

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 36	
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

RFQ INSTRUCTIONS TO QUOTERS:**1.0 SCOPE**

1.1 The 144 Fighter Wing is seeking yoga course instruction services at the Fresno Air National Guard Base. The Period of Performance shall be one (1) Base Year of 12 months and four (4) 12-month option years. All details are incorporated in this request for quote and further explained in the performance work statement.

1.2 You are invited to submit a quote in response to our Request for Quotes (RFQ) W50S6T-23-Q-0009. As a result of this solicitation, the Government intends to award a single Firm Fixed Price (FFP) contract to the responsible quoter whose quote represents the best value after evaluation in accordance with any factors and subfactors in the solicitation.

1.3 This solicitation is set-aside 100% for small businesses. Interested quoters must be registered in the System for Award Management (SAM). To register go to: www.sam.gov. Instructions for registering are on the web page.

2.0 FORMAL COMMUNICATION, QUOTER EXPLANATIONS

2.1 Submit all questions via email to the contracting office at the address shown below.

To: 144.FW.FAL.MSC.Contracting@us.af.mil

Subject: Reference No. W50S6T-23-Q-0009

2.2 Any explanation desired by a quoter regarding the meaning or interpretation of the solicitation, or quotes, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach quoters before the submission of their quote.

2.3 Any interpretations made will be in the form of an amendment of the solicitation, specifications, etc., and will be furnished to all prospective quoters via posting to www.sam.gov. For security reasons, any technical data related to this solicitation will be distributed using Contract Opportunities (www.sam.gov). Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding. Questions (on a non-attribution basis) and answers shall be furnished to all prospective quoters via www.sam.gov.

3.0 AMENDMENTS PRIOR TO DATE SET FOR RECEIPT OF QUOTES

3.1 The right is reserved, as the interest of the Government may require, to revise or amend, any specifications or drawings or both prior to and/or after the date set for receipt of quotes as necessary. Such amendments, if any, will be announced by an amendment or amendments to this Request for Quotes. All information relating to this RFQ, including pertinent changes/amendments and information prior to the date set for receipt of proposals will be posted at www.sam.gov. Quoters are strongly cautioned to check this site frequently and to “refresh” their web page to ensure they have the latest information. Receipt by the quoter must be acknowledged in accordance with the procedures detailed in FAR provision 52.212-1.

4.0 WAGE DETERMINATION

4.1 The Service Contract Labor Standards, formerly known as the Service Contract Act, are applicable to this requirement. Current prevailing wage determination(s) at time of issuance of solicitation are 2015-5609 dated 12/27/2022 for Fresno County, CA.

4.2 In the event the current prevailing Wage Determination is changed by the Department of Labor prior to the closing date of the solicitation, the most current wage determination is in effect. Applicable wage rates can be found at www.sam.gov.

5.0 QUOTE EXPENSES AND PRE-CONTRACT COSTS

5.1 This RFQ does not commit the Government to pay costs incurred in preparation and submission of initial and subsequent quotes or for other costs incurred prior to award of a formal contract.

6.0 SUBMISSION REQUIREMENTS AND INSTRUCTIONS

6.1 Quote submissions are to conform with the requirements detailed in FAR provision 52.212-1.

6.2 Quoters are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete quote. Failure to furnish a complete quote, at the time of submission, may result in the quote being unacceptable to the Government and eliminated from consideration for award.

6.3 Quotes shall be submitted electronically to the following email address:

144.FW.FAL.MSC.Contracting@us.af.mil

7.0 EVALUATION OF QUOTES

7.1 The successful quote will be determined in accordance with the procedures in Federal Acquisition Regulation (FAR) 13.106-2, "Evaluations of Quotations or Offers".

7.2 Award will be made to the lowest-priced, responsive quote.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Yoga Course Sessions FFP	102	Each		
	Semiweekly yoga course offerings. Contractor shall perform services in accordance with the Performance Work Statement (PWS). Individual sessions will be scheduled in accordance with paragraph 1.4 of the PWS, and will span throughout the period of performance. Scheduling shall be confirmed with the Contracting Officer's Representative (COR).				
	FOB: Destination				
	SIGNAL CODE: A				
	PSC CD: G003				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		98	Each		
OPTION	Yoga Course Sessions FFP				

Semiweekly yoga course offerings. Contractor shall perform services in accordance with the Performance Work Statement (PWS). Individual sessions will be scheduled in accordance with paragraph 1.4 of the PWS, and will span throughout the period of performance. Scheduling shall be confirmed with the Contracting Officer's Representative (COR).

FOB: Destination
SIGNAL CODE: A
PSC CD: G003

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		98	Each		
OPTION	Yoga Course Sessions FFP				

Semiweekly yoga course offerings. Contractor shall perform services in accordance with the Performance Work Statement (PWS). Individual sessions will be scheduled in accordance with paragraph 1.4 of the PWS, and will span throughout the period of performance. Scheduling shall be confirmed with the Contracting Officer's Representative (COR).

