


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER F6K3SG3063A001		PAGE 1 OF 51	
2. CONTRACT NO. W50S9J23P0003		3. AWARD/EFFECTIVE DATE 13-Mar-2023		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
8. OFFER DUE DATE/LOCAL TIME							
9. ISSUED BY  USPFO WV 130 MISSION SUPPORT CONTRACTING 1679 COONSKIN DR UNIT 36 CHARLESTON WV 25311-1023  TEL: FAX:		CODE W50S9J		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 722310 SIZE STANDARD: \$47,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 Days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO  F6K3SG 130TH SVS JESSICA MULLINS 1679 COONSKIN DR CHARLESTON WV 25311		CODE F6K3SG		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/ OFFEROR  TONYS KING OF STEAKS INC JAMES A. NELSON 11 PASS RD GULFPORT MS 39507-3202 TELEPHONE NO. 228-547-5939		CODE 6RTZ4  FACILITY CODE		18a. PAYMENT WILL BE MADE BY  DFAS-LIMESTONE-F87700 DFAS DEAMS 27 ARKANSAS RD LIMESTONE ME 04751-6216			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>							
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$7,600.00</b>	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
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.  REF: Quote - Tony's King of Steaks				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: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) JAMES A. NELSON (or other authorized rep) Tony's King of Steaks, Inc.		30c. DATE SIGNED  March 13, 2023		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MSGT ROBERT A BARKER / CONTRACTING OFFICER  TEL: 304-341-6292 EMAIL: robert.barker.9@us.af.mil		31c. DATE SIGNED  13-Mar-2023	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 51	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <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					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FLARE CRTC Food Services FFP Food Services for FLARE Exercise at Gulfport CRTC, MS. See attached Statement of Work (SOW) for further details. FOB: Destination MILSTRIP: F6K3SG3063A00101 MFR PART NR: Food Services PURCHASE REQUEST NUMBER: F6K3SG3063A001 SIGNAL CODE: A PSC CD: S203	1	Job	\$7,600.00	\$7,600.00
NET AMT					\$7,600.00
ACRN AA CIN: 00000000000008735231					\$7,600.00

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 28-MAR-2023 TO 01-APR-2023	N/A	F6K3SG 130TH SVS JESSICA MULLINS 1679 COONSKIN DR CHARLESTON WV 25311 304-341-6153 FOB: Destination	F6K3SG

## ACCOUNTING AND APPROPRIATION DATA

AA: 5733840 583 41K8 374100 01 61950 54332F 387700 F87700

AMOUNT: \$7,600.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	00000000000008735231	\$7,600.00

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.252-4	Alterations in Contract	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	JAN 2023
252.243-7001	Pricing Of Contract Modifications	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

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 (DEC 2022)

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

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

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

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

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

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

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

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

\_\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

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

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

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

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

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

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

XXX (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).

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

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

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

\_\_\_\_ (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).

\_\_\_\_ (13) [Reserved]

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

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

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

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

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

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

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

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

- \_\_\_\_ (iv) Alternate III (JUN 2020) of 52.219-9.
- \_\_\_\_ (v) Alternate IV (SEP 2021) of 52.219-9.
- \_\_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-13.
- \_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- \_\_\_\_ (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-28.
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- \_\_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- \_\_\_\_ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- XXX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- xxx (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- XXX
- XXX (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- \_\_\_\_ (ii) Alternate I (FEB 1999) of 52.222-26.
- XXX (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-35.
- XXX (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- \_\_\_\_ (ii) Alternate I (JUL 2014) of 52.222-36.
- \_\_\_\_ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- \_\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- XXX (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (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.)

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

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

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

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

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

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

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

\_\_\_\_ (ii) Alternate I (JUN 2014) of 52.223-14.

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

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

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

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

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

\_\_\_\_ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

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

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

XXX (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

\_\_\_\_ (ii) Alternate I (OCT 2022) of 52.225-1.

\_\_\_\_ (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).

\_\_\_\_ (ii) Alternate I [Reserved].

\_\_\_\_ (iii) Alternate II (DEC 2022) of 52.225-3.

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

\_\_\_\_ (v) Alternate IV (OCT 2022) of 52.225-3.

XXX (50) 52.225-5, Trade Agreements (DEC 2022) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

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

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

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

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

\_\_\_\_ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

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

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

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

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

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

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

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

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

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

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

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

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

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is 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.

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

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

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

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

(End of clause)

## 52.252-2 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](http://www.acquisition.gov)

(End of clause)

## 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 **DFARS** (48 CFR **200**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (JAN 2023)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <https://www.acq.osd.mil/asda/dpc/ce/ds/unique-id.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
NONE	.....

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
NONE	.....

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial products or commercial services.

(End of clause)

#### PERFORMANCE WORK STATEMENT

# **FOOD SERVICES PERFORMANCE WORK STATEMENT (PWS) 28 MAR- 01 APR 23**

**UPDATED: 23 FEB 23**

## **FOOD SERVICE PROGRAM ROLES AND RESPONSIBILITIES**

The revamped **Air Force (AF) Food Service Program** is a feeding concept the AF introduced in 2010, shifting how food is delivered to today's Airmen. Airmen are provided greater variety, availability, food quality, revamped menu options, healthier selections, new aesthetic dining facility serveries, increased operating hours, speed of service, and an overall better dining experience. The following regulations govern the *AF Food Service Program*: *AFMAN 34-240 Food Service Program Management*, *AFI 48-116 Food Safety Program*, *AFI 63-138 Acquisition of Services*, *Food 2.0 Handbook* and *Tri-Service Food Code*. The **AF Dining Facility (DFAC)** should consists of an A La Carte

service for dine-in or carryout meals; providing flight meals to aircrew and passengers and to ground crew personnel in support of the mission on a 24-hour basis. This feeding capability remains the responsibility of the **Installation Commander**. The **Base Contracting Officer** negotiate and enforce those requirements upon assignment of contract. The **Services Division Chief** oversee the Food Service program and ensure CRTC Gulfport maintains the training support capability. The **Food Service Section Chief (FSSC)** remains the focal point for the DFAC and maintains overall responsibility for daily operations and management. FSSC is also the **Contracting Officer Representative (COR)** ensuring standards are met in accordance with (IAW) approved Performance Work Statement. The **DFAC Manager** maintains a critical position within an AF Food Service operation. In conjunction with the FSSC, all aspects of a DFAC operation is their responsibility. The DFAC manager will also provide feedback as to the performance of assigned contractors. **Public Health (PH)**, per AF regulations, inspect multiple departments on installations; food service being one, holds food operations to the highest standard to ensure safe practices are being performed to prevent food borne illnesses. **Contractors** are utilized to backfill the absence of military personnel to meet government requirements. If awarded a contract, Contractors are required to follow all local and government standards and will be evaluated by the Food Service COR on compliance with standards, time management and quality of work. The **Executive Chef/PIC** plays a vital and significant role in the success of the overall food service operation. Along with the DFAC Manager, the Executive Chef is at the forefront to ensure the menus, recipes, and serving standards are followed and high-quality menu items are provided to customers every day, every meal. The Executive Chef/PIC manages overall kitchen operations by scaling recipes to meet headcounts, ensuring progressive cooking techniques are followed, making sure proper serving sizes are provided to DFAC customers which plays a critical role in the Production Log process. (Attachment 3)

**1.0 DESCRIPTION OF SERVICES.** The Contractor shall furnish all personnel and supervision necessary to prepare and serve meals during execution of **FLARE exercise** at Gulfport CRTC, MS dining facility for the period of 28 March 2023 through 01 April 2023 IAW local and Air Force Food Services regulations, standards, specifications, schedules, and attachments.

