

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 88	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912L123Q0038	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME RICARDO GAMEZ				b. TELEPHONE NUMBER (No Collect Calls) 512-782-5131	
						8. OFFER DUE DATE/LOCAL TIME 09:00 AM 05 Apr 2023	
9. ISSUED BY  USPFO FOR TEXAS CONTRACTING BRANCH 2200 WEST 35TH STREET BLDG 66 AUSTIN TX 78703-1222  TEL: 512-782-1151 FAX: 512-782-5108		CODE W912L1		10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR:  <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)  NAICS: 722320 SIZE STANDARD: \$8,000,000			
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  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE		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
	<b>SEE SCHEDULE</b>						
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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
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 88	
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		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				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

52.212-2 (DEVIATION) ADDENDUM52.212-1(DEVIATION) ADDENDUM

Offerors are responsible to carefully read/follow the instructions as stated.

**SUBMISSION OF OFFERS:** Offers shall be submitted by due date and time provided on the SF1449, Block 8.

Proposals shall be submitted to: [ricardo.gamez2.civ@army.mil](mailto:ricardo.gamez2.civ@army.mil)

Submission of Quotes/Questions: THE SUBJECT LINE MUST READ: "RFQ W912L1-23-Q-0038 (See block 5 on page 1) Quote" on correspondence pertaining to this solicitation.

Please submit your quote No Later Than (NLT) the date and time in block 8 of page 1. Questions and Answers (Q&As) will be posted on sam.gov, as required.

Submit One (1) electronic copy as follows:

Standard Form (SF) 1449) – Offeror's shall sign and date; Block 17A the following information: Name of Company, Cage Code, SAM UEI #, address, phone number, and email address including Items 1-16. Contract Administration Data; SAM UEI Number; Acknowledgement of Solicitation Amendments.

Pricing shall be submitted using the Schedule of Supplies/Services within the Offer Form (SF1449).

It is not anticipated, but it may be necessary for the Government to request additional information regarding the cost components that make up the offeror's proposed price.

**TECHNICAL PROPOSAL:** The technical proposal shall address each factor in accordance with FAR 52.212-2 and clearly identify which factor is being addressed.

**ALL CLINS MUST HAVE UNIT AND TOTAL PRICE**  
**WRITE THE TOTAL AMOUNT OF YOUR QUOTE ON THE SOLICITATION and PROVIDE LITERATURE FOR THE ITEM.**

**PARTIAL PAYMENTS WILL BE AUTHORIZED FOR COMPLETED LINE ITEMS ONCE THE PERIOD OF PERFORMANCE HAS CLOSED.**

**QUESTIONS AND ANSWERS (Q&A) PERIOD:** The due date for all questions associated with this solicitation is NLT 8AM CST the day offers are due (See block 8, page 1).

It's the vendors responsibility to monitor the government website accordingly. No late Q&As, or quotes will be considered by the Government.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

BREAKFAST MEALS - NON PERSONAL SERVICES

FFP

Breakfast Catered Meals (DATES: 17 - 21 April 2023). In Support of the JF HQ  
TXARNG IDT Training. Total Meals: 1,100. Meal Breakdown Below:

17 Apr 23 - 220 Each

18 Apr 23 - 220 Each

19 Apr 23 - 220 Each

20 Apr 23 - 220 Each

21 Apr 23 - 220 Each

Delivery Location:

JF HQ TXARNG

Camp Swift Training Site

1705 N Highway 95

Bastrop, Texas 78602

Email all Quotes to ricardo.gamez2.civ@army.mil

FOB: Destination

PURCHASE REQUEST NUMBER: 0011915429-0001

PSC CD: S203

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002

1,030

Each

## DINNER MEALS - NON PERSONAL SERVICES

FFP

Dinner Catered Meals (DATES: 16 - 20 April 2023). In Support of the JF HQ TXARNG IDT Training. Total Meals: 1,030. Delivery location is the same as CLIN 0001 above. Meal Breakdown Below:

16 Apr 23 - 150 Each

17 Apr 23 - 220 Each

18 Apr 23 - 220 Each

19 Apr 23 - 220 Each

20 Apr 23 - 220 Each

FOB: Destination

PURCHASE REQUEST NUMBER: 0011915429-0001

PSC CD: S203

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003

330

Each

## BREAKFAST MEALS - NON PERSONAL SERVICES

FFP

Breakfast Catered Meals (DATES: 21 - 23 April 2023). In Support of the HQ 386th ENG BN IDT Training. Total Meals: 330. Delivery location is the same as CLIN 0001 above. Meal Breakdown Below:

21 Apr 23 - 85 Each

22 Apr 23 - 165 Each

23 Apr 23 - 80 Each

FOB: Destination

PURCHASE REQUEST NUMBER: 0011906064

PSC CD: S203

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		365	Each		
	LUNCH MEALS - NON PERSONAL SERVICES				
	FFP				
	Lunch Catered Meals (DATES: 21 - 23 April 2023). In Support of the HQ 386th ENG BN IDT Training. Delivery location is the same as CLIN 0001 above. Meal Breakdown Below:				
	21 Apr 23 - 45 Each				
	22 Apr 23 - 160 Each				
	23 Apr 23 - 160 Each				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011906064				
	PSC CD: S203				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		330	Each		
	DINNER MEALS - NON PERSONAL SERVICES				
	FFP				
	Dinner Catered Meals (DATES: 21 - 22 April 2023). In Support of the HQ 386th ENG BN IDT Training. Total Meals: 330. Delivery location is the same as CLIN 0001 above. Meal Breakdown Below:				
	21 Apr 23 - 165 Each				
	22 Apr 23 - 165 Each				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011906064				
	PSC CD: S203				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	DINNER MEALS - NON PERSONAL SERVICES FFP Dinner Catered Meals (DATES: 27 - 29 April 2023). In Support of the HHC 536th BSB IDT Training. Total Meals: 501. Delivery location is the same as CLIN 0001 above. Meal Breakdown Below:  27 Apr 23 - 167 Each 28 Apr 23 - 167 Each 29 Apr 23 - 167 Each FOB: Destination PURCHASE REQUEST NUMBER: 0011918227 PSC CD: S203	501	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	BREAKFAST MEALS - NON PERSONAL SERVICES FFP Breakfast Catered Meals (DATES: 28 - 30 April 2023). In Support of the HHC 536th BSB IDT Training. Total Meals: 501. Delivery location is the same as CLIN 0001 above. Meal Breakdown Below:  28 Apr 23 - 167 Each 29 Apr 23 - 167 Each 30 Apr 23 - 167 Each FOB: Destination PURCHASE REQUEST NUMBER: 0011918227 PSC CD: S203	501	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	BREAKFAST MEALS - NON PERSONAL SERVICES FFP Breakfast Catered Meals (DATES: 1 - 4 June 2023). In Support of the 136th MEB IDT Training. Total Meals: 1,592. Delivery location is the same as CLIN 0001 above. Meal Breakdown Below:  1 Jun 23 - 398 Each 2 Jun 23 - 398 Each 3 Jun 23 - 398 Each 4 Jun 23 - 398 Each FOB: Destination PURCHASE REQUEST NUMBER: 0011903953 PSC CD: S203	1,592	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	DINNER MEALS - NON PERSONAL SERVICES FFP Dinner Catered Meals (DATES: 1 - 4 June 2023). In Support of the 136th MEB IDT Training. Total Meals: 1,592. Delivery location is the same as CLIN 0001 above. Meal Breakdown Below:  1 Jun 23 - 398 Each 2 Jun 23 - 398 Each 3 Jun 23 - 398 Each 4 Jun 23 - 398 Each FOB: Destination PURCHASE REQUEST NUMBER: 0011903953 PSC CD: S203	1,592	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1,592	Each		

## LUNCH MEALS - NON PERSONAL SERVICES

FFP

Lunch Catered Meals (DATES: 1 - 4 June 2023). In Support of the 136th MEB IDT Training. Total Meals: 1,592. Delivery location is the same as CLIN 0001 above. Meal Breakdown Below:

1 Jun 23 - 398 Each

2 Jun 23 - 398 Each

3 Jun 23 - 398 Each

4 Jun 23 - 398 Each

FOB: Destination

PURCHASE REQUEST NUMBER: 0011903953

PSC CD: S203

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011					

## Meal Preparation Method

FFP

(1) Mobile Kitchen \_\_\_\_\_

(2) Commercial Kitchen within 10 miles from the event \_\_\_\_\_

(3) At the vendor site and driven to the event; if this is selected, what is the approximate mileage \_\_\_\_ miles \_\_\_\_\_

(4) Other: Explain \_\_\_\_\_.

