

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

1. REQUISITION NUMBER
0011944492

PAGE 1 OF 54

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W9124D23Q0154	6. SOLICITATION ISSUE DATE 16-May-2023
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME JENNIFER L KING	b. TELEPHONE NUMBER (No Collect Calls) 502-624-1006	8. OFFER DUE DATE/LOCAL TIME 01:00 PM 23 May 2023
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9. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720 TEL: FAX:	CODE W9124D	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB 8(A) NAICS: 722320 SIZE STANDARD: \$9,000,000
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO NEW BEDFORD HIGH SCHOOL ARMY JROTC NEW BEDFORD HIGH SCHOOL ARMY JROTC 230 HATHWAR BLVD. NEW BEDFORD MA 02740 TEL: FAX:	CODE W900NB	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
TELEPHONE NO.				

<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> 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:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:	31c. DATE SIGNED
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

INSTRUCTIONS

Addendum to FAR Provision 52.212-1, Instructions to Offerors-Commercial Items

Solicitation/Request for Proposal Requirements – Instructions, Conditions, and Notices to Offerors

A. Request for Quote Submittal and Inquiries:

A.1. The Offeror shall provide the following information:

Company Name	
Company Address	
Point of Contact	
Phone Number	
Email Address	
Unique Entity Identification Number	
CAGE Code	
Tax Identification Number	

A.2. This Request for Quote (RFQ) is issued as a commercial acquisition using combination of FAR Parts 12 and 13. This solicitation is a 100% Small Business Set-Aside. The Government anticipates award of a firm fixed priced contract from this solicitation. The resulting contract will be awarded using Simplified Acquisition Procedures (SAP) to the offeror with the lowest price that meets the requirements of the solicitation and is deemed responsible in accordance with FAR Subpart 13.1. The apparent low offer will be analyzed to determine if the offeror's proposed price is fair and reasonable in accordance with the guidelines in FAR Subpart 15.4.

A.3. The Mission and Installation Contracting Command (MICC) – Fort Knox primary point of contact responsible for providing information and responding to inquiries is the Contract Specialist (CS). The CS is Jennifer King and can be contacted at 502-624-1006, or via email at Jennifer.l.king76.civ@army.mil.

A.4. All offerors wishing to do business with the Government must possess a valid Unique Entity Identification Number and shall be registered in the System for Award Management (SAM). Offerors shall register online at www.sam.gov. Offeror's SAM registration must be active in order to be eligible for award. Offers containing a name and address (Block 17a of SF1449) different from that registered in SAM may be deemed ineligible for award.

A.5. Offerors are encouraged to present their best prices in their initial quote submission. Quotes shall be submitted to the CS via email prior to the closing date and time identified on SF 1449 block eight (8). Offeror's quote shall remain valid for a period of 60 days after the closing date and time identified on SF 1449 block eight (8). Electronic submissions via facsimile will not be accepted.

A.6. The instructions for this requirement mandates that offerors shall be on the Fort Devens Approved Vendor List found online at <https://home.army.mil/devens/index.php/Mission%20and%20Vision/Garrison/logistics-readiness-center/food-service>.

A.7. Offerors shall complete blocks 17a, 17b, 30a, 30b and 30c on page 1, SF Form 1449. Offerors are reminded to complete and return all required certifications contained in this solicitation.

FAR Provision 52.204-24(d)

FAR Provision 52.204-26(c)

FAR Provision 52.212-3(Alt 1)

A.8. Offerors shall submit any questions regarding this solicitation in writing to the CS no later than 01:00 PM Eastern Time (ET) on 18 May 2023, in order to allow a written response prior to the quote due date. A written response to questions received will be posted at SAM.gov within 2 days of the end of the question submission period. No remarks or written responses to questions by Government personnel will change the terms or conditions of this RFQ. The RFQ will only be changed by a formal written amendment issued by a MICC – Fort Knox Contracting Officer (KO).

A.9. All amendments will be posted to the SAM.gov website at <https://.sam.gov/>. It is the offeror's responsibility to acknowledge all amendments within their quote.

A.10. Quotes and acknowledged amendments that are late may not be accepted.

A.11. It is the Government's intention to award without negotiations. Offerors are encouraged to present their best prices in their initial quote submission, however, should negotiations become necessary, the Government reserves the right to hold them.

(End of Provision)

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CADET BREAKFAST FFP PROVIDE BREAKFAST MEALS FOR 360 CADETS IN SUPPORT OF JCLC DEVENS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT INCLUDED HEREIN. FOB: Destination PURCHASE REQUEST NUMBER: 0011944492 PSC CD: S203	2,880	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CADET DINNER FFP PROVIDE DINNER MEALS FOR 360 CADETS IN SUPPORT OF JCLC DEVENS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT INCLUDED HEREIN. FOB: Destination PURCHASE REQUEST NUMBER: 0011944492 PSC CD: S203	2,880	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CADRE BREAKFAST FFP PROVIDE BREAKFAST MEALS FOR 40 CADRE IN SUPPORT OF JCLC DEVENS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT INCLUDED HEREIN. FOB: Destination PURCHASE REQUEST NUMBER: 0011944492 PSC CD: S203	350	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CADRE DINNER FFP PROVIDE DINNER MEALS FOR 40 CADRE IN SUPPORT OF JCLC DEVENS IN ACCORDANCE WITH THE PERFORMANCE WORK STATEMENT INCLUDED HEREIN. FOB: Destination PURCHASE REQUEST NUMBER: 0011944492 PSC CD: S203	350	Each		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