1.1 The government will furnish all food items and equipment for food production.

1.2 The government will provide a menu in IAW Preface to the Air Force 28-Day World Wide Menu/Production Log Sheet (Attachment 3). The Contractor is required to verify all food, beverage and equipment are in place/operational to perform work at least 24 hours in advance between the hours of 0400-1900. Dependent of Hours of Operation. Hours will be different each day.

1.3 The contractor will prep, prepare, cook, and serve meals at Gulfport CRTC, MS food service facility bldg. 160. All food must be in the proper warmer/cooler or serving line no later than 10 minutes prior to scheduled meal times unless otherwise directed. The PIC will enforce cleaning of all dishes, utensils, and equipment used to prepare and serve all meals; to include, kitchen and dining areas before, during and after each meal while maintaining quality control IAW Tri-Service Food Code, Food 2.0 Handbook, AFMAN 34-240 Food Service Program Management and AFI 48-116 Food Safety Program.

1.4 The contractor will comply with Preface to the United States Air Force Worldwide Menu and provide the following meals at the dates and times below:

1.4.1 Meals (Breakfast/Lunch/Dinner)

Time: Tuesday (B) 0600-0730, (L) 1100-1230, (D) 1630-1800  
Wednesday (B) 0630-0730, (L) 1030-1230, (D) 1630-1800  
Thursday (B) 0530-0730, (L) no lunch, (D) 1730-1900  
Friday (B) 0530-0700, (L) 1200-1330, (D) no dinner  
Saturday (B) 0530-0730

Estimated Patrons: 400-450

Meals per date:

28 March: B,L,D  
29 March: B,L,D  
30 March: B,D  
31 March: B,L  
01 April: B

1.4.1.1 The contractor will provide meals IAW the following composition (or similar):

Breakfast:

- French Toast
- Sausage/bacon (Two meats)
- Eggs
- Hash brown
- Fruit (Two selection)
- Juice/Coffee/Milk (All selections on cold bar)
- Assorted Cereal (Two selections)

Lunch/Dinner:

- Tea, juice, or soft drinks (any two combination)
- Two different meat/entrée option (Hotline)
- Two vegetables (Hotline)
- One Starch (Hotline)
- One Gravy (Hotline)
- Salad Bar (Two types of green leaf and 8 toppings)
- One Bread
- One Dessert

1.5 All food/meals will remain property of the Gulfport CRTC, MS. The contractor will not remove food or beverages from the base. Leftover meals/servings will be verified by the PIC and DFAC Manager and annotated on Production Logs and must match the number of meals ordered/prepared minus the number of meals served. All leftovers will be properly labelled and stored IAW *Tri-Service Food Code 3-501.110*. Any shortages identified in servings will be deducted from the contractor payment. The PIC must take all necessary measures to guarantee that the projected meal count for servings is met and oversee progressively prepare food items to ensure optimum freshness, flavor, color, texture, and nutritional value. The contractor will work with the DFAC Manager to make any adjustments to meals prepared to match daily headcount (Approximately 450-600 meals per day).

1.6 During the meal period at least one serving line must be set-up and ready for serving no later than 10 minutes prior to each scheduled meal 28 March 2023 (B) 0600-0730, (L) 1100-1230, (D) 1630-1800, 29 March 2023 (B) 0630-0730, (L) 1030-1230, (D) 1630-1800, 30 March 2023 (B) 0530-0730, no lunch required, (D) 1730-1900, 31 March 2023 (B) 0530-0700, (L) 1200-1330, (D) no dinner required, 01 April 2023 (B) 0530-0730 and will remain open throughout the meal period unless otherwise directed. Contractors will clean the serving line as they go and will ensure serving pans are changed as needed throughout the meal period.

1.7 Contractor will assign one person to the salad bar to setup 10 minutes prior to opening, monitor and refresh during the meal. Salad bar will require clean as you go service.

1.8 The PIC will provide the original Production Logs and AF Form 79 Headcount Sheets to the DFAC Manager or NCOIC by close of business each day. The AF Form 79 will be provided by the Services ANG staff from the 130<sup>th</sup> Airlift Wing.

1.9 Menu Boards. Post and maintain all menus at entrance in information board or TV monitor. Post menu at the entrance to the DFAC for all meals before the start of the breakfast meal. Post menu within 5 minutes of notification.

1.10 Quality Control Program. The Contractor shall establish, through an independent function, a quality program, which shall encompass all aspects of the contract.

## **2.0 SPECIFICATIONS.**

### **2.1 Personnel:**

2.1.1 The contractor will furnish supervisory, administrative and direct labor personnel to accomplish all work required.

2.1.2 Contractor must identify on-site supervisory/PIC prior to scheduled work, that person must be on site during scheduled work day.

2.1.2 All contract employees performing work under this contract shall be employees of the contractor at all times and are not considered employees of the government.

2.1.3 The contractor will provide a copy of the PIC serve safe and food handler's certification or civilian equivalent to the FSSC prior to the awarding of this contract. (IAW Tri-Service Food Code, 2-102.20 Food Protection Manager Certification) All contract laborers will, at the least, hold food handler's certification.

2.1.4 The contractor will ensure that personnel have proper identification for entry onto the CRTC base. This includes providing an entry authorization list (EAL) of all employees who will be permitted on base. The EAL must be submitted to the FSSC no later than a week prior to arrival. All employees are encouraged to car-pool as their vehicles are subject to be searched, and they must have proper registration and proof of insurance in order to be allowed onto the base. All employees must have a picture ID to gain access on base, or the employer will remain at the gate entrance until the PIC can identify them and the PIC must bring picture ID.

2.1.5 Ensure compliance with the requirements Air Force Manual 48-147 IP Tri-Service Food Code. Agree to allow Public Health access to the food establishment and/or provide a copy of the last Public Health Food Safety Inspection report to Gulfport CRTC Public Health office. The Public Health Food Safety and Sanitation report must have been conducted within 12 months and pass Public Health Food Safety Inspection report.