FOB: Destination
SIGNAL CODE: A
PSC CD: G003

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		97	Each		
OPTION	Yoga Course Sessions FFP				

Semiweekly yoga course offerings. Contractor shall perform services in accordance with the Performance Work Statement (PWS). Individual sessions will be scheduled in accordance with paragraph 1.4 of the PWS, and will span throughout the period of performance. Scheduling shall be confirmed with the Contracting Officer's Representative (COR).

FOB: Destination
SIGNAL CODE: A
PSC CD: G003

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		97	Each		
OPTION	Yoga Course Sessions FFP				

Semiweekly yoga course offerings. Contractor shall perform services in accordance with the Performance Work Statement (PWS). Individual sessions will be scheduled in accordance with paragraph 1.4 of the PWS, and will span throughout the period of performance. Scheduling shall be confirmed with the Contracting Officer's Representative (COR).

FOB: Destination
SIGNAL CODE: A
PSC CD: G003

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 29-MAR-2023 TO 28-MAR-2024	N/A	144 HEADQUARTERS - F6W0WG ELIZABETH FRAIRE 5323 E. MCKINLEY AVE. FRESNO CA 93727 (559) 454-5493 FOB: Destination	F6W0WG
0002	POP 29-MAR-2024 TO 28-MAR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F6W0WG
0003	POP 29-MAR-2025 TO 28-MAR-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F6W0WG
0004	POP 29-MAR-2026 TO 28-MAR-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F6W0WG
0005	POP 29-MAR-2027 TO 28-MAR-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F6W0WG

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
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
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021

52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-3 Alt I (Dev)	Offeror Representations and Certifications - Commercial Products and Commercial Services (Deviation 2023-O0002) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	DEC 2022
52.219-28	Post-Award Small Business Program Rerepresentation	OCT 2022
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019

252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements	MAR 2022
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	JAN 2023
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-O0015)	MAY 2020
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors-- Prohibition on Fees and Consideration	JAN 2023
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.244-7000	Subcontracts for Commercial Products or Commercial Services	JAN 2023
252.247-7023	Transportation of Supplies by Sea	JAN 2023

CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-00021) (DEC 2022)

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

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

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

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

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(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 (OCT 2015) (38 U.S.C. 4212).

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

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

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

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

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

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Act 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 Act 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).

(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 (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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)

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within the duration of the contract. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(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 the duration of the contract; 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 60 months.

(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

28510 - Recreation Aide/Health Facility Attendant	14.51***
28515 - Recreation Specialist	24.63

(End of clause)

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):

<https://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):

<https://www.acquisition.gov/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items—

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

N/A

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

Invoice 2in1

(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.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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	F87700
Issue By DoDAAC	W50S6T
Admin DoDAAC**	W50S6T
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	F6W0WG
Service Acceptor (DoDAAC)	F6W0WG
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

(g) WAWF point of contact.

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

christopher.drudge@us.af.mil
angela.barbe.1@us.af.mil
melissa.canfield@us.af.mil
antoan.tripp@us.af.mil
144.FW.FAL.MSC.Contracting@us.af.mil

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

(End of clause)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

YOGA INSTRUCTOR SERVICES
144TH FIGHTER WING
FRESNO, CALIFORNIA

1. DESCRIPTION OF SERVICES: The contractor shall provide the services necessary to operate a yoga exercise program for the 144th Fighter Wing Social Connection and Wellness Program, located at the DFAC as well as offer a simultaneous virtual option.

1.1 PERFORMANCE PERIOD. The Period of Performance shall be one (1) Base Year of 12 months and four (4) 12-month option years.

1.2 BASIC SERVICES. The contractor shall provide all personnel, labor, fitness routines and their own transportation and equipment to facilitate a group yoga program at the 144th Fighter Wing Fresno Air National Guard Base, CA.

1.2.1 Group Fitness Instruction. The contractor shall provide safe and effective beginner and advanced instruction in yoga fitness activities consistent with industry practices.

1.2.2 Special Qualifications. The contractor shall ensure all employees possess all required licenses/certifications in yoga instruction for the performance of this contract. This does not include education or other qualifications for the position in which the contractor employee is performing, dress codes, or other information. (NOTE: The Government does not provide training to contractors. Contractors must ensure that any personnel performing under a contract are fully trained, licensed, certified, and otherwise qualified to provide services.)

1.2.3 Subcontractor(s). The contractor is responsible for ensuring that any subcontractor(s) performing under this contract are fully trained, licensed, certified, and otherwise qualified to provide services.

1.3 SAFETY. The Contractor/Instructor shall educate class members on safety precautions and effective exercise principles, such as, proper techniques for the exercise being instructed to prevent injury and other safety activities necessary.

