

2. CONTRACT NO. HSCG84-17-N-AA7501
 3. AWARD EFFECTIVE DATE: 12/30/2016
 4. ORDER NUMBER
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUED DATE

7. FOR SOLICITATION INFORMATION CALL: Erin Bass
 a. NAME: Erin Bass
 b. TELEPHONE NUMBER (No collect calls): 7576284117
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: USCG SILC
 300 E Main St, Suite 965
 Norfolk VA 235109104
 CODE: 84

10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 EDWOSB
 8(A)
 NAICS: 488119
 SIZE STANDARD: \$32.5

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 2. DISCOUNT TERMS: Net 30
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: CG Airsta Clearwater (07-20150)
 15100 Rescue Way
 Clearwater FL 33762
 CODE: 20150

16. ADMINISTERED BY: USCG SILC
 300 E Main St, Suite 965
 Norfolk VA 235109104
 CODE: 84

17a. CONTRACTOR/OFFEROR: PINELLAS COUNTY OF (00800)
 Attn: Mrs Yvette M. Aehle
 14700 TERMINAL BLVD STE 221
 CLEARWATER FL 33762
 CODE: 80537912
 FACILITY CODE:
 TELEPHONE NO.: 727-453-7804

18a. PAYMENT WILL BE MADE BY: USCG SILC (PCB)
 300 East Main Street
 Suite 965
 Norfolk VA 235109113
 CODE: 84

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide airfield operation and security guard services for the United States Coast Guard Air Station Clearwater for a base period and four option periods, not to exceed 60 months, as described hereto, in accordance with the following: (1) Performance Work Statement, (2) contract terms and conditions, (3) all attachments, technical exhibits and publications and (5) the schedule of prices of this contract. Incremental funding is provided in the amount of (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: 27701 107300AB-20150-252W-SCS-DEF. TASK
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$225,645.42

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
 29. AWARD OF CONTRACT: OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: Janet C. Long
 30b. NAME AND TITLE OF SIGNER (Type or print): Janet C. Long, Chair, Pinellas County Board of County Commissioners
 30c. DATE SIGNED: 12/21/17
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): Tracey M. Strawbridge
 31b. NAME OF CONTRACTING OFFICER (Type or print): Tracey M. Strawbridge
 31c. DATE SIGNED: 12/28/2016

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	\$225,645.42 to cover services for the period of 30 December 2016 through 30 April 2017. Period of Performance: 12/30/2016 to 12/29/2021				
00001	Airfield Operations and Maintenance Base Period: 12/30/2016 through 12/29/2017 \$41,229.33 * 12 months = \$494,751.96 Fully Funded Obligation Amount: \$494,751.96	1	LO	494,751.96	167,665.94
00002	Security Guard Services Base Period: 12/30/2016 through 12/29/2017 \$14,257.25 * 12 months = \$171,087.00 Fully Funded Obligation Amount: \$171,087.00	1	LO	171,087.00	57,979.48
10001	Airfield Operations and Maintenance Option Period One: 12/30/2017 through 12/29/2018 \$42,466.21 * 12 months = \$509,594.52 Amount: \$509,594.52 (Option Line Item) 11/30/2017	1	LO	509,594.52	0.00
10002	Security Guard Service Option Period One: 12/30/2017 through 12/29/2018 \$14,684.97 * 12 months = \$176,219.64 Amount: \$176,219.64 (Option Line Item) 11/30/2017	1	LO	176,219.64	0.00
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER 34. VOUCHER NUMBER 35. AMOUNT VERIFIED CORRECT FOR 36. PAYMENT 37. CHECK NUMBER
 PARTIAL FINAL COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NUMBER 39. S/R VOUCHER NUMBER 40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42b. RECEIVED AT (Location)
42c. DATE REC'D (YY/MM/DD) 42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCG84-17-N-AA7501

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NAME OF OFFEROR OR CONTRACTOR
PINELLAS COUNTY OF (00800)

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
20001	Airfield Operations and Maintenance Option Period Two: 12/30/2018 through 12/29/2019 \$43,740.20* 12 months = \$524,882.40 Amount: \$524,882.40 (Option Line Item) 11/30/2018	1	LO	524,882.40	0.00
20002	Security Guard Services Option Period Two: 12/30/2018 through 12/29/2019 \$15,125.52 * 12 months = \$181,506.24 Amount: \$181,506.24 (Option Line Item) 11/30/2018	1	LO	181,506.24	0.00
30001	Airfield Operations and Maintenance Option Period Three: 12/30/2019 through 12/29/2020 \$45,052.41* 12 months = \$540,628.92 Amount: \$540,628.92 (Option Line Item) 11/30/2019	1	LO	540,628.92	0.00
30002	Security Guard Services Option Period Three: 12/30/2019 through 12/29/2020 \$15,579.28 * 12 months = \$186,951.36 Amount: \$186,951.36 (Option Line Item) 11/30/2019	1	LO	186,951.36	0.00
40001	Airfield Operations and Maintenance Option Period Four: 12/30/2020 through 12/29/2021 \$46,403.98 * 12 months = \$556,847.76 Amount: \$556,847.76 (Option Line Item) 11/30/2020	1	LO	556,847.76	0.00
40002	Security Guard Services Option Period Four: 12/30/2020 through 12/29/2021 \$16,046.66 * 12 months = \$192,559.92 Amount: \$192,559.92 (Option Line Item) 11/30/2020	1	LO	192,559.92	0.00
The total amount of award: \$3,535,029.72. The obligation for this award is shown in box 26.					

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCG84-17-N-AA7501	Page 4 of 35
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International Airport**

Continuation of SF1449 – Block 16/Contract Management

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the Government and the contractor. The individuals listed below will be the Government points of contact during the performance period as follows:

The Field Support Services Contracting Section (COB2E), U.S. Coast Guard, Shore Infrastructure Logistics Center (SILC) will perform all contract administration under this contract. The location of the Primary Contracting Officer, Alternate(s) Contracting Officer, and Contract Specialist/Administrator for the contract is at 300 East Main Street, Suite 965, Norfolk, VA 23510-9113. Communication pertaining to contractual administrative matters shall be addressed to one of the **Contracting Officers** listed below. Changes in, or deviation from, the scope of work will not be effected without a written modification to the contract as executed by a SILC Contracting Officer.

