Pinellas County

Staff Report

File #: 22-0145A, **Version:** 1 **Agenda Date:** 6/7/2022

Subject:
Airport Service Contract with the United States Coast Guard at the St. Pete-Clearwater International Airport for airfield operating expenses and aircraft rescue and firefighting services for the Coast Guard Air Station Clearwater.

Recommended Action:
Approval of the Airport Service Contract (contract) between the United States Coast Guard (USCG) and Pinellas County's St. Pete-Clearwater International Airport (PIE). The contract reimburses PIE for airfield operating expenses and aircraft rescue and firefighting services that are provided to the Coast Guard Air Station Clearwater.

- This is a revenue-producing contract with all payments being made to PIE.
- The most recent contract was a five-year agreement that began on December 30, 2016 and expired on December 29, 2021.
- The USCG requested a three-month extension to continue to negotiate the next five-year agreement. Granicus #21-1550D was created to enable both parties to sign the extension. The extension's total revenues due to PIE was $139,211.94. The extension expired on March 31, 2022.
- A second two-month extension was needed for the USCG to finalize the sole-source Request for Quotation (RFQ) necessary to award the Airport Service Contract to PIE. Granicus #22-0217D was created to extend the contract period until May 31, 2022. This extension's total revenues to PIE were $92,807.96. Both extensions totaled $232,019.90, which was less than the $250,000.00 County Administrator delegated threshold.
- The federal government issued its sole-source RFQ on April 14, 2022 and it closes on May 11, 2022. PIE answered it on April 18, 2022.
- The new contract's estimated total cost to the USCG is $2,995,273.80 for the five-year period beginning on June 1, 2022 and expiring on May 31, 2027
- The new contract periods will now begin on June 1st each year and expires on May 31st.

Authorize the Chairman to sign and the Clerk of the Circuit Court to attest this contract.

Strategic Plan:
Ensure Public Health, Safety and Welfare
2.1 Provide planning, coordination, prevention, and protective services to ensure a safe and secure community

Foster Continual Economic Growth and Vitality
4.4 Invest in infrastructure to meet current and future needs

Summary:

The contract between the USCG and PIE is the conduit by which PIE is reimbursed by the U. S. Government for providing ARFF services and airfield access and operations.

Background Information:

The USCG Air Station Clearwater commenced operations at PIE in 1976. The Air Station relocated from its original location at St. Petersburg's Albert Whitted Municipal Airport and today has become the largest and busiest Air Station in the USCG system. Clearwater Air Station is located on approximately 39.1 acres of federal government owned land that was originally purchased from Pinellas County in 1973. USCG's primary missions include search and rescue, homeland security, law enforcement, marine environmental protection, and logistics and spans the Gulf of Mexico, the Caribbean, and the Bahamas. The Station is currently supported by nearly 500 personnel.

Federal Aviation Administration grant assurances permit airports to charge the federal government for its portion of costs for operating and maintaining airfield facilities when an agency's aircraft operations are five or more government aircraft regularly based at the airport, or the total number of aircraft landings are 300 or more annually. The USCG does not pay for ground lease or rental payments to PIE; the USCG owns the property that it operates on.

PIE negotiated in good faith to ensure that the USCG pays its fair and reasonable share of airfield expenses. Air Station Clearwater's aircraft operations average 3.9% of PIE's total aircraft operations, and average 46.1% of all PIE's ARFF emergency aircraft responses.

Fiscal Impact:

The total estimated reimbursement to PIE over the five-year contract term is $2,995,273.80 (attachment 3), which includes an annual adjustment of 4.0%. The five-year revenues received by PIE are anticipated to be the following: (1) $553,008.72 (FY22); (2) $575,129.16 (FY23); (3) $598,134.24 (FY24); (4) $622,059.60 (FY25); and (5) $646,942.08 (FY26).

Revenue funding is $12,098.72 higher than the FY22 Approved Budget ($540,910.00). No negative budgetary impacts are anticipated.