1.4 CLASS SCHEDULES/TIMES. The Contractor/Instructor shall conduct a total of two (2) one-hour fitness classes per week. Classes will be conducted Wednesdays 1530-1630 and Friday 0630-0730 in the DFAC.

1.4.1 Class Scheduled Times. The Contractor/Instructor shall ensure that class times are held at the times and days shown in paragraph 1.4. However, class times and days are subject to change to meet customer demand. Changes will be accomplished through a bilateral modification to the contract.

1.4.2 Class Start Times. The Contractor/Instructors shall ensure that classes begin at the published time. All necessary equipment and supplies shall be in place at the start of the class to ensure classes begin on time. The contractor shall ensure no more than one class conducted during the month fail to begin at the published time or are cancelled through fault of the instructor. The COR will monitor class start times and document any late starts and the apparent cause. The COR will report late starts to the Contract Manager (CM) for resolution.

1.5 CARE OF EQUIPMENT

1.5.1 Equipment Cleaning and Storage. The Contractor/Instructor shall ensure that at the conclusion of each class, all equipment is cleaned to remove dirt, body oils and perspiration and returned to the appropriate storage location with no more than 3 valid customer complaints per month.

1.5.1.1 Cleaning Supplies. The Contractor/Instructor shall ensure equipment wipes are provided by the COR/Government and made available in each group fitness class. If supplies are not available the instructor shall report the shortage of supplies to the COR.

1.5.1.2 Improperly Functioning Equipment. The Contractor/Instructors shall maintain a clean, safe environment for exercise and shall promptly notify the COR of any unclean or unsafe conditions encountered in performance of the work. The Contractor/Instructors shall promptly notify the COR of any broken, improperly functioning or hazardous equipment and shall restrict class participants from use of such equipment.

2. SERVICE DELIVERY SUMMARY

2.1 General. The Contractor service requirements are summarized into performance objectives that relate directly to contract performance. **Unless indicated elsewhere, these performance objectives will be measured monthly.** The performance threshold briefly describes the minimum acceptable levels of service required for each requirement.

2.2 Performance Evaluation. Performance of a service shall be evaluated to determine whether or not it meets the performance requirements of this contract. Re-performance of unacceptable services at no additional cost is the preferred course of action when appropriate.

3. AVAILABLE EQUIPMENT & SUPPLIES

3.1 The Government will provide, without cost to the Contractor, use of the facilities, equipment, materials, and services listed below. All Government equipment and supplies shall be used only for performance of this contract. At the close of each work period, Government equipment and supplies shall be secured.

3.2 The government will furnish space for the classes, cleaning wipes, attendance lists, and customer satisfaction survey cards. Members will provide their own yoga mats.

4. GENERAL INFORMATION

4.1 Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the KO in accordance with FAR 42.5. The KO, COR and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the KO will apprise the contractor of how the Government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced. The contractor shall resolve outstanding issues raised by the Government. Contractor attendance at these meetings shall be at no additional cost to the Government.

4.2 Contract Manager (CM). The contractor shall designate a CM who shall ensure performance under this contract. The name of this person, and an alternate who shall act for the contractor when the CM is absent, shall be designated in writing to the KO. The CM or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The CM shall work through the COR, to resolve issues, receive technical instructions, and ensure adequate performance of services. The CM shall ensure that contractor employees do not perform any services outside the scope of the contract without an official modification issued by the KO. The CM shall ensure contractor employees understand that services performed outside the scope of the contract are performed wholly at the expense of the contractor.

4.3 Contractor Employees. The contractor's employees shall become familiar with and obey the regulations of the installation; including fire, traffic, safety and security regulations while on the installation. Contractor employees should only enter restricted areas when required to do so and only upon prior approval. All contractor employees shall carry proper identification with them at all times, and shall be subject to such checks as may be deemed necessary. The contractor shall ensure compliance with all regulations and orders of the installation, which may affect performance. The Government reserves the right to direct the removal of an employee from Government property or revoke access to Government systems for misconduct, security reasons, or any overt evidence of communicable disease. Removal of contractor employees for reasons stated above does not relieve the Contractor from responsibility for total performance of this contract.

4.4 Dress and Appearance. Contractor personnel shall present a clean, neat and professional appearance and be easily recognized as contractor personnel. This may be accomplished by wearing distinctive clothing showing the name of the company and the individual or by wearing appropriate badges that contain the company name and employee name and do not interfere with or create a hazard in contract performance.

4.5 Injuries or Other Health Emergencies. The Instructor shall immediately notify the COR of any injuries or accidents pertaining to the class. The COR will request medical assistance. If the Sustainment staff is not available, the instructor shall immediately call Base Dial 911 from any base phone available within the facility. If using an off base phone (or cell phone), the number to the 144th Fighter Wing Command Post is: (559) 454-5155.

