARKS	STATUS
RUNWAY CONDITION		
Runway Condition		
Section 1/3 Runway Condition Code (1-6)		
Section 2/3 Runway Condition Code (1-6)		
Section 3/3 Runway Condition Code (1-6)		
PAVEMENT		
Lips over 3		
Hole-5		
Cracks/spalling/heaves		
FOD		
Rubber deposits		
Ponding/edge dams		
SAFETY AREAS		
Ruts/humps/erosion		
Drainage/construction		
Support equipment/aircraft		
Frangible bases		
Unauthorized objects		
MARKINGS		
Clear visible/standard		
Runway markings		
Taxiway markings		
Holding position markings		
Glass beads		
SIGNS		
Standard/meet sign plan		
Obscured/operable		
Damaged/retroreflective		
LIGHTING		
Obscured/dirty/operable		
Faulty aim/adjustment		
Runway lighting		

Federal Aviation Administration  
Southern Region Airports Division

APPROVED

APR 20 2020

PLR  
Inspector

Exhibit E

Taxiway lighting		
FAA lighting		
<b>OBSTRUCTIONS</b>		
Obstruction lights operable		
Cranes/trees		
<b>NAVAIDS</b>		
Rotating beacon operable		
Wind indicators		
REILs/VGSI systems		
<b>FUELING</b>		
Fencing/gates/signs		
Fuel marking/labeling		
Fire extinguishers		
Frayed wires		
Fuel leaks/vegetation		
<b>CONSTRUCTION</b>		
Barricades/lights		
Equipment Parking		
Material stockpiles		
Confusing signs/markings		
<b>ARFF</b>		
Equipment/Index		
Communications/Alarm		
<b>PUBLIC PROTECTION</b>		
Fencing/gates/signs		
<b>WILDLIFE HAZARDS</b>		
Wildlife present/location		
Comply with WHMP		
Carcasses		

Federal Aviation Administration  
 Southern Region Airports Division  
**APPROVED**  
**APR 20 2020**  
 PLR  
 Inspector

Exhibit E



## AIRPORT SAFETY SELF INSPECTION

**Nightly  
Airfield  
Inspection**

Inspector:  
  
Date and Time:



ITEM	REMARKS	STATUS
<b>RUNWAY CONDITION</b>		
Runway Condition		
Section 1/3 Runway Condition Code (1-6)		
Section 2/3 Runway Condition Code (1-6)		
Section 3/3 Runway Condition Code (1-6)		
<b>PAVEMENT</b>		
Lips over 3		
Hole-5		
Cracks/spalling/heaves		
FOD		
Rubber deposits		
Ponding/edge dams		
<b>SAFETY AREAS</b>		
Ruts/humps/erosion		
Drainage/construction		
Support equipment/aircraft		
Frangible bases		
Unauthorized objects		
<b>MARKINGS</b>		
Clear visible/standard		
Runway markings		
Taxiway markings		
Holding position markings		
Glass beads		
<b>SIGNS</b>		
Standard/meet sign plan		
Obscured/operable		
Damaged/retroreflective		
<b>LIGHTING</b>		
Obscured/dirty/operable		
Faulty aim/adjustment		
Runway lighting		

Federal Aviation Administration  
Southern Region Airports Division

APPROVED

APR 20 2020

PLR  
Inspector

Exhibit E

Taxiway lighting		
FAA lighting		
<b>OBSTRUCTIONS</b>		
Obstruction lights operable		
Cranes/trees		
<b>NAVAIDS</b>		
Rotating beacon operable		
Wind indicators		
REILs/VGSI systems		
<b>FUELING</b>		
Fencing/gates/signs		
Fuel marking/labeling		
Fire extinguishers		
Frayed wires		
Fuel leaks/vegetation		
<b>CONSTRUCTION</b>		
Barricades/lights		
Equipment Parking		
Material stockpiles		
Confusing signs/markings		
<b>ARFF</b>		
Equipment/Index		
Communications/Alarm		
<b>PUBLIC PROTECTION</b>		
Fencing/gates/signs		
<b>WILDLIFE HAZARDS</b>		
Wildlife present/location		
Comply with WHMP		
Carcasses		

Federal Aviation Administration  
Southern Region Airports Division

APPROVED  
**APR 20 2020**

PLR  
Inspector

Exhibit E







### Covered Telecommunications Equipment Statement

Covered telecommunications equipment as currently defined by Federal Acquisitions Regulations 4.2101, includes equipment and services produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of those entities) and certain video surveillance products or telecommunications equipment and services.

PIE does not use nor has purchased any covered telecommunications equipment in its contract with the U.S. Coast Guard, nor uses that equipment in our terminal buildings or on the airfield.

70Z08422QAA750100

1. **Action Code:** N/A
2. **Send to SAM.gov:** Yes
3. **Date:** 13 April 2022
4. **Classification Code:** Other Airport Operations
5. **Contracting Office Address:**  
 United States Coast Guard (USCG) DOL-931  
 300 E. Main St, Suite 965  
 Norfolk, VA 23510
6. **Title:** AIRPORT OPERATIONS AT U.S. COAST GUARD AS CLEARWATER, FLORIDA
7. **Response Date:** 11 May 2022 at 2:00 pm EST
8. **Primary Point of Contact:** Jessica Paucar **Email:** [Jessica.l.paucar@uscg.mil](mailto:Jessica.l.paucar@uscg.mil)
9. **Secondary Point of Contact:** Luis Torres **Email:** [luis.torres@uscg.mil](mailto:luis.torres@uscg.mil)
10. **Solicitation Number:** 70Z08422QAA750100
11. **Reference Number:** N/A

This is a **COMBINED SYNOPSIS/SOLICITATION** for commercial items prepared in accordance with the format in FAR subpart 12.6 and part 13, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; a written solicitation will not be issued. PAPER COPIES OF THIS SOLICITATION WILL NOT BE AVAILABLE.

The Request for Quotation (RFQ) number 70Z08422QAA750100. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) 2022-03 effective 1 January 2022. It is the responsibility of the contractor to be familiar with the applicable clauses and provisions. The clauses may be accessed in full text at these addresses: <https://www.acquisition.gov/far/> and <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

The North American Industry Classification System (NAICS) Code is 488119, Other Airport Operations, with a small business size standard of \$35M. The U.S. Coast Guard, Director of Operational Logistics (DOL), Norfolk, VA intends to award an airport services contract on a sole source basis to St. Petersburg-Clearwater International Airport, Clearwater Florida under the Authority of Federal Acquisition Regulation (FAR) Part 6.302-1. This acquisition will provide the use of airfield runways, taxiways and ramp space for takeoffs, landings and associated support services such as fuel storage, utilities, crash fire and rescue required by the Coast Guard Air Station located in Clearwater, FL. Interested persons may identify their interest and capability to respond to the requirement or submit quotes. This notice of intent is not a request for competitive quotes. However, all quotations received by the closing response date will be considered by the Government. A determination by the Government not to compete with this proposed contract based upon responses to this notice is solely within the discretion of the Government. Information received will normally be considered solely for the purpose of determining whether to conduct a competitive procurement. The Small Business Office concurs with this determination.

Period of Performance:

Base Year	1 June 2022 – 31 May 2023
Option Year 1	1 June 2023 – 31 May 2024
Option Year 2	1 June 2024 – 31 May 2025
Option Year 3	1 June 2025 – 31 May 2026
Option Year 4	1 June 2026 – 31 May 2027

Contract Line Item Pricing

BASE YEAR

CLIN	Description	Qty	U/I	Unit Price	Total Price
00001	Airfield Operating Expenses	12	Mo	\$	\$

00002	Airport Rescue and Fire Fighting (ARFF)	12	Mo	\$	\$
	<b>TOTAL</b>				\$

Option Year 1

CLIN	Description	Qty	U/I	Unit Price	Total Price
10001	Airfield Operating Expenses	12	Mo	\$	\$
10002	Airport Rescue and Fire Fighting (ARFF)	12	Mo	\$	\$
	<b>TOTAL</b>				\$

Option Year 2

CLIN	Description	Qty	U/I	Unit Price	Total Price
20001	Airfield Operating Expenses	12	Mo	\$	\$
20002	Airport Rescue and Fire Fighting (ARFF)	12	Mo	\$	\$
	<b>TOTAL</b>				\$

Option Year 3

CLIN	Description	Qty	U/I	Unit Price	Total Price
30001	Airfield Operating Expenses	12	Mo	\$	\$
30002	Airport Rescue and Fire Fighting (ARFF)	12	Mo	\$	\$
	<b>TOTAL</b>				\$

Option Year 4

CLIN	Description	Qty	U/I	Unit Price	Total Price
40001	Airfield Operating Expenses	12	Mo	\$	\$
40002	Airport Rescue and Fire Fighting (ARFF)	12	Mo	\$	\$
	<b>TOTAL</b>				\$
<b>Total Price Base + 4 option years</b>					

In accordance with FAR Clause 52.217-8, an option for up to a six month extension period can be awarded and will therefore be evaluated with the offeror's price at the same rate as the offeror's price for the last option year. The total evaluated price for this extension will equal ½ of the total Option Year Four evaluated price. However, the contract will only be awarded for the base plus four option years at time of contract award.

**This announcement will close on May 11, 2022 at 2:00 pm EST.** Anticipated award date is on or about 31 March 2022. E-mail quotations are preferred and may be sent to Jessica Paucar at [jessica.l.paucar@uscg.mil](mailto:jessica.l.paucar@uscg.mil) and Luis Torres at [luis.torres@uscg.mil](mailto:luis.torres@uscg.mil).