Staff Member Responsible:

Thomas R. Jewsbury, Director, St. Pete-Clearwater International Airport

Partners:

United States Coast Guard
United States Coast Guard Air Station Clearwater

Attachments:

United States Coast Guard Solicitation Number 70Z08422CDL930003
Performance Work Statement
PIE Response to USCG RFQ Volume 1
PIE Response to USCG RFQ Volume 2

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 20150PR220008303

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
70Z08422CDL930003	06/01/2022			

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	PAUCAR, Ms. JESSICA L		

9. ISSUED BY — CODE 70Z084
70Z084 COB4(E) - Norfolk, VA
USCG-SILC-COB4, 300 East Main Street, Suite 900
Norfolk, VA, 23510, US

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: 0 % 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:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS
Net Days - 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 — CODE
See Schedule

16. ADMINISTERED BY — CODE 70Z084
70Z084 COB2(E) - Norfolk, VA
USCG-SILC-COB2(E)
Norfolk, VA, 23510, US

17a. CONTRACTOR/ OFFEROR — CODE RUVWESM2SAN5 — FACILITY CODE 3RPU2
PINELLAS, COUNTY OF
DBA: ST PETRSBRG/CLRWTER INTL ARPRT
14700 TERMINAL BLVD STE 221
CLEARWATER, FL, 33762, US

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY — CODE Z51800
USCG FINANCE CENTER
FINANCE CENTER USCG, 1430A KRISTINA WAY
CHESAPEAKE, VA, 23326-1000, US

Kruger, Timothy J.

[ ] 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
	See Schedule *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
$140,492.76

[ ] 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 [X] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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: REF. _____ 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

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
SUCHY.RYAN.M.1285601750
Digitally signed by SUCHY.RYAN.M.1285601750
Date: 2022.06.14 11:26:59 -04'00'

30b. NAME AND TITLE OF SIGNER *(Type or print)*
Charlie Justice, Chairman, Pinellas County Board of County Commissioners

DATE SIGNED: 6/8/2022

31b. NAME OF CONTRACTING OFFICER *(Type or print)*
SUCHY, Mr. RYAN M

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

ATTEST: KEN BURKE, CLERK
By: Deputy Clerk

APPROVED AS TO FORM
By: *Michael A. Zas*
Office of the County Attorney

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

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. TELPHONE NUMBER OF AUTHORZED 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 NO.	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

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Section II: Continuation of SF1449

Item Number	Base Item Number	Supplies/Services	
0001		FY22 Base Year Funding for Air Field Services for U.S. Coast Guard Air Station Clearwater. Base Year POP: June 1, 2022 through May 31, 2023	
	Description:		
Purchase Requisitions			

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002		Partial FY22 Base Year Funding for Air Field Services for U.S. Coast Guard Air Station Clearwater. Partial Funding of $140,492.76 from June 1, 2022 through September 30, 2022. Base Year for Airfield operating expenses & ARFF	12	Months
Contract Type: Firm Fixed Price				
			Unit Price	$46,084.06
			Extended Price	$553,008.72
	Description:			
Purchase Requisitions		20150PR220008303		
			ACRN	
			Funded Amount	$140,492.76

IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
6/1/22	5/31/23	20150 AIRSTA CLEARWATER Default shipping AIR STATION CLEARWATER USCG 15100 RESCUE WAY CLEARWATER FL US 33762-3502

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
1001		Option Year 1: Air operating expenses and ARFF	12	Months
Contract Type: Firm Fixed Price				
			Unit Price	$47,927.43
			Extended Price	$575,129.16
	Description:			
Purchase Requisitions				
			ACRN	
			Funded Amount	$0.00

IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
6/1/23	5/31/24	USCG Headquarters 2703 Martin Luther King Junior Ave SE Washington DC US 20032

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
2001		Option Year 2: Airfield Operating Expenses and ARFF	12	Months
Contract Type: Firm Fixed Price				
			Unit Price	$49,844.52
			Extended Price	$598,134.24
	Description:			
Purchase Requisitions				
			ACRN	
			Funded Amount	$0.00

IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
6/1/24	5/31/25	USCG Headquarters 2703 Martin Luther King Junior Ave SE Washington DC US 20032

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
3001		Option Year 3: Airfield Operating Expenses and ARFF	12	Months
Contract Type: Firm Fixed Price				
			Unit Price	$51,838.30
			Extended Price	$622,059.60
	Description:			
Purchase Requisitions				
			ACRN	
			Funded Amount	$0.00

IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
6/1/25	5/31/26	USCG Headquarters 2703 Martin Luther King Junior Ave SE Washington DC US 20032

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
4001		Option Year 4: Airfield Operating Expenses and ARFF	12	Months
Contract Type: Firm Fixed Price				
			Unit Price	$53,911.84
			Extended Price	$646,942.08
	Description:			
Purchase Requisitions				
			ACRN	
			Funded Amount	$0.00

IDC Type: Not Applicable

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
6/1/26	5/31/27	USCG Headquarters 2703 Martin Luther King Junior Ave SE Washington DC US 20032

Total Award Amount: $2,995,273.80

The Total Obligated Amount is shown in Block 26

The Obligated Amount is broken down by line of accounting as follows:

Contract ACRN:	LOA: 2022|0610000A002222DD|G020G010G000|20150CMDCD|UCGII06LSA|254011|61000000|71107LOGSX|22CUTOVR|000000|000000|000000|000000|0|0|0|0
Amount:$140,492.76	
Clin 0002:$140,492.76	

Section III: Contract Clauses

Clauses incorporated by reference

Article Number	Reference Text
3052.228-70	3052.228-70 INSURANCE (DEC 2003)
3052.236-70	3052.236-70 SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS (DEC 2003)
52.246-4	52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)
52.242-15	52.242-15 STOP-WORK ORDER (AUG 1989)
52.202-1	52.202-1 DEFINITIONS (JUN 2020)
52.203-3	52.203-3 GRATUITIES (APR 1984)
52.203-5	52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7	52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-15	52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUNE 2010)
52.203-16	52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)
52.203-17	52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.203-19	52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-4	52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-10	52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-12	52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
52.204-13	52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-14	52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)
52.204-15	52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)
52.204-18	52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-25	52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.209-6	52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)
52.209-9	52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.209-10	52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
52.212-4	52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND

	COMMERCIAL SERVICES (NOV 2021)
52.214-26	52.214-26 AUDIT AND RECORDS-SEALED BIDDING (JUN 2020)
52.222-3	52.222-3 CONVICT LABOR (JUNE 2003)
52.222-21	52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.222-26	52.222-26 EQUAL OPPORTUNITY (SEP 2016)
52.222-37	52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
52.222-40	52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-41	52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
52.222-43	52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)
52.222-44	52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MAY 2014)
52.222-50	52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)
52.222-54	52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (NOV 2021)
52.222-55	52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)
52.223-6	52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
52.223-18	52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.232-18	52.232-18 AVAILABILITY OF FUNDS (APR 1984)
52.232-33	52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-39	52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.233-3	52.233-3 PROTEST AFTER AWARD (AUG 1996)
52.237-2	52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	52.237-3 CONTINUITY OF SERVICES (JAN 1991)
52.249-1	52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
52.249-2	52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
52.249-4	52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
52.249-8	52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.250-1	52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984)
52.250-5	52.250-5 SAFETY ACT-EQUITABLE ADJUSTMENT (FEB 2009)
52.253-1	52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

Clauses incorporated by full text

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of _____ and shall not be binding until so approved.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)

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

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

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

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

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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

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

[Contracting Officer check as appropriate.]

_____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

_____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)).

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

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

(5) [Reserved].

_____ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

_____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

_____ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

(10) [Reserved].

_____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

_____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

_____ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

_____ (ii) Alternate I (MAR 2020) of 52.219-6.

_____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

_____ (ii) Alternate I (MAR 2020) of 52.219-7.

_____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

_____ (17) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

_____ (ii) Alternate I (NOV 2016) of 52.219-9.

_____ (iii) Alternate II (NOV 2016) of 52.219-9.

_____ (iv) Alternate III (JUN 2020) of 52.219-9.

_____ (v) Alternate IV (SEP 2021) of 52.219-9.

_____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

_____ (ii) Alternate I (MAR 2020) of 52.219-13.

_____ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637s).

_____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

_____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

_____ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2))

_____ (ii) Alternate I (MAR 2020) of 52.219-28.

_____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

_____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

_____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

_____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).

_____ (28) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

_____ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

x (ii) Alternate I (Feb 1999) of 52.222-26.

x (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212)

_____ (ii) Alternate I (Jul 2014) of 52.222-35.

_____ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

_____ (ii) Alternate I (Jul 2014) of 52.222-36.

x (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

x (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_____ (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

X (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

x (36) 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 products or commercial services as prescribed in 22.1803.)