4.6 Hours of Operation. Hours of operation are as follows:

- Wednesdays 1530-1630
- Friday 0630-0730

4.7 Federal Holidays. There will be no classes on Federal Holidays.

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas

4.8 Down Days. Classes will not be held on scheduled days off (SDO). A listing of the SDOs may be obtained from either the COR or KO.

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

4.9.1 Unscheduled gate closures by the Security Police may occur at any time causing all personnel entering or exiting a closed installation to experience a delay. This cannot be predicted or prevented. Contractors are not compensated for unexpected closures or delays. Vehicles operated by contractor personnel are subject to search pursuant to applicable regulations. Any moving violation of any applicable motor vehicle regulation may result in the termination of the contractor employee's installation driving privileges.

4.9.2 For Contractors that do not require CAC but require access to a DoD Facility and/or Installation.

Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (TSDB) (AFI 10-245, AFI 31-101 and AFMAN 31-113), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

4.9.2.1 Base Access. Base security requires all personnel entering the installation be cleared for access. The contractor will provide first name, last name, date of birth and DBIDS code for all personnel accessing the base. The contractor shall submit this information using the Wing Form and DBIDS Pre-Enrollment application no later than five working days prior to the date of required access. Foreign national reviews require fourteen working days for review. All contractor personnel must maintain a valid driver's license, vehicle registration/proof of insurance (if applicable) at all times while on base. A Real ID is the preferred identification for base vetting purposes. In lieu of a Real ID, Original Social Security Card and Original Birth Certificate or a valid U.S. Passport will suffice. The primary method of Antiterrorism Awareness Level I Training will be by instructor.

4.9.2.1.1 DBIDS Pre-enrollment: <https://dbids-global-enroll.dmdc.mil/preenrollui/#/>

4.9.2.1.2 Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

4.9.2.1.3 Failure to comply with these requirements may result in withholding of final payment.

4.9.3 Antiterrorism Awareness Level I Training (AT Level I). This standard language is for contractor employees with an area of performance within a US Government controlled installation, facility or area. All contractor employees, to include subcontractor employees, requiring access to US Government installations, facilities and controlled access areas shall complete AT Level I training within 45 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. AT Level I may be accomplished by a Level I qualified instructor; completing the Force Protection computer-based training (CBT) course on Joint Knowledge Online (JKO) at <https://jkodirect.jten.mil/Atlas2/faces/page/login/Login.seam>. For those without a CAC, select "Non-CAC" user on the JKO site. Tracking for each contractor or subcontractor employee is the responsibility of the COR or unit AT Representative.

4.10 Parking. Generally, two gates are available for entry, however, conditions change with short notice. The COR will apprise the contractor of gate availability prior to contract start and as changes occur. Instructors should park in locations just northeast of the DFAC. Instructors shall consider gate closures and parking challenges in arriving to teach class. Inability to conveniently enter the base or to locate a nearby parking space will not be an acceptable excuse for starting classes after the published time.

4.11 Discrepancy Notification. COR will inform the CM (or authorized representative) when discrepancies occur and will request corrective action. COR will make a notation of the discrepancy on their surveillance checklist with the date and time the discrepancy was noted and will request the CM (or authorized representative) to initial the entry on the checklist.

4.12 Scope Changes. Any matter concerning a change to the scope, prices, terms or conditions of this contract shall be referred to the Contracting Officer.

4.13 Administrative Records. All records, documents, and associated papers provided by the Government and generated during the period of this contract become Government property and will remain in place upon contract termination or completion. During the period of the contract, records, documents, and associated papers shall be available for review.

4.14 Safety. The applicable Occupational Safety and Health Act (OSHA) standards will be mandatory for this contract. The Contractor shall comply with all Federal, State and Local laws concerning safety. Contractor shall manage all work areas to ensure the safety of building occupants, base personnel, or visitors in or near the areas. The Contractor must provide a Safety Plan to the COR for review and the plan must be implemented to ensure all personnel are aware of the safety requirements. Contractor must ensure that personnel are properly trained on the equipment they are tasked to operate. The Contractor shall provide support to the base safety office to resolve facilities and infrastructure related safety issues.

5.0 DEFINITIONS:

Contractor: A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

Deliverable: Anything that can be physically delivered and includes non-manufactured things such as meeting minutes or reports.

Discrepancy: A state or quality displaying an unexpected or unacceptable difference; inconsistency.

Quality Control: All necessary measures taken by the Contractor to ensure that the quality of an end product or service shall meet contract requirements.

Subcontractor: One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

Valid: An argument or point having a sound basis in logic or fact; reasonable.