### **2.2 Contractor Supervision/PIC:**

2.2.1 Any attendant supervisor/PIC, designated in writing to act on the contractor's behalf, shall be present during all hours when contract employees are working.

2.3 Personal Hygiene: The contractor shall ensure the contract employees meet the following sanitation requirements:

2.3.1 Personnel shall wash their hands in a hand washing sink upon reporting for work for at least 20 seconds, then again before donning their gloves, immediately after visiting a lavatory, after coughing, sneezing or using a handkerchief, after smoking, taking a break and after switching between tasks, after handling raw meat, poultry, garbage, or soiled items.

2.3.2 Personnel shall remove wristwatches, bracelets, earrings, cell phones/pagers and rings before and during duty hours.

2.3.3 Personnel's fingernails shall be kept trimmed, filed and maintained so the edges and surfaces are clean and not rough and should be no more than ¼ inch above the fingertip. No fingernail polish, artificial nails, or fingernail jewelry when working with exposed food.

2.3.4 Personnel shall not smoke, or use tobacco in any form, except during break periods in designated areas.

2.3.5 Personnel shall not consume food items/beverages in any form while on the serving line or in any food prep areas. Contract personnel will be responsible for providing meals for themselves on their own time outside of set serving hours.

2.3.6 Personnel shall wear beard restraints and be worn proper to keep hair and sweat from contacting exposed food.

2.3.7 Personnel shall properly wear acceptable head covers (hats, caps, and hairnets) to prevent loose hair and sweat from contacting exposed food or food contact surfaces.

2.3.8 Personnel shall wear appropriate clothing that is well fitted, laundered and repaired. The contractor will furnish work attire that is uniformed. Shoes shall be of sturdy construction and shall cover the feet to meet sanitation and safety requirements. No open-toe shoes, sandals or sleeveless blouses/shirts are allowed.

2.3.9 PIC will ensure customer comment cards are available for all patrons and knowledgeable about completing the ICE survey online

2.4 Use of Alcoholic Beverages/Drugs: The use of alcoholic beverages or illegal drugs by contract personnel while on duty is strictly forbidden. Any violation shall be cause for immediate removal of the offender(s) by the PIC from further work. Removal of employees for such cause does not relieve the contractor of the requirement to provide sufficient personnel to adequately perform services.

2.5 Use of Tobacco: The use of tobacco products by the contractor personnel while on break will be confined to those areas designated by the government as smoking areas.

2.6 Loitering: Contract personnel shall not loiter in any working or patron area. Upon satisfactory completion of their assigned shift and after being released by their PIC, employees shall promptly depart from the dining facility and from the ANG base.

2.7 RESERVED

### **3.0 RESERVED.**

### **4.0 ANTITERRORISM/OPERATIONS SECURITY/INFORMATION PROTECTION:**

4.1 Access and General Protection/Security Policy and Procedures. This standard language is for contractor employees with an area of performance within Government controlled installation, facility, or area. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DOD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

4.2 For Contractors that do not require CAC, but require access to a DoD Facility and/or Installation. Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 31-101 and AFI 10-245), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

4.3 AT Level I Training. This standard language is for contractor employees with an area of performance within a Government controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to Government Installations, Facilities and Controlled Access areas shall complete AT Level I awareness training within 10 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Certificates of completion for each affected contractor employee and subcontractor employee will be maintained by the COR or Antiterrorism Representative. AT level I Awareness Training is available through <https://jkodirect.jten.mil/Atlas2/page/login/Login.jsf>

**5.0 QUALITY ASSURANCE.** The government shall monitor the contractor's performance under this contract using the following procedures:

5.1 The Public Health office, FSSC or DFAC manager, acting as a Quality Assurance Evaluator (QAE), inspects for compliance with contract terms and/or uses Attachment 1, *Mess Attendant Quality Assurance Checklist* and Attachment 2, *Food Operation Inspection Report*. If any of the food preparation equipment and/or areas is not up to cleanliness standards, these problems will be corrected on the spot. If any of the services performed do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in the services cannot be corrected by re-performance, the Government may require the contractor to take necessary action to ensure that future performance conforms to contract requirements. If the contractor fails to promptly perform the services again or take the action necessary to ensure future performance conforms to contract requirements it may result in termination of the contract for default.

**6.0 LIST OF ATTACHMENTS.** **Attachment 1:** Mess Attendant's Quality Assurance Checklist, **Attachment 2:** DD Form 2973 Food Operation Inspection Report, **Attachment 3:** Production Log Example A and **Attachment 4:** COVID-19 Pandemic Screening Questionnaire

## **Attachment 1**

### **Mess Attendants Quality Assurance Checklist:**

This checklist is to be completed and initialed by the PIC each day before the contractor departs.

- \_\_\_\_\_ Contract supervisor provided names of attendants working in writing.
- \_\_\_\_\_ Attendants meet uniform requirements, i.e. Nametags, shirts identical and uniformed.
- \_\_\_\_\_ Attendants meet sanitary standards (i.e. nails, hats, facial hair, non-tobacco and gum use).
- \_\_\_\_\_ All areas cleaned (swept, mopped and vacuumed) prior, during and after meal period.
- \_\_\_\_\_ All serving line items, condiments, utensils, silverware, trays, and glasses kept stocked/replenished to avoid customer wait.
- \_\_\_\_\_ Dining room tables, booths, and seats are cleaned as patrons leave.
- \_\_\_\_\_ Food and beverage spills on floors, counters, or elsewhere in serving line or dining area cleaned within four minutes and "wet floor" sign used until dry then removed.
- \_\_\_\_\_ Clean and sanitize tableware and trays to meet requirements.
- \_\_\_\_\_ All utensils and required items set up prior to meal in salad bar, desserts, and drinks areas and replenished as needed during the meal in a timely manner for customer satisfaction.
- \_\_\_\_\_ All windows and doors with glass and stainless steel equipment cleaned and free from streaking.
- \_\_\_\_\_ Clean all food prep tables as you go and at the end of each meal period or when contamination occurs.
- \_\_\_\_\_ All work areas/equipment used will be cleaned as you go with a sanitizing agent.
- \_\_\_\_\_ All sinks are cleaned and sanitized.
- \_\_\_\_\_ Entrances, sidewalks and loading zones are swept free of debris and dumpster area is free from debris.
- \_\_\_\_\_ Dishes, utensils and kitchen equipment pass random inspection for sanitation and cleanliness.
- \_\_\_\_\_ All kitchen and dining area floors have been swept and mopped.
- \_\_\_\_\_ Tables, chairs, napkins, salt & pepper, and equipment have been put away.
- \_\_\_\_\_ Ice cream machine has been cleaned/sanitized and all parts are put back in place.
- \_\_\_\_\_ All garbage has been taken to the dumpster and all trash containers have been cleaned/sanitized.
- \_\_\_\_\_ Utility closet is cleaned and neatly arranged; mops are rinsed then hung to dry; mop bucket emptied and cleaned then turned upside down.