0004	Destination	Government	Destination	Government
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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 19-JUN-2023 TO 29-JUN-2023	N/A	NEW BEDFORD HIGH SCHOOL ARMY JROTC NEW BEDFORD HIGH SCHOOL ARMY JROTC 230 HATHWAR BLVD. NEW BEDFORD MA 02740 FOB: Destination	W900NB
0002	POP 19-JUN-2023 TO 29-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W900NB
0003	POP 19-JUN-2023 TO 29-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W900NB
0004	POP 19-JUN-2023 TO 29-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W900NB

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7024	Notice on the Use of the Supplier Performance Risk System	MAR 2023
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.232-7003 (DEV)	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEVIATION 2018-A0001) (DEC 2017)	JAN 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

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

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

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

(d) Representations. The Offeror represents that--

(1) It [___] will, [___] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)

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

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

(c) Representations.

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2023-O0002) (DEC 2022) ALTERNATE I (OCT 2014)

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

(a) Definitions. As used in this provision -

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service -

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

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

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

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

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

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

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

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

Sensitive technology -

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically -
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern -

- (1) Means a small business concern -
 - (i) Not less than 51 percent of which is owned by one or more service - disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern -

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

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

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

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

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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$850,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

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

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

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that -

(i) It [] is, [] is not a small business concern; or

(ii) It [] is, [] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

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

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that -

(i) It [] is, [] is not a service-disabled veteran-owned small business concern; or

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

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

(6) WOSB joint venture eligible under the WOSB Program. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(7) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents that it [] is, [] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

Note to paragraphs (c)(8) and (9):

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

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

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

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[] Black American.

[] Hispanic American.

[] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

[___] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

[___] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[___] Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 -

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___
___	___	___

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

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

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

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act.”

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American - Free Trade Agreements - Israeli Trade Act.” The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
—	—	—
—	—	—
—	—	—

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No.
—
—
—

[List as necessary]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

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

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

Israeli End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

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

Line Item No.	Country of origin
—	—
—	—
—	—

[List as necessary]

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

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

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

Other End Products:

Line Item No.	Country of origin
---------------	-------------------

___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

(2) [___] Have, [___] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

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

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

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

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

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

(1) Listed end products.

Listed end product	Listed countries of origin
___	___
___	___
___	___

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

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

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

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

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

(2) [___] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that -

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

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

Immediate owner CAGE code: .

Immediate owner legal name: .

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

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

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

Highest-level owner CAGE code: .

Highest-level owner legal name: .

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that -

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

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

(2) The Offeror represents that -

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

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

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

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

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

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

Predecessor legal name: .

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

(s) [Reserved]

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [___] does, [___] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

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

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that -

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAR 2023)

(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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 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.]

N/A (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. 4655).

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

N/A (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.)

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

N/A (5) [Reserved]

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

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

XX (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).

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

N/A (10) [Reserved]

N/A (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

N/A (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

N/A (13) [Reserved]

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

N/A (ii) Alternate I (MAR 2020) of 52.219-6.

N/A (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (MAR 2020) of 52.219-7.

N/A (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

N/A (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

N/A (ii) Alternate I (NOV 2016) of 52.219-9.

N/A (iii) Alternate II (NOV 2016) of 52.219-9.

N/A (iv) Alternate III (JUN 2020) of 52.219-9.

N/A (v) Alternate IV (SEP 2021) of 52.219-9.

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

N/A (ii) Alternate I (MAR 2020) of 52.219-13.

N/A (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

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

N/A (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

XX (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (15 U.S.C. 632(a)(2)).

N/A (ii) Alternate I (MAR 2020) of 52.219-28.

N/A (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

N/A (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 (OCT 2022) (15 U.S.C. 637(m)).

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

- N/A (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- N/A (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- XX (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- XX (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- N/A (ii) Alternate I (FEB 1999) of 52.222-26.
- N/A (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- N/A (ii) Alternate I (JUL 2014) of 52.222-35.
- N/A (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- N/A (ii) Alternate I (JUL 2014) of 52.222-36.
- N/A (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- N/A (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- XX (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- N/A (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- N/A (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- N/A (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.)
- N/A (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.)
- N/A (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- N/A (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- N/A (40)(i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- N/A (ii) Alternate I (OCT 2015) of 52.223-13.
- N/A (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- N/A (ii) Alternate I (JUN 2014) of 52.223-14.

- N/A (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- N/A (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- N/A (ii) Alternate I (JUN 2014) of 52.223-16.
- XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- N/A (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- N/A (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- N/A (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- N/A (ii) Alternate I (JAN 2017) of 52.224-3.
- N/A (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).
- N/A (ii) Alternate I (OCT 2022) of 52.225-1.
- N/A (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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).
- N/A (ii) Alternate I [Reserved].
- N/A (iii) Alternate II (DEC 2022) of 52.225-3.
- N/A (iv) Alternate III (JAN 2021) of 52.225-3.
- N/A (v) Alternate IV (OCT 2022) of 52.225-3.
- N/A (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (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).
- N/A (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. Subtitle A, Part V, Subpart G Note).
- N/A (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150)
- N/A (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- N/A (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- N/A (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. 3805).
- N/A (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

N/A (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

N/A (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

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

N/A (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).

N/A (ii) Alternate I (APR 2003) of 52.247-64.

N/A (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.]

XX (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

XX (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).