PRIMARY:

The **Contract Specialist/Contracting Officer**, Ms. Erin Bass; Telephone No: 757-628-4117, serves as the point of contact between the Contractor and the Supervisor Contracting Officer.

Contracting Officer: Ms. Tracey Strawbridge, Telephone No. 757-628-4130
Email: tracey.strawbridge@uscg.mil

Supervisor/Contracting Officer: Mr. Reginald B. Henderson, Telephone No. 757-628-4129
Email: Reginald.b.henderson@uscg.mil

The **Contracting Officer's Representative** (COR) is a Government personnel designated in writing by the Contracting Officer to act as technical advisor for the Contracting Officer for items within the scope of the contract. The COR performs functions such as review and/or inspection and acceptance of supplies and services and of a technical nature. A designation letter will set forth the authorities and limitations of the COR under the contract.

Continuation of SF1449 – Block 17b/Remittance Address

Contractor desiring payment to be mailed to an address different from the address shown in Block 17A, SF1449, shall insert such address in the quote.

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NAME OF OFFEROR OR CONTRACTOR

**Pinellas County- Board of County Commissioners DBA St Petersburg/Clearwater
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Continuation of SF1449 – Block 18b/Invoice Procedures

Invoicing Instructions: Electronic submission of Invoices is mandatory

1. The Contractor shall submit invoices for services via Coast Guard Finance Center Website at: http://www.fincen.uscg.mil/centralinv/central_inv_contr.cfm
2. The web submission requires the contractor to complete the Invoice Receipt Cover Form, select the Invoice Routing Code, and attach a PDF file of the invoice and any other supporting documentation.
3. A sample of the Invoice Receipt Cover Form is provided below. Mandatory information to be completed is highlighted in red on the website.

Invoice Routing Code: SILC PCB-2 (help)	Invoice Receipt Date: MM/DD/YY (help)
Contract Number: (help)	Invoice Number: (help)
Requisition Number: (help)	Invoice Date: MM/DD/YY (help)
Delivery/Task Order Number: (help)	Invoice Amount: 0.00 (help)
	Discount Terms: 00.00 % 0 Discount Days
	30 Net Days (help)

Contractor Information	Attachment of Official Invoice
Contractor Name: (help)	
Submitter Name: (help)	
Submitter Email: (help)	
Submitter Phone: (help)	

4. The Contractor must select the correct Invoice Routing Code for timely invoice processing. The Invoice Routing Code for this contract is **SILC PCB-2**.
5. The Contractor shall attach a single PDF file no larger than 1MB as the official invoice.

NAME OF OFFEROR OR CONTRACTOR

**Pinellas County- Board of County Commissioners DBA St Petersburg/Clearwater
International Airport****PERFORMANCE WORK STATEMENT (PWS) FOR AIRPORT OPERATIONS AND SECURITY
GUARD SERVICES AT U.S. COAST GUARD AS CLEARWATER, FLORIDA****1.0. INTRODUCTION**

The Coast Guard is procuring airport operations, to include Airfield Operating and Unarmed Security Guard Services with Pinellas County as described in the following paragraphs for Coast Guard Air Station Clearwater, FL, where the work will be performed. This Performance Work Statement (PWS) is in coherence with the direction in which the Coast Guard is procuring contracts to ensure quality results and consistent performance.

2.0. BACKGROUND

2.1. Mission. One of four air stations (A/S) located in the Seventh District, the mission of A/S 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 A/S Clearwater in order to accomplish its mission.

2.2. Hours of Operation. Air Station Clearwater's regular (normal) working hours are from 0700 (7:00 am) to 1500 (3:00 pm), Monday through Friday, except Federal Holidays. A/S 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 respond 24 hours a day including Federal Holidays, except as provided in the PWS. On occasion, services may be required to support an activation or exercise of contingency plans outside the normal duty hours described above. The Contractor's responsibilities for emergency support services are described in the PWS.

2.3. Estimated Workload Data:

- a. In its current state, A/S Clearwater has ten rotary wing aircraft and four fixed wing aircraft. Three of the rotary wing aircraft are continuously deployed out of the country and one 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 A/S has seven 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 A/S 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, Coast Guard 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).

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Pinellas County- Board of County Commissioners DBA St Petersburg/Clearwater International Airport

3.0. SCOPE

3.1. The objective of this effort is to acquire all personnel, equipment, tools, materials, supplies, management, supervision, and other items and services, necessary to perform the required services. The Contractor shall furnish other items, equipment and services, including all expendable supplies (i.e., office and operating, etc.); security employee uniforms; and, all costs associated with installation, maintenance and monthly fees for telephone and internet service for its own use.

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.

The Contractor shall use the PWS, as well as the approved PRS to accomplish the following functions/tasks generated for this effort, which may not be all inclusive:

a. Airfield Services. Pinellas County shall provide, operate and maintain runways, taxiways, taxilanes, 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.

b. Aircraft Rescue and Firefighting (ARFF). Pinellas County shall provide personnel to operate and maintain ARFF resources and response services for Coast Guard aircraft and personnel.

c. Pinellas County shall provide unlimited access to Coast Guard owned fuel storage tanks and associated above-ground fuel pumping, transfer, piping and delivery systems located on the Pinellas County owned fuel farm land. The Coast Guard will assume all routine and non-routine maintenance of the Coast Guard owned portions of the Fuel Farm facility, to include pumps, pump house, transfer stations, piping system, fuel tanks & association fuel pumping systems or sub-systems at Coast Guard expense. Pinellas County shall retain ownership of the Fuel Farm land.

d. Guard Services. The Contractor shall provide Unarmed Security Guard Services, and operate and maintain a gate watch, the gatehouse and roving patrol to perform all necessary security guard services. The Contractor shall use the PWS, as well as the PRS to accomplish the functions/tasks discussed in later sections.

e. Reports/Documentation: The Contractor shall submit reports and documentation as identified throughout the PWS. Requests for such reports and documentation and responses shall be coordinated through the Contracting Officer's Representative (COR) in accordance with Section 6, Deliverables, of the PWS.