\*This is a checklist only and is not all inclusive of all duties/responsibilities. Tri-Service Food Code must be followed and any discrepancies must be corrected on the spot\*

ATTACHMENT 2 pg.1  
FOOD OPERATION INSPECTION REPORT

FOOD OPERATION INSPECTION REPORT																																																																																																																																																																																																																																																	
(Read instructions in the Tri-Service Food Code, Appendix E, before completing this form)																																																																																																																																																																																																																																																	
1. FACILITY NAME		2. FACILITY ADDRESS			3. INSTALLATION		4. DATE (YYYYMMDD)																																																																																																																																																																																																																																										
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6. INSPECTOR		a. NAME AND RANK			b. PHONE		c. E-MAIL																																																																																																																																																																																																																																										
d. UNIT/ORGANIZATION				7. START TIME		8. END TIME		Various timeframes																																																																																																																																																																																																																																									
9. PERSON IN CHARGE (PIC)		a. FULL NAME			b. PHONE		c. OFFICIAL E-MAIL																																																																																																																																																																																																																																										
10. NUMBER AND TYPE OF VIOLATIONS		a. Critical		11. INSPECTION RATING (X one)		Fully Compliant		Substantially Compliant		Partially Compliant																																																																																																																																																																																																																																							
		b. Non-critical				Non-Compliant (Provide date scheduled for follow-up)		Follow-up date																																																																																																																																																																																																																																									
12. COMPLIANCE STATUS (Numbered items and specified provisions noted with an asterisk * indicates a CRITICAL deficiency) Mark "X" in the box to indicate the provision was NOT in compliance; circle N/O for items not observed or N/A for not applicable. Where multiple provisions are included in the item description, only mark the CRITICAL provision if non-compliant. An unmarked item indicates all provisions within the grouping are fully compliant. For items that are OUT of compliance, Mark "X" in the appropriate box for COS (corrected on-site during the inspection) and R (repeat violation from previous inspection.)																																																																																																																																																																																																																																																	
<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th>Item</th> <th>Supervision and Training</th> <th>COS</th> <th>R</th> <th>Item</th> <th>Temperature Control</th> <th>COS</th> <th>R</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Person in charge (PIC) is present; demonstrates knowledge <input type="checkbox"/> 2-101.11*; <input type="checkbox"/> 2-102.11*</td> <td></td> <td></td> <td>26</td> <td>N/A N/O Approved thawing &amp; slacking methods for frozen PHFs</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>PIC &amp; employees: duties; training <input type="checkbox"/> 2-201.11(A)*</td> <td></td> <td></td> <td>27*</td> <td>N/A N/O Proper cooking &amp; reheating time and temperature</td> <td></td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center;">Health and Hygiene</td> <td>28</td> <td>N/A N/O Fruits &amp; vegetables properly cooked for hot holding</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Hand wash facilities: supplied, accessible, used</td> <td></td> <td></td> <td>29*</td> <td>N/A N/O Proper cooling time and temperature</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>N/O Hands clean; properly washed <input type="checkbox"/> 2-301.11*; <input type="checkbox"/> 2-301.12*; <input type="checkbox"/> 2-301.14*</td> <td></td> <td></td> <td>30</td> <td>N/A Proper cooling methods; adequate equipment</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>Ill employee reporting, restriction, exclusion <input type="checkbox"/> 2-201.11*; <input type="checkbox"/> 2-201.12*; <input type="checkbox"/> 2-201.13*</td> <td></td> <td></td> <td>31*</td> <td>N/A N/O Proper hot holding temperature</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>N/A N/O Bare hand/arm contact with food <input type="checkbox"/> 3-301.11*</td> <td></td> <td></td> <td>32*</td> <td>N/A Proper cold holding temperature</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td>Personal cleanliness: clothing; hair restraint; jewelry</td> <td></td> <td></td> <td>33*</td> <td>N/A Consumer Advisory for raw/undercooked foods</td> <td></td> <td></td> </tr> <tr> <td>8</td> <td>N/O Eating, drinking, tobacco use in food prep &amp; service areas; proper tasting procedures <input type="checkbox"/> 3-301.12*</td> <td></td> <td></td> <td>34</td> <td>N/A Time as public health control; variance procedures <input type="checkbox"/> 3-501.19*; <input type="checkbox"/> 3-502.11*; <input type="checkbox"/> 8-103.12*</td> <td></td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center;">Food Source, Identification, Condition</td> <td colspan="4" style="text-align: center;">Utensils and Equipment</td> </tr> <tr> <td>9*</td> <td>Food &amp; water from approved sources</td> <td></td> <td></td> <td>35</td> <td>N/A Thermometers provided and accurate</td> <td></td> <td></td> </tr> <tr> <td>10*</td> <td>Food in good condition, safe, &amp; unadulterated; receipt temperature</td> <td></td> <td></td> <td>36</td> <td>N/A In-use utensils properly stored between use</td> <td></td> <td></td> </tr> <tr> <td>11</td> <td>N/A N/O Required records available: shellstock tags <input type="checkbox"/> 3-202.18*; <input type="checkbox"/> 3-203.12*; parasite destruction <input type="checkbox"/> 3-402.11*</td> <td></td> <td></td> <td>37</td> <td>Food/non-food contact surfaces: cleanable; installed; used <input type="checkbox"/> 4-101* various; <input type="checkbox"/> 4-102.11*; <input type="checkbox"/> 4-201.12*; <input type="checkbox"/> 4-202.11*; <input type="checkbox"/> 4-204.13*; <input type="checkbox"/> 4-204.111*; <input type="checkbox"/> 4-603.17*</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>N/O Food properly labeled; original container; major food allergen</td> <td></td> <td></td> <td>38</td> <td>N/A Utensils, equipment &amp; linens properly dried, stored, handled</td> <td></td> <td></td> </tr> <tr> <td>13*</td> <td>N/A N/O Leftover PHFs properly labeled, stored, handled</td> <td></td> <td></td> <td>39</td> <td>Single-use/single-service items: properly stored &amp; used <input type="checkbox"/> 