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 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
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	N/A	N/A	N/A	N/A

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 17-APR-2023 TO 21-APR-2023	N/A	W90S22 - W8BB TXARNG ELEMENT, JF HQ BENJERMAN FENNEN W90S22 2200 W. 35TH ST. BLDG 8, J-STAFF AUSTIN TX 78703 512-782-1453 FOB: Destination	W90S22
0002	POP 16-APR-2023 TO 20-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90S22
0003	POP 21-APR-2023 TO 23-APR-2023	N/A	W5J9ZU - 0386 EN BN ENGINEER BATTAL 0386 EN BN ENGINEER BATTAL 0386 EN BN ENGINEER BATTAL 1552 COUNTY ROAD EL CAMPO TX 77437 512-782-5497 FOB: Destination	W5J9ZU
0004	POP 21-APR-2023 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9ZU
0005	POP 21-APR-2023 TO 22-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9ZU

0006	POP 27-APR-2023 TO 29-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9ZU
0007	POP 28-APR-2023 TO 30-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W5J9ZU
0008	POP 01-JUN-2023 TO 04-JUN-2023	N/A	0136 ME HHC HHC MANEUVER EN CPT CARL WILSON 1705 N STATE HWY 95 BASTROP TX 78602 (512) 534-7979 FOB: Destination	W56TUR
0009	POP 01-JUN-2023 TO 04-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56TUR
0010	POP 01-JUN-2023 TO 04-JUN-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W56TUR
0011	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
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
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.219-1	Small Business Program Representations	MAR 2023
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 2014
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
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	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
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
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations	SEP 2019
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7021	Trade Agreements--Basic	SEP 2019
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	SEP 2021
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
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	APR 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

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 Items. 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)

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(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:

Technical, Past Performance, and Price

Technical and past performance, when combined, are equal to price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options 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 offeror 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.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2021) ALTERNATE I (OCT 2014)

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

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

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. 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.

"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 the field of operation in which it is bidding on Government contracts, 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.

"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 the 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.

(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 Items, 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 to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

(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 it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

(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.

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(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, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

[The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

☐ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

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

(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.

(iii) The terms "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
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) 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.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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.

Other Foreign End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) 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 I.* If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line item No.
_____
_____
_____

[List as necessary]

(3) *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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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]

(5) *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; and

(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 Product

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) [ ☐ ] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

[ \_\_\_\_ ] TIN: \_\_\_\_ .

[ \_\_\_\_ ] TIN has been applied for.

[ \_\_\_\_ ] TIN is not required because:

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

[ \_\_\_\_ ] Offeror is an agency or instrumentality of a foreign government;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[ \_\_\_\_ ] Sole proprietorship;

[ \_\_\_\_ ] Partnership;

[ \_\_\_\_ ] Corporate entity (not tax-exempt);

[ \_\_\_\_ ] Corporate entity (tax-exempt);

[ \_\_\_\_ ] Government entity (Federal, State, or local);

[ \_\_\_\_ ] Foreign government;

[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

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

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. 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).

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

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

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

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

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

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

\_\_\_\_\_.

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

(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 items:

(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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

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

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

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (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)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (MAR 2020) of 52.219-4.

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

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

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

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

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

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

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (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 (JUN 2020) 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.

X (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

X (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (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 (EDWOSB) Concerns (MAR 2020) (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 (MAR 2020) (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 (MAR 2020) (15 U.S.C. 637(a)(17)).

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

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

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

X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

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

\_\_\_\_ (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.

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

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

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

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

X (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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 (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

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

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

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

\_\_\_\_ (ii) Alternate I (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.

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

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

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

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

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

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

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

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

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

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

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

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (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. 2302 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 (JUN 2020).

\_\_\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (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 (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

\_\_\_\_ (iii) Alternate II (FEB 2006) 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 items: (Contracting Officer check as appropriate.)

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

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

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

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

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

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

\_\_\_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

\_\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 items. 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 (JUN 2020) (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 (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

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

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

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

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

(xiii) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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 (Oct 2015) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

(B) Alternate I (Jan 2017) of [52.224-3](#).

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

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

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(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/Supplemental\\_Regulations](https://www.acquisition.gov/Supplemental_Regulations)

(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/content/regulations>

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation** (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)

## 252.204-7004 LEVEL I ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS (FEB 2019)

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

Military installation means a base, camp, post, station, yard, center, or other activity under the jurisdiction of the Secretary of a military department or, in the case of an activity in a foreign country, under the operational control of the Secretary of a military department or the Secretary of Defense (see 10 U.S.C. 2801(c)(4)).

(b) Training. Contractor personnel who require routine physical access to a Federally-controlled facility or military installation shall complete Level I antiterrorism awareness training within 30 days of requiring access and annually thereafter. In accordance with Department of Defense Instruction O-2000.16 Volume 1, DoD Antiterrorism (AT) Program Implementation: DoD AT Standards, Level I antiterrorism awareness training shall be completed--

(1) Through a DoD-sponsored and certified computer or web-based distance learning instruction for Level I antiterrorism awareness; or

(2) Under the instruction of a Level I antiterrorism awareness instructor.

(c) Additional information. Information and guidance pertaining to DoD antiterrorism awareness training is available at <https://jko.jten.mil/> or as otherwise identified in the performance work statement.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts, including subcontracts for commercial items, when subcontractor performance requires routine physical access to a Federally-controlled facility or military installation.

(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 (DEC 2019)

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)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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):

2 AND 1 INVOICING

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

(ii) For fixed price line items—

(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.

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

**Submit email to NG.TX.TXARNG.LIST.VOUCHER-EXAM-NGUXE@ARMY.MIL**

(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	HQ0670
Issue By DoDAAC	W912L1
Admin DoDAAC**	W912L1
Inspect By DoDAAC	W90S22
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W90S22
Service Acceptor (DoDAAC)	W90S22
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.

**Ricardo.gamez2.civ@army.mil**  
**Purchasing Agent**

**Patricia.gutierrez2.mil@army.mil**  
**Unit Representative**  
**WAWF Acceptor**

(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.

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

(End of clause)

#### 252.239-7098

#### **252.239-7098 Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites – Representation.**

(a) In accordance with section 8116 of Division C of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), or any other Act that extends to fiscal year 2021 funds the same prohibitions, none of the funds appropriated (or otherwise made available) by this or any other Act for DoD may be used to enter into a contract to maintain or establish a computer network unless such network is designed to block access to pornography websites. This prohibition does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities, or for any activity necessary for the national defense, including intelligence activities.

(b) Representation. By submission of its offer, the Offeror represents that it is not providing as part of its offer a proposal to maintain or establish a computer network unless such network is designed to block access to pornography websites.

(End of provision)

#### WAGE AND DETER (BASTROP COUNTY)

Last Revised Date

Dec 27, 2022

States and Counties

State

Texas

Counties

Bastrop, Caldwell, Hays, Travis, Williamson

Document

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

Wage Determination No.: 2015-5215  
Daniel W. Simms Division of | Revision No.: 24  
Director Wage Determinations| Date Of Last Revision: 12/27/2022

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

|If the contract is entered into on or |Executive Order 14026 generally applies to |

after January 30, 2022, or the the contract. |  
 contract is renewed or extended (e.g., |The contractor must pay all covered workers |  
 an option is exercised) on or after |at least \$16.20 per hour (or the applicable |  
 January 30, 2022: |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 Executive Order 13658 generally applies to |  
 between January 1, 2015 and January 29,|the contract. |  
 2022, and the contract is not renewed |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](http://www.dol.gov/whd/govcontracts).

State: Texas

Area: Texas Counties of Bastrop, Caldwell, Hays, Travis, Williamson

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	17.82	
01012 - Accounting Clerk II	20.00	
01013 - Accounting Clerk III	22.39	
01020 - Administrative Assistant	29.42	
01035 - Court Reporter	38.37	
01041 - Customer Service Representative I	14.56***	
01042 - Customer Service Representative II	15.98***	
01043 - Customer Service Representative III	17.83	
01051 - Data Entry Operator I	15.45***	
01052 - Data Entry Operator II	16.86	
01060 - Dispatcher, Motor Vehicle	19.87	
01070 - Document Preparation Clerk	17.92	
01090 - Duplicating Machine Operator	17.92	
01111 - General Clerk I	15.18***	
01112 - General Clerk II	16.57	
01113 - General Clerk III	18.61	
01120 - Housing Referral Assistant	22.35	
01141 - Messenger Courier	14.80***	
01191 - Order Clerk I	16.70	
01192 - Order Clerk II	18.23	
01261 - Personnel Assistant (Employment) I	17.70	
01262 - Personnel Assistant (Employment) II	19.80	
01263 - Personnel Assistant (Employment) III	22.07	
01270 - Production Control Clerk	22.85	
01290 - Rental Clerk	16.08***	

01300 - Scheduler, Maintenance	17.78
01311 - Secretary I	17.78
01312 - Secretary II	20.08
01313 - Secretary III	22.35
01320 - Service Order Dispatcher	17.76
01410 - Supply Technician	29.42
01420 - Survey Worker	17.59
01460 - Switchboard Operator/Receptionist	14.47***
01531 - Travel Clerk I	16.32
01532 - Travel Clerk II	17.62
01533 - Travel Clerk III	18.25
01611 - Word Processor I	15.42***
01612 - Word Processor II	17.31
01613 - Word Processor III	19.37
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.86
05010 - Automotive Electrician	23.07
05040 - Automotive Glass Installer	21.72
05070 - Automotive Worker	21.72
05110 - Mobile Equipment Servicer	18.91
05130 - Motor Equipment Metal Mechanic	24.40
05160 - Motor Equipment Metal Worker	21.72
05190 - Motor Vehicle Mechanic	24.40
05220 - Motor Vehicle Mechanic Helper	17.51
05250 - Motor Vehicle Upholstery Worker	20.25
05280 - Motor Vehicle Wrecker	21.72
05310 - Painter, Automotive	23.07
05340 - Radiator Repair Specialist	21.72
05370 - Tire Repairer	14.48***
05400 - Transmission Repair Specialist	24.40
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.13***
07041 - Cook I	14.00***
07042 - Cook II	16.08***
07070 - Dishwasher	12.71***
07130 - Food Service Worker	14.62***
07210 - Meat Cutter	17.46
07260 - Waiter/Waitress	10.29***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.09
09040 - Furniture Handler	10.77***
09080 - Furniture Refinisher	16.82
09090 - Furniture Refinisher Helper	12.77***
09110 - Furniture Repairer, Minor	14.76***
09130 - Upholsterer	18.47
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.30***
11060 - Elevator Operator	13.59***
11090 - Gardener	20.90
11122 - Housekeeping Aide	14.03***
11150 - Janitor	14.03***
11210 - Laborer, Grounds Maintenance	16.32
11240 - Maid or Houseman	12.14***
11260 - Pruner	14.77***
11270 - Tractor Operator	19.35