- Attachment within this solicitation:  
Attachment 1: PWS  
Attachment 2: Pricing  
Attachment 3: Wage determination

**NOTICE FOR FILING AGENCY PROTESTS  
United States Coast Guard Ombudsman Program**

It is the policy of the United States Coast Guard (USCG) to issue solicitations and make contract awards in a fair and timely manner. The Ombudsman Program for Agency Protests (OPAP) was established to investigate agency protest issues and resolve them without expensive and time consuming litigation. OPAP is an independent reviewing authority that is empowered to grant a prevailing protester essentially the same relief as the Government Accountability Office (GAO).

Interested parties are encouraged to seek resolution of their concerns within the USCG as an Alternative Dispute Resolution (ADR) forum rather than filing a protest with the GAO or some



external forum. Interested parties may seek resolution of their concerns informally or opt to file a formal agency protest with the Contracting Officer or Ombudsman.

**Informal Forum with the Ombudsman.** Interested parties who believe a specific USCG procurement is unfair or otherwise defective should first direct their concerns to the applicable Contracting Officer. If the Contracting Officer is unable to satisfy their concerns, interested parties are encouraged to contact the U.S. Coast Guard Ombudsman for Agency Protests. Under this informal process the agency is not required to suspend contract award performance. Use of an informal forum does not suspend any time requirement for filing a protest with the agency or other forum. In order to ensure a timely response, interested parties should provide the following information to the Ombudsman: solicitation/contract number, contracting office, Contracting Officer, and solicitation closing date (if applicable).

**Formal Agency Protest with the Ombudsman.** Prior to submitting a formal agency protest, protesters must first use their best efforts to resolve their concerns with the Contracting Officer through open and frank discussions. If the protester's concerns are unresolved, an Independent Review is available by the Ombudsman. The protester may file a formal agency protest to either the Contracting Officer or as an alternative to that, the Ombudsman under the OPAP program. Contract award or performance will be suspended during the protest period unless contract award or performance is justified, in writing, for urgent and compelling reasons or is determined in writing to be in the best interest of the Government. The agency's goal is to resolve protests in less than 35 calendar days from the date of filing. Protests shall include the information set forth in [FAR 33.103\(d\) \(2\)](#). If the protester fails to submit the required information, resolution of the protest may be delayed or the protest may be dismissed. To be timely protests must be filed within the period specified in [FAR 33.103\(e\)](#). Formal protests filed under the OPAP program should be submitted electronically to [OPAP@uscg.mil](mailto:OPAP@uscg.mil) and the Contracting Officer or by hand delivery to the Contracting Officer.

**Election of Forum.** After an interested party protests a Coast Guard procurement to the Contracting Officer or the Ombudsman, and while the protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If the protest is filed with an external forum, the agency protest will be dismissed.

**The Ombudsman Hotline telephone number is 202.372.3695.**

Federal Acquisition Regulation (FAR) and Homeland Security Acquisition Regulation (HSAR) Clauses and Provisions The clauses and provisions contained herein are applicable to any order awarded as a result of this solicitation. The terms and conditions set forth herein supersede all other terms and conditions. Acceptance of the order in accordance with FAR 13.004 constitutes acceptance of all terms and conditions contained herein.

#### **Invoicing Instructions.**

1. All invoices from the Contractor shall be submitted electronically IAW FAR 52.232-33.

Using Internet Explorer (not Google Chrome, Yahoo, Firefox, etc.) select the link:  
<https://www.ipp.gov/>.

You will submit proper invoices associated with this award through the Invoice Processing Platform (IPP) at <https://www.ipp.gov/>. IPP is a secure web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

**Actions to take:**

If you are already enrolled in IPP:

If your company is already registered to use IPP, you will not be required to re-register and you do not need to contact IPP.

If you are NOT already enrolled in IPP:

The point of contact you provided in your SAM.gov registration will receive two emails from [ipp.noreply@mail.eroc.twai.gov](mailto:ipp.noreply@mail.eroc.twai.gov). Please note that emails from this email address may filter into your spam or junk folder:

1. The first email will have the IPP Logon ID and a link to the IPP application.
2. A second email, which will be sent within 24 hours of the first email, contains a temporary password.

Once your contact receives these emails, please ensure they log into IPP and complete the registration process.

Once registered to use IPP, your company may submit invoices electronically, receive e-mail notifications when requests are paid, view payment history, and access remittance downloads. The e-mail notification of payment is sent when a payment is distributed to your bank account and may include the following payment information: Date of payment, dollar amount, invoice number, paying agency, payee name, and ACH trace number.

Vendor training materials, including a first time login tutorial, are available on the <https://www.ipp.gov/> website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities, ranging from creating and submitting an invoice to setting up email notifications. Live webinars are held monthly and provide a great opportunity to learn the basic of the system and to call in and ask the IPP team questions about the IPP application.

IPP Customer Support is available to assist users of the system and can answer your questions related to accessing IPP or completing the registration process.

- Toll-free number: 866-973-3131
- Email address: [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov)
- Hours of operation: Monday through Friday (excluding bank holidays) from 8:00 am - 6:00 pm ET

**FAR CLAUSES**

Clauses incorporated by reference:

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020

52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	JUN 2020
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.232-18	Availability of funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-3	Protest after Award	AUG 1996
3052.223-90	Accident and Fire Reporting	DEC 2003

### **FAR Full Text Clause**

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract , subcontract , or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services —Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services.

The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services , or any equipment , system, or service that uses covered telecommunications equipment or services " in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(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 the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment .

(b) *Prohibition.*

(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 the prohibition shall be construed to—

(i) Prohibit the head of an executive 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 extending 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 component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services , regardless of whether that use is in performance of work under a Federal contract . Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive 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 shall 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".

(d) *Representation.* The Offeror represents that—

(1) **It  will, X 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

**It  does, X does** not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) 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 shall provide the following information as part of the offer:

(i) For covered equipment—

(A) 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);

(B) 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

(C) 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.

(ii) For covered services—

(A) 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

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use 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.

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

(i) For covered equipment—

(A) 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);

(B) 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

(C) 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)(2) of this provision.

(ii) For covered services—

(A) 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

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use 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)

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021).**

(a) Definitions . As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment ; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country .

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment , parts and components, materials , software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment , and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material ) ;

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data ) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment , system, or service.



(b) *Prohibition.*

(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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(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 extending 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 component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer (s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification:

the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

**52.204-26 Covered Telecommunications Equipment or Services-Representation. (2020)**

As prescribed in [4.2105\(c\)](#), insert the following provision:

Covered Telecommunications Equipment or Services -Representation (Oct 2020)

(a) *Definitions*. As used in this provision, "covered telecommunications equipment or services " and "reasonable inquiry " have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment .

(b) *Procedures*. The Offeror shall 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)

(1) *Representation*. The Offeror represents that it  does,  does not provide covered telecommunications equipment or services as a 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)

### **52.212-1 Instructions to Offerors—Commercial Products and Commercial Services.**

**(Nov 2021)**

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR [subpart 4.10](#)), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.



(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to-

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**SEE ADDENDUM FOR 52.212-1**

(End of provision)

**52.212-2 Evaluation—Commercial Products and Commercial Services. (Nov 2021)**

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

*Factor 1: Technical Approach*

*Factor 2: Pricing*

Factor 1 is significantly more important than Factor 2. When combined Factor 2 will be more significantly important than Factor 1.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**SEE ADDENDUM 52.212-2**

(End of provision)

**52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services.**

(NOV 2021)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions*. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking

management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation*, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—

*Sensitive technology*—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict 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)).

*Service-disabled veteran-owned small business concern*—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service connected, as defined in [38 U.S.C. 101\(16\)](#).

*Small business concern*—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and



(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 12466-

(1) Previous contracts and compliance. The offeror represents that-

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*

(31 <http://uscode.house.gov>/ U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that 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 award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate 1.* If Alternate 1 to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
_____
_____

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or



designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  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 Federal, state or local government 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;

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *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.

(B) *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.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §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.

(B) 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. §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.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §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.

(D) 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).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products*.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror  does  does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror  does  does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) Government agencies are 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 exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation*. The Offeror represents that—

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran*.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) 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 entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) 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 (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)



(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:\_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ([12.301\(d\)\(1\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall 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".

(2) The Offeror represents that—

(i) It  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, 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)

#### **52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services**

(NOV 2021)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.-*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C.3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR [32.608-2](#) in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.



(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
  - (3) The clause at [52.212-5](#).
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The [Standard Form 1449](#).
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (t) [Reserved]
- (u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference*. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—  
Commercial Products and Commercial Services (Jan 2022)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

\_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

\_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)).

\_\_\_ (5) [Reserved].

\_\_\_ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

\_\_\_ (10) [Reserved].

- \_\_ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ([15 U.S.C. 657a](#)).
- \_\_ (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- \_\_ (13) [Reserved]
- \_\_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).
- \_\_ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- \_\_ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- \_\_ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- \_\_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).
- \_\_ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- \_\_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- \_\_ (iv) Alternate III (Jun 2020) of [52.219-9](#).
- \_\_ (v) Alternate IV (Sep 2021) of [52.219-9](#).
- \_\_ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_ (ii) Alternate I (Mar 2020) of [52.219-13](#).
- \_\_ (19) [52.219-14](#), Limitations on Subcontracting (Sep 2021) ([15 U.S.C. 637s](#)).
- \_\_ (20) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- \_\_ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ([15 U.S.C. 657f](#)).
- \_\_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Sep 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).
- \_\_ (ii) Alternate I (Mar 2020) of [52.219-28](#).
- \_\_ (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) ([15 U.S.C. 637\(m\)](#)).
- \_\_ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- \_\_ (26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- X** (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
- \_\_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).
- X** (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- X** (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).