6.0 ACRONYMS:

AFI	Air Force Instruction
AFMAN	Air Force Manual
ANGB	Air National Guard Base
AQL	Acceptable Quality Level
AT	Antiterrorism
CA	California
CAC	Common Access Card
CBT	Computer-based Training
CI	Critical Information
CM	Contract Manager
COR	Contracting Officer's Representative
DBIDS	Defense Biometrics Identification System
DFAC	Dining Facility
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DoDI	Department of Defense Instruction
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FPCON	Force Protection Condition
FW	Fighter Wing
HAF	Headquarters Air Force
IAW	In Accordance With
ID	Identification
JKO	Joint Knowledge Online
KO	Contracting Officer
N/A	Not Applicable
NACI	National Agency Check with Inquiries
NCIC-III	National Crime Information Center Interstate Identification Index
NLT	No Later Than
OCNUS	Outside the Contiguous United States
OPSEC	Operational Security
OSHA	Occupational Safety and Health Administration
PDF	Portable Document Format
PRS	Performance Requirements Summary
PWS	Performance Work Statement

QC	Quality Control
SDO	Scheduled Day Off
TE	Technical Exhibit
TSDB	Terrorist Screening Database
US	United States

7.0 APPLICABLE PUBLICATIONS: Publications applicable to this PWS are listed below:

Publication (Chapter/Page)	Date of Publication	Website
Federal Acquisition Regulation		https://www.acquisition.gov/?q=browsefar
Defense Federal Acquisition Regulation Supplement		http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html or https://www.acquisition.gov/dfars
DoDI 5200.46 DoD Investigative and Adjudicative Guidance for Issuing the Common Access Card (CAC)	09/09/2014 Change 2: 11/02/2020	https://www.esd.whs.mil/Portals/54/Documents/DD/issuances/dodi/520046p.pdf?ver=2018-05-04-092730-193

8.0 APPLICABLE FORMS: Forms applicable to the PWS are listed below:

Form	Date	Website
Sign-in-roster (Local)	N/A	N/A (Local form can be provided prior to and/or during performance)
Base Access Request Form	N/A	N/A (Local form provided prior to performance)

TECHNICAL EXHIBIT 1

Performance Requirements Summary (PRS)

This PRS includes performance objectives the Government will use to determine contractor performance and will compare contractor performance to the Acceptable Quality Level (AQL).

Performance Objective	Performance Standard	Acceptable Quality Levels (AQL)	Surveillance Method / By Whom
1.4.2 Class Start Times	The contractor shall ensure no more than one class conducted during the month fail to begin at the published time or are cancelled through fault of the instructor (per month).	No more than one (1) unexcused tardy or cancellation through fault of the instructor (per month).	100% Government Inspection The COR will monitor each session's start time, and notify the Contractor once they've reached the allowable amount of unexcused tardies/cancellations (1) for the month.
1.5.1 Equipment Cleaning & Storage	The Contractor/Instructor shall ensure that at the conclusion of each class, all equipment is cleaned to remove dirt, body oils and perspiration and returned to the appropriate storage location	No more than 3 valid customer complaints per month.	The COR will receive any and all complaints and determine the validity of each. The Contractor will be notified of any valid complaints once they become known.

TECHNICAL EXHIBIT 2

Deliverables Schedule

PWS Reference / Deliverable Title	Frequency	Number of Copies	Medium/Format	Submit To
4.9.2.1 Base Access Request Form	Initial; As Needed The contractor shall submit this information to the COR NLT ten (10) working days prior to the date of required access.	1 copy	Electronic Document shall be submitted in PDF format	COR
4.14 Safety Plan	Initial Contractor shall submit this information to the COR NLT five (5) working days prior to the start of performance.	1 copy	Electronic Document shall be submitted in either PDF or Word Doc format	COR
4.5 Safety Accident Reports	As Needed Contractor shall submit a statement of the incident to include: member's name, date and cause, immediately following the completion of class for that day.	1 copy	Electronic Document shall be submitted in either PDF or Word Doc format	COR

SCA 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
Daniel W. Simms Director	Division of Wage Determinations
	Wage Determination No.: 2015-5609 Revision No.: 20 Date Of Last Revision: 12/27/2022

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers

or extended on or after January 30,	at least \$12.15 per hour (or the applicable
2022:	wage rate listed on this wage determination,
	if it is higher) for all hours spent
	performing on the contract in 2023.