11330 - Trail Maintenance Worker	16.32
11360 - Window Cleaner	15.49***
12000 - Health Occupations	
12010 - Ambulance Driver	22.96
12011 - Breath Alcohol Technician	21.87
12012 - Certified Occupational Therapist Assistant	38.08
12015 - Certified Physical Therapist Assistant	35.84
12020 - Dental Assistant	21.76
12025 - Dental Hygienist	41.16
12030 - EKG Technician	31.32
12035 - Electroneurodiagnostic Technologist	31.32
12040 - Emergency Medical Technician	22.96
12071 - Licensed Practical Nurse I	19.55
12072 - Licensed Practical Nurse II	21.87
12073 - Licensed Practical Nurse III	24.38
12100 - Medical Assistant	17.82
12130 - Medical Laboratory Technician	23.45
12160 - Medical Record Clerk	17.52
12190 - Medical Record Technician	19.60
12195 - Medical Transcriptionist	19.09
12210 - Nuclear Medicine Technologist	40.41
12221 - Nursing Assistant I	11.99***
12222 - Nursing Assistant II	13.48***
12223 - Nursing Assistant III	14.71***
12224 - Nursing Assistant IV	16.51
12235 - Optical Dispenser	18.42
12236 - Optical Technician	19.14
12250 - Pharmacy Technician	18.03
12280 - Phlebotomist	18.23
12305 - Radiologic Technologist	29.83
12311 - Registered Nurse I	25.32
12312 - Registered Nurse II	30.97
12313 - Registered Nurse II, Specialist	30.97
12314 - Registered Nurse III	37.46
12315 - Registered Nurse III, Anesthetist	37.46
12316 - Registered Nurse IV	44.91
12317 - Scheduler (Drug and Alcohol Testing)	28.44
12320 - Substance Abuse Treatment Counselor	23.89
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.80
13012 - Exhibits Specialist II	25.78
13013 - Exhibits Specialist III	30.01
13041 - Illustrator I	21.60
13042 - Illustrator II	27.57
13043 - Illustrator III	32.74
13047 - Librarian	30.96
13050 - Library Aide/Clerk	14.43***
13054 - Library Information Technology Systems Administrator	27.95
13058 - Library Technician	18.57
13061 - Media Specialist I	20.17
13062 - Media Specialist II	22.57
13063 - Media Specialist III	25.15
13071 - Photographer I	17.11
13072 - Photographer II	19.14

13073 - Photographer III	23.72
13074 - Photographer IV	29.01
13075 - Photographer V	35.09
13090 - Technical Order Library Clerk	18.13
13110 - Video Teleconference Technician	22.28
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.09
14042 - Computer Operator II	21.35
14043 - Computer Operator III	23.81
14044 - Computer Operator IV	26.46
14045 - Computer Operator V	29.30
14071 - Computer Programmer I (see 1)	25.43
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	19.09
14160 - Personal Computer Support Technician	26.46
14170 - System Support Specialist	29.30
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.11
15020 - Aircrew Training Devices Instructor (Rated)	38.84
15030 - Air Crew Training Devices Instructor (Pilot)	46.56
15050 - Computer Based Training Specialist / Instructor	32.11
15060 - Educational Technologist	33.26
15070 - Flight Instructor (Pilot)	46.56
15080 - Graphic Artist	26.05
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	45.18
15086 - Maintenance Test Pilot, Rotary Wing	45.18
15088 - Non-Maintenance Test/Co-Pilot	45.18
15090 - Technical Instructor	24.94
15095 - Technical Instructor/Course Developer	30.51
15110 - Test Proctor	20.13
15120 - Tutor	20.13
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.61***
16030 - Counter Attendant	9.61***
16040 - Dry Cleaner	11.74***
16070 - Finisher, Flatwork, Machine	9.61***
16090 - Presser, Hand	9.61***
16110 - Presser, Machine, Drycleaning	9.61***
16130 - Presser, Machine, Shirts	9.61***
16160 - Presser, Machine, Wearing Apparel, Laundry	9.61***
16190 - Sewing Machine Operator	12.49***
16220 - Tailor	13.31***
16250 - Washer, Machine	10.20***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.33
19040 - Tool And Die Maker	28.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.26
21030 - Material Coordinator	22.85
21040 - Material Expediter	22.85

21050 - Material Handling Laborer	14.42***	
21071 - Order Filler	15.88***	
21080 - Production Line Worker (Food Processing)		17.26
21110 - Shipping Packer	17.18	
21130 - Shipping/Receiving Clerk	17.18	
21140 - Store Worker I	12.52***	
21150 - Stock Clerk	16.76	
21210 - Tools And Parts Attendant	17.26	
21410 - Warehouse Specialist	17.26	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	34.95	
23019 - Aircraft Logs and Records Technician		27.46
23021 - Aircraft Mechanic I	33.08	
23022 - Aircraft Mechanic II	34.95	
23023 - Aircraft Mechanic III	36.95	
23040 - Aircraft Mechanic Helper	23.75	
23050 - Aircraft, Painter	31.29	
23060 - Aircraft Servicer	27.46	
23070 - Aircraft Survival Flight Equipment Technician		31.29
23080 - Aircraft Worker	29.46	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		29.46
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		33.08
23110 - Appliance Mechanic	22.55	
23120 - Bicycle Repairer	18.82	
23125 - Cable Splicer	32.38	
23130 - Carpenter, Maintenance	19.65	
23140 - Carpet Layer	22.38	
23160 - Electrician, Maintenance	25.06	
23181 - Electronics Technician Maintenance I	25.47	
23182 - Electronics Technician Maintenance II	27.06	
23183 - Electronics Technician Maintenance III	28.62	
23260 - Fabric Worker	20.86	
23290 - Fire Alarm System Mechanic	24.43	
23310 - Fire Extinguisher Repairer	19.49	
23311 - Fuel Distribution System Mechanic	22.79	
23312 - Fuel Distribution System Operator	17.66	
23370 - General Maintenance Worker	18.04	
23380 - Ground Support Equipment Mechanic		33.08
23381 - Ground Support Equipment Servicer		27.46
23382 - Ground Support Equipment Worker		29.46
23391 - Gunsmith I	19.49	
23392 - Gunsmith II	22.38	
23393 - Gunsmith III	25.15	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		23.25
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		24.56
23430 - Heavy Equipment Mechanic	24.77	
23440 - Heavy Equipment Operator	22.55	
23460 - Instrument Mechanic	30.58	
23465 - Laboratory/Shelter Mechanic	23.78	
23470 - Laborer	14.42***	
23510 - Locksmith	21.01	

23530 - Machinery Maintenance Mechanic	26.03
23550 - Machinist, Maintenance	23.15
23580 - Maintenance Trades Helper	15.42***
23591 - Metrology Technician I	30.58
23592 - Metrology Technician II	32.30
23593 - Metrology Technician III	34.14
23640 - Millwright	25.24
23710 - Office Appliance Repairer	20.32
23760 - Painter, Maintenance	18.20
23790 - Pipefitter, Maintenance	27.35
23810 - Plumber, Maintenance	25.86
23820 - Pneudraulic Systems Mechanic	25.15
23850 - Rigger	25.15
23870 - Scale Mechanic	22.38
23890 - Sheet-Metal Worker, Maintenance	24.92
23910 - Small Engine Mechanic	18.93
23931 - Telecommunications Mechanic I	26.50
23932 - Telecommunications Mechanic II	28.00
23950 - Telephone Lineman	27.06
23960 - Welder, Combination, Maintenance	22.96
23965 - Well Driller	25.09
23970 - Woodcraft Worker	25.15
23980 - Woodworker	19.49
24000 - Personal Needs Occupations	
24550 - Case Manager	18.72
24570 - Child Care Attendant	11.91***
24580 - Child Care Center Clerk	14.84***
24610 - Chore Aide	11.19***
24620 - Family Readiness And Support Services Coordinator	18.72
24630 - Homemaker	18.72
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.51
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	26.51
25190 - Ventilation Equipment Tender	18.92
25210 - Water Treatment Plant Operator	22.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.69
27007 - Baggage Inspector	15.26***
27008 - Corrections Officer	22.85
27010 - Court Security Officer	27.39
27030 - Detection Dog Handler	17.06
27040 - Detention Officer	22.85
27070 - Firefighter	31.93
27101 - Guard I	15.26***
27102 - Guard II	17.06
27131 - Police Officer I	33.46
27132 - Police Officer II	37.19
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.24***
28042 - Carnival Equipment Repairer	15.37***
28043 - Carnival Worker	10.87***
28210 - Gate Attendant/Gate Tender	17.23
28310 - Lifeguard	11.63***