4-502.12*</td> <td></td> <td></td> </tr> <tr> <td>14*</td> <td>N/A N/O Proper date marking and disposition</td> <td></td> <td></td> <td>40</td> <td>N/A Warewashing equipment: use; maintained; test kits</td> <td></td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center;">Contamination Protection and Prevention</td> <td>41</td> <td>Nonfood contact surfaces clean</td> <td></td> <td></td> </tr> <tr> <td>15</td> <td>N/A N/O Food separated and protected <input type="checkbox"/> 3-302.11*; <input type="checkbox"/> 3-304.11*; <input type="checkbox"/> 3-306.13*</td> <td></td> <td></td> <td colspan="4" style="text-align: center;">Physical Facilities</td> </tr> <tr> <td>16</td> <td>N/A Fresh fruits and vegetables properly washed <input type="checkbox"/> 7-204.12*</td> <td></td> <td></td> <td>42</td> <td>Hot and cold water available; adequate capacity and pressure</td> <td></td> <td></td> </tr> <tr> <td>17*</td> <td>N/A Food contact surfaces cleaned &amp; sanitized</td> <td></td> <td></td> <td>43</td> <td>N/A Plumbing cross connections; backflow devices <input type="checkbox"/> specify critical;</td> <td></td> <td></td> </tr> <tr> <td>18*</td> <td>Proper disposition of returned, previously served, reconditioned, &amp; unsafe food</td> <td></td> <td></td> <td>44</td> <td>Sewage &amp; waste water properly disposed; grease traps <input type="checkbox"/> 5-402.11*; <input type="checkbox"/> 5-402.13*; <input type="checkbox"/> 5-403.11*</td> <td></td> <td></td> </tr> <tr> <td>19</td> <td>Contamination prevented during food prep, storage &amp; display <input type="checkbox"/> 3-304.11*; <input type="checkbox"/> 3-306.13*</td> <td></td> <td></td> <td>45</td> <td>Garbage/refuse proper disposal; facilities maintained; covered receptacles</td> <td></td> <td></td> </tr> <tr> <td>20*</td> <td>N/A Food additives approved &amp; proper use</td> <td></td> <td></td> <td>46</td> <td>Restrooms properly installed, supplied, maintained</td> <td></td> <td></td> </tr> <tr> <td>21</td> <td>Protection from ice used as coolant <input type="checkbox"/> 3-303.11*; food contact with water/ice</td> <td></td> <td></td> <td>47</td> <td>Physical facilities: installed, maintained, cleaned <input type="checkbox"/> 6-202.111*</td> <td></td> <td></td> </tr> <tr> <td>22</td> <td>N/A N/O Gloves used properly</td> <td></td> <td></td> <td>48</td> <td>Lighting: adequate; proper fixtures</td> <td></td> <td></td> </tr> <tr> <td>23</td> <td>N/A Wiping cloths: properly used and stored</td> <td></td> <td></td> <td>49</td> <td>N/A Ventilation &amp; hoods: adequate, maintained</td> <td></td> <td></td> </tr> <tr> <td>24</td> <td>Insects, rodents, animals: not present</td> <td></td> <td></td> <td>50</td> <td>N/A Ice machines properly maintained and operated</td> <td></td> <td></td> </tr> <tr> <td>25</td> <td>Toxic substances properly identified, stored &amp; used <input type="checkbox"/> 7-201.11*; <input type="checkbox"/> 7-202.12*; <input type="checkbox"/> 7-203* thru 7-207*; <input type="checkbox"/> 7-301.11*</td> <td></td> <td></td> <td>51</td> <td colspan="3">Other findings: X this box and enter provision number with findings in block 17, REMARKS.</td> </tr> </tbody> </table>										Item	Supervision and Training	COS	R	Item	Temperature Control	COS	R	1	Person in charge (PIC) is present; demonstrates knowledge <input type="checkbox"/> 2-101.11*; <input type="checkbox"/> 2-102.11*			26	N/A N/O Approved thawing & slacking methods for frozen PHFs			2	PIC & employees: duties; training <input type="checkbox"/> 2-201.11(A)*			27*	N/A N/O Proper cooking & reheating time and temperature			Health and Hygiene				28	N/A N/O Fruits & vegetables properly cooked for hot holding			3	Hand wash facilities: supplied, accessible, used			29*	N/A N/O Proper cooling time and temperature			4	N/O Hands clean; properly washed <input type="checkbox"/> 2-301.11*; <input type="checkbox"/> 2-301.12*; <input type="checkbox"/> 2-301.14*			30	N/A Proper cooling methods; adequate equipment			5	Ill employee reporting, restriction, exclusion <input type="checkbox"/> 2-201.11*; <input type="checkbox"/> 2-201.12*; <input type="checkbox"/> 2-201.13*			31*	N/A N/O Proper hot holding temperature			6	N/A N/O Bare hand/arm contact with food <input type="checkbox"/> 3-301.11*			32*	N/A Proper cold holding temperature			7	Personal cleanliness: clothing; hair restraint; jewelry			33*	N/A Consumer Advisory for raw/undercooked foods			8	N/O Eating, drinking, tobacco use in food prep & service areas; proper tasting procedures <input type="checkbox"/> 3-301.12*			34	N/A Time as public health control; variance procedures <input type="checkbox"/> 3-501.19*; <input type="checkbox"/> 3-502.11*; <input type="checkbox"/> 8-103.12*			Food Source, Identification, Condition				Utensils and Equipment				9*	Food & water from approved sources			35	N/A Thermometers provided and accurate			10*	Food in good condition, safe, & unadulterated; receipt temperature			36	N/A In-use utensils properly stored between use			11	N/A N/O Required records available: shellstock tags <input type="checkbox"/> 3-202.18*; <input type="checkbox"/> 3-203.12*; parasite destruction <input type="checkbox"/> 3-402.11*			37	Food/non-food contact surfaces: cleanable; installed; used <input type="checkbox"/> 4-101* various; <input type="checkbox"/> 4-102.11*; <input type="checkbox"/> 4-201.12*; <input type="checkbox"/> 4-202.11*; <input type="checkbox"/> 4-204.13*; <input type="checkbox"/> 4-204.111*; <input type="checkbox"/> 4-603.17*			12	N/O Food properly labeled; original container; major food allergen			38	N/A Utensils, equipment & linens properly dried, stored, handled			13*	N/A N/O Leftover PHFs properly labeled, stored, handled			39	Single-use/single-service items: properly stored & used <input type="checkbox"/> 4-502.12*			14*	N/A N/O Proper date marking and disposition			40	N/A Warewashing equipment: use; maintained; test kits			Contamination Protection and Prevention				41	Nonfood contact surfaces clean			15	N/A N/O Food separated and protected <input type="checkbox"/> 3-302.11*; <input type="checkbox"/> 3-304.11*; <input type="checkbox"/> 3-306.13*			Physical Facilities				16	N/A Fresh fruits and vegetables properly washed <input type="checkbox"/> 7-204.12*			42	Hot and cold water available; adequate capacity and pressure			17*	N/A Food contact surfaces cleaned & sanitized			43	N/A Plumbing cross connections; backflow devices <input type="checkbox"/> specify critical;			18*	Proper disposition of returned, previously served, reconditioned, & unsafe food			44	Sewage & waste water properly disposed; grease traps <input type="checkbox"/> 5-402.11*; <input type="checkbox"/> 5-402.13*; <input type="checkbox"/> 5-403.11*			19	Contamination prevented during food prep, storage & display <input type="checkbox"/> 3-304.11*; <input type="checkbox"/> 3-306.13*			45	Garbage/refuse proper disposal; facilities maintained; covered receptacles			20*	N/A Food additives approved & proper use			46	Restrooms properly installed, supplied, maintained			21	Protection from ice used as coolant <input type="checkbox"/> 3-303.11*; food contact with water/ice			47	Physical facilities: installed, maintained, cleaned <input type="checkbox"/> 6-202.111*			22	N/A N/O Gloves used properly			48	Lighting: adequate; proper fixtures			23	N/A Wiping cloths: properly used and stored			49	N/A Ventilation & hoods: adequate, maintained			24	Insects, rodents, animals: not present			50	N/A Ice machines properly maintained and operated			25	Toxic substances properly identified, stored & used <input type="checkbox"/> 7-201.11*; 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DD FORM 2973, NOV 2013

REPLACES DA FORMS 5161-R, 5162-R, NAVMED 6240/1, AND AF FORM 977, WHICH ARE OBSOLETE.