- (ii) Alternate I (Feb 1999) of [52.222-26](#).
- (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (ii) Alternate I (Jul 2014) of [52.222-35](#).
- (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).
- (ii) Alternate I (Jul 2014) of [52.222-36](#).
- (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- (36) [52.222-54](#), Employment Eligibility Verification (Nov 2021) . (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of [52.223-13](#).
- (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).
- (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of [52.223-16](#).
- (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
- (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

- \_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).
- \_\_ (48) [52.225-1](#), Buy American-Supplies (Nov 2021) ([41 U.S.C. chapter 83](#)).
- \_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - \_\_ (ii) Alternate I (Jan 2021) of [52.225-3](#).
  - \_\_ (iii) Alternate II (Jan 2021) of [52.225-3](#).
  - \_\_ (iv) Alternate III (Jan 2021) of [52.225-3](#).
- \_\_ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- \_\_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#)Note).
- \_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).
- \_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).
- \_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Feb 2021).
- \_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- \_\_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).
- \_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- \_\_ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).
- \_\_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
- \_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- \_\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).
  - \_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).
  - \_\_ (iii) Alternate II (Nov 2021) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

(1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

(3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

(4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

(5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

(8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart [4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations



Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and OtherA Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii) (A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (Nov 2021) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**52.217-5 Evaluation of Options.** (1990)

Except when it is determined in accordance with FAR [17.206](#)(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**52.217-8 Option to Extend Services.**(NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 Day.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract.** (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 Months.

(End of clause)

**52.252-1 Solicitation Provisions Incorporated by Reference.** (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Acquisition.GOV](#) | [www.acquisition.gov](#)

(End of provision)

## **52.252-2 Clauses Incorporated by Reference.** (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [Acquisition.GOV](http://Acquisition.GOV) | [www.acquisition.gov](http://www.acquisition.gov)

(End of clause)

## **HSAR Clause 3052.209-70 Prohibition on Contracts with Corporate Expatriates** **(JUN 2006)**

(a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause: *Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears. *Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes

of the Internal Revenue Code of 1986. *Inverted Domestic Corporation*. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group. *Person, domestic, and foreign* have the meanings given such terms by paragraphs

(1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded*. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases*. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded*. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships*. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or quote.

**3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

3052.209-72 Organizational Conflicts of Interest.

3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

**XX** 3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

**XX** 3052.204-71 Contractor Employee Access.

Alternate I

**XX** 3052.205-70 Advertisement, Publicizing Awards, and Releases.

3052.209-73 Limitation on Future Contracting.

3052.215-70 Key Personnel or Facilities.

3052.216-71 Determination of Award Fee.

3052.216-72 Performance Evaluation Plan.

3052.216-73 Distribution of Award Fee.

3052.217-91 Performance. (USCG)

3052.217-92 Inspection and Manner of Doing Work. (USCG)

3052.217-93 Subcontracts. (USCG)

3052.217-94 Lay Days. (USCG)

3052.217-95 Liability and Insurance. (USCG)

3052.217-96 Title. (USCG)

3052.217-97 Discharge of Liens. (USCG)

3052.217-98 Delays. (USCG)

3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)



- \_\_\_ 3052.217-100 Guarantee. (USCG)
- \_\_\_ 3052.219-70 Small Business Subcontracting Plan Reporting.
- \_\_\_ 3052.219-71 DHS Mentor Protégé Program.
- XX** 3052.228-70 Insurance.
- \_\_\_ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- \_\_\_ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- \_\_\_ 3052.228-92 Fair Market Value of Aircraft. (USCG)
- \_\_\_ 3052.228-93 Risk and Indemnities. (USCG)
- \_\_\_ 3052.236-70 Special Provisions for Work at Operating Airports.
- XX** 3052.242-72 Contracting Officer's Technical Representative.
- \_\_\_ 3052.247-70 F.o.B. Origin Information.
- \_\_\_ Alternate I
- \_\_\_ Alternate II
- \_\_\_ 3052.247-71 F.o.B. Origin Only.
- \_\_\_ 3052.247-72 F.o.B. Destination Only.

**HSAR Clause 3052.228-70—Insurance (DEC 2003)**

In accordance with the clause entitled “Insurance – Work on a Government Installation” [or Insurance - Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract.

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) [48 CFR 28.307-2\(a\)](#). Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers and, shall comply with applicable Federal and State Worker's Compensation and Occupational Disease statutes.
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) [48 CFR 28.307-2\(b\)](#); and, shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least \$500,000 per occurrence. Property damage liability insurance of at least \$100,000 shall be required only in special circumstances as determined by the agency.
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) [48 CFR 28.307-2\(c\)](#). This insurance shall be required on the comprehensive form of policy, and shall provide bodily liability and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(End of clause)

**3052.236-70 Special precautions for work at operating airports. (DEC 2003)**

(a) When work is to be performed at an operating airport, the Contractor must arrange its work schedule so as not to interfere with flight operations. Such operations will take precedence over construction convenience. Any operations of the Contractor which would otherwise interfere with or endanger the operations of aircraft shall be performed only at times and in the manner directed by the Contracting Officer. The Government will make every effort to reduce the disruption of the Contractor's operation.

(b) Unless otherwise specified by local regulations, all areas in which construction operations are underway shall be marked by yellow flags during daylight hours and by red lights at other times. The red lights along the edge of the construction areas within the existing aprons shall be the electric type of not less than 100 watts intensity placed and supported as required. All other construction markings on roads and adjacent parking lots may be either electric or battery type lights. These lights and flags shall be placed so as

to outline the construction areas and the distance between any two flags or lights shall not be greater than 25 feet. The Contractor shall provide adequate watch to maintain the lights in working condition at all times other than daylight hours. The hour of beginning and the hour of ending of daylight will be determined by the Contracting Officer.

(c) All equipment and material in the construction areas or when moved outside the construction area shall be marked with airport safety flags during the day and when directed by the Contracting Officer, with red obstruction lights at nights. All equipment operating on the apron, taxiway, runway, and intermediate areas after darkness hours shall have clearance lights in conformance with instructions from the Contracting Officer. No construction equipment shall operate within 50 feet of aircraft undergoing fuel operations. Open flames are not allowed on the ramp except at times authorized by the Contracting Officer.

(d) Trucks and other motorized equipment entering the airport or construction area shall do so only over routes determined by the Contracting Officer. Use of runways, aprons, taxiways, or parking areas as truck or equipment routes will not be permitted unless specifically authorized for such use. Flag personnel shall be furnished by the Contractor at points on apron and taxiway for safe guidance of its equipment over these areas to assure right of way to aircraft. Areas and routes used during the contract must be returned to their original condition by the Contractor. Airport management shall establish the maximum speed allowed at the airport. Vehicles shall be operated so as to be under safe control at all times, weather and traffic conditions considered. Vehicles must be equipped with head and taillights during the hours of darkness.

(End of clause)

#### **Addendum to 52.212-1 -- INSTRUCTIONS TO OFFERORS**

##### **A. Proposal Submittal and Inquiries**

1. This is a Request for Quotation (RFQ) for Airport Services and Operations located in St. Petersburg-Clearwater International Airport, Pinellas County, Florida.

1.1. The Government intends to award one (1) sole source contract to Pinellas County International Airport shall comply with the instructions provided in this RFQ.

1.2. The Government intends to evaluate the proposal and award a contract to St. Petersburg-Clearwater International Airport, Pinellas County without interchanges. Therefore, St. Petersburg-Clearwater International Airport, Pinellas County initial quote should contain the best terms from a price and technical standpoint.

1.3. Proposals shall be submitted electronically via email to the Contracting Office. Points of contact for this action are the Contracting Officer and Contract Specialist.

Contracting Officer: Luis Torres, [luis.torres@uscg.mil](mailto:luis.torres@uscg.mil)

Contract Specialist: Jessica Paucar, [jessica.l.paucar@uscg.mil](mailto:jessica.l.paucar@uscg.mil)

1.4. The quote (including Price) shall be valid for a minimum of sixty (60) calendar days after the date specified for receipt of proposal.

1.5 The award of this RFQ is anticipated to be on or about 31 May 2022.

1.6 The Government will not reimburse costs incurred for proposal preparation, to include pre-award site visits.

##### **B. General Instructions**

1. The submission of the documentation specified below will constitute St. Petersburg-Clearwater International Airport, Pinellas County acceptance of the terms and conditions of the RFQ, concurrence with the Performance Work Statement, Specifications, and contract type.



2. Instructions outlined in paragraph C below, prescribe the format for the quote and describe the approach for the development and presentation of quotation data. These instructions are designed to ensure the submission of necessary information to provide for the understanding and comprehensive evaluation of the proposal.

3. If the quoter believes that the requirements in these instructions contain an error, an ambiguity, omission, or are otherwise deemed unsound, the offeror shall immediately notify the contracting officer in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

**C. Proposal Preparation Instructions**

1. Offeror’s proposal shall consist of two (2) volumes:

- Volume 1 – Technical Approach
- Volume 2 – Price

2. Proposal Format

(a) Offeror shall submit proposal via email in accordance with paragraph (c) below.