28350 - Park Attendant (Aide)	19.27	
28510 - Recreation Aide/Health Facility Attendant	14.06***	
28515 - Recreation Specialist	23.87	
28630 - Sports Official	15.34***	
28690 - Swimming Pool Operator	17.66	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	27.68	
29020 - Hatch Tender	27.68	
29030 - Line Handler	27.68	
29041 - Stevedore I	25.99	
29042 - Stevedore II	29.40	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	42.18	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	29.09	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.04	
30021 - Archeological Technician I	20.39	
30022 - Archeological Technician II	22.81	
30023 - Archeological Technician III	28.27	
30030 - Cartographic Technician	28.27	
30040 - Civil Engineering Technician	28.66	
30051 - Cryogenic Technician I	29.01	
30052 - Cryogenic Technician II	32.05	
30061 - Drafter/CAD Operator I	18.92	
30062 - Drafter/CAD Operator II	21.16	
30063 - Drafter/CAD Operator III	23.60	
30064 - Drafter/CAD Operator IV	29.01	
30081 - Engineering Technician I	15.71***	
30082 - Engineering Technician II	17.63	
30083 - Engineering Technician III	19.73	
30084 - Engineering Technician IV	24.44	
30085 - Engineering Technician V	29.90	
30086 - Engineering Technician VI	36.17	
30090 - Environmental Technician	22.96	
30095 - Evidence Control Specialist	26.20	
30210 - Laboratory Technician	23.25	
30221 - Latent Fingerprint Technician I	24.23	
30222 - Latent Fingerprint Technician II	26.77	
30240 - Mathematical Technician	31.71	
30361 - Paralegal/Legal Assistant I	20.07	
30362 - Paralegal/Legal Assistant II	27.87	
30363 - Paralegal/Legal Assistant III	30.42	
30364 - Paralegal/Legal Assistant IV	36.80	
30375 - Petroleum Supply Specialist	32.05	
30390 - Photo-Optics Technician	26.21	
30395 - Radiation Control Technician	32.05	
30461 - Technical Writer I	25.17	
30462 - Technical Writer II	30.79	
30463 - Technical Writer III	37.24	
30491 - Unexploded Ordnance (UXO) Technician I	26.81	
30492 - Unexploded Ordnance (UXO) Technician II	32.44	
30493 - Unexploded Ordnance (UXO) Technician III	38.88	
30494 - Unexploded (UXO) Safety Escort	26.81	
30495 - Unexploded (UXO) Sweep Personnel	26.81	
30501 - Weather Forecaster I	29.01	
30502 - Weather Forecaster II	35.29	

30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	23.60
30621 - Weather Observer, Senior	(see 2)	26.21
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		32.44
31020 - Bus Aide		14.52***
31030 - Bus Driver		19.91
31043 - Driver Courier		20.23
31260 - Parking and Lot Attendant		12.11***
31290 - Shuttle Bus Driver		19.26
31310 - Taxi Driver		14.59***
31361 - Truckdriver, Light		21.85
31362 - Truckdriver, Medium		23.39
31363 - Truckdriver, Heavy		22.55
31364 - Truckdriver, Tractor-Trailer		22.55
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.81***
99030 - Cashier		13.16***
99050 - Desk Clerk		13.22***
99095 - Embalmer		28.37
99130 - Flight Follower		26.81
99251 - Laboratory Animal Caretaker I		13.60***
99252 - Laboratory Animal Caretaker II		14.69***
99260 - Marketing Analyst		37.41
99310 - Mortician		28.37
99410 - Pest Controller		18.91
99510 - Photofinishing Worker		14.92***
99710 - Recycling Laborer		20.86
99711 - Recycling Specialist		24.75
99730 - Refuse Collector		18.89
99810 - Sales Clerk		13.71***
99820 - School Crossing Guard		12.05***
99830 - Survey Party Chief		25.03
99831 - Surveying Aide		17.20
99832 - Surveying Technician		22.02
99840 - Vending Machine Attendant		12.86***
99841 - Vending Machine Repairer		15.59***
99842 - Vending Machine Repairer Helper		12.86***

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees

with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

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

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

**VACATION:** 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))."

## PWS

### PERFORMANCE WORK STATEMENT (PWS)

#### FOR

JF HQ – HQ 386<sup>TH</sup> ENG BN – HHC 536<sup>TH</sup> BSB – 136<sup>TH</sup> MEB IDT Training  
Catered Meal Services

#### 1.0 General:

1.1 Scope: The contractor shall provide all personnel, equipment, tools, materials, supervision, and quality control necessary, except as specified in Paragraph 3.0 as Government Furnished, to perform Catered Meal Services, as defined in this PWS.

1.2 Background: The Texas Army National Guard will at times require the services of a caterer. A catered meal is defined as “a meal prepared in a commercial establishment for consumption there or delivered to a specific location, or prepared at the consumption site using the caterer’s portable equipment and subsistence supplies.” **There is no authority for a caterer to use Government-furnished equipment or Government-furnished facilities to prepare the meals.** Catered meals are authorized to the National Guard and Reserve Components in accordance with AR 30-22, Operating Procedures for the Army Food Program, Para 3-42. The caterer shall provide personnel, supervision, and any items and services necessary to perform full catering services and in accordance with State and Local sanitation law requirements. All setup, serving, breakdown and cleanup will be the responsibility of the contractor.

1.3 Period of Performance (POP): The Period of Performance shall be from 16 Apr – 4 Jun 23.

1.4 General Information:

1.4.1 Quality Control (QC): The contractor shall develop and maintain an effective QC Plan (QCP) to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor’s QCP is the means by which it assures itself that its work complies with the requirements of the contract. As a minimum, the contractor shall develop QC procedures that address the areas identified in Technical Exhibit 1, Performance Requirements Summary (PRS). A final QCP shall be submitted to the Contracting Officer Representative (COR) NLT 10 days after contract award. After acceptance of the QCP, the contractor shall obtain the Contracting Officer’s (KO’s) acceptance in writing of any proposed changes to its QCP.

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

1.4.3 Recognized Holidays: The following are recognized United States (US) holidays. The contractor shall perform services on these days if requested:

1.4.3.1 New Year’s Day: January 1st

1.4.3.2 Martin Luther King, Jr.’s Birthday

1.4.3.3 President’s Day

1.4.3.4 Memorial Day

1.4.3.5 Independence Day: July 4th

1.4.3.6 Labor Day

1.4.3.7 Columbus Day

1.4.3.8 Veteran’s Day: November 11th

1.4.3.9 Thanksgiving Day

1.4.3.10 Christmas Day: December 25th

1.4.3.11 Juneteenth Day: June 19th

1.4.4 Place and Performance of Services: The contractor shall provide services between the hours of 0600 – 2000 hours except on recognized US holidays or when the Government facility/installation is closed due to local or national emergencies, administrative closings, or similar Government-directed facility/installation closings, unless requested by the Government. Performance shall be at the Camp Swift Training Site, Bastrop, Texas. The contractor shall at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility/installation is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential. Teleworking is not authorized.

1.4.4.2 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.

1.4.4.3 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 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.

1.4.5 Security Requirements. The contractor shall comply with all applicable installation/facility access and local security policies and procedures, which may be obtained from the COR. The contractor and all associated subcontractor employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The contractor shall ensure compliance with all personal identity verification requirements as directed by Department of Defense (DoD), Headquarters Department of Army (HQDA) and/or local policy. Should the Force Protection Condition (FPCON) change, the Government may require changes in contractor security matters or processes.

1.4.5.1 For contractors that do not require a CAC, but require access to a DoD facility or installation: Contractor and all associated sub-contractors employees shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification (NCIC-III) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), and applicable installation, facility and area commander installation/facility access, and local security policies and procedures (provided by a government representative).

1.4.5.2 Communications Security/Information Technology (COMSEC/IT) Security. All communications with DoD organizations are subject to COMSEC review. All telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Therefore, the contractor is advised that any time contractor personnel place or receive a call they are subject to COMSEC procedures. The contractor shall ensure wide and frequent dissemination of the above information to all employees dealing with DoD information. The contractor shall abide by all Government regulations concerning the authorized use of the Government's computer network, including the restriction against using the network to recruit Government personnel or advertise job openings.

1.4.5.3 AT Level 1 Awareness Training (AT): All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, and controlled access areas shall complete Level 1 AT within 30 calendar days after contract start date and within 30 calendar days of new employees commencing performance. The contractor shall submit certificates of completion for each affected contractor and subcontractor employee to the COR within 15 calendar days after completion of training. Level 1 AT is available at <http://jko.jten.mil/courses/at1/launch.html>.

1.4.5.4 iWATCH Training: The contractor and all associated subcontractors with an area of performance within an Army-controlled installation, facilities or area shall brief all employees on the local iWATCH program. This local developed training shall be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR or the KO. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance. The contractor shall report completion for each contractor employee and subcontractor employee to the COR, within 15 calendar days after completion of training.