Page 1 of Pages

ATTACHMENT 2 pg.2  
FOOD OPERATION INSPECTION REPORT

FOOD OPERATION INSPECTION REPORT					
13. FACILITY NAME		14. DATE		15. INSPECTION TYPE	
				<input type="checkbox"/> Routine <input type="checkbox"/> Preoperational <input type="checkbox"/> Follow-up <input type="checkbox"/> Other:	
16. TEMPERATURE OBSERVATIONS (Mark the temperature scale used)					
Food Item & Location	Temp °F / °C	Food Item & Location	Temp °F / °C	Food Item & Location	Temp °F / °C
17. REMARKS (Observations and Corrective Actions)					
Summary of findings, corresponding provision number, and recommended corrective actions. (Corrective action is required within the time frames specified below, or as stated in sections 8-405.11 and 8-406.11 of the Tri-Service Food Code)					
IHH	<input type="checkbox"/>	Mark this box if an imminent health hazard (IHH) was found; describe the situation and remediation in this section.			
Item Number					
Inspection Rating Criteria:		<u>Fully Compliant</u> = no deficiencies <u>Substantially Compliant</u> = no IHH and 2 or less Critical findings corrected on site (COS), and/or 5 or less Non-Critical findings <u>Partially Compliant</u> = no IHH and 3 or more Critical findings COS, and/or 6 or more Non-Critical findings. <u>Non-Compliant</u> = IHH present, or one or more Critical findings not COS.			
18. SIGNATURE Signature on this form represents acknowledgement that the person in charge has been briefed on the deficiencies noted, corrective actions and time frame for completion, the final inspection rating, and date scheduled for follow-up inspection (non-compliant ratings only).					
a. INSPECTOR SIGNATURE				b. DATE SIGNED	
c. PERSON IN CHARGE SIGNATURE				d. DATE SIGNED	

### ATTACHMENT 3

#### PRODUCTION LOG EXAMPLE

[illegible]

**Access and General Protection/Security Policy and Procedures.** This standard language is for contractor employees with an area of performance within Government controlled installation, facility, or area. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the Contracting Officer's Representative (COR). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the local installation's Security Forces, Director of Emergency Services or local Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by DoD, HAF and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

**For Contractors that do not require CAC, but require access to a DoD Facility and/or Installation.** Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 10-245, AFI 31-101 and AFMAN 31-113), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

**Antiterrorism Awareness Level I Training (AT Level I).** This standard language is for contractor employees with an area of performance within a US Government controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to US Government installations, facilities and controlled access areas shall complete AT Level I training within 45 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. AT Level I may be accomplished by a Level I qualified instructor; completing the Force Protection

computer-based training (CBT) course on Joint Knowledge Online (JKO) at <https://jkodirect.jten.mil/Atlas2/faces/page/login/Login.seam>. For those without a CAC, select "Non-CAC" user on the JKO site. Tracking for each contractor or subcontractor employee is the responsibility of the COR or unit AT Representative.

Vendor shall submit CRTC Access Application to:

Mrs. Lena Anderson at: [lena.anderson.4@us.af.mil](mailto:lena.anderson.4@us.af.mil)

and

SrA Madeline Schackman at [madeline.schackman@us.af.mil](mailto:madeline.schackman@us.af.mil)

for access of personnel to CRTC, Gulfport, MS.

SCA WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Wage Determination No.: 2015-5147  
 Daniel W. Simms Division of | Revision No.: 20  
 Director Wage Determinations | Date Of Last Revision: 12/27/2022

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. |

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. |

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

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State: Mississippi

Area: Mississippi Counties of Hancock, Harrison, Jackson

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.49***	
01012 - Accounting Clerk II	16.26	
01013 - Accounting Clerk III	18.19	
01020 - Administrative Assistant	23.10	
01035 - Court Reporter	18.96	
01041 - Customer Service Representative I	13.45***	
01042 - Customer Service Representative II	15.13***	
01043 - Customer Service Representative III	16.50	
01051 - Data Entry Operator I	14.96***	
01052 - Data Entry Operator II	16.32	
01060 - Dispatcher, Motor Vehicle	17.82	
01070 - Document Preparation Clerk	15.10***	
01090 - Duplicating Machine Operator	15.10***	
01111 - General Clerk I	13.61***	
01112 - General Clerk II	14.85***	
01113 - General Clerk III	16.68	
01120 - Housing Referral Assistant	21.14	
01141 - Messenger Courier	14.09***	
01191 - Order Clerk I	16.73	
01192 - Order Clerk II	18.25	
01261 - Personnel Assistant (Employment) I	17.40	
01262 - Personnel Assistant (Employment) II	19.46	
01263 - Personnel Assistant (Employment) III	21.70	
01270 - Production Control Clerk	28.86	
01290 - Rental Clerk	13.63***	
01300 - Scheduler, Maintenance	16.95	
01311 - Secretary I	16.95	
01312 - Secretary II	18.96	
01313 - Secretary III	21.14	
01320 - Service Order Dispatcher	15.93***	
01410 - Supply Technician	23.10	
01420 - Survey Worker	15.16***	
01460 - Switchboard Operator/Receptionist	14.04***	
01531 - Travel Clerk I	13.04***	
01532 - Travel Clerk II	13.85***	
01533 - Travel Clerk III	14.50***	
01611 - Word Processor I	15.10***	
01612 - Word Processor II	16.95	
01613 - Word Processor III	18.96	
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass	21.73	
05010 - Automotive Electrician	18.30	
05040 - Automotive Glass Installer	17.64	
05070 - Automotive Worker	17.64	