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**Pinellas County- Board of County Commissioners DBA St Petersburg/Clearwater
International Airport****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 requirements contained in the contract for all activities related to the accomplishment of the work; shall take such additional immediate precautions as the Contracting Officer may reasonably require for safety and mishap prevention purposes; and, shall provide protection to Coast Guard Air Station 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 Contracting Officer 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. Specific Tasks: The Contractor shall furnish materials and supervised labor necessary to provide the following services 24 hours per day, seven days per week: ARFF resources for all events within the airport boundaries to include the Coast Guard A/S Clearwater's property.

5.1.1. Airfield Operations. The Contractor shall provide, operate and maintain runways, taxiways, taxilanes, roads and ramp space 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 monthly FAA tower data detailing the number of military operations.

5.1.2. Aircraft Rescue and Fire Fighting (ARFF). The Contractor, through its 911 dispatch system, shall provide personnel to operate and maintain ARFF resources, respond to all events within the Airport boundaries, including CG aircraft and buildings.

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**Pinellas County- Board of County Commissioners DBA St Petersburg/Clearwater
International Airport**

5.1.3. 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.

5.1.4. Guard Services. The Contractor, in agreement with Coast Guard A/S Clearwater, shall provide, operate and maintain the Contractor's gatehouse and roving patrol personnel for duties as assigned and can be amended from time to time.

The Contractor shall furnish security guard personnel who shall stand watch at the Gate S of the Air Station Clearwater, in accordance with the schedule below:

Location	Days	Hours
Gate S	Monday through Sunday (7 days per week)	24 hours per day
Roving Patrol	Monday through Sunday (7 days per week)	11:00 pm - 7:00 am

5.2. PERMITS AND LICENSES: The Contractor's subcontractor security personnel shall be licensed as a qualified guard service contractor in accordance with the requirements of the municipality, county, and state in which the protected premises are located, and shall maintain such licensing throughout the term of this contract.

5.3. GENERAL TASKS

5.3.1. Management: The Contractor shall manage the total work effort associated with the services required to assure fully adequate and timely completion of these services. Included in this function will be a full range of management duties including, but not limited to, planning, scheduling, report preparation, establishing and maintaining records. The Contractor shall be available to meet with the COR upon request.

a. Work Control. The Contractor shall implement all necessary scheduling and personnel/equipment control procedures to ensure timely accomplishment of all security guard services requirements.

b. Schedules. The Contractor's monthly work schedule shall indicate the specific hours of the day that each post will be manned, including the name of personnel at each post.

c. Training Requirements. The Contractor shall certify that assigned employees have equivalent training in accordance with the Initial Basic Training Requirements. This certification shall list employees by name and social security number, and shall include evidence of previous training and experience, if any. A similar certification shall be provided for each new employee, prior to work start. If the COR determines that Contractor's employees do not possess required training, the Coast Guard Contracting Officer (KO) will direct the Contractor to immediately

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remove such employees from duty and provide qualified replacements at no additional cost to the Government.

i. Initial Basic Training. The contractor shall, prior to security guards assuming any duties under this contract, have employees satisfactorily complete an established training program conducted at facilities outside the installation at the Contractor's expense. This training shall comply with all requirements set forth in Florida Statute Title XXXII, Chapter 493, PRIVATE INVESTIGATIVE, PRIVATE SECURITY, AND REPOSSESSION SERVICES. The mere reading of printed instruction is not considered satisfactory training.

ii. 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) Functions of the security force and specifics of the protection requirement of the locations stated in this contract;

(C) Elementary fire protection, including location and operation of emergency equipment, such as hand held fire extinguishers, fire alarms, and sprinkler control valves;

(D) Traffic control;

(E) Discipline;

(F) General and specific orders of A/S Clearwater;

(G) Policy and specific procedures for responding to emergency alarms, bomb threats, and suspected incendiary devices in or on A/S Clearwater property;

(H) Security systems protecting A/S Clearwater property; and

(I) Complete a minimum of one break-in watch period consisting of main gate watch. The trainee shall be accompanied by a fully qualified security guard.

d. Security/Vehicle Requirements: A list of Contractor's subcontractor's employees' names is required for security purposes, which must be updated each time there is a personnel change. Should security conditions warrant, the Coast Guard will issue all Contractor's subcontractor's employees identification cards, which shall be turned in upon the request of the Coast Guard.

e. 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 identification for entry back to the Coast Guard.

5.3.2. Watch Routine.

a. A watch period shall not exceed 12 hours. The security guard shall not be assigned more than one watch in a 24-hour time period, and shall not be assigned more than six watches in

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**Pinellas County- Board of County Commissioners DBA St Petersburg/Clearwater
International Airport**

a seven day period. This shall include any other watch sites or assignments at other locations by the Contractor's subcontractor.

b. The main gate security guard at the end of the watch period shall not leave the post until the contact relief guard has physically arrived. If an emergency arises where the gate must be left unmanned, the gate security guard must call the Command Security Officer or designated representative immediately.

c. The gate guard shall be located at the gate house and greet the occupants of oncoming vehicles. All vehicles shall be stopped and the occupants identified prior to allowing entrance onto Coast Guard Air Station property. Currently, A/S Clearwater uses the RapidGate identification system to process visitors on base and the guard must use the RapidGate devices when screening visitors. If for some reason the guard is unable to use the RapidGate devices (malfunction, misplaced device, etc.), the guard must notify the COR immediately.

5.3.3. Roving Patrol.

The roving patrol, which consists of a vehicle and/or foot patrol making rounds and entering all buildings possible on A/S Clearwater grounds, shall guard against unauthorized entry and exit, theft, sabotage, fire and other hazards. In addition, the security guard enforces orders, receives no visitors, and is responsible for reporting to the A/S Clearwater Officer of the Day (OOD) any unusual or abnormal conditions, any persons in unusual places, and any irregularities or hazards. A/S Clearwater's CSO will devise a security round plan to cover all applicable unit building and will promulgate that plan to the guard shack. Hourly rounds shall be made in accordance with this plan.