1.4.6 Special Qualifications: The contractor shall ensure all employees possess all local and state required food safety certifications for preparing/serving food and food items in 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 qualified to provide services.

1.4.7 Post Award Conference/Periodic Progress Meetings: The contractor agrees to attend any post award conference convened by the KO in accordance with FAR Subpart 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.

1.4.8 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.

1.4.9 Identification of Contractor Employees: All contractor personnel attending meetings, answering Government telephones and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government employees. The contractor shall ensure that all documents or reports produced by contractor personnel are suitably marked as contractor products or that contractor participation is appropriately disclosed. The contractor's status as a "contractor" shall be predominantly displayed in all correspondence types (to include signature blocks on e-mail) and dealings with Government or non-Government entities. Contractor personnel shall wear identification badges distinguishing themselves as such. The badges shall have the company name, employee name and the word "contractor" displayed. The contractor shall retrieve all identification media (including vehicle passes) from its employees who depart employment for any reason.

1.4.10 Combating Trafficking in Persons: The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not engage in severe forms of trafficking in persons during the period of performance of the contract; procure commercial sex acts during the period of performance of the contract; or use forced labor in the performance of the contract. The Contractor shall notify its employees of the United States Government's zero tolerance policy, the actions that will be taken against employees for violations of this policy. The contractor shall take appropriate action, up to and including termination, against employees or subcontractors that violate the US Government policy as described at FAR 22.17.

1.4.11 Organizational Conflicts of Interest (OCI): The contractor and subcontractor personnel performing services under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent OCIs, as defined in FAR Subpart 9.5. The contractor shall notify the KO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the KO to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the KO. In the event the KO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the KO may impose other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

## 2.0 Definitions and Acronyms:

### 2.1 Definitions:

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

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

2.1.3 Contracting Officer Representative (COR): Not Applicable.

2.1.4 Defective Service: A service output that does not meet the standard of performance associated with the PWS.

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

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

2.1.7 Physical Security: Actions that prevent the loss or damage of Government property.

2.1.8 Quality Assurance: The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 Quality Assurance Surveillance Plan (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

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

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

## 2.2 Acronyms:

AEI Army Enterprise Info-structure  
 AR Army Regulation  
 AT/OPSEC Antiterrorism/Operational Security  
 BI Background Investigation  
 CM Contract Manager  
 COR Contracting Officer Representative  
 DA Department of the Army  
 DD254 Department of Defense Contract Security Classification Specification  
 DFARS Defense Federal Acquisition Regulation Supplement  
 DoD Department of Defense  
 FAR Federal Acquisition Regulation  
 GFP/M/E/S Government Furnished Property/Material/Equipment/Services  
 HQDA Headquarters, Department of the Army  
 HSPD Homeland Security Presidential Directive  
 IA Information Assurance  
 IS Information System(s)  
 KO Contracting Officer  
 NGB National Guard Bureau  
 OCI Organizational Conflict of Interest  
 PII Personally Identifiable Information  
 PIPO Phase In/Phase Out  
 POC Point of Contact  
 PRS Performance Requirements Summary  
 PWS Performance Work Statement  
 QA Quality Assurance  
 QASP Quality Assurance Surveillance Plan  
 QC Quality Control  
 QCP Quality Control Program  
 19 Ver. May 2018  
 SSN Social Security Number  
 TE Technical Exhibit  
 USD(I) Under Secretary of Defense for Intelligence

3.0 Government Furnished Property, Material, Equipment and Services (GFP/M/E/S): The Government will not provide the property, material, equipment, and/or services solely for the purpose of performance under this contract:

3.1 Property: The Government will furnish the necessary clean workspace for the contractor to perform services outlined in this PWS to include area for serving meals that is protected from the elements, tables to set up serving line, and refuse containers for garbage/refuse resulting from meal service only.

3.2 Materials: None

3.3 Equipment: None

3.4 Services: None

3.5 Utilities: The only utilities in the facility will be available for the contractor's use in the performance of this contract are electricity for facility installed lighting and contractor provided portable hot/cold serving lines, water/sewage for handwashing and restroom utilization. The contractor shall instruct employees in utilities conservation practices. The contractor shall operate under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount.

4.0 Contractor Furnished Property, Materials, and Equipment (CFP/M/E):

4.1 General: Except for those items specifically stated to be Government-Furnished in Paragraph 3.0, the contractor shall furnish everything required to perform these services as indicated in Paragraph 1.1.

5.0 Requirements: The contractor shall:

5.1 Obtain any and all necessary permits from governing body of locations services are to be delivered prior to performance of this contract.

5.2 Prepare food listed on provided menu provided in response to the Request for Quote or Request for Proposal, according to commercially acceptable standards for the particular menu item. The caterer shall plan the menu to ensure that no "same main entrée meat, starch or vegetable combination menu" is served within a 7-day period for

any lunch or dinner meal. Additionally, no “same menu” for breakfast should occur in a 5-day period. Meal plan shall not include alcoholic beverages of any type. A minimum of two different drinks per meal should be offered.

5.3 Provide all single use plates, napkins, bowls, cups, cutting utensils, serving utensils, and condiments to compliment the meal being served.

5.4 Comply with sanitation requirements of the State and Local laws regarding food code which would result in a satisfactory or better rating from a health inspection. To the greatest extent possible, all food should be prepared on the day it is to be served.

5.4.1 Ensure all menu items will be prepared, transported, served and maintained at the temperatures recommended by the USDA. Food will be handled in strict adherence to food safety and precautions as recommended by the State of Texas and the U.S. Department of Agriculture (USDA)

[http://www.fsis.usda.gov/fact\\_sheets/safe\\_food\\_handling\\_fact\\_sheets](http://www.fsis.usda.gov/fact_sheets/safe_food_handling_fact_sheets).

5.4.2 Ensure caterer's staff will wear hairnets and if handling food, must wear gloves and have a general neat, clean appearance.

5.4.3 Clean up and enforce sanitation requirements for only the food distribution area. **The Government's kitchen area, along with all cooking utensils will NOT be available to the contractor.** If violations occur, the contractor will be notified and future awards could be jeopardized.

5.5 Deliver timely service as stated in the award document. The caterer shall staff the operation with the optimum number of employees for efficient operation at all times. The staff will place emphasis on quality of service. The Government reserves the right to require the caterer to remove staffs that are deemed careless or otherwise objectionable.

5.6 Be responsible for portioning and serving each main menu meat, starch, and vegetable item (per the provided menu and portion size guidelines) to the Soldiers, ensuring enough food is provided for all personnel attending the event.

5.6.1 Ensure second portions will be authorized only when all personnel have been served and if enough food is available.

5.6.2 Maintain the serving area sanitary, clean and in compliance with health standards ensuring that all individual service items are replenished to provide a pleasant dining environment in either an indoor or outdoor service situation.

5.7 Ensure all caterers and designated assistant(s) must possess and maintain a current Food Managers Certificate issued by a program accredited by the Texas Department of State Health Services under Texas Health and Safety Code (HSC).

5.7.1 Ensure certificates must be displayed and available for inspection at any time during the catering hours. The Government will not be held liable for the cost of certification. Additionally, the caterer shall have a current Sanitation Certificate from the Educational Testing Service (ETS); or a certificate showing completion of a formal course of study through or equivalent to, the Educational Foundation of the National Association Course in Applied Food Service Sanitation, or a sanitation course of study from an accredited college or university. The Government will not be held liable for the cost of the certification. The caterer is encouraged to have employees complete the Food Handlers Certification program from an accredited source acknowledged by the Texas Department of State Health Services.

5.8 Be responsible for all clean up related to the services they provide and the disposition of all leftover food. Refuse/garbage containers will be provided by the Government. Caterer is responsible for emptying these containers into central dumpster at performance location.

5.9 Complete the feedback sheet and return to the contract specialist. However, at any time, the caterer can contact the Contracting Officer or the Contracting Officer's Representative and address any issues they may have in regards to the facility or the Soldiers.

5.9.1 Receive direction for performance of this contract only from assigned Contracting Officer or Contracting Officer's Representative. Unit leadership and/or Soldiers receiving services will not direct or modify tasks contracted to caterer.

