

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M120093322626		PAGE 1 OF 71	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M6700123Q0016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JOHN W. HOUNSHELL				b. TELEPHONE NUMBER (No Collect Calls) 910-451-8853	
8. OFFER DUE DATE/LOCAL TIME 12:00 PM 13 Jun 2023		9. ISSUED BY CODE M67001 M67001 MARINE CORPS FIELD CONTRACTING SYS PO BOX 8368 BLDG 316 CAMP LEJEUNE NC 28547-8368 TEL: FAX:		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % 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: 481219 SIZE STANDARD: \$25,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CODE M12009 2ND RECON BN CAPT LEADBETER, BRANT SNEADS FERRY RD BLDG A71 CAMP LEJEUNE NC 28542-0138 TEL: 910-440-7749 FAX:		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/ OFFEROR CODE TELEPHONE NO.		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 71	
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	Air Blade Time FFP In accordance with the Performance Work Statement FOB: Destination PURCHASE REQUEST NUMBER: M120093322626 PSC CD: V121	190	Hours		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Positioning / Dispositioning FFP In accordance with the Performance Work Statement FOB: Destination PURCHASE REQUEST NUMBER: M120093322626 PSC CD: V121	25	Hours		
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Wind Tunnel FFP In accordance with the Performance Work Statement FOB: Destination PURCHASE REQUEST NUMBER: M120093322626 PSC CD: V121	20	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Facility Fee FFP In accordance with the Performance Work Statement FOB: Destination PURCHASE REQUEST NUMBER: M120093322626 PSC CD: V121	70	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Offsite Aircraft Support / Coordination FFP In accordance with the Performance Work Statement FOB: Destination PURCHASE REQUEST NUMBER: M120093322626 PSC CD: V121	10	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		190	Hours		
OPTION	Air Blade Time				
	FFP				
	In accordance with the Performance Work Statement				
	FOB: Destination				
	PSC CD: V121				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		25	Hours		
OPTION	Positioning / Dispositioning				
	FFP				
	In accordance with the Performance Work Statement				
	FOB: Destination				
	PSC CD: V121				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		20	Days		
OPTION	Wind Tunnel				
	FFP				
	In accordance with the Performance Work Statement				
	FOB: Destination				
	PSC CD: V121				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		70	Days		
OPTION	Facility Fee FFP In accordance with the Performance Work Statement FOB: Destination PSC CD: V121				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		10	Days		
OPTION	Offsite Aircraft Support / Coordination FFP In accordance with the Performance Work Statement FOB: Destination PSC CD: V121				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		192	Hours		
OPTION	Air Blade Time FFP In accordance with the Performance Work Statement FOB: Destination PSC CD: V121				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		25	Hours		
OPTION	Positioning / Depositioning FFP In accordance with the Performance Work Statement FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		20	Days		
OPTION	Wind Tunnel FFP In accordance with the Performance Work Statement FOB: Destination PSC CD: V121				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Facility Fee	20	Days		
OPTION	FFP				
	In accordance with the Performance Work Statement				
	FOB: Destination				
	PSC CD: V121				
					<hr/>
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	Offsite Aircraft Support / Coordination	10	Days		
OPTION	FFP				
	In accordance with the Performance Work Statement				
	FOB: Destination				
	PSC CD: V121				
					<hr/>
NET AMT					

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 29-JUN-2023 TO 28-JUN-2024	N/A	2ND RECON BN CAPT LEADBETER, BRANT SNEADS FERRY RD BLDG A71 CAMP LEJEUNE NC 28542-0138 910-440-7749 FOB: Destination	M12009
0002	POP 29-JUN-2023 TO 28-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009

0003	POP 29-JUN-2023 TO 28-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
0004	POP 29-JUN-2023 TO 28-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
0005	POP 29-JUN-2023 TO 28-JUN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
1001	POP 29-JUN-2024 TO 28-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
1002	POP 29-JUN-2024 TO 28-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
1003	POP 29-JUN-2024 TO 28-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
1004	POP 29-JUN-2024 TO 28-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
1005	POP 29-JUN-2024 TO 28-JUN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
2001	POP 29-JUN-2025 TO 28-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
2002	POP 29-JUN-2025 TO 28-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
2003	POP 29-JUN-2025 TO 28-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
2004	POP 29-JUN-2025 TO 28-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009
2005	POP 29-JUN-2025 TO 28-JUN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M12009

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government

ADDENDA TO FAR 52.212-1

(b) SUBMISSION OF QUOTES.

Addendum to paragraph (b):

Quotes shall be submitted electronically via e-mail to john.hounshell@usmc.mil.

RFQ Number **M6700123Q0016** must be clearly shown in the subject line.

The offeror shall submit with their offer:

Price:

The price offered must reflect unit prices, extended amounts per line item, and overall total.

Price (Services):

Quoted firm-fixed price for each line item shown – for completion of all services/supplies in accordance with the requirements of the Performance Work Statement. Vendor must include unit price and overall total amount including two one-year options and **a six month extension in accordance with FAR 52.217-8** for each line item. (Note: All prices must be actual “face-value” pricing having already accounted for any discounts offered and extended to the Government).

Completed Representations and Certifications. The following **representations and certifications must be completed and returned as part of the vendor’s quote:**

1. **FAR 52.212-3** (Note that vendor is only required to complete **paragraph (b)** if they have not completed annual representations and certifications via the System for Award Management (SAM) website.)
2. **FAR Provision 52.204-24** (Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment)
3. **FAR Provision 52.204-26** (Covered Telecommunications Equipment or Services- Representation)
4. **DFARS Provision 252.204-7016** [Covered Defense Telecommunications Equipment or Services—Representation (Dec 2019)]
5. **DFARS Provision 252.204-7017** [Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services—Representation (Dec 2019)]

The deadline for questions is 02 June 2023 at 2:00 PM EDT. No questions will be accepted nor answered after the deadline.

(End of Addenda to Provision)

UNAUTHORIZED WORK PERFORMANCE

The contractor shall not perform work that deviates from contract requirements and specifications. If the contractor deviates from contract requirements and specifications without approval of the CONTRACT ADMINISTRATOR / OFFICER, such deviation shall be at the risk of the contractor and any cost related thereto shall be borne by the contractor.

PERFORMANCE WORK STATEMENT

1.0 Scope. 2D Reconnaissance Battalion, 2d Marine Division has a requirement for parachute training aircraft support services to safely conduct airborne sustainment training. This training is required to maintain personnel proficiency.

2.0 Requirement. The contractor shall provide all management, labor, equipment, tools, materials, and services necessary to provide Parachute Training Aircraft Support Services to include aircraft with pilots for use as a jump platform to conduct airborne sustainment training. Training consists of Low-Level Static Line (LLSL), High Altitude High Opening (HAHO), High Altitude Low Opening (HALO) parachute training using the SF-10A, Multi-Mission Parachute System (MMPS), and Tandem Offset Resupply Delivery System (TORDS) parachute systems. Cargo delivery (door bundles, etc.) are also included in the training.