5.3.4. Unarmed Security Guard – Gate S.

The Gate S guard is responsible to the Airport Director or representative for the proper performance of his/her duties. The Gate Guard guards the airport and A/S Clearwater against unauthorized entry and exit, theft, sabotage, fire and other hazards. The Gate Guard enforces orders, meets and directs the public, has no visitors, and is responsible for reporting to Airport Operations and Commanding Officer of A/S Clearwater any unusual or abnormal conditions as soon as possible. The Gate Guard will know and comply with the Airport's instructions and not leave his/her post until properly relieved.

5.3.5. Authority and Jurisdiction: The Contractor shall ensure the security guard staff is compliant with all federal and state regulations in regards to authority and jurisdiction over people attempting to access A/S Clearwater.

5.3.6. Condition Reporting: The security guard personnel shall immediately report discovery of all potential conditions and items in need of repair to the OOD. Some examples of reportable situations, but not all inclusive, are inoperative lights, leaky faucets, toilet stoppage, or broken/slippery floor surfaces.

5.3.7. Emergencies

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**Pinellas County- Board of County Commissioners DBA St Petersburg/Clearwater
International Airport****a. Government Directed Emergencies:**

(i) If a Declaration of Emergency is issued by the CO, the security guard personnel shall deviate from their normal schedule and duties to meet the situation, as directed by the Contractor. When the security guard personnel are no longer needed for the emergency, they will be directed by the Contractor to resume their normal schedule and watch position. The contract price will not be reduced for the diversion of security guard personnel from their normal schedule.

(ii) In the event of increased threat conditions, when declared by the Commanding Officer, Coast Guard A/S Clearwater shall furnish additional security guard personnel. The CO shall notify the Contractor when an increased threat condition exists or is anticipated. This additional watch shall be 24 hours per day, not to exceed 14 consecutive calendar days.

b. **Contractor Directed Emergencies:** Except for the emergency conditions warranting immediate response, the Contractor shall not divert security guard personnel from their prescribed schedules without the prior approval of the COR.

c. **Contingencies:** The Contractor shall provide an employee recall system with the capability of contacting and recalling a minimum of one off duty security guard.

d. **Maintenance Emergencies.** In the case of a maintenance emergency of Gate S guard shack, the gate security guard will contact Airport Operations. In the case of a maintenance emergency of A/S Clearwater facilities, the gate security guard shall contact OOD. If the security guard is unable to contact the OOD, contact the ODO at the number provided.

e. Other emergencies:

i. Any situation where a violation of criminal law occurs, (break-in, robbery, domestic violence, etc.) the security guard shall immediately contact the Pinellas County Sheriff's Office and/or Airport Operations, and the OOD.

ii. Whenever first responders respond to an emergency on the base, the OOD shall be notified immediately.

iii. Should a vehicle pass through the main gate, either by failing to stop, or once stopped proceeding without proper authorization, immediately contact the OOD and the Airport Operations Supervisor.

5.4. CONTRACTOR-FURNISHED ITEMS, PROPERTY AND SERVICES FOR SECURITY.

Except as specified herein, the Contractor's subcontractor shall furnish all necessary supplies, labor, and equipment to perform security guard service required by this contract to include the following:

a. **Uniforms.** The contractor shall furnish initial and replacement uniforms to all security guard personnel while working related to and under this contract.

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i. Shoulder patch, lettered to indicate the identity of the contractor's subcontractor, shall be displayed conspicuously. No other identification shall be displayed or worn by the security guard employees.

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

5.5.1. General. The government will provide, without cost to the Contractor, the facilities, equipment, materials and services identified herein on an as needed basis. 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.

5.5.2. Materials. A/S Clearwater will furnish the Contractor, without cost, the following items: A radio to communicate with the OOD and Operations Duty Officer (ODO), three RapidGate devices (wands) to process base visitors and a motorized cart each evening to execute security rounds.

5.5.3. Utilities. The Contractor will have access to the following utility services at existing outlets, for use in those facilities provided by the Government and as may be required for the work to be performed under the contract: electricity, phone and heat/air conditioning. Information concerning the location of existing outlets may be obtained from the COR.

6.0. DELIVERABLES

The Contractor is responsible for meeting the deliverable format, content and schedule in accordance with the table below.

<u>Deliverables</u>	<u>Frequency</u>	<u>Copies/to Whom</u>	<u>Date Required</u>
Quality Control Plan	As revised	Two/COR, KO	One week after award
Unarmed Security Guard Procedures	As revised	Two/COR, KO	With Quote
Subcontracting Plan per FAR Subpart 19.7		One	With Quote
Certificate of Insurance			N/A- PIE is self-insured
Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov	Semi-Annual	One/KO	April 30 and October 30 of each year.

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Contract Discrepancy Report	As needed	One/KO	Within 5 days of receipt
Emergency Contact (after hours)	As needed	One/COR	With one week of contract start-up
Annual Inventory	Quarterly	One/COR	Within 15 days of completion

7.0. PERSONNEL REQUIREMENTS/QUALIFICATIONS

7.1. General: The Contractor shall manage the total work effort associated with the services required to assure fully adequate and timely completion of these services. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records and quality control. The Contractor shall provide staff with the necessary management expertise to assure the performance of the required work, trained and experienced personnel who meet established standards to effectively perform the services required and who exhibit capability to perform with minimum supervision

7.2. 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.

7.3. Employees.

a. The Contractor's subcontractor shall present a neat appearance and be able to read, write, speak and understand English. The Contractor's subcontractor shall furnish an identifying badge, which shall include as a minimum, the person's name, name of the contractor, and function. Each employee shall wear the badge on the outer clothing on the front of the body between the neck and waist and such badge shall be visible at all times while performing pursuant to this contract and while on A/S Clearwater property. The Contractor's subcontractor shall ensure each employee has the required professional certifications before starting work. The education and experience of said employees is discussed in Pinellas County's ITB #145-0311-B (JJ) under Section E – Specifications Subpart D.

b. The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest, unless such person seeks and receives approval in accordance with civilian or military regulations.