Employee Class	Monetary Wage – Fringe Benefits
Cook I	\$22.51 - 36.45%
Cook II	\$24.74 – 36.45%
Dishwasher	\$16.79 - 36.45%
Food Service Worker	\$16.79 – 36.45%
Janitor	\$16.79 – 36.45%

N/A (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).

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

N/A (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).

N/A (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).

XX (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).

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

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

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

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

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

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

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

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and 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 2022) (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 2016) (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.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) XX (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- N/A (B) Alternate I (March 2, 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 (May 2014) (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 (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (E.O. 13658).
- (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. Subtitle A, Part V, Subpart G 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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxiii) 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)

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

www.acquisition.gov

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2 in 1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TO BE ADDED AT TIME OF AWARD
Issue By DoDAAC	TO BE ADDED AT TIME OF AWARD
Admin DoDAAC**	TO BE ADDED AT TIME OF AWARD
Inspect By DoDAAC	TO BE ADDED AT TIME OF AWARD
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	TO BE ADDED AT TIME OF AWARD
Service Acceptor (DoDAAC)	TO BE ADDED AT TIME OF AWARD
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

INSPECTOR/ACCEPTOR: TO BE ADDED AT TIME OF AWARD

CONTRACTING OFFICER: TO BE ADDED AT TIME OF AWARD

CONTRACT ADMINISTRATOR: TO BE ADDED AT TIME OF AWARD

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT
IN SUPPORT OF
UNITED STATES ARMY CADET COMMAND
JCLC DEVENS 2023
FORT DEVENS, MA 01434
SESSION 1 (JCLC COMAL): 19-23 JUNE 2023
SESSION 2 (JCLC PATRIOT): 24 -29 JUNE 2023

Part 1
General Information

1. **GENERAL:** This is a non-personal services contract to provide meal support for cadets and cadre conducting JCLC Devens 19-29 June 2023. The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1. **Description of Services/Introduction:** The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform specified meal support as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2. **Background:** The Army JROTC program has an annual training requirement. The contractor shall provide trained staff to provide meals for cadets and cadre while they conduct training.

1.3. **Objectives:**

1.3.1 The contractor shall furnish meal services as specified herein to support two (2) JCLC sessions. JCLC Comal is scheduled from 19-23 June 2022 and JCLC Patriot is from 24-29 June 2023. The contractor shall prepare and cook all meals at the contractor's normal place of business. The contractor shall transport all meals to a dining facility at Fort Devens, MA. Fort Devens' regulations do not allow outside vendors to cook on the military installation.

1.3.2. All contract personnel working at the Fort Devens, MA site shall have current Safe Serve Qualification and certification evidence will be checked.

1.3.3. Government Point of Contact: The government Point of Contact (POC) will be provided upon award of contract. The government POC will provide approval of the final meal selection, final attendee count and confirmation of location and serving times.

1.4. **Scope:** The contractor shall furnish meal services for 360 cadets and 40 cadre from 19 – 29 June 2023 as specified herein to support two JCLC sessions. To comply with Fort Devens' regulations, the contractor shall prepare and cook all meals at the contractor's normal place of business. The contractor shall transport all meals to a dining facility at Fort Devens, MA

1.5. **Period of Performance:** The period of performance for this contract is from 19 to 29 June 2023.

1.6. **General Information**

1.6.1. Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract.

1.6.2. Quality Assurance: The government will evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government will do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3. Recognized Holidays: Contractor shall provide services on any holidays during the period of performance. Contractor will be required to work Juneteenth which is 19 June 2023.

1.6.4. Hours of Operation: The contractor shall conduct business between the hours of 6:30 am – 8:30 pm seven days a week including Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor shall always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5. Place of Performance: The work to be performed under this contract shall be performed at a military dining facility located at either building 657 or 665, Fort Devens, MA 01434. All meals will be cooked/prepared at the contractor's normal place of business.

1.6.6. Type of Contract: The government will award a firm fixed price contract.

1.6.7 Security Requirements: Contractor personnel performing work under this contract are not required to have a security clearance.

1.6.7.1 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.8. Special Qualifications: Contractor shall insure all employees meet board of health standards and food handling requirements as well as having knowledge of safety regulations such as, Occupational Safety and Health Association, (OSHA), proper clothing and footwear. Contractor shall maintain a professional demeanor when serving the food and be aware of all food safety requirements for preparing and serving food.

1.6.8.1 The contractor must be on the approved vendor list to serve on Fort Devens. The approved food vendors are located at:

<https://home.army.mil/devens/index.php/Misson%20and%20Vision/Garrison/logistics-readiness-center/food-service>

1.6.9. Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They shall also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.10. Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other

remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

PART 2 DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. **CONTRACTING OFFICER (KO).** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13. **WORK WEEK.** Monday through Sunday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
ACU	Army Combat Uniform
AFARS	Army Federal Acquisition Regulation Supplement
APFU	Army Physical Fitness Uniform
AR	Army Regulation
ASU	Army Service/Dress Uniform
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DA PAM	Department of the Army Pamphlet
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
JCLC	Junior Cadet Leadership Challenge
JROTC	Junior Reserve Officers' Training Corps
IAW	In Accordance With
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Services: The Government will not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

3.2. Facilities: The Government will provide a dining facility located at Fort Devens, MA. It will either building 665 or 657. Fort Devens, MA. No equipment will be provided.