3.0 Period of Performance. The period of performance (POP) will be for a one-year base period and two (2) one-year option periods.

Period of Performance	Duration (Start Date – End Date)
Base Period	2023 – 2024
Option Period One	2024 – 2025
Option Period Two	2025 – 2026

4.0 Place of Performance. The training will be conducted within 250 miles of Camp Lejeune, North Carolina. 2D Reconnaissance Battalion will facilitate travel to and from the vendor's facility when required.

5.0 Applicable Documents.

- 5.1 Training Manual 70244A-OI
- 5.2 Marine Corps Order 3120.11A
- 5.3 Marine Corps Warfighting Publication 2-25
- 5.4 NAVAIR 13-1-6.2

6.0 Aircraft Support Services.

6.1 Aircraft. The contractor will provide a short take off and land (STOL) ramp style aircraft, fuel, landing fees, ramp fees, pilot required accessories and aircraft associated maintenance required for the conduct of the training. Aircraft must be Federal Aviation Administration (FAA) approved, certified, and/or licensed and a DoD approved commercial platform that is capable of deploying military parachutist, at an altitude not to exceed 25,000 feet Mean Sea Level (MSL). This aircraft must be capable of supporting a rear ramp exit loaded with ten (10) combat equipped Marines and two (2) Free Fall Jump Masters. The Company will require forty (40) hours of blade time to conduct this training.

6.1.1 Contractor shall provide one (1) CASA 212 ramp style aircraft, or aircraft of comparable capability and aircrew. The ramp style aircraft shall be capable of conducting static line operations. Aircraft must be configured for day and night operations. The ramp style aircraft is required to have a ramp that allows a forklift driver to load and unload parachute equipment. The aircraft must be equipped with oxygen for pilots and aircrew in accordance with FAA Regulations Title 14 CFR: Part 91 and Part 135. Jump lights (Red/Green) must be in the cargo compartment of the aircraft for jumpmaster/aircrew coordination.

Contractor must have the certifications required to receive authorizations to land and operate out of military controlled airfields and drop zones (DZ), as requested by the Government.

6.1.2 Contractor must be listed under the most current (26 April 2023) Airborne Mobile Command (AMC) Paratroopers Air Carrier List.

6.2 Aircrew. Contractor shall provide aircraft pilot services with current FAA licenses and type ratings as required to operate the ramp style aircraft. All aircrew must be familiar with the coordination necessary for all proposed Para drops tactics and procedures relating to aircrew and jumpmaster interface/coordination. Based on historical data, current mission requirements, and budgetary restrictions, the Government recommends a minimum of two (2) aircraft pilots available to offset for a twelve (12) hour, take-off to landing, crew rest (if needed). However, the Contractor may propose more than the recommended two (2) aircraft pilots as long as the requirements of the PWS are met.

6.3 Positioning/Dispositioning and Offsite Aircraft Support/Coordination . The contractor, in coordination with the Government's POC, will ensure they are fully familiar with the airfield and DZ to be used. The government will provide; locations, date time groups (DTGs), POCs, Drop Zone Safety Officers, Jump Masters, required air items to support air delivery of personnel, communication frequencies, call signs, landing DZ markings, DZ approach (track/heading) and applicable Memorandums Of Agreement or facility use agreements. The contractor must also have a Notice to Air Missions (NOTAM) to support jumps up to 45 kilometers away from the established DZ with a ceiling up to 25,000 feet MSL.

6.4 Facilities/Services. The following facilities and services are required to conduct this training:

6.4.1 Provide climate-controlled classroom spaces available for formal and informal instruction. This classroom will contain seating and desk space for 35 students as well as an appropriate surface (screen or smooth wall surface) to project Power Points presentation on. Additionally, the room will have an accessible chalk board or dry erase board

6.4.2 Facilities must be within 250 miles (driving distance) of Camp Lejeune, NC.

6.4.3 Indoor, climate-controlled parachute packing facility (10,000 square foot minimum) with direct access to the aircraft loading area.

6.4.4 The Contractor shall provide climate-controlled parachute packing space that is reasonable dependent on Seasonal changes, for example, if the outside temperature is above 80 degrees and the UV index is above 8, the packing area should be a covered indoor area that has a fan/ air conditioning system.

6.4.5 Facilities adequate to shake out parachutes.

6.4.6 Double locked climate-controlled parachute storage space as outlined in NAVAIR 13-1-6.2.

6.4.7 Facilities suitable for oxygen transfer and storage to include a minimum of 8 K-Size oxygen bottles dependent on training evolution.

6.4.8 Basic parachute repair facility with sewing machine.

6.4.9 Kitchenette with refrigerator, sinks, and microwave ovens.

6.4.10 Wireless internet connectivity/computers and printers sufficient for printing flight manifests and other administrative needs.

6.4.11 Office spaces utilized for Jumpmasters and Team Leader planning.

6.4.12 Logistical support available to recover jumpers on and off the DZ, for example: trailer, Gator's, etc.

6.4.13 Berthing location must remain the same throughout the duration of each training evolution. Billeting space must be climate controlled and large enough for 35 personnel utilizing bunk beds. The billeting location must also include full bathrooms with toilets, laundry facility, and showers. Adequate space must be provided per man to accommodate sleeping and the storage of extra uniforms, gear, and civilian attire (1 x Bunk Bed & 1 x Seabag & 1 x Kitbag).

6.5 Unused Blade Hours. The Government has the right to cancel a flight mission the day of the training due to inclement weather at the DZ. Funding for any unused blade hours (due to adverse weather conditions, safety stand down, etc.) will be returned to the Government. The Government will pay the contractor for actual time flown and flight time to return to home station.

7.0 Contracting Officers Representative (COR). The government will appoint personnel, known as Contracting Officer Representatives (COR), to monitor performance to ensure services are received and performed in a satisfactory manner. The COR will evaluate the contractor's performance in accordance with the statement of work to ensure acceptable quality levels (AQL) of the performance standard are met. The COR information is provided below.

7.1 Role of COR for Inspection, Acceptance, and Other Duties.

7.1.1 Responsibilities. Performs surveillance and inspection of repair services and/or services required under this contract; determines the adequacy of Contractor performance per contract specifications; acts as the COR at the work site; ensures compliance with contract performance requirements; and advises the Contract Administrator of any factors that may cause work performance delays. The COR cannot authorize deviations from contract requirements and specifications.

The following individual will be appointed as the Contracting Officer's Representative:

To be provided at time of award.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this order. The Contractor shall not consider any order, statement, or conduct by Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during performance of this requirement as a change to the terms and conditions of the contract. The Contractor shall not comply with any order (verbal or written), direction or request of any Government personnel unless it is issued, in writing, by the Contracting Officer. In the event the Contractor or contractor personnel effect any change to this requirement by direction of any individual other than the Contracting Officer will have done so without authority and shall bear all costs associated with such change.