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

State: California

Area: California County of Fresno

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.47
01012 - Accounting Clerk II		19.60
01013 - Accounting Clerk III		21.93
01020 - Administrative Assistant		28.95
01035 - Court Reporter		37.03
01041 - Customer Service Representative I		14.56***
01042 - Customer Service Representative II		15.89***
01043 - Customer Service Representative III		17.83
01051 - Data Entry Operator I		15.25***
01052 - Data Entry Operator II		16.64
01060 - Dispatcher, Motor Vehicle		19.92
01070 - Document Preparation Clerk		17.70
01090 - Duplicating Machine Operator		17.70
01111 - General Clerk I		14.36***
01112 - General Clerk II		15.66***
01113 - General Clerk III		17.58
01120 - Housing Referral Assistant		21.02
01141 - Messenger Courier		16.94
01191 - Order Clerk I		16.27
01192 - Order Clerk II		17.75
01261 - Personnel Assistant (Employment) I		17.43
01262 - Personnel Assistant (Employment) II		19.50
01263 - Personnel Assistant (Employment) III		21.74
01270 - Production Control Clerk		22.26
01290 - Rental Clerk		15.64***
01300 - Scheduler, Maintenance		16.85
01311 - Secretary I		16.85
01312 - Secretary II		18.85
01313 - Secretary III		21.02
01320 - Service Order Dispatcher		19.07
01410 - Supply Technician		28.95
01420 - Survey Worker		20.35
01460 - Switchboard Operator/Receptionist		16.70
01531 - Travel Clerk I		16.89
01532 - Travel Clerk II		17.77
01533 - Travel Clerk III		19.24
01611 - Word Processor I		17.33
01612 - Word Processor II		19.45
01613 - Word Processor III		21.76
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.44

05010 - Automotive Electrician	21.34
05040 - Automotive Glass Installer	20.11
05070 - Automotive Worker	20.11
05110 - Mobile Equipment Servicer	17.70
05130 - Motor Equipment Metal Mechanic	22.55
05160 - Motor Equipment Metal Worker	20.12
05190 - Motor Vehicle Mechanic	22.55
05220 - Motor Vehicle Mechanic Helper	16.50
05250 - Motor Vehicle Upholstery Worker	18.92
05280 - Motor Vehicle Wrecker	20.11
05310 - Painter, Automotive	21.34
05340 - Radiator Repair Specialist	20.11
05370 - Tire Repairer	16.03***
05400 - Transmission Repair Specialist	22.55
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.70***
07041 - Cook I	16.63
07042 - Cook II	18.90
07070 - Dishwasher	14.00***
07130 - Food Service Worker	14.48***
07210 - Meat Cutter	17.36
07260 - Waiter/Waitress	14.00***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.92
09040 - Furniture Handler	14.08***
09080 - Furniture Refinisher	19.91
09090 - Furniture Refinisher Helper	16.17***
09110 - Furniture Repairer, Minor	18.55
09130 - Upholsterer	19.91
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.82***
11060 - Elevator Operator	14.82***
11090 - Gardener	19.58
11122 - Housekeeping Aide	14.87***
11150 - Janitor	14.87***
11210 - Laborer, Grounds Maintenance	16.85
11240 - Maid or Houseman	14.56***
11260 - Pruner	16.09***
11270 - Tractor Operator	18.38
11330 - Trail Maintenance Worker	16.85
11360 - Window Cleaner	15.62***
12000 - Health Occupations	
12010 - Ambulance Driver	18.28
12011 - Breath Alcohol Technician	24.39
12012 - Certified Occupational Therapist Assistant	34.72
12015 - Certified Physical Therapist Assistant	35.34
12020 - Dental Assistant	18.06
12025 - Dental Hygienist	44.44
12030 - EKG Technician	35.87
12035 - Electroneurodiagnostic Technologist	35.87
12040 - Emergency Medical Technician	18.28
12071 - Licensed Practical Nurse I	21.79
12072 - Licensed Practical Nurse II	24.39
12073 - Licensed Practical Nurse III	27.19
12100 - Medical Assistant	17.70
12130 - Medical Laboratory Technician	31.31
12160 - Medical Record Clerk	17.61
12190 - Medical Record Technician	19.71
12195 - Medical Transcriptionist	20.13
12210 - Nuclear Medicine Technologist	58.32
12221 - Nursing Assistant I	12.31***
12222 - Nursing Assistant II	13.84***

12223 - Nursing Assistant III	15.10***
12224 - Nursing Assistant IV	16.95
12235 - Optical Dispenser	22.14
12236 - Optical Technician	21.79
12250 - Pharmacy Technician	21.32
12280 - Phlebotomist	21.41
12305 - Radiologic Technologist	39.50
12311 - Registered Nurse I	29.00
12312 - Registered Nurse II	35.48
12313 - Registered Nurse II, Specialist	35.48
12314 - Registered Nurse III	45.16
12315 - Registered Nurse III, Anesthetist	45.16
12316 - Registered Nurse IV	51.45
12317 - Scheduler (Drug and Alcohol Testing)	30.21
12320 - Substance Abuse Treatment Counselor	23.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	31.31
13012 - Exhibits Specialist II	38.77
13013 - Exhibits Specialist III	47.42
13041 - Illustrator I	31.31
13042 - Illustrator II	38.77
13043 - Illustrator III	47.42
13047 - Librarian	42.94
13050 - Library Aide/Clerk	17.09
13054 - Library Information Technology Systems Administrator	39.43
13058 - Library Technician	21.35
13061 - Media Specialist I	27.97
13062 - Media Specialist II	31.31
13063 - Media Specialist III	34.90
13071 - Photographer I	19.08
13072 - Photographer II	21.34
13073 - Photographer III	24.63
13074 - Photographer IV	30.82
13075 - Photographer V	37.28
13090 - Technical Order Library Clerk	21.46
13110 - Video Teleconference Technician	23.49
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.00
14042 - Computer Operator II	21.26
14043 - Computer Operator III	23.70
14044 - Computer Operator IV	26.34
14045 - Computer Operator V	29.17
14071 - Computer Programmer I	(see 1) 22.87
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	19.00
14160 - Personal Computer Support Technician	26.34
14170 - System Support Specialist	32.94
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.05
15020 - Aircrew Training Devices Instructor (Rated)	37.56
15030 - Air Crew Training Devices Instructor (Pilot)	45.03
15050 - Computer Based Training Specialist / Instructor	31.05
15060 - Educational Technologist	46.80
15070 - Flight Instructor (Pilot)	45.03
15080 - Graphic Artist	24.79
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.01