(b) Exceptions. Quoter is required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award. If the offeror finds it necessary to take exception to any of the requirements specified in this solicitation, the offeror shall clearly identify the applicable Volume and exceptions with a complete explanation of why the exception was taken, what benefit accrues to the Government (if any), and its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Offerors are cautioned that taking an exception may render the offer ineligible for award. It is recommended that the Offeror contact the Contracting Officer immediately/prior to solicitation closing upon identifying an area that may result in an exception. This information shall be provided in the format below.

**Table 1 - RFQ Exceptions**

<b>RFP Document</b>	<b>Page/ Paragraph</b>	<b>Requirement/ Portion</b>	<b>Rationale &amp; Impact</b>
<i>PWS</i>	<i>Applicable Page and Paragraph Numbers</i>	<i>Identify the requirement or portion to which exception is taken</i>	<i>Describe The rationale and impact of the exception</i>

(c) The proposals shall be organized into two (2) volumes. A coversheet shall be provided with each volume that clearly marks the volume number, title, solicitation number, the Offeror’s name, DUNS#, Cage Code, Federal Tax ID, Business Size, Business Type (e.g.: 8(a)), and Point of Contact (with phone number and email address). All text shall be single spaced and in black font. Black font requirement does not apply to graphics, photos, etc., Company stationary and logos are acceptable. Font shall be easily readable (12-pitch font, non-compressed). Cross-references should be utilized to preclude unnecessary duplication of data between sections. Proposal volumes shall be sent via email and following the guidelines provided in Table 2. The file name shall be “Company Name – Initial” for the first submission. The file name of later submissions (if necessary), shall be “Company Name – Revision X’ with X indicating the number of revision. Page limitations are as follows.

**Table 2**

<b>Volume</b>	<b>Title</b>	<b>Page Limits</b>	<b>Format</b>
1	Factor 1: Technical Approach	10	Word or PDF

2	Factor 2: Price	N/A	Word or PDF Excel
---	-----------------	-----	----------------------

(d) Proposal Limitation. The proposal shall not exceed the limits stated above. If the page limits are exceeded, the pages in excess of the limit shall be unread. The Government will not accept any changes to the contractor's proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals).

(e) Page Limit Includes: All appendices, charts, graphs, diagrams, tables, photographs, drawings, etc.

(f) Page Limit does not include: covers for volumes, tables of contents, resumes for Key Personnel, and section dividers if they are inserted solely to provide ease to the reader in locating parts/sections of the proposal. Pages will be counted if they contain any other information, i.e., diagrams, extraneous data, etc. Pages marked "This page intentionally left blank" will not be counted.

(g) What Counts As A Page? A page shall be an 8 1/2" X 11" sheet of paper. Font size for text must be size 10 or larger. Letter size and spacing requirements for illustrations and tables can be at the discretion of the offeror but must be easily readable. Margins shall be at least 1 inch on the top and bottom and 3/4 inch on the side. The Offeror shall number each page in order to eliminate any confusion. In the event contractor creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages. In the event contractor creates an ambiguity in their numbering of pages, the Government may exercise its own discretion in counting pages.

(h) Indexing. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

(i) Glossary of Abbreviations and Acronyms. Each volume shall contain a glossary of all abbreviations and acronyms used, with a definition for each.

### 3. Proposal Content

#### (a) Volume 1 – Factor 1 Technical Approach

i. This Volume shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims in the Offeror's proposal. Legibility, clarity and coherence are very important. The quoter's response will be evaluated against the Technical Approach factor defined in the below section entitled Evaluation Factor for Award 52.212-2 Evaluation – Commercial Items.

ii. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Statements that the offeror understands, can, or will comply with the PWS (including referenced publications, technical data, etc.); statements paraphrasing the PWS or parts thereof (including applicable publications, technical data, etc.); and phrases such as "standard procedures will be employed" or "well known techniques will be used," etc., will be considered unacceptable. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal. Elaborate brochures or documentation, binding, detailed art work, or other embellishments are unnecessary and are not desired.

iii. This Volume shall, at a minimum, be prepared in a form consistent with the Performance Work Statement (PWS) and the evaluation criteria for award set forth in this solicitation at Addendum to 52.212-2, Evaluation – Commercial Items. The section shall be prepared in an orderly format and in sufficient detail to enable the Government to make a thorough evaluation of the contractor's technical competence and ability to comply with the contract requirements specified in the PWS. The offeror shall address as specifically as possible the actual methodology you would use for accomplishing the PWS tasks.

iv. This Volume shall be organized with the following tabs:

**TAB A – Factor 1 – Technical Approach** - The Quoter shall provide a technical approach to the Performance Work Statement (PWS) provided as Attachment 1. The quoter shall demonstrate an understanding of the nature and scope of the work, and shall provide the minimum requirements listed in the PWS. Technical response shall be prepared in a form consistent with the PWS.

(b) Volume 2 – Factor 2 Price

**TAB A, Price** – This section shall consist of all information required to support the quoted price. All final monetary extension shall be in whole dollars only. The quoter is required to submit (i) a price narrative (Word or PDF format), and (ii) price quote (Excel format). Information relating to the proposed costs must be included to extent practical. This section shall contain all the narrative explanations used in deriving calculated costs. These narratives shall clearly explain the methodologies, calculations, exceptions and assumptions used in developing the price. Certified cost or pricing data is not required. The quoter is required to submit a completed Attachment 2, Line Item Pricing.

**Addendum to 52.212-2, Evaluation – Commercial Items**

**A. Basis of Award**

1. The Government intends to award contracts to Quoter deemed responsible in accordance with FAR 12.6, as supplemented, whose quote conforms to the RFQ requirements (to include all stated terms, conditions, representations, certifications, and all other information required by FAR 52.212-1 Instructions to Offeror’s of the solicitation, and whose quote represent the Best Value to the Government.
2. The basis of award will be price and technical acceptability.
3. The Government reserves the right to award to an offeror with other than the lowest proposed price. Price will become increasingly more important as non-price factors become increasingly equal.

**B. Evaluation Criteria**

1. Evaluation Criteria consist of the following:
  - a. Factor 1: Technical Approach
  - b. Factor 2: Price
2. **Factor 1: Technical Approach.** The Government will evaluate whether the quote clearly demonstrates that the quoter understands the requirement in its entirety; has an acceptable methodology to perform all tasks successfully and on time, and has an efficient, effective and sound approach to plan, organize, control and perform the services and deliverables outlined in the PWS. The Government will also evaluate whether the provider overall technical approach has little potential to disrupt or degrade performance.

**TECHNICAL ACCEPTABILITY ADJECTIVAL RATINGS.** Rating methodology complies with Department of Homeland Security, Source Selection Guidance. The Quoter’s technical approach will receive a Confidence rating as shown in Table 1 for factor 1. These ratings include consideration of strengths, weaknesses, significant weaknesses, uncertainties, and deficiencies as shown in Table 2.

Table 1: Confidence Rating System for Technical and Management Evaluation Factors	
Rating	Definition
High Confidence	The Government has high confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with little or no Government intervention
Some Confidence	The Government has some confidence that the Offeror understands the requirement, proposes a sound approach, and will be successful in performing the contract with some Government intervention

Low Confidence	The Government has low confidence that the Offeror understands the requirement, proposes a sound approach, or will be successful in performing the contract even with Government intervention.
----------------	--

Table 2: Definitions	
Evaluation Term	Definition
Strength	An element of a proposal which exceeds a requirement of the solicitation in a beneficial way to the Government
Weakness	A flaw in a proposal that increases the risk of unsuccessful performance
Omissions	An element of the government's requirement that has been overlooked and excluded from the proposal
Deficiencies	A serious flaw or a combination of weaknesses in a proposal that increases the risk of unsuccessful contract performance to a potential unacceptable level.

**3. Factor 2: Price.** The quoter's total evaluated price proposal will be evaluated for fair market price, price reasonableness and balance in accordance with FAR 13.106-3. Through these techniques, the Government will determine whether quoted prices are reasonable, complete, and balanced. The total evaluated price will included the quoted price for the base year and all option years. Evaluation of options shall not obligate the Government to exercise the option(s).

**4. Options.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).



## **ATTACHMENT 1: PERFORMANCE WORK STATEMENT (PWS) EXCEPTIONS FROM ST. PETE-CLEARWATER INTERNATIONAL AIRPORT (PIE)**

1. 5.1 Airfield Operations The statement at the end of the paragraph that states, “The contractor shall provide, if requested by the Contracting Office or COR, a monthly FAA tower data detailing the number of military operations.” The FAA tower data contains all military operations, not just USCG operations. The USCG is free to request the information directly from the FAA tower to obtain the data that they need. Please delete this sentence.
2. 7.2.2 Contractor Employees The statement at the end of this paragraph, “These records shall be made available to the KO upon request.” We do not traditionally provide work records for employees to anyone outside of the County, but if a Freedom of Information Act (FOIA) request is made, then our Human Resources department can consider the request. Please amend that statement or delete it entirely.
3. 6.0 DELIVERABLES In the table of Deliverables contained in this section, please replace each of the “Date Required” responses with “Upon Request”. It is easier to get the items requested by sending an email to our Airport Operations or Airport Administrative staff so that we can forward the request to the proper person/department.
4. 7.2.6 Training Requirements The statement, “If the COR determines that Contractor’s employees do not possess required training, the USCG KO will direct the Contractor to immediately remove such employees from duty and provide qualified replacements at no additional cost to the Government” needs to be amended. The USCG does not have the authority to direct PIE to remove an employee from duty. Amend the statement to, “If, in the COR’s opinion that Contractor’s employees do not possess required training, the USCG KO reserves the right to suggest that the employee be removed by contacting Airport Director.”
5. 7.2.4.1 (c) should be removed. The statement, “The education and experience of said employees is discussed in Pinellas County’s ITB #145-0311-B(JJ) under Section E – Specifications Subpart D,” refers to the qualifications that security guards must have. Because Pinellas County no longer provides security guard services, that statement should be deleted in its entirety.