Unacceptable Performance. When performance does not meet the specifications and requirements of this contract, written (letter, fax, or email) documentation will be furnished explaining how performance is considered unacceptable. This documentation should state what specification(s) is not being performed (reference contract paragraph number(s), date and time observed) and submit to the Contract Administrator within two workdays of each occurrence.

7.2 Documents and Reports Required from COR.

7.2.1 Unacceptable Performance. When performance does not meet specifications and requirements of this contract, written (letter, fax, or Email) documentation will be furnished explaining how performance is considered to be unacceptable. This documentation should state what specification(s) Contractor is not performing (reference contract paragraph number(s), date, and time observed) and submit to the Contract Administrator.

7.2.2 Final Receiving Report. The COR will submit a final receiving report stating that all services and supplies have been received, inspected, and accepted to the Contract Administrator within five workdays of the ending of the contract period.

8.0 Quality Assurance Surveillance Plan.

8.1 Purpose. This Quality Assurance Surveillance Plan (QASP) has been developed to provide the standard of surveillance for monitoring contractor performance in accordance with the Performance Work Statement. The Contracting Officer (KO) will be appointed at the time of award and COR Contact information will be provided. The COR will also serve as the Quality Assurance Evaluator (QAE) and will use this QASP to ensure the standards of the contract are being met. The COR/QAE will be referred to as the COR throughout this QASP.

8.2 Performance Standards. The QASP provides a systematic method to evaluate the service the Contractor is required to furnish. The COR will assess the Contractor's performance to ensure the Contractor is performing up to the specified standards. The standards for this Performance Work Statement (PWS) are stated in the Performance Requirements Summary (PRS) included in this QASP. The standards for this procurement are subjective since specific metric-driven standards are not appropriate.

8.3 Management and Oversight. The QASP is based on the premise that the Contractor and not the Government, is responsible for the management and any Quality Control action required to meet the terms of the contract. The Level of Effort requirements recognize that the Contractor is not a perfect manager and that unforeseen requirements and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan will allow the Contractor to operate within specific performance requirements. QASPs are designed to be objective, fair, and consistent in evaluating Contractor performance against the provided standards.

8.4 Acceptable Quality Levels (AQLs). AQLs have been established in the Level of Effort Requirements Summary and provide performance standards that the Contractor will meet in performing the contract. If the contractor meets the required AQL, it will be paid the monthly amount agreed upon in the contract. In the event the Contractor does not meet the established AQLs, the KO has the right to exercise the negative incentives stated in this QASP.

8.5 Primary Method of Surveillance/Evaluation. The COR will evaluate the contractor's performance using one or more of the following surveillance methods:

Observation/Random Monitoring: Observation/Random monitoring of staffing levels and personnel qualifications by the COR.

Random Inspection: Random inspection of maintenance actions/inspection documentation developed via Work Order (WO) Optimized Organizational Maintenance Activity (OOMA).

8.6 Substandard Performance. If any of the performance requirements do not meet the AQLs set in the PRS table, the COR shall document the discrepancy(s) and shall notify the Contracting Officer promptly. The Contracting Officer will then take the appropriate action with the Contractor to remedy the substandard performance. When the performance is below the AQL standard, the Government may implement increased surveillance, document poor history ratings, or begin termination for default procedures.

8.7 Notification. The COR will notify the KO, in writing, of unacceptable quality levels. The KO will promptly provide written notification of discrepancies on a monthly basis, or immediately if the situation significantly affects the well-being of the project. The Contractor will be given the opportunity to respond, in writing, to each discrepancy.

8.8 Response. The Contractor shall provide a written response to the cause and the corrective action to prevent recurrence within ten (10) working days after receipt of the KO's notification. The Contractor should cite specific quality assurance program procedures or new procedures instituted to prevent recurrence.

8.9 Records. The COR will maintain contract surveillance files as directed by the KO. Surveillance files will include, as a minimum, the following documentation for this Firm-Fixed Priced contract:

8.9.1 COR designation and appointment letters.

8.9.2 A copy of the contract and all contract modifications.

8.9.3 QASP, Quality Control Plan, and any other monitoring tools, checklists, etc.

8.9.4 All correspondence including KO notifications and the Contractor's responses.

8.9.5 Contractor monthly status reports.

8.9.6 Copies of certified invoices tracked against each contract line item.

8.10 Ratings. The following criteria will be used for performance evaluations: Exceptional, Satisfactory, Marginal, or Unsatisfactory. Upward or downward arrows may be used to indicate an improving or worsening trend insufficient to change to the assessment status.

8.10.1 Exceptional. Indicates performance clearly exceeds contractual requirements. The area of evaluation may contain a few minor problems for which corrective action appears highly effective.

8.10.2 Satisfactory. Indicates performance clearly meets contractual requirements. The area of evaluation contains some minor problems for which the corrective actions appear satisfactory.

8.10.3 Marginal. Indicates performance meets contractual requirements. The area of evaluation contains one or more serious problems for which corrective actions have not yet been identified, appear only marginally effective, or have not been fully implemented.

8.10.4 Unsatisfactory. Indicates the contractor is in danger of not being able to satisfy contractual requirements and recovery is not likely in a timely manner. The area of evaluation contains one or more serious problems for which the corrective actions appear ineffective.

8.11 Documentation. Documentation used and referenced to perform surveillance will consist of monthly reports, contractor plans and procedures, schedules, customer feedback and contract data requirements.

8.11.1 Recording Observations. The COR shall use Surveillance Logs to record information on scheduled observations and deficiencies noted. Each observation is recorded on the log. The documents then become a formal record for reference. The contractor is to be told each time that a deficiency is found during scheduled observations. The COR makes a notation on the Surveillance Log of the date and time the deficiency was discovered, then, the COR asks a contractor site manager to initial the notation, documenting notification of the deficiency only.

8.11.2 Potential Unacceptable Performance. The COR must identify the specific service that is unacceptable and the possible causes, and ask a number of questions which if answered, will probably pinpoint the source of the problem.

8.11.3 Documenting Unacceptable Performance. The COR must attempt to resolve the problem with the contractor. The original log and the attempted solution (along with an evaluation of results) are forwarded to the Contracting Officer through the COR.

Based on the severity of the discrepancy and the success of the solution, the COR will notify the KO. The contractor shall complete a response to the unacceptable evaluation if requested by the KO or by its own choice.

8.12 Taking Action.

8.12.1 The COR may evaluate the contractor's performance and document any non-compliance, but only the KO may take action against the contractor for an unacceptable rating. When the contractor's performance is unacceptable and a formal action is indicated, the COR will determine what action is appropriate for the specific circumstances and make a recommendation to the Contracting Officer.