8.0. PINELLAS COUNTY QUALITY CONTROL (QC) REQUIREMENTS

8.1. Contractor Quality Control Plan (QCP): The Contractor shall develop, submit and maintain a QCP delineating Pinellas County's QC program/inspection system to monitor and control their performance. The QC Plan must assure that the requirements of the contract will be met. The program/inspection system shall establish and explain in detail how Pinellas County shall sustain the quality of providing the services required. The COR will approve any changes to the Quality

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Control Plan prior to implementation. If the COR perceives such changes to be other than minor, approval by the Contracting Officer is necessary.

8.2. QC Program/QCP Inspection System: The QC system 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 and the Coast Guard informed of all issues affecting quality to include timely and effective corrective action for all deficiencies. 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.

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

- a. Introduction to the Quality Control System
- b. Airport Operating Services Quality Control Process for the Various Tasks identified herein:
 1. 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.)
 2. Means of Identifying and Resolving Problems
 3. Roles and Responsibilities
- c. Specific Quality Control Functions:
 1. Supervision of Services covering all the service requirements of this contract
 2. Airfield Operations
 3. Crash Fire and Rescue
 4. Security Guard Services
 5. Compliance with Security, Safety and Health and Sanitary requirements; including training for all applicable employees
- d. Emergency Situations - procedures to be used; obtaining additional employees.

9.1. Performance Requirements Summary (PRS).

The PRS table below identifies the contract requirements considered most critical to satisfactory performance. The PRS defines satisfactory performance and identifies the key service outputs of the contract that will be evaluated by A/S Clearwater to ensure contract performance standards are met by the Contractor. The quality assurance methods that A/S Clearwater will use to evaluate Contractor performance in meeting the contract requirements are identified in Paragraph 9, Government Quality Assurance (QA) Requirements.

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<u>Required Task/Documentation</u>	<u>Performance Standard</u>
Management/Supervision	Ensures services required are performed in accordance with PWS
Quality Control Plan	As agreed to by the Contractor and the COR
Employee Appearance	Meet all the requirements pertaining to this contract
Safety	Prevent Personnel from becoming injured
Runways, Taxiways and Ramp Space	In accordance with 14 CFR Part 139
Notification of unavailable Navigation Equipment	within 6 hours of notification from FAA
Non-FAA Lighting Systems	Available 24 hours a day
Aircraft Rescue and Firefighting (ARFF)	Always have number of personnel and equipment available to respond within 5 minutes
Perform entry/exit control	Entry to and exit from A/S Clearwater is controlled, including the Fuel Farm facility
Perform roving patrols	Foot and/or motorized patrols provide A/S Clearwater security, safeguard Government Property, control traffic

9.2. 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.

10.0. GOVERNMENT QUALITY ASSURANCE (QA) REQUIREMENTS

10.1. Fundamental Government Responsibilities: The COR is responsible for representing the KO in all facets of quality for the services required. The designated personnel will carry out inspections, reviews and approvals, handle deficiencies and ultimately accept on behalf of the KO. The functions of the COR are identified in paragraphs 9.2 and 9.3 below.

10.2. General Quality Assurance Functions: To facilitate the surveillance of the Contractor quality program by the Government, the COR will verify Contractor compliance with designated 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.

10.3. 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):

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- a. Carry out periodic inspections.
- 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.

10.4. The above comprises the Government's QASP, which has been developed to evaluate Contractor actions while implementing this PWS. It is designed to provide an effective surveillance method of monitoring Contractor performance for each listed Performance Standard on the PRS. The QASP provides a systematic method to evaluate Contractor service and is based on the premise the Government's desire to maintain a quality standard for this service contract. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the government is quality assurance to ensure contract standards are achieved.

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Continuation of SF1449, Block 27, FAR Clauses

FAR Clause 52.212-4, Contract Terms and Conditions - Commercial Items (May 2015).
Clause is incorporated in full text with tailoring as specified pursuant to FAR 12-302.

(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 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, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

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(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 contract 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.

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(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 [32.608-2](#) of the Federal Acquisition Regulation 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

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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) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is

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

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(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.

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(End of Clause)

The following is an addendum to FAR Clause 52.212-4:

(w) FAR Clause 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 at any time prior to expiration of the contract.

(x) FAR 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.

(y) FAR Clause 52.228-5 Insurance -- Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(z) FAR Clause 52.252-6 – Authorized Deviations in Clause (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation. (48 CFR Chapter 3001) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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(aa) FAR Clause 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 address: <http://www.arnet.gov.gov/far>.

FAR CLAUSES		
52.203-3	Gratuities	APR 1984
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-18	Commercial and Government Entity Code Maintenance	NOV 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.232-18	Availability of Funds	APR 1984
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection of Government Buildings, Equipment and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.245-1	Government Property w/Alternate I	APR 2012
52.245-2	Government Property Installation Operation Services	APR 2012
52.245-9	Use and Charges	APR 2012
HSAR CLAUSES		
3052.223-90	Accident and Fire Reporting (USCG)	DEC 2003

(ab) 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)—

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(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;

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- (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.

(ac) 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.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

3052.204-71 Contractor Employee Access.

Alternate I

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.

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- ___ 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)
- XX** 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.

(af) HSAR Clause 3052.228-70—Insurance (DEC 2003) Deviation

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

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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.

An updated certificate shall be submitted annually prior to expiration.

NOTE #1: It is acceptable to submit a letter from the Insurance Company stating a Certificate of Insurance will be provided upon contract award. A letter from the Contractor will not be acceptable.

NOTE #2: The insurance policy shall contain the following endorsement: "Any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives 30 days written notice of cancellation or change to the Contracting Officer."