# PERFORMANCE WORK STATEMENT (PWS) FOR AIRPORT OPERATIONS AT U.S. COAST GUARD AS CLEARWATER, FLORIDA

## 1.0. INTRODUCTION

The U.S. Coast Guard is procuring airport operations services, to with Pinellas County as described in the following paragraphs for USCG Air Station Clearwater, FL, where the work will be performed. This Performance Work Statement (PWS) is in compliance with the direction in which the USCG is procuring contracts to ensure consistent performance and be results-oriented.

## 2.0. BACKGROUND

2.1. Mission. One of four air stations (AS) located in the Seventh District, the mission of AS Clearwater is to provide Search & Rescue, Law Enforcement, Environmental Response, Maritime Homeland Security, and Air Interdiction using fixed wing aircraft and rotary wing aircraft. The purpose of this PWS is to provide support to AS Clearwater in order to accomplish its mission.

2.2. Hours of Operation. AS Clearwater's regular (normal) working hours are from 0700 (7:00 am) to 1500 (3:00 pm), Monday through Friday, except Federal Holidays. AS Clearwater Maintenance Personnel, Duty and Aviation crews, however, work 24 hours a day and training is frequently continued late into the evening. Pinellas County (Contractor) shall be available to 24 hours a day including Federal Holidays.

### 2.3. Estimated Workload Data:

- a. In its current state, AS Clearwater has 10 rotary wing aircraft and 4 fixed wing aircraft. 3 of the rotary wing aircraft are continuously deployed out of the country and 1 fixed wing aircraft is deployed away from the airport at least six months out of the year. As a result of this busy schedule, the AS has 7 rotary wing aircraft and approximately three-and-a-half fixed wing aircraft that operate out of the airport throughout the year.
- b. The currently assigned aircraft at AS Clearwater includes the MH-60T with an average gross landing weight of 18,000 lbs and the C-130H with an average gross landing weight of 130,000 lbs. Based on historical data and trends, USCG missions are typically 60% MH-60T and 40% C-130H. See the attached 31 day mission cycle (Enclosure 1) for estimated annual operations. This estimate does not discount any test flights, instrument/visual pattern work or helicopter heavy load training that count as a FAA operation but do not consequently impact the airfield. Also not discounted is the reduced impact on the airfield of "Touch and Go" procedures and helicopter operations in general (lighter weight).

## 3.0. SCOPE

3.1. The objective of this effort is to acquire continuous, safe and efficient operation of Airport Operations Services as described herein. This work includes supervision, labor, tools, materials, transportation, equipment, and all other items or services. The services shall be performed in accordance with (IAW) all terms and conditions of the contract, to include but not limited to:

- a. Airfield Operations
- b. Airport Administration
- c. Aircraft Rescue and Fire Fighting (ARFF)



d. Fuel Services

3.2. The service requirements and performance objectives relate directly to mission essential items as identified in the PWS, the Performance Requirements Summary (PRS), and the Government Quality Assurance Plan (QASP) providing for the highest level of service delivery performance critical to mission success. In the event of contingency, the Contractor shall perform all required tasks to ensure continued service. The Contractor shall use the PWS, as well as the approved PRS to accomplish the functions/tasks discussed in section 5 of this document.

3.3 The Contractor shall propose a labor mix that will best accomplish the tasks set forth in this PWS; utilize the information provided within this PWS to determine the number of personnel believed are required to successfully perform the requirements listed herein. The numbers proposed by the Contractor shall be incorporated into the award. This procurement will be Firm Fixed Price (FFP); the Contractor may choose to add additional people at a later date, at no additional cost to the Government, to accomplish the required tasking.

3.4 Technical Exhibits (TEs): TEs can be found as attachment to this PWS.

#### 4.0. APPLICABLE DOCUMENTS

4.1 Pinellas County shall comply with all applicable federal, state, local and municipal laws, regulations and requirements. The Contractor shall obtain and submit, in accordance with the PWS, all necessary licenses and permits required for the prosecution of the work and shall maintain such licensing throughout the term of this contract.

- a. Environmental Control. The Contractor shall comply with all applicable environmental protection directives and follow manufacturers' guidelines and professional recommendations for control of humidity, temperature, cleanliness, and materials handling. Upon occurrence of any spills that could enter the storm sewer system or could cause any harmful environmental effects, the Contractor shall immediately report the incident to A/S Clearwater's Operations Duty Officer at 727-535-1437, Extension 1210. A/S Clearwater shall be held to the same standards as noted above.
  
- b. Safety Requirements. The Contractor shall conform to the safety activities related to the requirements contained in the contract for all accomplishment of the work; shall take such additional immediate precautions as the KO may reasonably require for safety and mishap prevention purposes; and, shall provide protection to USCG AS Clearwater property to prevent damage during the period of time the property is under the control or in possession of Pinellas County.

4.2. The Contractor shall keep all issued publications up-to-date. Supplements or amendments to listed publications may be issued during the life of the contract. The Contractor shall immediately implement only those changes which result in a decrease or no change in the contract price. Before implementing any such revision, supplement, or amendment that will result in an increase in contract price, the Contractor shall submit to the KO a price proposal for approval. Price proposals shall be submitted within 30 calendar days from the date the Contractor receives notice of the revision, supplement, or amendment giving rise to the increase in cost of

performance. Upon completion of the contract, the contractor shall return to the Government all issued publications and unused forms.

## 5.0. TECHNICAL REQUIREMENTS

5.1 Airfield Operations. The Contractor shall provide, operate and maintain runways, taxiways, taxi lanes, roads and ramp space and reliable navigation equipment for the use of Coast Guard aircraft and vehicles in accordance with the FAA Airport Compliance Manual, and all other applicable FAA requirements, except those owned by the Coast Guard. The contractor shall provide, if requested by the Contracting Office or COR, a monthly FAA tower data detailing the number of military operations.

5.2 Aircraft Rescue and Fire Fighting (ARFF). The Contractor shall provide personnel to operate and maintain ARFF resources, respond to all events within the Airport boundaries, and respond to all events associated with Coast Guard aircraft and buildings on the Coast Guard Air Station Clearwater property

5.3 Fuel Farm Access. The Contractor shall provide unlimited vehicular and truck access to Coast Guard owned fuel storage tanks and associated above-ground fuel pumping, transfer, piping and delivery systems located on Contractor owned fuel farm land.

## 6.0. DELIVERABLES

The Contractor shall submit the following Deliverables IAW the table below. Two (2) copies of each Deliverable shall be provided as follows: one (1) for the KO and one (1) for the COR, unless otherwise noted. It is the responsibility of the Contractor in meeting the deliverable format, content and schedule IAW the table below. Electronic submissions are acceptable provided the format is compatible with MS Word 2010.

Deliverables	Frequency	To Whom	Date Required
Certificate of Insurance as required by FAR 52.228-5	Annually	KO	NLT 10 days of contract award, then anniversary of policy renewal
Quality Control Plan	As revised		10 business days after post award conference
Post Award Conference			no later than 15 business days after the date of award
Status Meetings	As Necessary	COR	Weekly during first month, as determined by COR, then no less than quarterly
Electronic Subcontracting Reporting System (eSRS) at <a href="http://www.esrs.gov">www.esrs.gov</a>	Semi-Annual	KO	April 30 and October 30 of each year.
Contract Discrepancy Report	As needed	KO	Within 5 days of receipt
Emergency Contact (after hours)	As needed	COR	With one week of contract start-up

## 7.0. PERSONNEL REQUIREMENTS/QUALIFICATIONS

Management: The Contractor shall manage the total work effort associated with the services required to assure adequate and timely completion of all requirements. Such Management includes, but is not limited to: planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall also provide trained staff with the necessary management expertise to assure the performance of the required work; and, trained and experienced personnel who meet established standards to effectively perform the requirements and who exhibit capability to perform with minimum supervision. The Contractor shall submit the necessary personnel documentation; staffing lists and schedules (see PWS Section 5.2 Deliverables).

7.1.1 Contractor's management responsibilities include, but are not limited to the following:

- a. Ensure employees understand the work to be performed on orders to which they are assigned
- b. Ensure employees know their management chain and exhibit professional conduct to perform in the best interest of the Government
- c. Ensure employees adhere to applicable laws and regulations governing Contractor performance and relationships with the Government.
- d. Ensure contract employees do not create actual or apparent personal service relationships.
- e. Ensure high quality results are achieved through task performance.

7.2.2 Contractor Employees: The Contractor personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein. The Contractor shall select, supervise and exercise control and direction over its employees during the life of this contract. The Contractor shall maintain records that support the personnel hired meet the minimum qualifications of the position at the time they were hired. These records shall be made available to the KO upon request.