5.9.2 Report any discrepancies to direction for performance clause to COR or CO prior to execution immediately.

6.0 Applicable Publications: Publications applicable to this PWS are listed below:

Publication (Chapter/Page)	Date of Publication	Mandatory or Advisory	Website
Federal Acquisition Regulation			<a href="https://www.acquisition.gov/?q=browsefar">https://www.acquisition.gov/?q=browsefar</a> or <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a>

Defense Federal Acquisition Regulation Supplement			<a href="http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html">http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html</a> or <a href="http://farsite.hill.af.mil/">http://farsite.hill.af.mil/</a>
DoDM 1000.13-M-V1 DoD Identification (ID) Cards (Enclosure 2, paragraph 3.b)	01/23/2014		<a href="http://www.esd.whs.mil/Directives/issuances/dodm/">http://www.esd.whs.mil/Directives/issuances/dodm/</a>
Federal Information Processing Standards (FIPS) Publication 201-2 Personal Identity Verification (PIV) of Federal Employees and Contractors (paragraph 9)	August 2013		<a href="http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.201-2.pdf">http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.201-2.pdf</a>
DoDM 5200.2 Regulation 5200.02 Procedures for the DoD Personnel Security Program (PSP)	04/03/2017		<a href="http://www.dtic.mil/whs/directives/corres/pub1.html">http://www.dtic.mil/whs/directives/corres/pub1.html</a>
Army Directive 2014-05 Policy and Implementation Procedures for Common Access Card Credentialing and Installation Access for Uncleared Contractors	03/07/2014		<a href="http://www.apd.army.mil/ProductMaps/PubForm/ArmyDir.aspx">http://www.apd.army.mil/ProductMaps/PubForm/ArmyDir.aspx</a>
AR 190-13 The Army Physical Security Program	02/25/2011		<a href="http://www.apd.army.mil/ProductMaps/PubForm/AR.aspx">http://www.apd.army.mil/ProductMaps/PubForm/AR.aspx</a>
Homeland Security Presidential Directive (HSPD)-12 Policy for a Common Identification Standard for Federal Employees and Contractors	08/27/2004		<a href="https://www.dhs.gov/homeland-security-presidential-directive-12">https://www.dhs.gov/homeland-security-presidential-directive-12</a>
DoDD 5400.11 Department of Defense Privacy Program	10/29/2014		<a href="http://www.dtic.mil/whs/directives/corres/dir.html#">http://www.dtic.mil/whs/directives/corres/dir.html#</a>
DoD 5400.11-R Department of Defense Privacy Program	05/14/2007		<a href="http://www.dtic.mil/whs/directives/corres/pub1.html">http://www.dtic.mil/whs/directives/corres/pub1.html</a>
DoDD 8140.01 Cyberspace Workforce Management	08/11/2015	OK	<a href="http://www.dtic.mil/whs/directives/corres/dir.html">http://www.dtic.mil/whs/directives/corres/dir.html</a>
DoD 8570.01-M Information Assurance Workforce Improvement Program	12/19/2005 (Change 4: 11/10/2015)	OK	<a href="http://www.dtic.mil/whs/directives/corres/pub1.html">http://www.dtic.mil/whs/directives/corres/pub1.html</a>
AR 25-2 Information Assurance	10/24/2007	OK	<a href="http://armypubs.army.mil/ProductMaps/PubForm/AR.aspx">http://armypubs.army.mil/ProductMaps/PubForm/AR.aspx</a>
AR 530-1 Operations Security	09/26/2014	OK	<a href="http://armypubs.army.mil/ProductMaps/PubForm/AR.aspx">http://armypubs.army.mil/ProductMaps/PubForm/AR.aspx</a>
DoD 5220.22-M National Industrial Security Program Operating Manual	02/28/2006 (Change 2: 05/18/2016)	OK	<a href="http://www.dtic.mil/whs/directives/corres/pub1.html">http://www.dtic.mil/whs/directives/corres/pub1.html</a>
AR 381-12 Threat Awareness and Reporting Program (TARP) (Section II, ¶ 2-4.b)	06/01/2016	OK	<a href="http://armypubs.army.mil/ProductMaps/PubForm/AR.aspx">http://armypubs.army.mil/ProductMaps/PubForm/AR.aspx</a>

## 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
5.1 Obtain any and all necessary permits from governing body of locations services are to be delivered prior to performance of this contract.	The contractor shall obtain any and all necessary permits from governing body of locations services are to be delivered prior to performance of this contract	Meets the standard 100% of the time.	Periodic Inspection / COR
5.2 Prepare food listed on provided menu provided in response to the Request for Quote or Request for Proposal, according to commercially acceptable standards for the particular menu item.	The contractor shall prepare food listed on provided menu provided in response to the Request for Quote or Request for Proposal, according to commercially acceptable standards for the particular menu item.	Meets the standard 95% of the time.	Periodic Inspection / COR
5.3 Provide all single use plates, napkins, bowls, cups, cutting utensils, serving utensils, and condiments to compliment the meal being served.	The contractor shall provide all single use plates, napkins, bowls, cups, cutting utensils, serving utensils, and condiments to compliment the meal being served.	Meets the standard 95% of the time.	Periodic Inspection / COR
5.4	The contractor shall comply with sanitation requirements of the	Meets the standard 95% of the time.	Periodic Inspection / COR

Comply with sanitation requirements of the State and Local laws regarding food code which would result in a satisfactory or better rating from a health inspection. To the greatest extent possible, all food should be prepared on the day it is to be served.	State and Local laws regarding food code which would result in a satisfactory or better rating from a health inspection. To the greatest extent possible, all food should be prepared on the day it is to be served.		
5.4.1 Ensure all menu items will be prepared, transported, served and maintained at the temperatures recommended by the USDA.	The contractor shall ensure all menu items will be prepared, transported, served and maintained at the temperatures recommended by the USDA.	Meets the standard 95% of the time.	Random monitoring / COR
5.4.2 Ensure caterer's staff will wear hairnets and if handling food, must wear gloves and have a general neat, clean appearance.	The contractor shall ensure caterer's staff will wear hairnets and if handling food, must wear gloves and have a general neat, clean appearance.	Meets the standard 95% of the time.	Random monitoring / COR
5.4.3 Clean up and enforce sanitation requirements for only the food distribution area. <b>The Government's kitchen area, along with all cooking utensils will NOT be available to the contractor.</b> If violations occur, the contractor will be notified and future awards	The contractor shall clean up and enforce sanitation requirements for only the food distribution area. <b>The Government's kitchen area, along with all cooking utensils will NOT be available to the contractor.</b> If violations occur, the contractor will be notified and future awards could be jeopardized. Government will provide diesel fuel for unit power generation.	Meets the standard 95% of the time.	Random monitoring / COR

could be jeopardized.			
5.5 Deliver timely service as stated in the award document. The caterer shall staff the operation with the optimum number of employees for efficient operation at all times.	The contractor shall deliver timely service as stated in the award document. The caterer shall staff the operation with the optimum number of employees for efficient operation at all times.	Meets the standard 95% of the time.	Periodic Inspection / COR
5.6 Be responsible for portioning and serving each main menu meat, starch, and vegetable item (per the provided menu and portion size guidelines) to the Soldiers, ensuring enough food is provided for all personnel attending the event.	The contractor shall be responsible for portioning and serving each main menu meat, starch, and vegetable item (per the provided menu and portion size guidelines) to the Soldiers, ensuring enough food is provided for all personnel attending the event.	Meets the standard 95% of the time.	Random monitoring / COR
5.6.1 Ensure second portions will be authorized only when all personnel have been served and if enough food is available.	The contractor shall ensure second portions will be authorized only when all personnel have been served and if enough food is available.	Meets the standard 95% of the time.	Random monitoring / COR
5.6.2 Maintain the serving area sanitary, clean and in compliance with health standards ensuring that all individual service items are replenished to provide a pleasant dining environment in either an indoor or	The contractor shall maintain the serving area sanitary, clean and in compliance with health standards ensuring that all individual service items are replenished to provide a pleasant dining environment in either an indoor or outdoor service situation.	Meets the standard 95% of the time.	Random monitoring / COR

outdoor service situation.			
5.7 Ensure all caterers and designated assistant(s) must possess and maintain a current Food Managers Certificate issued by a program accredited by the Texas Department of State Health Services under Texas Health and Safety Code (HSC).	The contractor shall ensure all caterers and designated assistant(s) must possess and maintain a current Food Managers Certificate issued by a program accredited by the Texas Department of State Health Services under Texas Health and Safety Code (HSC).	Meets the standard 95% of the time.	Random monitoring / COR
5.7.1 Ensure certificates must be displayed and available for inspection at any time during the catering hours.	The contractor shall ensure certificates must be displayed and available for inspection at any time during the catering hours.	Meets the standard 100% of the time.	Periodic monitoring / COR
5.8 Be responsible for all clean up related to the services they provide and the disposition of all leftover food.	The contractor shall be responsible for all clean up related to the services they provide and the disposition of all leftover food.	Meets the standard 95% of the time.	Periodic monitoring / COR
5.9 Complete the feedback sheet and return to the contract specialist.	The contractor shall complete the feedback sheet and return to the contract specialist.	Meets the standard 95% of the time.	Periodic monitoring / COR
5.9.1 Receive direction for performance of this contract only from assigned Contracting Officer or Contracting Officer's Representative.	The contractor shall receive direction for performance of this contract only from assigned Contracting Officer or Contracting Officer's Representative.	Meets the standard 95% of the time.	Periodic monitoring / COR
5.9.2 Report any discrepancies to direction for performance clause to COR or	The contractor shall report any discrepancies to direction for performance clause to COR or CO prior to execution immediately.	Meets the standard 95% of the time.	Periodic monitoring / COR

CO prior to execution immediately.			

## TECHNICAL EXHIBIT 2

## TXARNG Approved Menu/Portion Size Table

This table depicts the only authorized meals to be produced and served in support of TXARNG Catered Rations Support contracts. Requesting unit will provide the day number of meals to be prepared and served in order to ensure the same meals are not served twice in a set period.