3.3. Services: The government will not provide telephones or computer support for the vendor.

3.5. Materials: The Government will provide standard rules and regulations for the vendor as to what is allowed on the site and what is not prior to the event. The government will furnish the contractor with an outline of the required support needed for the event.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1. General: The Contractor shall furnish all food and meal serving services, supplies, management, supervision, and labor as specified herein for the two sessions located at Fort Devens, MA. The Contractor will provide services in accordance with the terms, conditions and specifications set forth in this performance work statement. Courtesy and consideration shall be provided to all guests and event participants.

4.2. Transportation requirements. The contractor transports all necessary food service equipment, supplies, and prepared food from the contractor's normal place of business to the government furnished distribution facility on Fort Devens, MA.

4.3 Security. The contractor shall store, secure, and protect all food and materials while in the possession of the contractor.

4.4 Taxes. The government will be exempt from paying any sales taxes related to this contract. Tax exemption forms will be provided to the contractor upon request.

4.5 Materials. The Contractor shall furnish provide all condiments, utensils, plates, and napkins. The Contractor will also provide ice necessary to keep food items at their required temperature and ice used in beverages.

4.6. Equipment. The Contractor shall be responsible for all cooking and meal serving equipment necessary to execute this contract. The contractor shall provide all cleaning supplies and trash can liners to remove any trash or debris as a result of this contract.

4.7. Courtesy. The contract's employees shall be courteous to all person under this contract. Courtesy rendered shall be equal to that rendered to other customers of the establishment and equal to that expected of any public facility.

4.8. The contractor's personnel shall wear clean clothing and present themselves with clothing that does not contain statements that may be offensive to the military or others using a portion of the uniform.

PART 5

SPECIFIC TASKS

5. Specific Tasks:

5.1. Basic Services. The contractor shall provide all necessary management, supervision, labor, equipment, supplies, facilities, transportation, tools, materials and other items necessary to provide meals for two sessions of JCLC Devens that will be conducted during the timeframe of 19-23 June and 24-29 June 2023

5.1.1. The contractor shall prepare/cook all meals at the contractor's normal place of business to comply with Fort Devens, MA regulations. The contractor shall transport and set up all food and serving equipment to Fort Devens prior to each meal start time as coordinated with the Government POC. The contractor shall transport food and support equipment daily to and from the designated serving area at the training site.

5.1.2 The Contractor will abide by all Massachusetts and Fort Devens, MA COVID guidelines for food service that are in effect at the time of service.

5.2. Meals

5.2.1. The Contractor shall provide the necessary management, supplies, equipment, supervision, and labor required to set up, clean up and remove trash from the dining area. The contractor will provide serving equipment, chafing dishes, heating elements to maintain food temperature.

5.2.2. The Contractor shall furnish all necessary servicing equipment and provide disposable utensils, disposable plates, disposable cups, condiments, and napkins for all meals.

5.2.3. The Contractor shall provide a minimum of two serving lines for each meal to expedite the service.

5.2.4. The contractor shall set up all equipment required to prepare, cook, and serve the food 30 minutes prior to serving time.

5.2.5. The contractor shall have all meals ready to serve 15 minutes prior to the serving time and kept hot until served.

5.2.6. The contractor shall clean up after each meal service and remove all debris. The Contractor will wipe down and sanitize all tables at serving location.

5.3. Menus.

5.3.1. The contractor shall provide a menu like the one stated in 5.3.2. All breakfast and dinner meal shall be served hot. The menu shall be coordinated with the Government POC upon receipt of the award date as soon as possible within 48 hours. Any changes to the menu for alternative replacement agreed upon at that time. All meals shall be nutritionally balanced with an emphasis on fresh ingredients. Upon request, the contractor shall provide gluten free, vegetarian, vegan, pork free, or beef free meals to accommodate dietary restrictions. Milk, coffee, eating utensils and condiments shall be served with all hot meals. Additionally, bottled water shall be available for every meal.

5.3.2. Sample Menus:

Breakfast: Pancakes, Waffles, home fries, turkey sausage and pork sausage, fresh eggs, 2 whole fruit choices, 2 100% fruit juice choices, milk, coffee, water, and condiments.

Dinner: Chicken Parmesan on pasta with marinara sauce (Entrée 1), 2 Hamburgers with lettuce, tomato, and pickles (Entrée 2).

Entrees will be paired with 2 vegetable choices, 2 dessert choices, salad, rolls, juice, lemonade, fruit punch coffee, milk, and condiments.

5.3.3. Consideration / accommodations shall be made for vegetarian meals for approx. 5-8 people per meal.

5.3.4. Feeding Times:

DATE	DAY	HEADCOUNT	EVENT	SERVING TIME
Session 1				
19 June 2023	Monday	400	Dinner	1700 – 1800
20 June 2023	Tuesday	400	Breakfast	0600 – 0700
		400	Dinner	1700 – 1800
21 June 2023	Wednesday	400	Breakfast	0600 – 0700
		400	Dinner	1700 – 1800
22 June 2023	Thursday	400	Breakfast	0600 – 0700
		400	Dinner	1700 – 1800
23 June 2023	Friday	400	Breakfast	0600 – 0700
Session 2				
24 June 2023	Saturday	30	Dinner	1730 – 1830
25 June 2023	Sunday	30	Breakfast	0730 – 0830
		400	Dinner	1730 – 1830
26 June 2023	Monday	400	Breakfast	0600 – 0700
		400	Dinner	1730 – 1830
27 June 2023	Tuesday	400	Breakfast	0600 – 0700
		400	Dinner	1730 – 1830
28 June 2023	Wednesday	400	Breakfast	0600 – 0700
		400	Dinner	1730 – 1830
29 June 2023	Thursday	400	Breakfast	0600 – 0700