7.2.3 Administrative and Management: The Contractor's representative, the Airport Director and/or designee, shall represent the Contractor on all matters pertaining to St. Petersburg-Clearwater International Airport. The Airport Director, and/or designee, shall meet as necessary with government personnel designated by the KO to discuss potential problems or discrepancies. An airport representative shall be on site during normal airport operational hours and contingencies requiring work beyond normal hours.

7.2.4 Contractor Personnel Qualifications: Contractor employees shall hold and maintain any licenses/permits required by law throughout the life of this contract. The Contractor shall also maintain records for all employees hired.

7.2.4.1 Contractor personnel shall have the minimum capability:

- a. Ability to read, write, and clearly speak, and understand English. They shall be able to accurately fulfill the reporting requirements of this contract.

- b. Shall be U.S. citizens or legal residents who have been lawfully admitted for permanent residence in the U.S. The Contractor shall obtain signed statements from all and potential employees to be assigned work under this contract, attesting they have been informed of these restrictions.
- c. The education and experience of said employees is discussed in Pinellas County's ITB #145-0311-B (JJ) under Section E – Specifications Subpart D.

7.2.5 Work Control. The Contractor shall implement all necessary scheduling and personnel/equipment control procedures to ensure timely accomplishment of all Fire Fighters and Airfield operations maintenance.

7.2.6 Training Requirements. If the COR determines that Contractor's employees do not possess required training, the USCG KO will direct the Contractor to immediately remove such employees from duty and provide qualified replacements at no additional cost to the Government.

7.2.6.1 Additional Basic Training Requirements. In addition, the Contractor shall, if requested, submit to the COR the certification of satisfactory completion of the following additional basic training:

- (A) General orientation regarding on-the-job related requirements, e.g., attitude, conduct, etc.
- (B) Elementary fire protection, including location and operation of emergency equipment, such as hand held fire extinguishers, fire alarms, and sprinkler control valves.
- (C) Traffic control
- (D) Policy and procedures for responding to emergency alarms, bomb threats, and suspected incendiary devices in or on AS Clearwater property.

7.2.7 Removal of Contractor Employees: All employees or subcontractors of the Contractor in the performance of this contract or any representative of the Contractor entering this installation, shall abide by all applicable regulations and shall be subject to security checks as necessary. The Government reserves the right to suggest that the Contractor to remove any employee for misconduct or security reasons. This suggestion shall not relieve or constitute an excuse from contract performance. Upon dismissal, the employee shall render all Coast Guard issued identification for entry back to the Coast Guard.

### 7.3 MEETINGS AND REPORTS

7.3.1 Post Award Conference: The Contractor shall attend a Post Award Conference with the KO and COR no later than 15 business days after the date of award. The purpose of the Post Award Conference, which will be chaired by the KO, is to discuss technical and contracting objectives of this anticipated contract and review the Contractor's QCP. The Post Award Conference will be held at the Government's facility or via teleconference.

7.3.2 Status Meetings: The Contractor On-Site Supervisor shall be required to meet on a weekly basis with the COR during the first month of the contract. As determined by the COR, meetings may be as often as necessary but, no less than quarterly. Time and location will be mutually agreed upon. The minutes of the meetings shall be prepared by the Contractor, and signed by the Contractor's Representative and the COR.

7.3.3 General Reports Requirements: The Contractor shall provide all reports in electronic format with read/write capability using applications that are compatible with DHS workstations (Microsoft Office 2016). The reports shall be signed electronically or by hand.

#### 7.4 CONTRACTOR-FURNISHED ITEMS, PROPERTY AND SERVICES.

Except as specified herein, the Contractor's subcontractor shall furnish all necessary supplies, labor, and equipment.

#### 7.5. GOVERNMENT-FURNISHED PROPERTY (GFP) AND ACCESS TO GOVERNMENT-OWNED FACILITIES AND SERVICES

The Government does not plan to provide items, property, equipment or services to the contractor. However, during this contract, should this change the following will apply. The Contractor shall be responsible and accountable for Government-owned property and services made available for use in performing this contract and shall take adequate precautions to prevent fire hazards, odors and vermin. The use of Government-owned property for other purposes is prohibited. All such facilities, equipment and materials will be provided in an "as is" condition. The Contractor shall not modify or alter Government-owned property without the written approval from the COR. Any approved modification or alteration shall be at no cost to the Government. The Contractor shall restore the Government-owned property to the condition in which received, at no cost to the Government, except for reasonable wear and tear, at the completion of this contract performance or termination, except as otherwise approved by the COR. The government will have the authority to use any of the Government-owned property for appropriate functions with 24-hour notice.

#### 8.0. PINELLAS COUNTY QUALITY CONTROL (QC) REQUIREMENTS

8.1. The QC is the driver for product quality. The Contractor is required to develop a comprehensive program of inspections and monitoring actions. The first major step in ensuring a "self-correcting" contract is to ensure that the Government approved QC program provides the measure needed to lead the Contractor to success. Careful application of the process and standards presented in the remainder of this document will ensure a robust, quality assurance program.

8.2. Contractor Quality Control Plan (QCP): The Contractor shall develop, maintain, and submit within 10 business days after Post Award Conference, a complete QCP delineating Pinellas County's QC program/inspection system to monitor and control their performance of services. The QC program/inspection system shall establish and explain in detail how Pinellas County shall maintain quality processes of providing Airport Operations Services required. The COR will approve any changes to the QCP prior to implementation. If the COR perceives such changes to be other than minor, approval by the KO is necessary

8.3. QC Program/QCP Inspection System: The QC system shall encompass all functions of the contract. It shall specify areas to be inspected on either a scheduled or unscheduled basis; and, list the title(s) of the individual(s) conducting the inspection. The Contractor shall develop and implement quality control procedures addressing the areas identified in the PWS and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The QC system shall be designed to keep the Contractor's Management and the USCG informed of all issues affecting quality to include timely and effective corrective actions. The QC records shall, in part,

consist of checklists of inspections and shall indicate the nature, frequency and number of observations made, the number and type of deficiencies found, and the nature of corrective action taken as appropriate. The Contractor shall ensure that QC includes timely and effective corrective actions for all deficiencies identified by the Government.

8.4. The contents of the QC Program/Inspection System shall include, but are not limited to, the following:

a. Introduction to the Quality Control System:

1. Background and Rationale for the System
2. Objectives in using Quality Control
3. Successes with and updates for the System

b. Airport Operating Services Quality Control Process for the Various Tasks identified herein:

1. Steps and Flow Diagram (includes a checklist used in inspecting contract performance during regularly scheduled/unscheduled inspections/testing; method of documenting and enforcing quality control operations)
2. Inspection Procedure (to include checklists used by the contractor, identifying the items, frequency, conformance indicators and actions taken if nonconformance found covering all the service requirements of this contract)
3. Means of Identifying and Resolving Problems
4. Roles and Responsibilities

c. Specific Quality Control Functions:

1. Supervision of Services covering all the service requirements of this contract (to include schedules for all necessary assignments; submissions and completion reports; and, availability of project manager/supervisor/shift-leader and any substitutes/alternates with the flexibility to realign staff for certain events)
2. Airfield Operations
3. Crash Fire and Rescue
4. Compliance with Security, Safety and Health and Sanitary requirements; including training for all applicable employees
5. Contractor Identified Service Work procedures

d. Contingencies:

1. Emergency Situations - procedures to be used; obtaining additional employees.

8.5. Performance Evaluation Meetings. Based on COR determination, meetings between the Contractor and COR will be as often as necessary. If written minutes are required, the COR shall assign A/S Clearwater staff to provide the written minutes of these meetings. Should the Contractor and/or COR disagree with the minutes, both parties shall so state any areas of non-concurrence in writing to the KO within a reasonable timeframe. The Contractor may request a meeting whenever a Contract Discrepancy Report (CDR) is issued against the Contractor.

## 9.0. GOVERNMENT QUALITY ASSURANCE (QA) REQUIREMENTS

9.1. Fundamental Government Responsibilities: The COR is responsible for representing the KO in all facets of quality for the services required. The COR will carry out inspections, reviews, approvals, and handle deficiencies; and ultimately accept on behalf of the KO. The functions of the COR are identified below. Government personnel, other than the KO and the COR from time



to time, may observe the Contractor's operations. However, these personnel may not interfere with Contractor performance.

9.2. General Quality Assurance Functions: To facilitate the surveillance of the Contractor QC program by the Government, the COR will verify Contractor compliance with designated contract performance requirements. In addition, for noncompliance and/or untimely corrective action to deficiencies of specific tasks, the Contractor is subject to re-performance. With this intent, the surveillance approach may not be one that stays the same throughout the duration of the contract. The COR will periodically update the surveillance approach when the need arises and will inspect the Contractor QCP regularly for compliance with the requirements herein.

9.3. Specific Quality Assurance Functions: The COR will establish an Inspection Schedule using the Quality Checklists from the Contractor QCP. The COR will perform the following qualitative and evaluative functions, which comprise the Government Quality Assurance Surveillance Plan (QASP):

- a. Carry out periodic inspections using the Quality Checklists.
- b. Report any findings resulting from these inspections to the Contractor/KO.
- c. If discrepancies are discovered as a result of the periodic inspections, or any other means, use a CDR to communicate them to the Contractor and follow up to ensure nonconformance are corrected.
- d. Meet with the Contractor as agreed to or as often as necessary. If written minutes are required, the COR shall assign A/S Clearwater staff to provide the written minutes of these meetings. Should the Contractor and/or COR disagree with the minutes, both parties shall so state any areas of non-concurrence in writing to the KO within a reasonable timeframe.
- e. Conduct periodic customer surveys. The validated surveys will be compared to the requirements stated herein. Any discrepancies found will be handled as described herein.
- f. Review and approve changes for initial, annual and final equipment inventories and inventory reports.
- g. Take appropriate actions based on Health/Safety/Environmental/any other inspection results.
- h. Perform annual and final Performance Evaluations.