8.13 Documentation. The COR retains a copy of all inspection schedules and surveillance activity logs during the course of the contract, and forwards them for inclusion in the contract file at the end of the surveillance period. However, when a specific service becomes unsatisfactory during a surveillance period, the inspection documentation supporting the contract discrepancy report is forwarded to the Contracting Officer.

8.14 Performance Requirements Summary (PRS). The performance standards for this PWS are stated in the PRS below.

PWS Paragraph	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method
2.0	Provide safe and timely transport of Marines to and from drop zone	95%	Random inspections
5.7	Provide suitable facilities described in the PWS	95%	Random inspections

9.0 Base Access. Contractors and/or delivery drivers, must have in their possession: the contract number, delivery/service address, and sponsor's contact information in order to gain initial access to the base.

(The sponsor information for this requirement will be provided at time of award.)

Sponsor:

Phone Number:

Email:

- Contractors must be registered in the Defense Biometrics Identification System (DBIDS). It is the Contractor's responsibility to ensure all their employees and/or subcontractors are properly registered within DBIDS.
- DBIDS credentials will be valid for the duration of your contract, not to exceed three years; however, re-vetting of individuals' information will occur each year.
- Contractors requiring access for over 60 days will receive a credential valid for up to one year.
- Contractors requiring access for less than 60 days will receive a temporary paper pass.
- Contractor Common Access Card (CAC) Eligibility: Contractor personnel authorized CACs are exempt from DBIDS enrollment.
- If you have questions regarding base access, Contractor CACs, or DBIDS requirements, contact the Contractor Vetting Office (CVO). The CVO is located in Bldg. 818 adjacent to the Camp Lejeune Main Gate on Holcomb Blvd, just off NC Highway 24. The CVO is open Monday through Friday from 6 a.m. to 2 p.m. and closed on weekends and holidays.

Contractor Vetting Office - Appointments: 910-451-5977
Contractor Vetting Office - Questions: 910-451-0284/0289
Vetting Office Email: lejeunecontractorvetting@usmc.mil
DBIDS email: <https://dbids-global-enroll.dmdc.mil/preenrollui/#!/>

- Contractors will report to the Contractor Vetting Office (CVO) to confirm their access requirements, undergo a background check and receive their credential/pass.

PLEASE NOTE: Individuals with active warrants may be subject to arrest on the spot.

**The Government will not be responsible for any contractor access delays. Delays that may result from inadequate planning are strictly the responsibility of the contractor.

10.0 Contract Administration. The Vendor shall attend a kick-off meeting within two (2) weeks after contract award with the customer, COR, and contract office points of contact.

10.1 Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communication with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

10.2 The contractor shall not comply with any order, direction, or request of Government personnel unless it is issued in writing and is signed by the Contracting Officer or is pursuant to specific authority otherwise included as a part of this contract.

10.3 A Contracting Officer for the Marine Corps Base, Camp Lejeune, NC is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding, provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any changes at the direction of any person other than a designated Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made.

10.4 The contact information for the Contracting Officer is in Block 16 of the SF 1449 solicitation.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020

52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-22	Alternative Line Item Proposal	JAN 2017
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	MAR 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.223-7999 (Dev)	Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Deviation 2021-O0009)	OCT 2021
252.225-7001	Buy American And Balance Of Payments Program--Basic	JAN 2023
252.225-7002	Qualifying Country Sources As Subcontractors	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region - Certification	DEC 2022
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JAN 2023

252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.239-7098 (Dev)	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation. (Deviation 2021-O0003)	APR 2021
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	JAN 2023
252.246-7008	Sources of Electronic Parts	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023
252.239-7017	Notice of Supply Chain Risk	DEC 2022
252.239-7018	Supply Chain Risk	DEC 2022

CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

(c) Representations.

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

BASIS OF AWARD: Award will be made using simplified acquisition procedures and the best value process. For this reason, the final award decision may be made to other than lowest priced or highest technically rated quote. Quotes will be evaluated based on (1) Price; (2) Technical Factor 1: Capability and Factor 2: Experience; and (3) Past performance.

The term “offeror” or “offer” as used in FAR 52.212-1 shall be understood to mean “Quoter” and “quote,” respectively. Further, the term “award” shall be understood to describe the Government’s issuance of a purchase order in response to a request for quotes (RFQ).

The Government intends to award one contract as a result of this solicitation; however, the Government reserves the right to award no contract. The Government will award a contract resulting from this RFQ to the quoter whose offer conforms to the solicitation and will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate quotes:

- a. Technical Factor 1: Technical Acceptability
- b. Technical Factor 2: Experience
- c. Past Performance
- d. Price

Quotes will be evaluated using a price/technical tradeoff. This process is appropriate because it is in the Government’s best interest to consider awarding to other than the lowest price. In evaluating the technical portion of the quote, the technical evaluators will evaluate the factors and sub factors as described in the “Basis of Award”. The factors of Technical Acceptability, Experience, and Past Performance are weighted equally. Technical Acceptability, Experience, and Past Performance, when combined, are significantly more important than price.

The Government will award a single contract resulting from this request for quotes to the responsible vendor whose quote, conforming to the RFQ; will be most advantageous to the Government, price and other factors considered. Quotes will be evaluated in an efficient and minimally burdensome fashion. The Contracting Officer reserves the right to evaluate quotes without the use of formal evaluation procedures such as establishing a competitive range, conducting discussions, scoring quotations, and to make an award to other than the lowest quote. However, the Government reserves the right to award no contract at all, depending on the quality of the quotes submitted. The Government intends to evaluate quotes and award a contract without discussions with vendors. Vendors should not expect requests for clarification or additional information from the Government. Therefore, the vendor’s initial

quote should contain the vendor's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions with vendors if later determined by the Contracting Officer to be necessary and in the best interest to the Government. The Government may reject any or all quotes if such action is in the public interest; and may waive informalities and minor irregularities in quotes received.

A vendor's quote must be written in a logical, practical, clear, concise, and logically assembled manner, containing all pertinent information in sufficient detail to provide the evaluators with a clear understanding of the vendor's approach and to permit evaluation of the proposed program. It is the responsibility of the vendor to present enough information to allow the various work efforts, support, and management approaches to be meaningfully evaluated without discussions.

The vendor's initial quote should contain the vendor's best terms from a price and technical standpoint. However, the Government reserves the right to have discussions with vendors if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotations if such action is in the public interest; accept other than the lowest quotation; and waive informalities and minor irregularities in quotations received. Evaluation of the technical approach will be based upon the extent to which the vendor thoroughly and accurately describes the overall technical solution.

All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that you will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

Quotes shall provide the following:

- Introduction of company cover page with Company Name, Cage Code, and SAMs Unique Identification Number.
- Technical Section: **Shall be redacted with no company name** and included technical acceptability documentation
- Experience: Shall demonstrate similar parachute training aircraft support services provided over the past five (5) years.
- Past Performance: Shall be relevant and similar to the requirement and current (no longer than 3 years past)
- Price and Solicitation Documents

(i) The Technical Acceptability shall be specific and complete. In the Technical Acceptability, address your proposed approach to meeting the minimum performance or capability requirement.