5.4. Access, General Protection, and Security Policy and Procedures. This standard language text is for contractor employees with and area of performance within an Army controlled installation, facility, or area. Contractor and all associated subcontractor employees shall comply with applicable installation, facility, and area commander installation and/or facility access and local security policies and procedures (provided by government representatives). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office. Director of Emergency Services, or Security Office, Contractor workforce shall comply with all personnel identify verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

5.4.1. Fort Devens Visitor Access: Information regarding visitor access to Fort Devens Army Base is located at the following website: <https://home.army.mil/devens/index.php/Misson%20and%20Vision/visitor-information/visitors-access> .

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1. The Contractor shall abide by all current regulations, publications, manuals, and local policies and procedures to include but not limited to:

6.1.1. CDC's COVID-19 Cleaning and Disinfecting Your Facility guidance located at <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html> .

6.1.2. US Army Technical Bulletin Medical 531 (TB MED 531) Facility Sanitation Controls and Inspections, dated 01 March 2019

6.1.3. Contractor shall have knowledge of safety awareness; such as Occupational Safety and Health Association, (OSHA), proper clothing and footwear.

6.1.4. Fort Devens Visitor Access: Information regarding visitor access to Fort Devens Army Base is located at the following website: <https://home.army.mil/devens/index.php/Misson%20and%20Vision/visitor-information/visitors-access> .

6.1.5. ServSafe Food Handling Certification

6.2. The contractor must be on the approved vendor list to serve on Fort Devens. The approved food vendors are located at:

<https://home.army.mil/devens/index.php/Misson%20and%20Vision/Garrison/logistics-readiness-center/food-service>

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:
 - 7.1. Technical Exhibit A – Performance Requirements Summary
 - 7.2. Technical Exhibit B – Deliverables Schedule

TECHNICAL EXHIBIT A

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

PERFORMANCE OBJECTIVE	PERFORMANCE STANDARD	PERFORMANCE THRESHOLD	INCENTIVE / DISINCENTIVE
<p>In accordance with PWS paragraph 5.1. thru 5.4.1., the contractor shall provide meals on the prescribed dates, times, and amounts.</p> <p>In accordance with PWS paragraphs 5.1. thru 5.4.1., the contractor shall prepare all meals at the contractor's normal place of business, transport and set up all food and serving equipment at the designated location on Fort Devens prior to each meal start time.</p> <p>Breakfast and dinner meals will be kept hot and ready to serve 15 minutes prior to the serving times prescribed in paragraph 5.2.5.</p> <p>In accordance with PWS paragraph 5.2.4., the contractor shall deliver and set up all equipment required to prepare cook and serve the food 30 minutes prior to serving time.</p> <p>In accordance with PWS paragraph 5.2.6, the contractor shall clean and sanitize the dining and eating areas upon completion of the meal.</p>	<p>Vendor shall deliver and set up all equipment required to prepare cook and be prepared to serve the food 15 minutes prior to scheduled serving.</p> <p>The contractor shall ensure that the food is ready for serving at the prescribed time. Upon completion of the meal, the vendor will ensure the facility is cleaned and sanitized to standards.</p>	<p>Rated no less than 95%</p>	<p>The contractor's compliance increases the likelihood of using the contractor for this function in the future.</p> <p>Re-perform at no additional expense to the government</p>

TECHNICAL EXHIBIT B
DELIVERABLES SCHEDULE

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
The contractor shall provide meals in accordance with PWS paragraphs 5.1. thru 5.4.1.	Daily		In Person	ATTN: Government Point of Contact
Itemized invoice for service rendered	Once at completion of contract	1	Electronically	Wide Area Work Flow (WAWF)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor Daniel W. Simms Director	Division of Wage Determinations	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-4035 Revision No.: 23 Date Of Last Revision: 12/27/2022
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Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Massachusetts

This wage determination is applicable to the following cities and towns in MIDDLESEX COUNTY: Ashby, Ayer, Billerica, Chelmsford, Dracut, Groton, Littleton, Lowell, Shirley, Tewksbury, Townsend, Tyngsborough, Westford, Harvard

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.69
01012 - Accounting Clerk II		22.12
01013 - Accounting Clerk III		24.73
01020 - Administrative Assistant		35.61
01035 - Court Reporter		25.25
01041 - Customer Service Representative I		18.33
01042 - Customer Service Representative II		20.00
01043 - Customer Service Representative III		22.44
01051 - Data Entry Operator I		17.37
01052 - Data Entry Operator II		18.95
01060 - Dispatcher, Motor Vehicle		23.23
01070 - Document Preparation Clerk		19.17
01090 - Duplicating Machine Operator		19.17
01111 - General Clerk I		17.68
01112 - General Clerk II		19.29
01113 - General Clerk III		21.67
01120 - Housing Referral Assistant		25.80
01141 - Messenger Courier		18.09
01191 - Order Clerk I		21.08
01192 - Order Clerk II		23.00
01261 - Personnel Assistant (Employment) I		18.70
01262 - Personnel Assistant (Employment) II		20.92
01263 - Personnel Assistant (Employment) III		23.32
01270 - Production Control Clerk		28.85
01290 - Rental Clerk		19.15
01300 - Scheduler, Maintenance		20.69
01311 - Secretary I		20.69
01312 - Secretary II		23.15
01313 - Secretary III		25.80
01320 - Service Order Dispatcher		20.77
01410 - Supply Technician		35.61
01420 - Survey Worker		22.47
01460 - Switchboard Operator/Receptionist		17.70
01531 - Travel Clerk I		20.11
01532 - Travel Clerk II		21.76
01533 - Travel Clerk III		23.45
01611 - Word Processor I		20.33
01612 - Word Processor II		22.84
01613 - Word Processor III		25.54
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		27.73
05010 - Automotive Electrician		22.66
05040 - Automotive Glass Installer		21.67
05070 - Automotive Worker		21.67
05110 - Mobile Equipment Servicer		19.63
05130 - Motor Equipment Metal Mechanic		23.65
05160 - Motor Equipment Metal Worker		21.67
05190 - Motor Vehicle Mechanic		23.65
05220 - Motor Vehicle Mechanic Helper		18.30
05250 - Motor Vehicle Upholstery Worker		20.60