9.4 Performance Requirements Summary (PRS): The Contractor service requirements are summarized into performance objectives that related directly to mission essential items identified in the PWS. These requirements are critical to mission success and are identified in the table below:

Required Services/Tasks	Performance Standards	Acceptable Quality	Method of Surveillance
Airfield Services	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints
ARFF	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints
Fuel Services	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints
Airport Administration	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints

9.5. Quality Assurance Surveillance Plan (QASP): This QASP is pursuant to the requirements listed in this PWS. This plan sets forth the procedures and guidelines Pinellas County and AS Clearwater will use in ensuring the required performance standards and Acceptable Quality Levels are achieved by the Contractor.

9.5.1 Purpose: The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the PWS and the Contractor's QCP, and to ensure that the Government pays only for the services received.

9.5.2 This QASP defines the roles and responsibilities of all members, identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes QA documentation requirements, and describes the analysis of QA monitoring results.

9.5.3 Surveillance Approach: The PWS is structured around "what" service or quality level is required, as opposed to "how" the contractor should perform the work (i.e., results, not compliance). This QASP will define the surveillance method approach taken by Pinellas County and AS Clearwater to monitor the Contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on the Contractor to develop a capability to review and analyze information generated through performance assessments.

9.5.4 The Contractor is responsible for the quality of all work performed. The Contractor measures the quality through the Contractor's own QC program. QC is work output, not workers, and therefore includes all work performed under this anticipated contract regardless of whether the work is performed by Contractor employees or by subcontractors. The Contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS.

9.5.5 The COR will monitor and review performance by the Contractor to determine how the Contractor is performing against communicated performance objectives. The Contractor will

be responsible for making required changes in processes and practices to ensure performance is managed effectively.

#### 10.0 LIST OF ATTACHMENTS

The following Attachments are applicable to this contract. Adjustments to these attachments are anticipated; however no changes, additions or deletions will be effective until a contract modification is completed. Any change, addition or deletion, to any of the attachments during the duration of this contract (including options, if exercised) may be initiated by either the KO or the Contractor, with the final decision resting with the KO.

Attachment 1	Technical Exhibit
Attachment 2	QASP
Attachment 3	WD
Attachment 4	CDR



### ATTACHMENT 3: Wage Determination Under the Service Contract Act Statement

All employees who will provide services under Solicitation Number 70Z08422QAA750100 are all paid more than \$15.00 per hour. Salaries are listed in Volume 2's "Pricing" documentation.

<p style="text-align: center;">"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor</p>		<p style="text-align: center;">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210</p>
---	--	--

<p>Daniel W. Simms Director</p>		<p>Wage Determination No.: 2015-4571 Revision No.: 16 Date Of Last Revision: 12/27/2021</p>
-------------------------------------	--	---

---

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](http://www.dol.gov/whd/govcontracts).

---

State: Florida

Area: Florida Counties of Hernando Hillsborough Pasco Pinellas

---

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.16
01012 - Accounting Clerk II		17.03
01013 - Accounting Clerk III		19.04
01020 - Administrative Assistant		25.13
01035 - Court Reporter		18.36
01041 - Customer Service Representative I		13.18
01042 - Customer Service Representative II		14.83
01043 - Customer Service Representative III		16.15
01051 - Data Entry Operator I		13.48
01052 - Data Entry Operator II		14.71
01060 - Dispatcher Motor Vehicle		18.05
01070 - Document Preparation Clerk		14.60

01090 - Duplicating Machine Operator	14.60
01111 - General Clerk I	13.32
01112 - General Clerk II	14.54
01113 - General Clerk III	16.33
01120 - Housing Referral Assistant	20.80
01141 - Messenger Courier	18.14
01191 - Order Clerk I	14.80
01192 - Order Clerk II	16.14
01261 - Personnel Assistant (Employment) I	16.45
01262 - Personnel Assistant (Employment) II	18.39
01263 - Personnel Assistant (Employment) III	20.50
01270 - Production Control Clerk	22.16
01290 - Rental Clerk	14.73
01300 - Scheduler Maintenance	16.67
01311 - Secretary I	16.67
01312 - Secretary II	18.65
01313 - Secretary III	20.80
01320 - Service Order Dispatcher	16.13
01410 - Supply Technician	25.13
01420 - Survey Worker	16.42
01460 - Switchboard Operator/Receptionist	14.08
01531 - Travel Clerk I	18.05
01532 - Travel Clerk II	19.64
01533 - Travel Clerk III	21.37
01611 - Word Processor I	14.76
01612 - Word Processor II	16.57
01613 - Word Processor III	18.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	20.57
05010 - Automotive Electrician	20.79
05040 - Automotive Glass Installer	19.87
05070 - Automotive Worker	19.87
05110 - Mobile Equipment Servicer	18.02
05130 - Motor Equipment Metal Mechanic	21.75
05160 - Motor Equipment Metal Worker	19.87
05190 - Motor Vehicle Mechanic	21.33
05220 - Motor Vehicle Mechanic Helper	17.00
05250 - Motor Vehicle Upholstery Worker	18.94
05280 - Motor Vehicle Wrecker	19.87
05310 - Painter Automotive	20.79
05340 - Radiator Repair Specialist	19.87
05370 - Tire Repairer	15.35
05400 - Transmission Repair Specialist	21.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.23
07041 - Cook I	13.96
07042 - Cook II	16.24
07070 - Dishwasher	10.27
07130 - Food Service Worker	12.00
07210 - Meat Cutter	16.95
07260 - Waiter/Waitress	10.66
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.13
09080 - Furniture Refinisher	16.87
09090 - Furniture Refinisher Helper	12.54
09110 - Furniture Repairer Minor	14.77
09130 - Upholsterer	16.93
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.57
11060 - Elevator Operator	12.86
11090 - Gardener	17.89
11122 - Housekeeping Aide	12.86
11150 - Janitor	12.86
11210 - Laborer Grounds Maintenance	13.53



11240 - Maid or Houseman	11.21
11260 - Pruner	11.90
11270 - Tractor Operator	16.45
11330 - Trail Maintenance Worker	13.53
11360 - Window Cleaner	14.62
12000 - Health Occupations	
12010 - Ambulance Driver	17.13
12011 - Breath Alcohol Technician	20.04
12012 - Certified Occupational Therapist Assistant	33.59
12015 - Certified Physical Therapist Assistant	32.30
12020 - Dental Assistant	19.74
12025 - Dental Hygienist	36.71
12030 - EKG Technician	25.86
12035 - Electroneurodiagnostic Technologist	25.86
12040 - Emergency Medical Technician	17.13
12071 - Licensed Practical Nurse I	17.92
12072 - Licensed Practical Nurse II	20.04
12073 - Licensed Practical Nurse III	22.34
12100 - Medical Assistant	15.85
12130 - Medical Laboratory Technician	23.30
12160 - Medical Record Clerk	17.31
12190 - Medical Record Technician	19.36
12195 - Medical Transcriptionist	19.64
12210 - Nuclear Medicine Technologist	36.95
12221 - Nursing Assistant I	11.33
12222 - Nursing Assistant II	12.73
12223 - Nursing Assistant III	13.89
12224 - Nursing Assistant IV	15.60
12235 - Optical Dispenser	20.91
12236 - Optical Technician	14.67
12250 - Pharmacy Technician	16.26
12280 - Phlebotomist	16.68
12305 - Radiologic Technologist	29.65
12311 - Registered Nurse I	23.88
12312 - Registered Nurse II	27.55
12313 - Registered Nurse II Specialist	27.55
12314 - Registered Nurse III	33.08
12315 - Registered Nurse III Anesthetist	33.08
12316 - Registered Nurse IV	39.89
12317 - Scheduler (Drug and Alcohol Testing)	24.82
12320 - Substance Abuse Treatment Counselor	24.97
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.45
13012 - Exhibits Specialist II	26.47
13013 - Exhibits Specialist III	32.38
13041 - Illustrator I	21.20
13042 - Illustrator II	26.25
13043 - Illustrator III	32.12
13047 - Librarian	29.32
13050 - Library Aide/Clerk	13.50
13054 - Library Information Technology Systems Administrator	26.47
13058 - Library Technician	17.65
13061 - Media Specialist I	19.10
13062 - Media Specialist II	21.37
13063 - Media Specialist III	23.83
13071 - Photographer I	18.09
13072 - Photographer II	20.23
13073 - Photographer III	25.08
13074 - Photographer IV	29.18
13075 - Photographer V	35.30
13090 - Technical Order Library Clerk	16.95
13110 - Video Teleconference Technician	18.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.28