<b>Menu Day 1</b>	<b>Breakfast</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L03000	4.5 oz or 2/3 Cup	Creamed Ground Beef
E00101	6 oz or 3/4 Cup	Hot Hominy Grits
Q04602	1 Square	Hash Brown Potatoes - Frozen
D00101	1 Biscuit	Baking Powder Biscuits
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 1</b>	<b>Lunch</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L02200	10 oz or 1 1/4 Cup	Beef Stew
E00500	6 oz or 3/4 Cup	Steamed Rice
QG0306	2-3 Spears	Broccoli
M04700	8 oz or 1 Cup	Tossed Green Salad
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings
D03301	2 Rolls	Hot Rolls - Brown & Serve
DG0850	2 Pieces	Margarine
A01390	1 Piece	Fresh Fruit
		Apple/Orange/Banana
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Lemonade
<b>Menu Day 1</b>	<b>Dinner</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
P00201	8 Oz or 1 Cup	Chicken Noodle Soup
PG0200	2 Pkg	Assorted Crackers
L04100	3-2 Oz Meatballs with Gravy	Swedish Meatballs
E01303	8 Oz or 1 Cup	Steamed Vermicelli
Q00102	6 Oz or 3/4 Cup	Cauliflower Combo
M04400	6 Oz or 3/4 Cup	Spring Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
D00702	2 Slices	Texas Toast

DG0850	2 Pieces	Margarine
G00500	1.5 Tbsp	Vanilla Frosting
G03203	4 Oz or 1 Piece	Marble Cake
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Fruit Punch

Menu Day 2		Breakfast
Recipe #	Serving Size	Recipe Name
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L07103	3 Oz Slice	Grilled Ham Slices
D03303	2 Rolls(1 3/4 Oz Each)	Oatmeal Rolls
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
Menu Day 2		Lunch
Recipe #	Serving Size	Recipe Name
L07901	2 Pieces with Sauce	Sweet & Sour Chicken
E00701	4 Oz or 1/2 Cup	Pork Fried Rice
Q02500	4 Oz or 1/2 Cup	Vegetable Stir Fry
M04400	6 Oz or 3/4 Cup	Spring Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
DG0801	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
G02900	3.25 Oz Slice	Pineapple Upside down Cake
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0426	8 Oz or 1 Carton	Milk, 1%
CG0611	8 Oz or 1 Cup	Cherry Drink
Menu Day 2		Dinner
Recipe #	Serving Size	Recipe Name
L08500	5 Oz or 1 Chop	Braised Pork Chop
Q04001	4 Oz or 1/2 Cup	Turnip Greens and Bacon
Q05500	6 Oz or 2/3 Cup	Scalloped Potatoes & Onion
M04700	8 Oz or 1 Cup	Tossed Green Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
D03300	2 Rolls	Hot Rolls

DG0850	2 Pieces	Margarine
J01001	1 Slice	Apple Crunch
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Fruit Punch

<b>Menu Day 3</b>			<b>Breakfast</b>		
Recipe #	Serving Size	Recipe Name			
EG0100	1 Ind Pkg	Assorted Dry Cereal			
F00700	2 Eggs	Griddle Fried Eggs			
L08901	2-2 Oz Patties	Baked Sausage Patties			
E00100	6 Oz or 3/4 Cup	Hot Rolled Oats			
DG0802	2 Slices	Assorted Toast			
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly			
DG0850	2 Pieces	Margarine			
C00300	8 Oz or 1 Cup	Coffee			
CG0223	6 Oz or 3/4 Cup	Orange Juice			
CG0426	8 Oz or 1 Carton	Milk, 1%			
<b>Menu Day 3</b>			<b>Lunch</b>		
Recipe #	Serving Size	Recipe Name			
L11903	4 1/2 Oz	Lemon Baked Fish			
Q05000	6 Oz or 1/2 Cup	Oven Browned Potatoes			
QG0114	6 Oz or 3/4 Cup	Seasoned Peas			
M04700	8 oz or 1 Cup	Tossed Green Salad			
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings			
D03301	2 Rolls	Hot Rolls - Brown & Serve			
DG0850	2 Pieces	Margarine			
I01100	1/8 of Pie	Chocolate Mousse Pie			
C00900	8 Oz or 1 Cup	Iced Tea			
C00300	8 Oz or 1 Cup	Coffee			
CG0406	8 Oz or 1 Carton	Milk, 1%			
CG0616	8 Oz or 1 Cup	Fruit Punch			
<b>Menu Day 3</b>			<b>Dinner</b>		
Recipe #	Serving Size	Recipe Name			
L00500	3 1/2 Oz	Roast Beef			
O01800	1 Oz or 2 Tbsp	Natural Pan Gravy - Au Jus			
Q01400	4 Oz or 1/2 Cup	Carrots Almandine			
Q05700	4 Oz or 1/2 Cup	Mashed Potatoes			
M01500	4 Oz or 1/2 Cup	Lettuce, Tomato, Cucumber Salad			
D03200	2 Rolls	Hard Rolls			
DG0850	2 Pieces	Margarine			

J00802	6 Oz	Cherry Crisp
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0615	8 Oz or 1 Cup	Orange Drink

<b>Menu Day 4</b>		
<b>Breakfast</b>		
Recipe #	Serving Size	Recipe Name
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L00200	2 Slices	Oven Fried Bacon
E00100	6 Oz or 3/4 Cup	Hot Rolled Oats
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 4</b>		
<b>Lunch</b>		
Recipe #	Serving Size	Recipe Name
L15600	2 Pieces	Oven Baked Chicken
Q05100	2/3 Cup	Potatoes Au Gratin
QG0503	6 Oz or 3/4 Cup	Mixed Vegetables
M04400	6 Oz or 3/4 Cup	Spring Salad
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings
DG0801	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
I01001	1 Piece	Peach Cobbler
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Fruit Punch
C00900	8 Oz or 1 Cup	Iced Tea
<b>Menu Day 4</b>		
<b>Dinner</b>		
Recipe #	Serving Size	Recipe Name
L02500	6 Oz or 1 Piece	Lasagna
MG0101	1/2 Oz or 1 Tbsp	Grated Parmesan Cheese
QG0202	3-4 Stalks	Broccoli
M01900	6 Oz or 3/4 Cup	Garden Vegetable Salad
D00700	2 Slices	Toasted Garlic Bread
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
DG0850	2 Pieces	Margarine
G00500	1.5 Tbsp	Chewy Nut Bars

C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Lemon Lime Drink

Menu Day 5		Breakfast
Recipe #	Serving Size	Recipe Name
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
D02500	2 Pancakes	Pancakes
D05000	2 Oz	Maple Syrup
L00200	2 Slices	Oven Fried Bacon
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
Menu Day 5		Lunch
Recipe #	Serving Size	Recipe Name
L03700	1-6 Oz Steak	Salisbury Steak
Q01400	4 Oz or 1/2 Cup	Carrots Almandine
Q05700	4 Oz or 1/2 Cup	Mashed Potatoes
M04400	6 Oz or 3/4 Cup	Spring Salad
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings
D03301	2 Rolls	Hot Rolls - Brown & Serve
DG0850	2 Pieces	Margarine
H01300	2 Cookies	Sugar Cookies
C00900	8 Oz or 1 Cup	Iced Tea
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Fruit Punch
Menu Day 5		Dinner
Recipe #	Serving Size	Recipe Name
L08100	2 Slices or 4 Oz	Roast Pork
Q00102	6 Oz or 3/4 Cup	Cauliflower Combo
Q06900	4 Oz. or 1/2 Cup	Mashed Sweet Potatoes
M03300	1 Leaf Lettuce & 4 Slices of Tomato	Lettuce & Tomato Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
D00702	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
G00500	1.5 Tbsp	Chocolate Frosting

G03203	4 Oz or 1 Piece	Yellow Cake
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Lemon Lime Drink

Menu Day 6		Breakfast
Recipe #	Serving Size	Recipe Name
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L03000	4.5 oz or 2/3 Cup	Creamed Ground Beef
E00101	6 oz or 3/4 Cup	Hot Hominy Grits
Q04700	6 oz or 3/4 Cup	Home Fried Potatoes
D00101	1 Biscuit	Baking Powder Biscuits
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
Menu Day 6		Lunch
Recipe #	Serving Size	Recipe Name
L05300	6 Oz or 3/4 Cup	Beef Stroganoff
Q04101	6 Oz or 3/4 Cup	Peas & Carrots - Frozen
M04700	8 oz or 1 Cup	Tossed Green Salad
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings
D03301	2 Rolls	Hot Rolls - Brown & Serve
DG0850	2 Pieces	Margarine
G01202	4 Oz or 1 Piece	German Chocolate Cake w/ Frost
C00900	8 Oz or 1 Cup	Iced Tea
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Fruit Punch
Menu Day 6		Dinner
Recipe #	Serving Size	Recipe Name
L14300	2 Pieces	Baked Quartered Chicken
O01602	2 Oz or 1/4 Cup	Chicken Gravy
E00501	6 Oz or 3/4 Cup	Lyonnais Rice
QG0101	4-5 Spears	Asparagus
Q00102	6 Oz or 3/4 Cup	Cauliflower Combo
M04700	8 oz or 1 Cup	Tossed Green Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
D00102	1 Biscuit	Cheese Biscuits

DG0850	2 Pieces	Margarine
H00300	1 Brownie	Butterscotch Brownies
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Grape Drink