(ii) Marketing presentations are not wanted and will not be evaluated. Hard and compelling evidence of capabilities is required to receive credit for evaluation factors.

(iii) Legibility, clarity, and coherence are very important. However, there is no page limitation.

(iv) Your responses will be evaluated against 52.212-2, Evaluation Factors.

(v) Provide as specifically as possible, the actual methodology you would use for accomplishing and satisfying the requirements.

(vi) All the requirements specified in the solicitation are mandatory. By your proposal submission, you are representing that you will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in your proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

(vii) Proposal must only have the company name on the first page, and not anywhere else in the document. Failure to comply with this may result in the proposal not being considered.

In evaluating the technical portion of the quote, the technical evaluators will evaluate the following factors and subfactors as stated in the “Basis of Award” of the RFQ.

Technical Acceptability

The vendor shall address and demonstrate their knowledge and understanding of the overall requirement. The vendor shall address their ability to staff, manage, comply, and control all aspects of the requirement in an organized manner which outlines the requirements set forth in the PWS.

1. To determine technical acceptability the quote shall include the following:

- (a) Currently an authorized Paratroop Commercial Operator.
- (b) Type of aircraft provided that meets PWS requirements.
- (c) Certifications required to receive authorization to land and operate out of military controlled airfields and drop zones.
- (d) A statement of how requirements of PWS will be satisfied. Merely restating a PWS requirement is not acceptable.
- (e) Air Crew qualifications.

(i) The Vendor shall outline how they intend to accomplish the overall requirement and discuss organization, personnel, and methodology to accomplish this performance effort.

Technical Factor 2 - Experience

The vendor shall provide experience in similar parachute training aircraft support services over the last five (5) years. A narrative shall be provided that demonstrates a clear understanding of the requirement and the experience of their business can best accomplish the tasks identified in the PWS. Experience by the prime, principal subcontractors, and principal entities (if applicable) will be evaluated on the amount of experience gained and the extent to which the associated efforts are similar in scope, magnitude, and complexity to this solicitation as well as relate to the proposal roles and responsibilities. Experience that took place greater than 5 years from the proposal due date will not be considered. Experience by individual employees will not be considered. The Government does not require resumes. The Vendor shall identify (contract number, dates of services and Government contact information for verification) contracts that it has performed as the prime contractor to demonstrate that it has the corporate experience associated with all requirements of PWS. Experience Vendor shall not receive credit for this factor if information provided is missing or cannot be verified. Lack of a record of experience associated with performing facility support for the required support services, similar to those required by this solicitation, may be considered a significant weakness.

TECHNICAL PROPOSAL RATING METHODS. Each quote received will be evaluated against the evaluation criteria set forth in the solicitation. Evaluator(s) will use a rating method which involves the use of the following ratings: Excellent, Good, Fair, Marginal, and Poor for each factor/subfactors.

A “**Weakness**” is defined as a flaw in the proposal that increases the risk of unsuccessful contract performance.

A “**Significant Weakness**” is defined as a flaw that appreciably increases the risk of unsuccessful contract performance.

A “**Strength**” is defined as an aspect of an offeror’s proposal that has merit or exceeds specified performance or capability requirements in a way that is advantageous to the Government during contract performance.

A “**Deficiency**” is defined as a material failure of a proposal to meet a Government requirement, or a combination of significant weaknesses, in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

The rating adjectives to be used are as follows:

a. **Excellent.** The proposal meets the fullest expectations of the Government. The offeror has convincingly demonstrated that the RFQ's requirements have been analyzed, evaluated, and synthesized into approaches, plans,

and techniques that, when implemented, should result in an outstanding, effective, efficient, and economical performance under the contract. An assigned rating within "excellent" indicates that, in terms of the specific factor (or subfactors), the proposal contains essentially no weaknesses or deficiencies and meets the fullest expectations of the Government.

b. **Good.** The proposal is fully responsive with no significant deficiencies. Fulfilling the definition of "good" indicates that, in terms of the specific factor (or subfactors), the proposal demonstrates a level of effort that meets the RFQ's requirements, and that this effort has produced, or could produce, results which should prove to be substantially beneficial to the project.

c. **Fair.** The proposal is adequately responsive with minor deficiencies, but no major deficiencies noted. An assigned rating within "fair" indicates that, in terms of the specific factor (or subfactors), any deficiencies noted are of a minor nature that should not seriously affect the offeror's performance. A rating within "fair" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, or contrarily, weaknesses that could diminish the quality of the effort or increase the risks of failure.

d. **Marginal.** The proposal contains significant weaknesses in several factors or subfactors. A rating of "marginal" indicates that, in terms of the specific factor (or subfactors), the offeror may satisfactorily complete the assigned tasks, but there is significant risk that the contractor will not successfully complete the effort.

e. **Poor.** The proposal is not adequately responsive or does not address the specific factors or subfactors. The offeror's interpretation of the Government's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to be unsatisfactory. The assignment of a rating within the bounds of "poor" indicates a probability that the deficiencies will cause the overall project to fail.

Factor 3 - Past Performance:

The Supplier Performance Risk System (SPRS) and CPARS for these services will be used to obtain Past Performance on quoters.

Vendors lacking relevant past performance history will not be evaluated favorably or unfavorably on past performance and will receive a neutral rating.

Offerors are reminded that the Government reserves the right to use information to evaluate past performance obtained from sources other than those identified by the vendor. The Government may send additional questionnaires and/or obtain information from sources identified by the Government evaluation team.

Factor 4 - Price:

The price quoted shall be submitted separately from the technical proposal. The vendor shall submit quoted pricing for each CLIN total. The Government will evaluate the reasonableness of the price of each acceptable quote in relation to the vendor's relative capability.

Six-month extension pricing required. CLIN will be added at Contracting Officer discretion.

CLIN 0004 will be added if the Contracting Officer determines to use the six-month extension. The vendors quote shall include six one month set of additional pricing data for FAR 52.217-8.

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

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful vendor within the time for acceptance specified in the offer, shall result in a binding contract without further action by either

party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

SUBMISSION OF QUOTES: Quotes may be submitted via email to John Hounshell, john.hounshell@usmc.mil (PREFERRED METHOD) or via hand delivery/courier to Contracting Department, Bldg. 316, G Street, 2nd Floor, Camp Lejeune, NC 28542. It is solely the Offeror's responsibility to ensure quotes are submitted in accordance with FAR provision 52.212-1 including its addenda and received within the required timeframe. All quotes, if timely received, will be considered for award. The information submitted shall be clear and legible.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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 \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

"Women-owned 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: ____ .]

(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.