05280 - Motor Vehicle Wrecker	21.67
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	21.67
05370 - Tire Repairer	17.20
05400 - Transmission Repair Specialist	23.65
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.38
07041 - Cook I	21.26
07042 - Cook II	23.46
07070 - Dishwasher	14.85***
07130 - Food Service Worker	14.97***
07210 - Meat Cutter	23.19
07260 - Waiter/Waitress	15.68***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.20
09040 - Furniture Handler	15.08***
09080 - Furniture Refinisher	21.52
09090 - Furniture Refinisher Helper	17.52
09110 - Furniture Repairer, Minor	19.61
09130 - Upholsterer	23.12
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.91***
11060 - Elevator Operator	15.36***
11090 - Gardener	23.28
11122 - Housekeeping Aide	18.16
11150 - Janitor	18.16
11210 - Laborer, Grounds Maintenance	18.84
11240 - Maid or Houseman	16.64
11260 - Pruner	17.33
11270 - Tractor Operator	21.89
11330 - Trail Maintenance Worker	18.84
11360 - Window Cleaner	19.70
12000 - Health Occupations	
12010 - Ambulance Driver	24.70
12011 - Breath Alcohol Technician	26.13
12012 - Certified Occupational Therapist Assistant	30.96
12015 - Certified Physical Therapist Assistant	32.37
12020 - Dental Assistant	25.31
12025 - Dental Hygienist	46.37
12030 - EKG Technician	38.43
12035 - Electroneurodiagnostic Technologist	38.43
12040 - Emergency Medical Technician	24.70
12071 - Licensed Practical Nurse I	23.37
12072 - Licensed Practical Nurse II	26.13
12073 - Licensed Practical Nurse III	29.13
12100 - Medical Assistant	22.38
12130 - Medical Laboratory Technician	28.67
12160 - Medical Record Clerk	24.32
12190 - Medical Record Technician	31.90
12195 - Medical Transcriptionist	21.41
12210 - Nuclear Medicine Technologist	46.81
12221 - Nursing Assistant I	13.16***
12222 - Nursing Assistant II	14.79***
12223 - Nursing Assistant III	16.14***
12224 - Nursing Assistant IV	18.11
12235 - Optical Dispenser	27.53
12236 - Optical Technician	20.49
12250 - Pharmacy Technician	20.80
12280 - Phlebotomist	21.57
12305 - Radiologic Technologist	37.57
12311 - Registered Nurse I	31.18
12312 - Registered Nurse II	40.19

12313 - Registered Nurse II, Specialist	40.19
12314 - Registered Nurse III	48.63
12315 - Registered Nurse III, Anesthetist	48.63
12316 - Registered Nurse IV	58.29
12317 - Scheduler (Drug and Alcohol Testing)	32.38
12320 - Substance Abuse Treatment Counselor	23.54
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.17
13012 - Exhibits Specialist II	27.46
13013 - Exhibits Specialist III	33.59
13041 - Illustrator I	24.09
13042 - Illustrator II	29.83
13043 - Illustrator III	36.50
13047 - Librarian	37.13
13050 - Library Aide/Clerk	18.12
13054 - Library Information Technology Systems Administrator	33.53
13058 - Library Technician	23.73
13061 - Media Specialist I	24.19
13062 - Media Specialist II	27.06
13063 - Media Specialist III	30.17
13071 - Photographer I	19.21
13072 - Photographer II	21.48
13073 - Photographer III	26.61
13074 - Photographer IV	32.55
13075 - Photographer V	39.39
13090 - Technical Order Library Clerk	22.75
13110 - Video Teleconference Technician	29.63
14000 - Information Technology Occupations	
14041 - Computer Operator I	23.85
14042 - Computer Operator II	26.69
14043 - Computer Operator III	29.74
14044 - Computer Operator IV	33.06
14045 - Computer Operator V	36.61
14071 - Computer Programmer I	(see 1) 26.93
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	23.85
14160 - Personal Computer Support Technician	33.06
14170 - System Support Specialist	45.66
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.72
15020 - Aircrew Training Devices Instructor (Rated)	43.22
15030 - Air Crew Training Devices Instructor (Pilot)	51.80
15050 - Computer Based Training Specialist / Instructor	35.72
15060 - Educational Technologist	37.69
15070 - Flight Instructor (Pilot)	51.80
15080 - Graphic Artist	34.96
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	49.32
15086 - Maintenance Test Pilot, Rotary Wing	49.32
15088 - Non-Maintenance Test/Co-Pilot	49.32
15090 - Technical Instructor	30.03
15095 - Technical Instructor/Course Developer	36.73
15110 - Test Proctor	24.23
15120 - Tutor	24.23
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	15.58***
16030 - Counter Attendant	15.58***