05110 - Mobile Equipment Servicer	16.24
05130 - Motor Equipment Metal Mechanic	18.94
05160 - Motor Equipment Metal Worker	17.64
05190 - Motor Vehicle Mechanic	19.39
05220 - Motor Vehicle Mechanic Helper	15.53***
05250 - Motor Vehicle Upholstery Worker	16.94
05280 - Motor Vehicle Wrecker	17.64
05310 - Painter, Automotive	18.30
05340 - Radiator Repair Specialist	17.64
05370 - Tire Repairer	14.61***
05400 - Transmission Repair Specialist	18.94
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.16***
07041 - Cook I	10.41***
07042 - Cook II	11.31***
07070 - Dishwasher	9.70***
07130 - Food Service Worker	9.81***
07210 - Meat Cutter	15.19***
07260 - Waiter/Waitress	9.09***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	26.47
09040 - Furniture Handler	20.17
09080 - Furniture Refinisher	26.47
09090 - Furniture Refinisher Helper	22.45
09110 - Furniture Repairer, Minor	24.49
09130 - Upholsterer	26.47
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.11***
11060 - Elevator Operator	11.11***
11090 - Gardener	16.34
11122 - Housekeeping Aide	11.37***
11150 - Janitor	11.37***
11210 - Laborer, Grounds Maintenance	14.04***
11240 - Maid or Houseman	10.88***
11260 - Pruner	13.30***
11270 - Tractor Operator	15.63***
11330 - Trail Maintenance Worker	14.04***
11360 - Window Cleaner	12.00***
12000 - Health Occupations	
12010 - Ambulance Driver	20.42
12011 - Breath Alcohol Technician	20.11
12012 - Certified Occupational Therapist Assistant	28.71
12015 - Certified Physical Therapist Assistant	27.68
12020 - Dental Assistant	17.21
12025 - Dental Hygienist	32.45
12030 - EKG Technician	24.24
12035 - Electroneurodiagnostic Technologist	24.24
12040 - Emergency Medical Technician	20.42
12071 - Licensed Practical Nurse I	17.98
12072 - Licensed Practical Nurse II	20.11
12073 - Licensed Practical Nurse III	22.42
12100 - Medical Assistant	14.31***
12130 - Medical Laboratory Technician	22.42
12160 - Medical Record Clerk	16.53
12190 - Medical Record Technician	18.48

12195 - Medical Transcriptionist	17.76
12210 - Nuclear Medicine Technologist	44.21
12221 - Nursing Assistant I	11.73***
12222 - Nursing Assistant II	13.19***
12223 - Nursing Assistant III	14.39***
12224 - Nursing Assistant IV	16.15***
12235 - Optical Dispenser	16.52
12236 - Optical Technician	14.37***
12250 - Pharmacy Technician	17.74
12280 - Phlebotomist	17.48
12305 - Radiologic Technologist	24.72
12311 - Registered Nurse I	24.69
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	30.20
12314 - Registered Nurse III	36.55
12315 - Registered Nurse III, Anesthetist	36.55
12316 - Registered Nurse IV	43.80
12317 - Scheduler (Drug and Alcohol Testing)	24.92
12320 - Substance Abuse Treatment Counselor	15.82***
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.54
13012 - Exhibits Specialist II	21.72
13013 - Exhibits Specialist III	26.57
13041 - Illustrator I	17.54
13042 - Illustrator II	21.72
13043 - Illustrator III	26.57
13047 - Librarian	24.06
13050 - Library Aide/Clerk	11.11***
13054 - Library Information Technology Systems Administrator	21.72
13058 - Library Technician	17.09
13061 - Media Specialist I	15.67***
13062 - Media Specialist II	17.54
13063 - Media Specialist III	19.54
13071 - Photographer I	15.67***
13072 - Photographer II	17.54
13073 - Photographer III	21.72
13074 - Photographer IV	26.57
13075 - Photographer V	32.14
13090 - Technical Order Library Clerk	15.74***
13110 - Video Teleconference Technician	19.20
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.52
14042 - Computer Operator II	18.47
14043 - Computer Operator III	20.59
14044 - Computer Operator IV	22.88
14045 - Computer Operator V	25.34
14071 - Computer Programmer I	(see 1) 20.43
14072 - Computer Programmer II	(see 1) 25.30
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	16.52

14160 - Personal Computer Support Technician	22.88
14170 - System Support Specialist	25.84
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.80
15020 - Aircrew Training Devices Instructor (Rated)	37.26
15030 - Air Crew Training Devices Instructor (Pilot)	44.67
15050 - Computer Based Training Specialist / Instructor	30.80
15060 - Educational Technologist	36.42
15070 - Flight Instructor (Pilot)	44.67
15080 - Graphic Artist	19.42
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.67
15086 - Maintenance Test Pilot, Rotary Wing	44.67
15088 - Non-Maintenance Test/Co-Pilot	44.67
15090 - Technical Instructor	29.00
15095 - Technical Instructor/Course Developer	35.48
15110 - Test Proctor	23.41
15120 - Tutor	23.41
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.32***
16030 - Counter Attendant	10.32***
16040 - Dry Cleaner	11.95***
16070 - Finisher, Flatwork, Machine	10.32***
16090 - Presser, Hand	10.32***
16110 - Presser, Machine, Drycleaning	10.32***
16130 - Presser, Machine, Shirts	10.32***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.32***
16190 - Sewing Machine Operator	12.65***
16220 - Tailor	13.40***
16250 - Washer, Machine	10.77***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.47
19040 - Tool And Die Maker	29.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.26
21030 - Material Coordinator	28.86
21040 - Material Expediter	28.86
21050 - Material Handling Laborer	14.31***
21071 - Order Filler	13.63***
21080 - Production Line Worker (Food Processing)	19.26
21110 - Shipping Packer	19.66
21130 - Shipping/Receiving Clerk	19.66
21140 - Store Worker I	16.47
21150 - Stock Clerk	19.54
21210 - Tools And Parts Attendant	19.26
21410 - Warehouse Specialist	19.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	33.64
23019 - Aircraft Logs and Records Technician	29.08
23021 - Aircraft Mechanic I	32.52
23022 - Aircraft Mechanic II	33.64
23023 - Aircraft Mechanic III	34.61
23040 - Aircraft Mechanic Helper	26.66
23050 - Aircraft, Painter	31.43
23060 - Aircraft Servicer	29.08
23070 - Aircraft Survival Flight Equipment Technician	31.43