(d) Certifications and 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 Subparts 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 not an inverted domestic corporation; and

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

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

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

(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 website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

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

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

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

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

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

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

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

XX (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).

____ (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.)

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

____ (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).

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

___ (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]

XX (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.

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

XX (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).

XX (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).

XX (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (MAR 2023) (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).

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

____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).

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

XX (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

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

____ (ii) Alternate I (JUL 2014) of 52.222-35.

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

____ (ii) Alternate I (JUL 2014) of 52.222-36.

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

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

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

____ (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.

XX (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).

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

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

____ (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.

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

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

____ (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).

XX (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.]

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

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

XX (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).

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

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

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

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

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

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

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

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

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

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

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

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xiii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).
- (xiii) _____ (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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-4 ECONOMIC PRICE ADJUSTMENT--LABOR AND MATERIAL (JAN 2017)

- (a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period

that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for-

(i) Supplies or services for which the production cost is not affected by such changes,

(ii) Changes in rates or unit prices other than those shown in the Schedule, or

(iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(End of clause)

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

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

(End of clause)

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION 2020-00019) (DEC 2022)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

(1) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding

Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Mr. Waymon Gardner, Contracting Officer, Bldg 316 "G" Street, Camp Lejeune, NC 28547.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

(End of clause)

252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(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 defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [] does, [] does not provide covered defense 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.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense 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.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this

solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense 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, then the Offeror shall complete the following additional representation:

The Offeror represents that it [] will [] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023)

(a) Definitions. As used in this provision--

Item risk means the probability that a product, based on intended use, will introduce performance risk resulting in safety issues, mission degradation, or monetary loss.

Price risk means a measure of whether a proposed price for a product or service is consistent with historical prices paid for that item or service.

Supplier risk means the probability that an award may subject the procurement to the risk of unsuccessful performance or to supply chain risk (see Defense Federal Acquisition Regulation Supplement 239.7301).

(b) The Supplier Performance Risk System (SPRS), available at <https://picc.eb.mil/>, will be used in the evaluation of the Quoter or Offeror's performance. SPRS retrieves item, price, quality, delivery, and contractor information on contracts from Government reporting systems in order to develop risk assessments.

(c) The Contracting Officer will consider SPRS risk assessments during the evaluation of quotations or offers received in response to this solicitation as follows:

(1) Item risk will be considered to determine whether the procurement represents a high performance risk to the Government.

(2) Price risk will be considered in determining if a proposed price is consistent with historical prices paid for a product or a service or otherwise creates a risk to the Government.

(3) Supplier risk, including but not limited to quality and delivery, will be considered to assess the risk of unsuccessful performance and supply chain risk.

(d) SPRS risk assessments are generated daily. Quoters or Offerors are able to access their risk assessments by following the access instructions in the SPRS user's guide available at <https://www.sprs.csd.disa.mil/reference.htm>. Quoters and Offerors are granted access to SPRS for their own risk assessment classifications only. SPRS reporting procedures and risk assessment methodology are detailed in the SPRS user's guide. The method to challenge a rating generated by SPRS is also provided in the user's guide. SPRS evaluation criteria are available at https://www.sprs.csd.disa.mil/pdf/SPRS_DataEvaluationCriteria.pdf.

(e) The Contracting Officer may consider any other available and relevant information when evaluating a quotation or an offer.

(End of provision)

252.225-7059 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION - CERTIFICATION (DEC 2022)

(a) Definitions. Forced labor, person, and XUAR, as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) Prohibition. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on certain procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) Certification.

(1) The Offeror does ☐ does not ☐ certify that the Offeror has made a good faith effort to determine that forced labor from XUAR was not or will not be used in the performance of a contract resulting from this solicitation.

(2) Offerors who do not certify having made a good faith effort will not be eligible for award.

(End of provision)

252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION (JAN 2023)

(a) Definitions. As used in this clause--

Forced Labor means all work or service which is exacted from any person under the menace of any penalty for its nonperformance and for which the worker does not offer themselves voluntarily.

Person means--

(1) A natural person, corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group; or

(2) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in paragraph (1) of this definition.

XUAR means the Xinjiang Uyghur Autonomous Region of the People's Republic of China.

(b) Prohibition. The Contractor shall not provide any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs throughout the entire period of performance of the contract.

(c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in subcontracts including subcontracts for commercial products, commercially available off-the-shelf items, and commercial services.

(End of clause)

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

TO BE COMPLETED AT TIME OF AWARD

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

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

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

(g) WAWF point of contact.

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

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) _____ is/are incrementally funded. For this/these item(s), the sum of \$---- _____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

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

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

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

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

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

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$-- _____

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

EMPLOYEE CLASS	MONETARY WAGE – FRINGE BENEFITS	EQUIVALENT GOVERNMENT RATING
31010 – Airplane Pilot	\$31.73 – 42.1%	GS-11

(End of clause)

WAGE DETERMINATION

WAGE DETERMINATION REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210 Wage Determination No.: 2015-4389 Revision No.: 23 Date Of Last Revision: 12/27/2022
Daniel W. Simms Division of Director Wage Determinations	

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

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

State: North Carolina

Area: North Carolina County of Onslow

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.29
01012 - Accounting Clerk II		17.16
01013 - Accounting Clerk III		19.20
01020 - Administrative Assistant		28.40
01035 - Court Reporter		19.19
01041 - Customer Service Representative I		13.73***
01042 - Customer Service Representative II		14.98***
01043 - Customer Service Representative III		16.81
01051 - Data Entry Operator I		15.27
01052 - Data Entry Operator II		16.66
01060 - Dispatcher Motor Vehicle		17.19
01070 - Document Preparation Clerk		15.28
01090 - Duplicating Machine Operator		15.28
01111 - General Clerk I		13.16***
01112 - General Clerk II		14.36***
01113 - General Clerk III		16.12
01120 - Housing Referral Assistant		21.39
01141 - Messenger Courier		12.46***
01191 - Order Clerk I		14.01***
01192 - Order Clerk II		15.28
01261 - Personnel Assistant (Employment) I		16.52
01262 - Personnel Assistant (Employment) II		18.49
01263 - Personnel Assistant (Employment) III		20.60
01270 - Production Control Clerk		20.71
01290 - Rental Clerk		13.73***
01300 - Scheduler Maintenance		17.15
01311 - Secretary I		17.15
01312 - Secretary II		19.19
01313 - Secretary III		21.39
01320 - Service Order Dispatcher		15.13
01410 - Supply Technician		28.40
01420 - Survey Worker		17.37
01460 - Switchboard Operator/Receptionist		13.02***
01531 - Travel Clerk I		14.18***
01532 - Travel Clerk II		15.16