16040 - Dry Cleaner	17.80
16070 - Finisher, Flatwork, Machine	15.58***
16090 - Presser, Hand	15.58***
16110 - Presser, Machine, Drycleaning	15.58***
16130 - Presser, Machine, Shirts	15.58***
16160 - Presser, Machine, Wearing Apparel, Laundry	15.58***
16190 - Sewing Machine Operator	18.54
16220 - Tailor	19.28
16250 - Washer, Machine	16.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.74
19040 - Tool And Die Maker	30.09
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.53
21030 - Material Coordinator	28.85
21040 - Material Expediter	28.85
21050 - Material Handling Laborer	18.05
21071 - Order Filler	17.06
21080 - Production Line Worker (Food Processing)	19.53
21110 - Shipping Packer	19.26
21130 - Shipping/Receiving Clerk	19.26
21140 - Store Worker I	15.38***
21150 - Stock Clerk	19.52
21210 - Tools And Parts Attendant	19.53
21410 - Warehouse Specialist	19.53
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.24
23019 - Aircraft Logs and Records Technician	32.10
23021 - Aircraft Mechanic I	36.76
23022 - Aircraft Mechanic II	38.24
23023 - Aircraft Mechanic III	39.77
23040 - Aircraft Mechanic Helper	28.68
23050 - Aircraft, Painter	35.21
23060 - Aircraft Servicer	32.10
23070 - Aircraft Survival Flight Equipment Technician	35.21
23080 - Aircraft Worker	33.67
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.67
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	36.76
23110 - Appliance Mechanic	27.66
23120 - Bicycle Repairer	18.92
23125 - Cable Splicer	45.06
23130 - Carpenter, Maintenance	29.57
23140 - Carpet Layer	33.87
23160 - Electrician, Maintenance	36.50
23181 - Electronics Technician Maintenance I	29.92
23182 - Electronics Technician Maintenance II	31.31
23183 - Electronics Technician Maintenance III	32.68
23260 - Fabric Worker	30.06
23290 - Fire Alarm System Mechanic	35.08
23310 - Fire Extinguisher Repairer	28.57
23311 - Fuel Distribution System Mechanic	39.95
23312 - Fuel Distribution System Operator	33.15
23370 - General Maintenance Worker	24.52
23380 - Ground Support Equipment Mechanic	36.76
23381 - Ground Support Equipment Servicer	32.10
23382 - Ground Support Equipment Worker	33.67
23391 - Gunsmith I	28.57
23392 - Gunsmith II	31.53
23393 - Gunsmith III	34.43
23410 - Heating, Ventilation And Air-Conditioning	30.94

Mechanic	
23411 - Heating, Ventilation And Air Contidioning	32.18
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	34.21
23440 - Heavy Equipment Operator	32.19
23460 - Instrument Mechanic	29.98
23465 - Laboratory/Shelter Mechanic	32.98
23470 - Laborer	18.05
23510 - Locksmith	29.07
23530 - Machinery Maintenance Mechanic	30.13
23550 - Machinist, Maintenance	28.39
23580 - Maintenance Trades Helper	21.55
23591 - Metrology Technician I	29.98
23592 - Metrology Technician II	31.19
23593 - Metrology Technician III	32.44
23640 - Millwright	29.76
23710 - Office Appliance Repairer	27.28
23760 - Painter, Maintenance	26.92
23790 - Pipefitter, Maintenance	37.82
23810 - Plumber, Maintenance	36.23
23820 - Pneudraulic Systems Mechanic	34.43
23850 - Rigger	31.76
23870 - Scale Mechanic	31.53
23890 - Sheet-Metal Worker, Maintenance	32.12
23910 - Small Engine Mechanic	26.46
23931 - Telecommunications Mechanic I	37.51
23932 - Telecommunications Mechanic II	39.55
23950 - Telephone Lineman	47.72
23960 - Welder, Combination, Maintenance	26.04
23965 - Well Driller	31.52
23970 - Woodcraft Worker	34.43
23980 - Woodworker	28.57
24000 - Personal Needs Occupations	
24550 - Case Manager	17.84
24570 - Child Care Attendant	15.04***
24580 - Child Care Center Clerk	18.75
24610 - Chore Aide	16.82
24620 - Family Readiness And Support Services	17.84
Coordinator	
24630 - Homemaker	19.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	37.68
25040 - Sewage Plant Operator	29.77
25070 - Stationary Engineer	37.68
25190 - Ventilation Equipment Tender	29.39
25210 - Water Treatment Plant Operator	29.77
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.46
27007 - Baggage Inspector	18.65
27008 - Corrections Officer	37.45
27010 - Court Security Officer	33.88
27030 - Detection Dog Handler	20.86
27040 - Detention Officer	37.45
27070 - Firefighter	31.57
27101 - Guard I	18.65
27102 - Guard II	20.86
27131 - Police Officer I	33.25
27132 - Police Officer II	36.96
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.26
28042 - Carnival Equipment Repairer	19.42
28043 - Carnival Worker	14.49***