14042 - Computer Operator II	20.46
14043 - Computer Operator III	22.81
14044 - Computer Operator IV	25.34
14045 - Computer Operator V	28.07
14071 - Computer Programmer I	(see 1) 22.92
14072 - Computer Programmer II	(see 1) 27.56
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	18.28
14160 - Personal Computer Support Technician	25.34
14170 - System Support Specialist	36.77
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.58
15020 - Aircrew Training Devices Instructor (Rated)	34.55
15030 - Air Crew Training Devices Instructor (Pilot)	40.70
15050 - Computer Based Training Specialist / Instructor	29.03
15060 - Educational Technologist	29.93
15070 - Flight Instructor (Pilot)	40.70
15080 - Graphic Artist	22.09
15085 - Maintenance Test Pilot Fixed Jet/Prop	40.70
15086 - Maintenance Test Pilot Rotary Wing	40.70
15088 - Non-Maintenance Test/Co-Pilot	40.70
15090 - Technical Instructor	23.56
15095 - Technical Instructor/Course Developer	28.93
15110 - Test Proctor	19.10
15120 - Tutor	19.10
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	10.38
16030 - Counter Attendant	10.38
16040 - Dry Cleaner	13.17
16070 - Finisher Flatwork Machine	10.38
16090 - Presser Hand	10.38
16110 - Presser Machine Drycleaning	10.38
16130 - Presser Machine Shirts	10.38
16160 - Presser Machine Wearing Apparel Laundry	10.38
16190 - Sewing Machine Operator	14.09
16220 - Tailor	14.98
16250 - Washer Machine	11.36
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.02
19040 - Tool And Die Maker	25.60
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.33
21030 - Material Coordinator	22.16
21040 - Material Expediter	22.16
21050 - Material Handling Laborer	13.86
21071 - Order Filler	12.86
21080 - Production Line Worker (Food Processing)	19.33
21110 - Shipping Packer	15.57
21130 - Shipping/Receiving Clerk	15.57
21140 - Store Worker I	11.33
21150 - Stock Clerk	16.18
21210 - Tools And Parts Attendant	19.33
21410 - Warehouse Specialist	19.33
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.47
23019 - Aircraft Logs and Records Technician	26.15
23021 - Aircraft Mechanic I	31.78
23022 - Aircraft Mechanic II	33.47
23023 - Aircraft Mechanic III	34.91
23040 - Aircraft Mechanic Helper	22.21
23050 - Aircraft Painter	28.48

23060 - Aircraft Servicer	26.15
23070 - Aircraft Survival Flight Equipment Technician	28.48
23080 - Aircraft Worker	28.09
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.09
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	31.78
23110 - Appliance Mechanic	19.93
23120 - Bicycle Repairer	17.08
23125 - Cable Splicer	26.44
23130 - Carpenter Maintenance	18.79
23140 - Carpet Layer	16.68
23160 - Electrician Maintenance	21.31
23181 - Electronics Technician Maintenance I	25.13
23182 - Electronics Technician Maintenance II	26.71
23183 - Electronics Technician Maintenance III	28.42
23260 - Fabric Worker	18.49
23290 - Fire Alarm System Mechanic	23.38
23310 - Fire Extinguisher Repairer	17.08
23311 - Fuel Distribution System Mechanic	21.87
23312 - Fuel Distribution System Operator	16.63
23370 - General Maintenance Worker	17.51
23380 - Ground Support Equipment Mechanic	31.78
23381 - Ground Support Equipment Servicer	26.15
23382 - Ground Support Equipment Worker	28.09
23391 - Gunsmith I	17.08
23392 - Gunsmith II	19.87
23393 - Gunsmith III	22.47
23410 - Heating Ventilation And Air-Conditioning Mechanic	21.72
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	22.88
23430 - Heavy Equipment Mechanic	23.71
23440 - Heavy Equipment Operator	18.49
23460 - Instrument Mechanic	22.19
23465 - Laboratory/Shelter Mechanic	21.12
23470 - Laborer	13.86
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	26.18
23550 - Machinist Maintenance	19.84
23580 - Maintenance Trades Helper	14.98
23591 - Metrology Technician I	22.19
23592 - Metrology Technician II	23.38
23593 - Metrology Technician III	24.37
23640 - Millwright	21.40
23710 - Office Appliance Repairer	18.68
23760 - Painter Maintenance	19.58
23790 - Pipefitter Maintenance	22.78
23810 - Plumber Maintenance	21.42
23820 - Pneudraulic Systems Mechanic	22.47
23850 - Rigger	23.63
23870 - Scale Mechanic	19.87
23890 - Sheet-Metal Worker Maintenance	20.58
23910 - Small Engine Mechanic	17.43
23931 - Telecommunications Mechanic I	24.35
23932 - Telecommunications Mechanic II	25.65
23950 - Telephone Lineman	23.50
23960 - Welder Combination Maintenance	19.35
23965 - Well Driller	19.99
23970 - Woodcraft Worker	22.47
23980 - Woodworker	17.08
24000 - Personal Needs Occupations	
24550 - Case Manager	16.57
24570 - Child Care Attendant	11.16
24580 - Child Care Center Clerk	14.10

24610 - Chore Aide	11.25
24620 - Family Readiness And Support Services Coordinator	16.57
24630 - Homemaker	17.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	28.60
25040 - Sewage Plant Operator	21.65
25070 - Stationary Engineer	28.60
25190 - Ventilation Equipment Tender	19.99
25210 - Water Treatment Plant Operator	21.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.46
27007 - Baggage Inspector	13.39
27008 - Corrections Officer	24.75
27010 - Court Security Officer	24.14
27030 - Detection Dog Handler	16.69
27040 - Detention Officer	24.75
27070 - Firefighter	23.53
27101 - Guard I	13.39
27102 - Guard II	16.29
27131 - Police Officer I	26.60
27132 - Police Officer II	29.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.52
28042 - Carnival Equipment Repairer	14.71
28043 - Carnival Worker	9.78
28210 - Gate Attendant/Gate Tender	14.89
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.65
28510 - Recreation Aide/Health Facility Attendant	12.15
28515 - Recreation Specialist	20.63
28630 - Sports Official	13.26
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.00
29020 - Hatch Tender	31.00
29030 - Line Handler	31.00
29041 - Stevedore I	28.85
29042 - Stevedore II	32.95
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	40.29
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.78
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.59
30021 - Archeological Technician I	17.43
30022 - Archeological Technician II	19.49
30023 - Archeological Technician III	24.14
30030 - Cartographic Technician	24.49
30040 - Civil Engineering Technician	24.37
30051 - Cryogenic Technician I	26.74
30052 - Cryogenic Technician II	29.54
30061 - Drafter/CAD Operator I	17.43
30062 - Drafter/CAD Operator II	19.49
30063 - Drafter/CAD Operator III	21.72
30064 - Drafter/CAD Operator IV	26.74
30081 - Engineering Technician I	16.69
30082 - Engineering Technician II	18.74
30083 - Engineering Technician III	21.23
30084 - Engineering Technician IV	24.45
30085 - Engineering Technician V	28.32
30086 - Engineering Technician VI	32.37
30090 - Environmental Technician	22.11
30095 - Evidence Control Specialist	24.14
30210 - Laboratory Technician	23.36
30221 - Latent Fingerprint Technician I	23.91
30222 - Latent Fingerprint Technician II	26.41

30240 - Mathematical Technician	28.52
30361 - Paralegal/Legal Assistant I	19.10
30362 - Paralegal/Legal Assistant II	23.66
30363 - Paralegal/Legal Assistant III	28.94
30364 - Paralegal/Legal Assistant IV	35.01
30375 - Petroleum Supply Specialist	29.54
30390 - Photo-Optics Technician	24.14
30395 - Radiation Control Technician	29.54
30461 - Technical Writer I	24.10
30462 - Technical Writer II	29.47
30463 - Technical Writer III	35.66
30491 - Unexploded Ordnance (UXO) Technician I	25.60
30492 - Unexploded Ordnance (UXO) Technician II	30.98
30493 - Unexploded Ordnance (UXO) Technician III	37.13
30494 - Unexploded (UXO) Safety Escort	25.60
30495 - Unexploded (UXO) Sweep Personnel	25.60
30501 - Weather Forecaster I	26.74
30502 - Weather Forecaster II	32.53
30620 - Weather Observer Combined Upper Air Or	(see 2) 21.72
Surface Programs	
30621 - Weather Observer Senior	(see 2) 24.14
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.98
31020 - Bus Aide	12.43
31030 - Bus Driver	17.80
31043 - Driver Courier	14.66
31260 - Parking and Lot Attendant	10.41
31290 - Shuttle Bus Driver	15.06
31310 - Taxi Driver	13.29
31361 - Truckdriver Light	15.95
31362 - Truckdriver Medium	17.26
31363 - Truckdriver Heavy	19.33
31364 - Truckdriver Tractor-Trailer	19.33
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.10
99030 - Cashier	11.07
99050 - Desk Clerk	11.50
99095 - Embalmer	26.58
99130 - Flight Follower	25.60
99251 - Laboratory Animal Caretaker I	13.33
99252 - Laboratory Animal Caretaker II	14.51
99260 - Marketing Analyst	29.62
99310 - Mortician	26.58
99410 - Pest Controller	20.93
99510 - Photofinishing Worker	13.45
99710 - Recycling Laborer	22.17
99711 - Recycling Specialist	26.96
99730 - Refuse Collector	19.50
99810 - Sales Clerk	12.49
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	19.11
99831 - Surveying Aide	11.75
99832 - Surveying Technician	17.94
99840 - Vending Machine Attendant	13.04
99841 - Vending Machine Repairer	15.79
99842 - Vending Machine Repairer Helper	13.04

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](http://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; and 3 weeks after 5 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))."