(ah) DHS Class HSAM Deviation, Limitation of Government's Obligation (27 SEP 2011)

(a) Contract line item(s) listed below are incrementally funded or fully funded as shown in the below table. For these item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract. This funding table will be updated in each contract action that provides additional funds, if any. *(Amounts below will be added by each incremental funding modification when issued)*

CLIN	CLIN Price	Currently Allotted Funding	Funds Required for Complete Funding
00001	\$494,751.96	\$167,655.94	\$327,096.02
00002	\$171,087.00	\$57,979.48	\$113,107.52

(b) For item(s) identified in paragraph (a) as not fully funded, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement of authorized termination costs in the event of termination of those item(s) for the Government's convenience, does not exceed the total amount currently allotted to the items not fully funded under the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The total amount payable by the Government in the event of such termination of those contract line item(s) identified in paragraph (a) above includes costs, profit, and estimated/negotiated termination settlement costs for those item(s). The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the line items of the contract regardless of anything to the contrary in any other clause, such as the clause entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(c) Notwithstanding paragraph (i) of this requirement, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount

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than allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this contract. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract authorizing termination for the convenience of the government, such as the clause entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a), the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a).

(f) The termination provisions of paragraphs (a) through (i) do not limit the rights of the Government under the clause entitled "Default" or "Termination for Cause." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a). This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government" or paragraph (l) entitled "Termination for the Government's Convenience" of the clause at FAR 52.212-4, "Commercial Terms and Conditions-Commercial Items."

(h) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(i) The parties contemplate that the Government will allot funds to this contract from time to time as the need arises and as funds become available. There is no fixed schedule for providing additional funds.

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FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items. (Jun 2016)

(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 items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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 items:

[Contracting Officer check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (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. (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved].

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (Jan 2011) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- XX(16)** 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- XX(17)**(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
 - ___ (ii) Alternate I (Oct 2001) of 52.219-9.
 - ___ (iii) Alternate II (Oct 2001) of 52.219-9.
 - ___ (iv) Alternate III (Oct 2015) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- XX(19)** 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- XX(22)** 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Dec 2015) (15 U.S.C. 637(m)).
- XX(25)** 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- XX(26)** 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- XX(27)** 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XX(28)** 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- XX(29)** 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- XX(30)** 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- XX(31)** 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- XX(32)** 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX(33)**(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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).
- XX(34)** 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35)(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.)
- ___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- ___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

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- ____ (ii) Alternate I (Oct 2015) of 52.223-13.
- ____ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (Jun 2014) of 52.223-14.
- ____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ____ (41) (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.
- XX** (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ____ (43) 25.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ____ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- XX** (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ____ (46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3.
- ____ (iii) Alternate II (May 2014) of 52.225-3.
- ____ (iv) Alternate III (May 2014) of 52.225-3.
- ____ (47) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- XX** (48) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ____ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ____ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ____ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ____ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- XX** (54) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ____ (55) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ____ (56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ____ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ____ (58) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ____ (ii) Alternate I (Apr 2003) 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 items:

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- XX** (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- XX** (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).
- XX** (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- XX** (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (5) 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).
- ___ (6) 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).
- ___ (7) 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).
- XX** (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- ___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- ___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(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, 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 items. 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 (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting

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opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 E.O. 13627).

(xii) 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.)

(xiii) 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)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCG84-17-N-AA7501	Page 35 of 35
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**Pinellas County- Board of County Commissioners DBA St Petersburg/Clearwater
International Airport**

CONTRACT DOCUMENTS, EXHIBITS and ATTACHMENTS

<u>ITEM</u>	<u>TITLE</u>	<u>NUMBER OF PAGES</u>
Attachment 1	Wage Determination No. 2005-2125, Revision No. 21, dated 12/29/2015	10
Technical Exhibit 1	2016 Forecasted Missions based on a 31 day Cycle	1

WD 05-2125 (Rev.-21) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations		Wage Determination No.: 2005-2125 Revision No.: 21 Date Of Revision: 12/29/2015
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Florida

Area: Florida Counties of Charlotte, De Soto, Hardee, Hernando, Highlands, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.55
01012 - Accounting Clerk II		16.15
01013 - Accounting Clerk III		18.08
01020 - Administrative Assistant		21.10
01040 - Court Reporter		18.36
01051 - Data Entry Operator I		12.05
01052 - Data Entry Operator II		13.33
01060 - Dispatcher, Motor Vehicle		15.88
01070 - Document Preparation Clerk		12.08
01090 - Duplicating Machine Operator		12.08
01111 - General Clerk I		12.58
01112 - General Clerk II		13.73
01113 - General Clerk III		15.09
01120 - Housing Referral Assistant		19.46
01141 - Messenger Courier		11.26
01191 - Order Clerk I		12.42
01192 - Order Clerk II		13.94
01261 - Personnel Assistant (Employment) I		14.67
01262 - Personnel Assistant (Employment) II		18.22
01263 - Personnel Assistant (Employment) III		18.84
01270 - Production Control Clerk		19.92
01280 - Receptionist		11.91
01290 - Rental Clerk		14.73
01300 - Scheduler, Maintenance		15.31
01311 - Secretary I		15.31
01312 - Secretary II		17.12
01313 - Secretary III		19.41
01320 - Service Order Dispatcher		14.23
01410 - Supply Technician		21.10

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Attachment 1

01420 - Survey Worker	13.68
01531 - Travel Clerk I	12.46
01532 - Travel Clerk II	13.56
01533 - Travel Clerk III	14.75
01611 - Word Processor I	13.15
01612 - Word Processor II	14.76
01613 - Word Processor III	16.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.27
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	20.88
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	12.68
05400 - Transmission Repair Specialist	21.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.08
07041 - Cook I	10.83
07042 - Cook II	12.08
07070 - Dishwasher	8.52
07130 - Food Service Worker	10.34
07210 - Meat Cutter	14.06
07260 - Waiter/Waitress	9.51
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	12.13
09080 - Furniture Refinisher	15.90
09090 - Furniture Refinisher Helper	12.38
09110 - Furniture Repairer, Minor	13.92
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.05
11060 - Elevator Operator	9.05
11090 - Gardener	14.30
11122 - Housekeeping Aide	11.32
11150 - Janitor	11.32
11210 - Laborer, Grounds Maintenance	10.84
11240 - Maid or Houseman	8.70
11260 - Pruner	9.76
11270 - Tractor Operator	13.14
11330 - Trail Maintenance Worker	10.84
11360 - Window Cleaner	12.46
12000 - Health Occupations	
12010 - Ambulance Driver	17.13
12011 - Breath Alcohol Technician	17.89
12012 - Certified Occupational Therapist Assistant	26.35
12015 - Certified Physical Therapist Assistant	26.35
12020 - Dental Assistant	16.89
12025 - Dental Hygienist	26.04
12030 - EKG Technician	21.37
12035 - Electroneurodiagnostic Technologist	21.37
12040 - Emergency Medical Technician	17.13
12071 - Licensed Practical Nurse I	17.44
12072 - Licensed Practical Nurse II	19.51