15086 - Maintenance Test Pilot, Rotary Wing	45.01
15088 - Non-Maintenance Test/Co-Pilot	45.01
15090 - Technical Instructor	24.53
15095 - Technical Instructor/Course Developer	30.00
15110 - Test Proctor	19.80
15120 - Tutor	19.80
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	16.41
16030 - Counter Attendant	16.41
16040 - Dry Cleaner	18.75
16070 - Finisher, Flatwork, Machine	16.41
16090 - Presser, Hand	16.41
16110 - Presser, Machine, Drycleaning	16.41
16130 - Presser, Machine, Shirts	16.41
16160 - Presser, Machine, Wearing Apparel, Laundry	16.41
16190 - Sewing Machine Operator	19.53
16220 - Tailor	20.31
16250 - Washer, Machine	17.19
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.63
19040 - Tool And Die Maker	33.89
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.03
21030 - Material Coordinator	22.26
21040 - Material Expediter	22.26
21050 - Material Handling Laborer	14.95***
21071 - Order Filler	14.74***
21080 - Production Line Worker (Food Processing)	17.03
21110 - Shipping Packer	17.15
21130 - Shipping/Receiving Clerk	17.15
21140 - Store Worker I	15.63***
21150 - Stock Clerk	17.97
21210 - Tools And Parts Attendant	17.03
21410 - Warehouse Specialist	17.03
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.37
23019 - Aircraft Logs and Records Technician	27.37
23021 - Aircraft Mechanic I	32.63
23022 - Aircraft Mechanic II	34.37
23023 - Aircraft Mechanic III	36.12
23040 - Aircraft Mechanic Helper	24.04
23050 - Aircraft, Painter	30.89
23060 - Aircraft Servicer	27.37
23070 - Aircraft Survival Flight Equipment Technician	30.89
23080 - Aircraft Worker	29.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.10
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.63
23110 - Appliance Mechanic	28.34
23120 - Bicycle Repairer	16.36
23125 - Cable Splicer	31.01
23130 - Carpenter, Maintenance	27.42
23140 - Carpet Layer	20.72
23160 - Electrician, Maintenance	29.52
23181 - Electronics Technician Maintenance I	27.92
23182 - Electronics Technician Maintenance II	29.63
23183 - Electronics Technician Maintenance III	31.31
23260 - Fabric Worker	25.48
23290 - Fire Alarm System Mechanic	26.09
23310 - Fire Extinguisher Repairer	23.85
23311 - Fuel Distribution System Mechanic	31.49

23312 - Fuel Distribution System Operator	23.84
23370 - General Maintenance Worker	21.45
23380 - Ground Support Equipment Mechanic	32.63
23381 - Ground Support Equipment Servicer	27.37
23382 - Ground Support Equipment Worker	29.10
23391 - Gunsmith I	23.85
23392 - Gunsmith II	27.09
23393 - Gunsmith III	30.38
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.45
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	28.92
23430 - Heavy Equipment Mechanic	29.85
23440 - Heavy Equipment Operator	31.79
23460 - Instrument Mechanic	28.75
23465 - Laboratory/Shelter Mechanic	28.75
23470 - Laborer	14.95***
23510 - Locksmith	26.26
23530 - Machinery Maintenance Mechanic	28.40
23550 - Machinist, Maintenance	21.76
23580 - Maintenance Trades Helper	16.72
23591 - Metrology Technician I	28.75
23592 - Metrology Technician II	30.29
23593 - Metrology Technician III	31.82
23640 - Millwright	30.38
23710 - Office Appliance Repairer	18.48
23760 - Painter, Maintenance	21.92
23790 - Pipefitter, Maintenance	28.65
23810 - Plumber, Maintenance	27.12
23820 - Pneudraulic Systems Mechanic	30.38
23850 - Rigger	29.59
23870 - Scale Mechanic	27.09
23890 - Sheet-Metal Worker, Maintenance	26.72
23910 - Small Engine Mechanic	22.87
23931 - Telecommunications Mechanic I	28.99
23932 - Telecommunications Mechanic II	30.55
23950 - Telephone Lineman	41.11
23960 - Welder, Combination, Maintenance	21.19
23965 - Well Driller	24.09
23970 - Woodcraft Worker	30.38
23980 - Woodworker	23.85
24000 - Personal Needs Occupations	
24550 - Case Manager	18.51
24570 - Child Care Attendant	14.41***
24580 - Child Care Center Clerk	17.97
24610 - Chore Aide	14.27***
24620 - Family Readiness And Support Services Coordinator	18.51
24630 - Homemaker	18.51
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	40.06
25040 - Sewage Plant Operator	29.75
25070 - Stationary Engineer	40.06
25190 - Ventilation Equipment Tender	29.31
25210 - Water Treatment Plant Operator	29.75
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.49
27007 - Baggage Inspector	14.87***
27008 - Corrections Officer	36.59
27010 - Court Security Officer	33.80
27030 - Detection Dog Handler	16.64
27040 - Detention Officer	36.59