01533 - Travel Clerk III	16.19
01611 - Word Processor I	15.28
01612 - Word Processor II	17.15
01613 - Word Processor III	19.19
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.24
05010 - Automotive Electrician	19.33
05040 - Automotive Glass Installer	17.76
05070 - Automotive Worker	17.76
05110 - Mobile Equipment Servicer	15.82***
05130 - Motor Equipment Metal Mechanic	19.71
05160 - Motor Equipment Metal Worker	17.76
05190 - Motor Vehicle Mechanic	19.71
05220 - Motor Vehicle Mechanic Helper	14.83***
05250 - Motor Vehicle Upholstery Worker	16.21
05280 - Motor Vehicle Wrecker	17.76
05310 - Painter Automotive	18.99
05340 - Radiator Repair Specialist	17.76
05370 - Tire Repairer	15.04***
05400 - Transmission Repair Specialist	19.71
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.12***
07041 - Cook I	15.12***
07042 - Cook II	17.41
07070 - Dishwasher	10.19***
07130 - Food Service Worker	10.84***
07210 - Meat Cutter	19.02
07260 - Waiter/Waitress	9.32***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	23.03
09040 - Furniture Handler	13.82***
09080 - Furniture Refinisher	23.03
09090 - Furniture Refinisher Helper	16.98
09110 - Furniture Repairer Minor	20.17
09130 - Upholsterer	23.03
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	10.99***
11060 - Elevator Operator	11.43***
11090 - Gardener	18.57
11122 - Housekeeping Aide	11.43***
11150 - Janitor	11.43***
11210 - Laborer Grounds Maintenance	13.72***
11240 - Maid or Houseman	10.45***
11260 - Pruner	12.19***
11270 - Tractor Operator	16.85
11330 - Trail Maintenance Worker	13.72***
11360 - Window Cleaner	12.86***
12000 - Health Occupations	
12010 - Ambulance Driver	19.78
12011 - Breath Alcohol Technician	19.78
12012 - Certified Occupational Therapist Assistant	27.13
12015 - Certified Physical Therapist Assistant	25.50
12020 - Dental Assistant	21.49
12025 - Dental Hygienist	35.45
12030 - EKG Technician	29.97

12035 - Electroneurodiagnostic Technologist	29.97
12040 - Emergency Medical Technician	19.78
12071 - Licensed Practical Nurse I	17.68
12072 - Licensed Practical Nurse II	19.78
12073 - Licensed Practical Nurse III	22.04
12100 - Medical Assistant	14.61***
12130 - Medical Laboratory Technician	22.87
12160 - Medical Record Clerk	19.22
12190 - Medical Record Technician	21.51
12195 - Medical Transcriptionist	17.68
12210 - Nuclear Medicine Technologist	43.46
12221 - Nursing Assistant I	11.97***
12222 - Nursing Assistant II	13.46***
12223 - Nursing Assistant III	14.69***
12224 - Nursing Assistant IV	16.49
12235 - Optical Dispenser	21.58
12236 - Optical Technician	17.68
12250 - Pharmacy Technician	17.03
12280 - Phlebotomist	17.53
12305 - Radiologic Technologist	28.25
12311 - Registered Nurse I	24.84
12312 - Registered Nurse II	30.39
12313 - Registered Nurse II Specialist	30.39
12314 - Registered Nurse III	36.77
12315 - Registered Nurse III Anesthetist	36.77
12316 - Registered Nurse IV	44.07
12317 - Scheduler (Drug and Alcohol Testing)	24.50
12320 - Substance Abuse Treatment Counselor	22.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	24.90
13013 - Exhibits Specialist III	30.46
13041 - Illustrator I	20.11
13042 - Illustrator II	24.90
13043 - Illustrator III	30.46
13047 - Librarian	27.58
13050 - Library Aide/Clerk	16.01***
13054 - Library Information Technology Systems Administrator	24.90
13058 - Library Technician	20.11
13061 - Media Specialist I	17.97
13062 - Media Specialist II	20.11
13063 - Media Specialist III	22.42
13071 - Photographer I	17.96
13072 - Photographer II	20.11
13073 - Photographer III	24.90
13074 - Photographer IV	30.46
13075 - Photographer V	36.86
13090 - Technical Order Library Clerk	20.11
13110 - Video Teleconference Technician	17.99
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.16***
14042 - Computer Operator II	18.08
14043 - Computer Operator III	20.63
14044 - Computer Operator IV	22.40
14045 - Computer Operator V	24.80

14071 - Computer Programmer I	(see 1)	22.75
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.16***
14160 - Personal Computer Support Technician		22.40
14170 - System Support Specialist		26.81
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.93
15020 - Aircrew Training Devices Instructor (Rated)		37.41
15030 - Air Crew Training Devices Instructor (Pilot)		44.85
15050 - Computer Based Training Specialist / Instructor		30.93
15060 - Educational Technologist		32.76
15070 - Flight Instructor (Pilot)		44.85
15080 - Graphic Artist		28.64
15085 - Maintenance Test Pilot Fixed Jet/Prop		44.85
15086 - Maintenance Test Pilot Rotary Wing		44.85
15088 - Non-Maintenance Test/Co-Pilot		44.85
15090 - Technical Instructor		24.56
15095 - Technical Instructor/Course Developer		30.04
15110 - Test Proctor		19.82
15120 - Tutor		19.82
16000 - Laundry Dry-Cleaning Pressing And Related Occupations		
16010 - Assembler		9.76***
16030 - Counter Attendant		9.76***
16040 - Dry Cleaner		12.15***
16070 - Finisher Flatwork Machine		9.76***
16090 - Presser Hand		9.76***
16110 - Presser Machine Drycleaning		9.76***
16130 - Presser Machine Shirts		9.76***
16160 - Presser Machine Wearing Apparel Laundry		9.76***
16190 - Sewing Machine Operator		12.96***
16220 - Tailor		13.79***
16250 - Washer Machine		10.53***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.03
19040 - Tool And Die Maker		28.22
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.06***
21030 - Material Coordinator		21.48
21040 - Material Expediter		21.48
21050 - Material Handling Laborer		14.09***
21071 - Order Filler 1		3.17***
21080 - Production Line Worker (Food Processing)		16.06***
21110 - Shipping Packer		16.67
21130 - Shipping/Receiving Clerk		16.67
21140 - Store Worker I		13.37***
21150 - Stock Clerk		19.01
21210 - Tools And Parts Attendant		16.06***
21410 - Warehouse Specialist		16.06***
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		32.02