28210 - Gate Attendant/Gate Tender	18.47
28310 - Lifeguard	14.45***
28350 - Park Attendant (Aide)	20.66
28510 - Recreation Aide/Health Facility Attendant	15.07***
28515 - Recreation Specialist	25.59
28630 - Sports Official	16.45
28690 - Swimming Pool Operator	21.43
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.83
29020 - Hatch Tender	29.83
29030 - Line Handler	29.83
29041 - Stevedore I	28.44
29042 - Stevedore II	31.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	46.19
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	31.86
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	35.08
30021 - Archeological Technician I	21.96
30022 - Archeological Technician II	24.57
30023 - Archeological Technician III	30.43
30030 - Cartographic Technician	30.43
30040 - Civil Engineering Technician	29.49
30051 - Cryogenic Technician I	33.47
30052 - Cryogenic Technician II	36.97
30061 - Drafter/CAD Operator I	21.96
30062 - Drafter/CAD Operator II	24.57
30063 - Drafter/CAD Operator III	27.39
30064 - Drafter/CAD Operator IV	33.70
30081 - Engineering Technician I	17.29
30082 - Engineering Technician II	19.42
30083 - Engineering Technician III	21.74
30084 - Engineering Technician IV	26.93
30085 - Engineering Technician V	32.93
30086 - Engineering Technician VI	39.69
30090 - Environmental Technician	30.43
30095 - Evidence Control Specialist	30.22
30210 - Laboratory Technician	28.24
30221 - Latent Fingerprint Technician I	37.06
30222 - Latent Fingerprint Technician II	40.94
30240 - Mathematical Technician	36.82
30361 - Paralegal/Legal Assistant I	20.44
30362 - Paralegal/Legal Assistant II	25.32
30363 - Paralegal/Legal Assistant III	30.97
30364 - Paralegal/Legal Assistant IV	37.46
30375 - Petroleum Supply Specialist	36.97
30390 - Photo-Optics Technician	30.43
30395 - Radiation Control Technician	36.97
30461 - Technical Writer I	35.08
30462 - Technical Writer II	42.92
30463 - Technical Writer III	51.92
30491 - Unexploded Ordnance (UXO) Technician I	29.36
30492 - Unexploded Ordnance (UXO) Technician II	35.52
30493 - Unexploded Ordnance (UXO) Technician III	42.57
30494 - Unexploded (UXO) Safety Escort	29.36
30495 - Unexploded (UXO) Sweep Personnel	29.36
30501 - Weather Forecaster I	33.70
30502 - Weather Forecaster II	41.00
30620 - Weather Observer, Combined Upper Air Or (see 2)	27.39
Surface Programs	
30621 - Weather Observer, Senior (see 2)	30.43
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	35.52

31020 - Bus Aide	20.30
31030 - Bus Driver	26.39
31043 - Driver Courier	21.04
31260 - Parking and Lot Attendant	15.55***
31290 - Shuttle Bus Driver	19.16
31310 - Taxi Driver	16.57
31361 - Truckdriver, Light	22.38
31362 - Truckdriver, Medium	23.55
31363 - Truckdriver, Heavy	24.34
31364 - Truckdriver, Tractor-Trailer	24.34
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.32
99030 - Cashier	14.39***
99050 - Desk Clerk	14.88***
99095 - Embalmer	39.85
99130 - Flight Follower	29.36
99251 - Laboratory Animal Caretaker I	18.30
99252 - Laboratory Animal Caretaker II	19.47
99260 - Marketing Analyst	36.92
99310 - Mortician	39.85
99410 - Pest Controller	22.46
99510 - Photofinishing Worker	20.42
99710 - Recycling Laborer	23.71
99711 - Recycling Specialist	27.54
99730 - Refuse Collector	21.86
99810 - Sales Clerk	14.84***
99820 - School Crossing Guard	15.51***
99830 - Survey Party Chief	31.74
99831 - Surveying Aide	21.00
99832 - Surveying Technician	28.86
99840 - Vending Machine Attendant	18.57
99841 - Vending Machine Repairer	21.99
99842 - Vending Machine Repairer Helper	18.57

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

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

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

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

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

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is

utilized.

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the ""Service Contract Act Directory of

Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

History

- May 09, 20232015-4035 - Revision 24
- Dec 27, 20222015-4035 - Revision 23
- Jun 27, 20222015-4035 - Revision 22
- Apr 19, 20222015-4035 - Revision 21
- Mar 15, 20222015-4035 - Revision 20
- Dec 27, 20212015-4035 - Revision 19
- Oct 20, 20212015-4035 - Revision 18
- Jul 21, 20212015-4035 - Revision 17
- Apr 08, 20212015-4035 - Revision 16
- Dec 21, 20202015-4035 - Revision 15
- Apr 09, 20202015-4035 - Revision 14
- Dec 23, 20192015-4035 - Revision 13
- Jul 16, 20192015-4035 - Revision 12
- Apr 25, 20192015-4035 - Revision 11
- Mar 18, 20192015-4035 - Revision 10
- Dec 26, 20182015-4035 - Revision 9
- Jul 03, 20182015-4035 - Revision 8
- Jun 26, 20182015-4035 - Revision 7
- Jan 10, 20182015-4035 - Revision 6
- Dec 26, 20172015-4035 - Revision 5
- Jul 25, 20172015-4035 - Revision 4
- Jun 23, 20172015-4035 - Revision 3
- Dec 30, 20162015-4035 - Revision 2
- Dec 12, 20162015-4035 - Revision 1