23080 - Aircraft Worker	30.29	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		30.29
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		32.52
23110 - Appliance Mechanic	26.47	
23120 - Bicycle Repairer	23.48	
23125 - Cable Splicer	33.42	
23130 - Carpenter, Maintenance	22.99	
23140 - Carpet Layer	25.51	
23160 - Electrician, Maintenance	28.90	
23181 - Electronics Technician Maintenance I		34.56
23182 - Electronics Technician Maintenance II		35.87
23183 - Electronics Technician Maintenance III		37.11
23260 - Fabric Worker	24.49	
23290 - Fire Alarm System Mechanic	24.31	
23310 - Fire Extinguisher Repairer	23.48	
23311 - Fuel Distribution System Mechanic	27.39	
23312 - Fuel Distribution System Operator	23.48	
23370 - General Maintenance Worker	17.70	
23380 - Ground Support Equipment Mechanic		32.52
23381 - Ground Support Equipment Servicer		29.08
23382 - Ground Support Equipment Worker		30.29
23391 - Gunsmith I	23.48	
23392 - Gunsmith II	25.51	
23393 - Gunsmith III	27.39	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		22.60
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		23.37
23430 - Heavy Equipment Mechanic	27.13	
23440 - Heavy Equipment Operator	20.25	
23460 - Instrument Mechanic	27.39	
23465 - Laboratory/Shelter Mechanic	26.47	
23470 - Laborer	14.31***	
23510 - Locksmith	26.47	
23530 - Machinery Maintenance Mechanic		32.98
23550 - Machinist, Maintenance	28.55	
23580 - Maintenance Trades Helper	22.04	
23591 - Metrology Technician I	27.39	
23592 - Metrology Technician II	28.32	
23593 - Metrology Technician III	29.14	
23640 - Millwright	26.38	
23710 - Office Appliance Repairer	20.23	
23760 - Painter, Maintenance	22.39	
23790 - Pipefitter, Maintenance	28.47	
23810 - Plumber, Maintenance	27.52	
23820 - Pneudraulic Systems Mechanic		27.39
23850 - Rigger	27.39	
23870 - Scale Mechanic	25.51	
23890 - Sheet-Metal Worker, Maintenance		28.55
23910 - Small Engine Mechanic	18.40	
23931 - Telecommunications Mechanic I		28.23
23932 - Telecommunications Mechanic II		30.56
23950 - Telephone Lineman	29.59	

23960 - Welder, Combination, Maintenance	28.55
23965 - Well Driller	27.39
23970 - Woodcraft Worker	27.39
23980 - Woodworker	23.48
24000 - Personal Needs Occupations	
24550 - Case Manager	15.82***
24570 - Child Care Attendant	10.21***
24580 - Child Care Center Clerk	12.74***
24610 - Chore Aide	11.16***
24620 - Family Readiness And Support Services Coordinator	15.82***
24630 - Homemaker	15.82***
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.03
25040 - Sewage Plant Operator	18.25
25070 - Stationary Engineer	26.03
25190 - Ventilation Equipment Tender	21.35
25210 - Water Treatment Plant Operator	18.25
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.00***
27007 - Baggage Inspector	12.91***
27008 - Corrections Officer	16.52
27010 - Court Security Officer	17.48
27030 - Detection Dog Handler	15.38***
27040 - Detention Officer	16.52
27070 - Firefighter	18.47
27101 - Guard I	12.91***
27102 - Guard II	15.38***
27131 - Police Officer I	19.44
27132 - Police Officer II	21.61
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.30***
28042 - Carnival Equipment Repairer	12.86***
28043 - Carnival Worker	10.47***
28210 - Gate Attendant/Gate Tender	16.52
28310 - Lifeguard	12.71***
28350 - Park Attendant (Aide)	18.48
28510 - Recreation Aide/Health Facility Attendant	13.49***
28515 - Recreation Specialist	22.89
28630 - Sports Official	14.72***
28690 - Swimming Pool Operator	17.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.15
29020 - Hatch Tender	29.15
29030 - Line Handler	29.15
29041 - Stevedore I	27.99
29042 - Stevedore II	30.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.63
30022 - Archeological Technician II	21.06
30023 - Archeological Technician III	25.42
30030 - Cartographic Technician	26.10

30040 - Civil Engineering Technician	21.49	
30051 - Cryogenic Technician I	28.13	
30052 - Cryogenic Technician II	31.08	
30061 - Drafter/CAD Operator I	18.63	
30062 - Drafter/CAD Operator II	21.06	
30063 - Drafter/CAD Operator III	23.45	
30064 - Drafter/CAD Operator IV	28.86	
30081 - Engineering Technician I	16.25	
30082 - Engineering Technician II	18.24	
30083 - Engineering Technician III	20.44	
30084 - Engineering Technician IV	25.28	
30085 - Engineering Technician V	31.68	
30086 - Engineering Technician VI	37.41	
30090 - Environmental Technician	25.42	
30095 - Evidence Control Specialist	25.41	
30210 - Laboratory Technician	29.99	
30221 - Latent Fingerprint Technician I	28.13	
30222 - Latent Fingerprint Technician II	31.08	
30240 - Mathematical Technician	25.42	
30361 - Paralegal/Legal Assistant I	17.88	
30362 - Paralegal/Legal Assistant II	22.16	
30363 - Paralegal/Legal Assistant III	27.11	
30364 - Paralegal/Legal Assistant IV	32.79	
30375 - Petroleum Supply Specialist	31.08	
30390 - Photo-Optics Technician	25.41	
30395 - Radiation Control Technician	31.08	
30461 - Technical Writer I	27.93	
30462 - Technical Writer II	31.10	
30463 - Technical Writer III	37.63	
30491 - Unexploded Ordnance (UXO) Technician I		26.22
30492 - Unexploded Ordnance (UXO) Technician II		31.73
30493 - Unexploded Ordnance (UXO) Technician III		38.03
30494 - Unexploded (UXO) Safety Escort		26.22
30495 - Unexploded (UXO) Sweep Personnel		26.22
30501 - Weather Forecaster I	28.86	
30502 - Weather Forecaster II	35.10	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	23.45
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	25.42
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	31.73	
31020 - Bus Aide	13.89***	
31030 - Bus Driver	17.52	
31043 - Driver Courier	14.22***	
31260 - Parking and Lot Attendant	10.64***	
31290 - Shuttle Bus Driver	13.52***	
31310 - Taxi Driver	12.25***	
31361 - Truckdriver, Light	14.87***	
31362 - Truckdriver, Medium	16.89	
31363 - Truckdriver, Heavy	20.94	
31364 - Truckdriver, Tractor-Trailer	20.94	
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist	15.47***	
99030 - Cashier	9.74***	
99050 - Desk Clerk	10.82***	

99095 - Embalmer	25.60
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	18.05
99252 - Laboratory Animal Caretaker II	18.58
99260 - Marketing Analyst	23.93
99310 - Mortician	25.60
99410 - Pest Controller	20.71
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	19.38
99711 - Recycling Specialist	21.57
99730 - Refuse Collector	18.36
99810 - Sales Clerk	11.54***
99820 - School Crossing Guard	17.01
99830 - Survey Party Chief	24.69
99831 - Surveying Aide	16.33
99832 - Surveying Technician	22.42
99840 - Vending Machine Attendant	15.60***
99841 - Vending Machine Repairer	17.73
99842 - Vending Machine Repairer Helper	15.60***

\*\*\*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.

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

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 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: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 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))."