_____ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

_____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

_____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

_____ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (Oct 2015) of 52.223-13.

_____ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

_____ ii) Alternate I (Jun2014) of 52.223-14.

_____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

_____ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

_____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

_____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

_____ 46) 52.223-21, Foams (Jun2016) (E.O. 13693).

_____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

_____ (ii) Alternate I (JAN 2017) of 52.224-3.

_____ (48) 52.225-1, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).

_____ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2021) (41 U.S.C. chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

_____ (ii) Alternate I (JAN 2021) of 52.225-3.

_____ (iii) Alternate II (JAN 2021) of 52.225-3.

_____ (iv) Alternate III (JAN 2021) of 52.225-3.

_____ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

_____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

_____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

_____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

_____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

_____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f))

_____ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f))

_____ (58) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Oct 2018) (31 U.S.C. 3332)

_____ (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

_____ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332)

_____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

_____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

_____ (ii) Alternate I (Apr 2003) of 52.247-64.

_____ (iii) Alternate II (NOV 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

x (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

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

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

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

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

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

x (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

x (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

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

(e)

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

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

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

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

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

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

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)

_____ (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

_____ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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

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

(xvi) 52.222-54, Employment Eligibility Verification (NOV 2021) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

(B) Alternate I (JAN 2017) of 52.224-3.

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

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

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

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a)Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Monetary Wage-Fringe Benefits

See attached Wage Determination

(End of clause)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)-

Child, "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

Employee–

(1)

(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship has the meaning given in 29 CFR 13.2.

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

Parent, "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

United States means the 50 States and the District of Columbia.

(b) Executive Order 13706.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall-

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR Part 13, or this clause, including-

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.

(h) Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

(i) Recordkeeping.

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for

inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an

employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for–

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by _____. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit

Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (JUL 2013)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) All invoices from the Contractor shall be submitted electronically IAW FAR 52.232-33.

Using Internet Explorer (not Google Chrome, Yahoo, Firefox, etc.) select the link:

https://www.ipp.gov/.

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

Actions to take:

If you are already enrolled in IPP:

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

If you are NOT already enrolled in IPP:

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

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

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

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

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

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

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

pm ET
IPP

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) *Definitions.*"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not

accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

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

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____

(End of 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/these address(es):

https://www.acquisition.gov

(End of clause)

Section IV: Any Documents, Exhibits, and other Attachments

None

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

1.0. INTRODUCTION

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

2.0. BACKGROUND

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

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

2.3. Estimated Workload Data:

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

3.0. SCOPE

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

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

d. Fuel Services

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

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

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

4.0. APPLICABLE DOCUMENTS

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

a. Environmental Control. The Contractor shall comply with all applicable environmental protection directives and follow manufacturers' guidelines and professional recommendations for control of humidity, temperature, cleanliness, and materials handling. Upon occurrence of any spills that could enter the storm sewer system or could cause any harmful environmental effects, the Contractor shall immediately report the incident to A/S Clearwater's Operations Duty Officer at 727-535-1437, Extension 1210. A/S Clearwater shall be held to the same standards as noted above.

b. Safety Requirements**.** The Contractor shall conform to the safety activities related to the requirements contained in the contract for all accomplishment of the work; shall take such additional immediate precautions as the KO may reasonably require for safety and mishap prevention purposes; and, shall provide protection to USCG AS Clearwater property to prevent damage during the period of time the property is under the control or in possession of Pinellas County.

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

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

5.0. TECHNICAL REQUIREMENTS

5.1 Airfield Operations. The Contractor shall provide, operate and maintain runways, taxiways, taxi lanes, roads and ramp space and reliable navigation equipment for the use of Coast Guard aircraft and vehicles in accordance with the FAA Airport Compliance Manual, and all other applicable FAA requirements, except those owned by the Coast Guard.