12073 - Licensed Practical Nurse III	21.75
12100 - Medical Assistant	13.09
12130 - Medical Laboratory Technician	16.70
12160 - Medical Record Clerk	14.11
12190 - Medical Record Technician	15.52
12195 - Medical Transcriptionist	15.02
12210 - Nuclear Medicine Technologist	30.98
12221 - Nursing Assistant I	9.46
12222 - Nursing Assistant II	10.63
12223 - Nursing Assistant III	11.60
12224 - Nursing Assistant IV	13.02
12235 - Optical Dispenser	19.04
12236 - Optical Technician	13.00
12250 - Pharmacy Technician	14.03
12280 - Phlebotomist	12.65
12305 - Radiologic Technologist	25.53
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)	22.15
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.45
13012 - Exhibits Specialist II	26.22
13013 - Exhibits Specialist III	30.49
13041 - Illustrator I	18.88
13042 - Illustrator II	23.39
13043 - Illustrator III	28.61
13047 - Librarian	27.59
13050 - Library Aide/Clerk	10.73
13054 - Library Information Technology Systems Administrator	24.65
13058 - Library Technician	13.74
13061 - Media Specialist I	17.98
13062 - Media Specialist II	20.11
13063 - Media Specialist III	22.43
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
13110 - Video Teleconference Technician	18.18
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.66
14042 - Computer Operator II	17.71
14043 - Computer Operator III	19.54
14044 - Computer Operator IV	21.70
14045 - Computer Operator V	23.54
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	15.66
14160 - Personal Computer Support Technician	21.70
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)	40.18
15050 - Computer Based Training Specialist / Instructor	29.03
15060 - Educational Technologist	26.16
15070 - Flight Instructor (Pilot)	40.18
15080 - Graphic Artist	22.03
15090 - Technical Instructor	19.47
15095 - Technical Instructor/Course Developer	25.39
15110 - Test Proctor	16.75
15120 - Tutor	16.75
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.04
16030 - Counter Attendant	9.04
16040 - Dry Cleaner	11.35
16070 - Finisher, Flatwork, Machine	9.04
16090 - Presser, Hand	9.04
16110 - Presser, Machine, Drycleaning	9.04
16130 - Presser, Machine, Shirts	9.04
16160 - Presser, Machine, Wearing Apparel, Laundry	9.04
16190 - Sewing Machine Operator	12.15
16220 - Tailor	12.91
16250 - Washer, Machine	9.80
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.33
19040 - Tool And Die Maker	19.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.62
21030 - Material Coordinator	17.77
21040 - Material Expediter	18.02
21050 - Material Handling Laborer	10.87
21071 - Order Filler	11.42
21080 - Production Line Worker (Food Processing)	16.62
21110 - Shipping Packer	13.06
21130 - Shipping/Receiving Clerk	13.06
21140 - Store Worker I	9.94
21150 - Stock Clerk	13.53
21210 - Tools And Parts Attendant	16.50
21410 - Warehouse Specialist	16.62
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.29
23021 - Aircraft Mechanic I	25.04
23022 - Aircraft Mechanic II	26.29
23023 - Aircraft Mechanic III	27.60
23040 - Aircraft Mechanic Helper	19.58
23050 - Aircraft, Painter	18.32
23060 - Aircraft Servicer	21.80
23080 - Aircraft Worker	22.87
23110 - Appliance Mechanic	17.67
23120 - Bicycle Repairer	12.68
23125 - Cable Splicer	22.88
23130 - Carpenter, Maintenance	17.07
23140 - Carpet Layer	16.68
23160 - Electrician, Maintenance	18.62
23181 - Electronics Technician Maintenance I	18.96
23182 - Electronics Technician Maintenance II	20.76
23183 - Electronics Technician Maintenance III	24.93
23260 - Fabric Worker	15.47
23290 - Fire Alarm System Mechanic	17.61
23310 - Fire Extinguisher Repairer	13.68
23311 - Fuel Distribution System Mechanic	17.66
23312 - Fuel Distribution System Operator	15.87
23370 - General Maintenance Worker	17.25
23380 - Ground Support Equipment Mechanic	25.04