23019 - Aircraft Logs and Records Technician	25.14
23021 - Aircraft Mechanic I	30.35
23022 - Aircraft Mechanic II	32.02
23023 - Aircraft Mechanic III	33.64
23040 - Aircraft Mechanic Helper	21.17
23050 - Aircraft Painter	28.71
23060 - Aircraft Servicer	25.14
23070 - Aircraft Survival Flight Equipment Technician	28.71
23080 - Aircraft Worker	26.87
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.87
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	30.35
23110 - Appliance Mechanic	23.03
23120 - Bicycle Repairer	18.71
23125 - Cable Splicer	25.30
23130 - Carpenter Maintenance	17.96
23140 - Carpet Layer	21.54
23160 - Electrician Maintenance	24.13
23181 - Electronics Technician Maintenance I	27.85
23182 - Electronics Technician Maintenance II	29.77
23183 - Electronics Technician Maintenance III	31.47
23260 - Fabric Worker	20.17
23290 - Fire Alarm System Mechanic	24.34
23310 - Fire Extinguisher Repairer	18.71
23311 - Fuel Distribution System Mechanic	24.34
23312 - Fuel Distribution System Operator	18.71
23370 - General Maintenance Worker	17.44
23380 - Ground Support Equipment Mechanic	30.35
23381 - Ground Support Equipment Servicer	25.14
23382 - Ground Support Equipment Worker	26.87
23391 - Gunsmith I	18.71
23392 - Gunsmith II	21.54
23393 - Gunsmith III	24.34
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.59
23411 - Heating Ventilation And Air-Conditioning Mechanic (Research Facility)	23.83
23430 - Heavy Equipment Mechanic	25.52
23440 - Heavy Equipment Operator	21.50
23460 - Instrument Mechanic	24.34
23465 - Laboratory/Shelter Mechanic	23.03
23470 - Laborer	14.09***
23510 - Locksmith	23.03
23530 - Machinery Maintenance Mechanic	25.98
23550 - Machinist Maintenance	22.71
23580 - Maintenance Trades Helper	14.67***
23591 - Metrology Technician I	24.34
23592 - Metrology Technician II	25.68
23593 - Metrology Technician III	26.98
23640 - Millwright	24.34
23710 - Office Appliance Repairer	22.16
23760 - Painter Maintenance	20.57
23790 - Pipefitter Maintenance	24.20
23810 - Plumber Maintenance	22.89
23820 - Pneudraulic Systems Mechanic	24.34
23850 - Rigger	24.34
23870 - Scale Mechanic	21.54
23890 - Sheet-Metal Worker Maintenance	23.16

23910 - Small Engine Mechanic		21.54
23931 - Telecommunications Mechanic I		30.18
23932 - Telecommunications Mechanic II		31.84
23950 - Telephone Lineman		26.42
23960 - Welder Combination Maintenance		22.26
23965 - Well Driller		24.34
23970 - Woodcraft Worker		24.34
23980 - Woodworker		18.71
24000 - Personal Needs Occupations		
24550 - Case Manager		18.96
24570 - Child Care Attendant		11.68***
24580 - Child Care Center Clerk		14.94***
24610 - Chore Aide		10.69***
24620 - Family Readiness And Support Services Coordinator		17.01
24630 - Homemaker		17.01
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		23.46
25040 - Sewage Plant Operator		23.98
25070 - Stationary Engineer		23.46
25190 - Ventilation Equipment Tender		16.36
25210 - Water Treatment Plant Operator		23.98
27000 - Protective Service Occupations		
27004 - Alarm Monitor		17.06
27007 - Baggage Inspector		14.77***
27008 - Corrections Officer		19.29
27010 - Court Security Officer		20.04
27030 - Detection Dog Handler		17.06
27040 - Detention Officer		19.29
27070 - Firefighter		21.66
27101 - Guard I		14.77***
27102 - Guard II		17.06
27131 - Police Officer I		22.04
27132 - Police Officer II		24.50
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		14.30***
28042 - Carnival Equipment Repairer		15.75
28043 - Carnival Worker		10.34***
28210 - Gate Attendant/Gate Tender		17.72
28310 - Lifeguard		15.79***
28350 - Park Attendant (Aide)		19.83
28510 - Recreation Aide/Health Facility Attendant		14.47***
28515 - Recreation Specialist		24.56
28630 - Sports Official		15.79***
28690 - Swimming Pool Operator		20.83
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		21.54
29020 - Hatch Tender		21.54
29030 - Line Handler		21.54
29041 - Stevedore I		20.17
29042 - Stevedore II		23.03
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		15.56***

30022 - Archeological Technician II	18.98
30023 - Archeological Technician III	23.50
30030 - Cartographic Technician	23.62
30040 - Civil Engineering Technician	21.02
30051 - Cryogenic Technician I	23.89
30052 - Cryogenic Technician II	26.38
30061 - Drafter/CAD Operator I	15.56***
30062 - Drafter/CAD Operator II	17.41
30063 - Drafter/CAD Operator III	19.41
30064 - Drafter/CAD Operator IV	23.89
30081 - Engineering Technician I	14.39***
30082 - Engineering Technician II	16.14***
30083 - Engineering Technician III	18.06
30084 - Engineering Technician IV	22.38
30085 - Engineering Technician V	27.38
30086 - Engineering Technician VI	33.12
30090 - Environmental Technician	23.44
30095 - Evidence Control Specialist	20.86
30210 - Laboratory Technician	22.43
30221 - Latent Fingerprint Technician I	23.89
30222 - Latent Fingerprint Technician II	26.38
30240 - Mathematical Technician	22.25
30361 - Paralegal/Legal Assistant I	20.90
30362 - Paralegal/Legal Assistant II	25.88
30363 - Paralegal/Legal Assistant III	31.67
30364 - Paralegal/Legal Assistant IV	38.31
30375 - Petroleum Supply Specialist	25.51
30390 - Photo-Optics Technician	21.48
30395 - Radiation Control Technician	25.51
30461 - Technical Writer I	21.77
30462 - Technical Writer II	26.63
30463 - Technical Writer III	32.22
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	23.89
30502 - Weather Forecaster II	29.06
30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2)	19.41
30621 - Weather Observer Senior (see 2)	21.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	11.55***
31030 - Bus Driver	16.85
31043 - Driver Courier	12.38***
31260 - Parking and Lot Attendant	10.26***
31290 - Shuttle Bus Driver	13.51***
31310 - Taxi Driver	11.92***
31361 - Truckdriver Light	13.64***
31362 - Truckdriver Medium	14.80***
31363 - Truckdriver Heavy	18.17
31364 - Truckdriver Tractor-Trailer	18.17
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***

99030 - Cashier	10.74***
99050 - Desk Clerk	10.47***
99095 - Embalmer	26.22
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	14.22***
99252 - Laboratory Animal Caretaker II	15.65***
99260 - Marketing Analyst	23.10
99310 - Mortician	26.22
99410 - Pest Controller	19.47
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	17.72
99711 - Recycling Specialist	21.77
99730 - Refuse Collector	15.75***
99810 - Sales Clerk	12.19***
99820 - School Crossing Guard	15.15***
99830 - Survey Party Chief	22.48
99831 - Surveying Aide	13.30***
99832 - Surveying Technician	18.23
99840 - Vending Machine Attendant	20.95
99841 - Vending Machine Repairer	26.58
99842 - Vending Machine Repairer Helper	20.95

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years and 4 weeks after 20 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 drying 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))."