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

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

6.0. DELIVERABLES

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

Deliverables	Frequency	To Whom	Date Required
Certificate of Insurance as required by FAR 52.228-5	Annually	KO	Upon Request
Quality Control Plan	As revised		Upon Request
Post Award Conference			Upon Request
Status Meetings	As Necessary	COR	Upon Request
Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov	Semi-Annual	KO	Upon Request
Contract Discrepancy Report	As needed	KO	Upon Request
Emergency Contact (after hours)	As needed	COR	Upon Request

7.0. PERSONNEL REQUIREMENTS/QUALIFICATIONS

Management: The Contractor shall manage the total work effort associated with the services required to assure adequate and timely completion of all requirements. Such Management includes, but is not limited to: planning, scheduling, report preparation, establishing and maintaining records, and quality control. The Contractor shall also provide trained staff with the necessary management expertise to assure the performance of the required work; and, trained and

experienced personnel who meet established standards to effectively perform the requirements and who exhibit capability to perform with minimum supervision. The Contractor shall submit the necessary personnel documentation; staffing lists and schedules (see PWS Section 5.2 Deliverables).

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

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

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

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

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

7.2.4.1 Contractor personnel shall have the minimum capability:

a. Ability to read, write, and clearly speak, and understand English. They shall be able to accurately fulfill the reporting requirements of this contract.
b. Shall be U.S. citizens or legal residents who have been lawfully admitted for permanent residence in the U.S. The Contractor shall obtain signed statements from all and potential employees to be assigned work under this contract, attesting they have been informed of these restrictions.

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

7.2.6 Training Requirements. If, in the COR's opinion that Contractor's employees do not possess required training, the USCG KO reserves the right to suggest that the employee be removed by contacting Airport Director.

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

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

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

7.3 MEETINGS AND REPORTS

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

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

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

7.4 CONTRACTOR-FURNISHED ITEMS, PROPERTY AND SERVICES.

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

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

The Government does not plan to provide items, property, equipment or services to the contactor.

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

8.0. PINELLAS COUNTY QUALITY CONTROL (QC) REQUIREMENTS

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

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

8.3. QC Program/QCP Inspection System: The QC system shall encompass all functions of the contract. It shall specify areas to be inspected on either a scheduled or unscheduled basis; and, list the title(s) of the individual(s) conducting the inspection. The Contractor shall develop and implement quality control procedures addressing the areas identified in the PWS and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The QC system shall be designed to keep the Contractor's Management and the USCG informed of all issues affecting quality to include timely and effective corrective actions. The QC records shall, in part, consist of checklists of inspections and shall indicate the nature, frequency and number of observations made, the number and type of deficiencies found, and the nature of corrective action taken as appropriate. The Contractor shall ensure that QC includes timely and effective corrective actions for all deficiencies identified by the Government.

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

a. Introduction to the Quality Control System:
    1. Background and Rationale for the System

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

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

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

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

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

9.0. GOVERNMENT QUALITY ASSURANCE (QA) REQUIREMENTS

9.1. Fundamental Government Responsibilities: The COR is responsible for representing the KO in all facets of quality for the services required. The COR will carry out inspections, reviews, approvals, and handle deficiencies; and ultimately accept on behalf of the KO. The functions of the COR are identified below. Government personnel, other than the KO and the COR from time to time, may observe the Contractor's operations. However, these personnel may not interfere with Contractor performance.

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

The COR will periodically update the surveillance approach when the need arises and will inspect the Contractor QCP regularly for compliance with the requirements herein.

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

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

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

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

Fuel Services	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints
Airport Administration	Adheres and performs all tasks efficiently IAW PWS	98%	Periodic Inspections and customer complaints

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

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

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

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

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

9.5.5 The COR will monitor and review performance by the Contractor to determine how the Contractor is performing against communicated performance objectives. The Contractor will be responsible for making required changes in processes and practices to ensure performance is managed effectively.

10.0 LIST OF ATTACHMENTS

The following Attachments are applicable to this contract. Adjustments to these attachments are anticipated; however no changes, additions or deletions will be effective until a contract modification is completed. Any change, addition or deletion, to any of the attachments

during the duration of this contract (including options, if exercised) may be initiated by either the KO or the Contractor, with the final decision resting with the KO.

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