23381 - Ground Support Equipment Servicer	21.80
23382 - Ground Support Equipment Worker	22.87
23391 - Gunsmith I	14.96
23392 - Gunsmith II	17.39
23393 - Gunsmith III	19.30
23410 - Heating, Ventilation And Air-Conditioning Mechanic	17.61
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	18.45
23430 - Heavy Equipment Mechanic	19.76
23440 - Heavy Equipment Operator	17.06
23460 - Instrument Mechanic	19.79
23465 - Laboratory/Shelter Mechanic	18.32
23470 - Laborer	11.48
23510 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	20.38
23550 - Machinist, Maintenance	17.94
23580 - Maintenance Trades Helper	14.98
23591 - Metrology Technician I	19.79
23592 - Metrology Technician II	20.78
23593 - Metrology Technician III	21.82
23640 - Millwright	19.28
23710 - Office Appliance Repairer	18.68
23760 - Painter, Maintenance	17.67
23790 - Pipefitter, Maintenance	17.70
23810 - Plumber, Maintenance	16.93
23820 - Pneudraulic Systems Mechanic	18.75
23850 - Rigger	17.75
23870 - Scale Mechanic	16.65
23890 - Sheet-Metal Worker, Maintenance	17.67
23910 - Small Engine Mechanic	16.34
23931 - Telecommunications Mechanic I	20.34
23932 - Telecommunications Mechanic II	24.13
23950 - Telephone Lineman	23.50
23960 - Welder, Combination, Maintenance	17.42
23965 - Well Driller	17.75
23970 - Woodcraft Worker	18.75
23980 - Woodworker	14.30
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.21
24580 - Child Care Center Clerk	14.10
24610 - Chore Aide	9.49
24620 - Family Readiness And Support Services Coordinator	13.23
24630 - Homemaker	17.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.86
25040 - Sewage Plant Operator	19.33
25070 - Stationary Engineer	20.86
25190 - Ventilation Equipment Tender	14.64
25210 - Water Treatment Plant Operator	19.33
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.49
27007 - Baggage Inspector	10.36
27008 - Corrections Officer	22.81
27010 - Court Security Officer	21.45
27030 - Detection Dog Handler	16.69
27040 - Detention Officer	22.81
27070 - Firefighter	19.59
27101 - Guard I	10.36
27102 - Guard II	16.29
27131 - Police Officer I	24.05

27132 - Police Officer II	25.80
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.35
28042 - Carnival Equipment Repairer	11.02
28043 - Carnival Equipment Worker	8.13
28210 - Gate Attendant/Gate Tender	12.85
28310 - Lifeguard	11.15
28350 - Park Attendant (Aide)	14.37
28510 - Recreation Aide/Health Facility Attendant	7.98
28515 - Recreation Specialist	15.47
28630 - Sports Official	11.45
28690 - Swimming Pool Operator	14.49
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.40
29020 - Hatch Tender	18.40
29030 - Line Handler	18.40
29041 - Stevedore I	16.51
29042 - Stevedore II	20.12
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	15.80
30022 - Archeological Technician II	18.16
30023 - Archeological Technician III	22.52
30030 - Cartographic Technician	24.49
30040 - Civil Engineering Technician	22.98
30061 - Drafter/CAD Operator I	14.36
30062 - Drafter/CAD Operator II	18.16
30063 - Drafter/CAD Operator III	18.41
30064 - Drafter/CAD Operator IV	24.93
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	26.10
30086 - Engineering Technician VI	29.43
30090 - Environmental Technician	18.16
30210 - Laboratory Technician	17.50
30240 - Mathematical Technician	21.76
30361 - Paralegal/Legal Assistant I	18.01
30362 - Paralegal/Legal Assistant II	22.31
30363 - Paralegal/Legal Assistant III	27.29
30364 - Paralegal/Legal Assistant IV	33.02
30390 - Photo-Optics Technician	22.93
30461 - Technical Writer I	18.74
30462 - Technical Writer II	22.95
30463 - Technical Writer III	27.73
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	18.41
Surface Programs	
30621 - Weather Observer, Senior (see 2)	19.10
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.86
31030 - Bus Driver	15.51
31043 - Driver Courier	11.93
31260 - Parking and Lot Attendant	9.69
31290 - Shuttle Bus Driver	13.12

31310 - Taxi Driver	9.96
31361 - Truckdriver, Light	13.12
31362 - Truckdriver, Medium	14.85
31363 - Truckdriver, Heavy	16.96
31364 - Truckdriver, Tractor-Trailer	16.96
99000 - Miscellaneous Occupations	
99030 - Cashier	7.97
99050 - Desk Clerk	9.76
99095 - Embalmer	20.28
99251 - Laboratory Animal Caretaker I	9.97
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	26.58
99410 - Pest Controller	13.00
99510 - Photofinishing Worker	11.02
99710 - Recycling Laborer	13.22
99711 - Recycling Specialist	15.51
99730 - Refuse Collector	11.78
99810 - Sales Clerk	12.49
99820 - School Crossing Guard	9.20
99830 - Survey Party Chief	17.05
99831 - Surveying Aide	10.49
99832 - Surveying Technician	16.01
99840 - Vending Machine Attendant	13.04
99841 - Vending Machine Repairer	15.43
99842 - Vending Machine Repairer Helper	13.04

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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 regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to 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.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

2016-2017 Forecasted Missions based on a 31 day Cycle

Day of Month	H60			C130		
	Take Off	Landings	Touch & Go	Take Off	Landings	Touch & Go
1	5	5	5	3	3	4
2	6	6	5	3	3	4
3	5	5	5	3	3	4
4	5	5	5	3	3	4
5	5	5	5	4	4	4
6	2	2	0	2	2	0
7	2	2	0	2	2	0
8	5	5	5	3	3	4
9	6	6	5	3	3	4
10	5	5	5	3	3	4
11	5	5	5	3	3	4
12	5	5	5	4	4	4
13	2	2	0	2	2	0
14	2	2	0	2	2	0
15	5	5	5	3	3	4
16	6	6	6	3	3	3
17	5	5	5	3	3	4
18	5	5	5	3	3	4
19	5	5	5	4	4	4
20	2	2	0	2	2	0
21	2	2	0	2	2	0
22	5	5	5	3	3	4
23	6	6	6	3	3	3
24	5	5	5	3	3	4
25	5	5	5	3	3	4
26	5	5	5	4	4	4
27	2	2	0	2	2	0
28	2	2	0	2	2	0
29	5	5	5	3	3	4
30	6	6	6	4	4	4
31	5	5	5	4	4	4
Total	136	136	118	91	91	90

Avg/month	136	136	118	91	91	90
Avg/day	4.5	4.5	4	3	3	3
Avg/year	1632	1632	1416	1092	1092	1080

Totals per Year	2724	Take-offs
	2724	Landings
	2496	Touch & Gos

Aircraft	Total Ops	% of Ops
H60	6096	58%
C130	4344	42%

10,440 Total FAA CG Operations (take offs + landings + (touch/gos x 2))

- 1 take-off = 1 FAA operation
- 1 landing = 1 FAA operation
- 1 touch/go = 2 FAA operations