27070 - Firefighter	32.62
27101 - Guard I	14.87***
27102 - Guard II	16.64
27131 - Police Officer I	42.17
27132 - Police Officer II	46.87
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.92
28042 - Carnival Equipment Repairer	18.16
28043 - Carnival Worker	14.00***
28210 - Gate Attendant/Gate Tender	17.77
28310 - Lifeguard	14.19***
28350 - Park Attendant (Aide)	19.88
28510 - Recreation Aide/Health Facility Attendant	14.51***
28515 - Recreation Specialist	24.63
28630 - Sports Official	15.83***
28690 - Swimming Pool Operator	20.63
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.09
29020 - Hatch Tender	27.09
29030 - Line Handler	27.09
29041 - Stevedore I	25.48
29042 - Stevedore II	28.75
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	18.29
30022 - Archeological Technician II	20.47
30023 - Archeological Technician III	25.36
30030 - Cartographic Technician	25.36
30040 - Civil Engineering Technician	34.09
30051 - Cryogenic Technician I	26.75
30052 - Cryogenic Technician II	29.55
30061 - Drafter/CAD Operator I	18.29
30062 - Drafter/CAD Operator II	20.09
30063 - Drafter/CAD Operator III	22.82
30064 - Drafter/CAD Operator IV	28.08
30081 - Engineering Technician I	16.01***
30082 - Engineering Technician II	17.97
30083 - Engineering Technician III	20.69
30084 - Engineering Technician IV	24.90
30085 - Engineering Technician V	30.45
30086 - Engineering Technician VI	36.85
30090 - Environmental Technician	24.63
30095 - Evidence Control Specialist	24.16
30210 - Laboratory Technician	19.86
30221 - Latent Fingerprint Technician I	28.12
30222 - Latent Fingerprint Technician II	31.07
30240 - Mathematical Technician	25.39
30361 - Paralegal/Legal Assistant I	19.94
30362 - Paralegal/Legal Assistant II	24.03
30363 - Paralegal/Legal Assistant III	29.40
30364 - Paralegal/Legal Assistant IV	35.56
30375 - Petroleum Supply Specialist	29.55
30390 - Photo-Optics Technician	25.36
30395 - Radiation Control Technician	29.55
30461 - Technical Writer I	24.29
30462 - Technical Writer II	29.71
30463 - Technical Writer III	35.94
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	26.75
30502 - Weather Forecaster II	32.54
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.82
Surface Programs	
30621 - Weather Observer, Senior (see 2)	25.36
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	21.24
31030 - Bus Driver	28.88
31043 - Driver Courier	16.84
31260 - Parking and Lot Attendant	14.25***
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	14.40***
31361 - Truckdriver, Light	17.94
31362 - Truckdriver, Medium	19.17
31363 - Truckdriver, Heavy	22.56
31364 - Truckdriver, Tractor-Trailer	22.56
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	14.00***
99050 - Desk Clerk	14.26***
99095 - Embalmer	29.37
99130 - Flight Follower	26.22
99251 - Laboratory Animal Caretaker I	15.36***
99252 - Laboratory Animal Caretaker II	16.48
99260 - Marketing Analyst	28.90
99310 - Mortician	29.37
99410 - Pest Controller	18.03
99510 - Photofinishing Worker	13.78***
99710 - Recycling Laborer	24.24
99711 - Recycling Specialist	27.84
99730 - Refuse Collector	23.13
99810 - Sales Clerk	14.44***
99820 - School Crossing Guard	17.02
99830 - Survey Party Chief	34.51
99831 - Surveying Aide	22.95
99832 - Surveying Technician	31.37
99840 - Vending Machine Attendant	18.75
99841 - Vending Machine Repairer	22.70
99842 - Vending Machine Repairer Helper	18.75

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to

assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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