Menu Day 7	Breakfast	
Recipe #	Serving Size	Recipe Name
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L08900	2 Patties	Grilled Sausage Patties
E00100	6 Oz or 3/4 Cup	Hot Rolled Oats
DG0802	2 Slices	Assorted Toast
D01202	1 Piece	Crumb Cake - Snickerdoodle
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
Menu Day 7	Lunch	
Recipe #	Serving Size	Recipe Name
L16505	1 Slice	Pepperoni Pizza
Q04508	4 Oz or 1 Cup	French Fried Potatoes
QG0111	6 Oz or 3/4 Cup	Seasoned Corn
M04700	8 oz or 1 Cup	Tossed Green Salad
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings
D00702	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
H00903	2 Cookies	Oatmeal Raisin Cookies
C00900	8 Oz or 1 Cup	Iced Tea
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Cherry Drink
Menu Day 7	Dinner	
Recipe #	Serving Size	Recipe Name
L06900	4 Oz or 2 Slices	Baked Ham w/ Pineapple
Q06701	4 Oz or 1/2 Cup	Glazed Sweet Potatoes
Q00202	6 Oz or 3/4 Cup	Pinto Beans
M04700	8 oz or 1 Cup	Tossed Green Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
D03301	2 Rolls	Hot Rolls - Brown & Serve

DG0850	2 Pieces	Margarine
I01701	1/8 Pie	Blueberry Pie
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Orange Drink

Menu Day 8		
Breakfast		
Recipe #	Serving Size	Recipe Name
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L03000	4.5 oz or 2/3 Cup	Creamed Ground Beef
E00101	6 oz or 3/4 Cup	Hot Hominy Grits
Q04602	1 Square	Hash Brown Potatoes - Frozen
D00101	1 Biscuit	Baking Powder Biscuits
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
Menu Day 8		
Lunch		
Recipe #	Serving Size	Recipe Name
L10300	1-6 Oz Steak	Veal Parmesan
Q03300	6 Oz or 3/4 Cup	Parsley Buttered Potatoes
QG0202	3-4 Stalks	Broccoli
M04700	8 oz or 1 Cup	Tossed Green Salad
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings
D03301	2 Rolls	Hot Rolls - Brown & Serve
DG0850	2 Pieces	Margarine
H02100	2 Cookies	Lemon Cookies
C00900	8 Oz or 1 Cup	Iced Tea
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Cherry Drink
Menu Day 8		
Dinner		
Recipe #	Serving Size	Recipe Name
L03500	6 Oz or 2 Slices	Meat Loaf
E00800	6 Oz or 3/4 Cup	Rice Pilaf
QG0101	4-5 Spears	Asparagus
M04400	6 Oz or 3/4 Cup	Spring Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
D00702	2 Slices	Assorted Breads

DG0850	2 Pieces	Margarine
G00900	1.5 Tbsp	Chocolate Frosting
G01201	4 Oz or 1 Piece	Devil's Food Cake
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Fruit Punch

Menu Day 9		Breakfast
Recipe #	Serving Size	Recipe Name
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L07103	3 Oz Slice	Grilled Ham Slices
D03303	2 Rolls(1 3/4 Oz Each)	Oatmeal Rolls
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
Menu Day 9		Lunch
Recipe #	Serving Size	Recipe Name
L08500	1 Chop or 5 Oz	Braised Pork Chop
Q00200	3.5 Oz or 1/2 Cup	Baked Beans
QG0109	6 Oz or 3/4 Cup	Chinese Mixed Vegetables
M04400	6 Oz or 3/4 Cup	Spring Salad
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings
D00702	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
A01390	1 Piece	Chocolate Drop Cookies
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Lemonade
Menu Day 9		Dinner
Recipe #	Serving Size	Recipe Name
L02802	10 Oz or 1 1/4 Cups	Chili Macaroni
QG0121	6 Oz or 3/4 Cup	Turnip Greens
M04700	8 Oz or 1 Cup	Tossed Green Salad
D03300	2 Rolls	Hot Rolls
A01390	1 Piece	Fresh Fruit
		Apple/Orange/Banana

DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Fruit Punch

Menu Day 10		Breakfast
Recipe #	Serving Size	Recipe Name
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L08901	2 Patties	Baked Sausage Patties
L18000	1 Patty	Turkey Sausage Patties
E00100	6 Oz or 3/4 Cup	Hot Rolled Oats
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
Menu Day 10		Lunch
Recipe #	Serving Size	Recipe Name
L14601	2 Pieces	Barbecued Chicken
F00100	8 Oz or 1 Cup	Baked Macaroni & Cheese
Q02700	6 Oz or 3/4 Cup	Calico Corn
M04700	8 oz or 1 Cup	Tossed Green Salad
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings
D00702	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
J01600	3.5 Oz or 2/3 Cup	Bread Pudding
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Lemonade
Menu Day 10		Dinner
Recipe #	Serving Size	Recipe Name
N04102	1 Sandwich	Chili Dog
Q00200	3.5 Oz or 1/2 Cup	Baked Beans
M00800	4 Oz or 1/2 Cup	Cole Slaw
E01303	8 Oz or 1 Cup	Crisp Chocolate Cookies
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Fruit Punch

Menu Day 11		
Breakfast		
Recipe #	Serving Size	Recipe Name
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L00200	2 Slices	Oven Fried Bacon
E00100	6 Oz or 3/4 Cup	Hot Rolled Oats
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0218	6 Oz or 3/4 Cup	Apple Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
Menu Day 11		
Lunch		
Recipe #	Serving Size	Recipe Name
L14800	2 Pieces & Sauce	Chicken Cacciatore
E00501	6 Oz or 3/4 Cup	Lyonnais Rice
Q02400	4 Oz or 1/2 Cup	Broccoli Parmesan
M04400	6 Oz or 3/4 Cup	Spring Salad
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings
D00702	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
G02101	1 Slice	Almond Pound Cake
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Cherry Drink
Menu Day 11		
Dinner		
Recipe #	Serving Size	Recipe Name
N03500	1 Sandwich	Hot Roast Beef Sandwich
Q04800	4 Oz or 1/2 Cup	Mashed Potatoes
QG0306	2-3 Spears	Broccoli
QG0320	6 Oz or 3/4 Cup	Succotash
M02300	1 Square	Jellied Cranberry & Orange Salad
H01302	2 Cookies	Snickerdoodle Cookies
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0614	8 Oz or 1 Cup	Lemon Lime Drink
Menu Day 12		
Breakfast		
Recipe #	Serving Size	Recipe Name
D02200	2 Slices	French Toast
D05000	2 Oz or 1/4 Cup	Maple Syrup

EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L00200	2 Slices	Oven Fried Bacon
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 12</b>	<b>Lunch</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
N02900	1 Hamburger	Grilled Hamburger
Q00200	3.5 Oz or 1/2 Cup	Baked Beans
M03300	4 Tomato Slices/1 Leaf	Lettuce & Tomato Salad
MG0110	2 Oz or 1/4 Cup	Dill Chips
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings
Q04502	8 Oz or 1 Cup	French Fried Potatoes
H00200	1 Brownie	Brownies
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Lemon Lime Drink
<b>Menu Day 12</b>	<b>Dinner</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L15001	1 Cup	Chicken Pot Pie
QG0102	6 Oz or 3/4 Cup	Green Beans
M01500	4 Oz or 1/2 Cup	Lettuce, Tomato, Cucumber Salad
DG0810	2 Slices	Whole Wheat Bread
I00601	1/8 Pie	Banana Cream Pie
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0612	8 Oz or 1 Cup	Grape Drink

<b>Menu Day 13</b>	<b>Breakfast</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L03000	4.5 oz or 2/3 Cup	Creamed Ground Beef
L11001	4 Oz or 1/2 Cup	Corned Beef Hash
E00101	6 oz or 3/4 Cup	Hot Hominy Grits
D00101	1 Biscuit	Baking Powder Biscuits

DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 13</b>	<b>Lunch</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
P00700	8 Oz or 1 Cup	Vegetable Soup
PG0200	2 Pkg	Assorted Crackers
Q05000	4 Oz or 1/2 Cup	Oven Browned Potatoes
M05000	4 Oz or 1/2 Cup	Waldorf Salad
N02702	1 Sandwich	BBQ Pork Sandwich
H01003	2 Cookies	Double Chocolate Chip Cookies
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Fruit Punch
<b>Menu Day 13</b>	<b>Dinner</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L03800	1 Cup Spaghetti & 1 Cup Sauce	Spaghetti w/ Meat Sauce
MG0101	.5 Oz or 1 Tbsp	Grated Parmesan Cheese
QG0102	6 Oz or 3/4 Cup	Asparagus
D00700	2 Slices	Toasted Garlic Bread
M04400	6 Oz or 3/4 Cup	Spring Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
G01800	2.5 Tbsp	Caramel Frosting
G02500	1 Slice	Spice Cake
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Lemonade

<b>Menu Day 14</b>	<b>Breakfast</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L08900	2 Patties	Grilled Sausage Patties
E00100	6 Oz or 3/4 Cup	Hot Rolled Oats
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
D01202	1 Piece	Crumb Cake
C00300	8 Oz or 1 Cup	Coffee

CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 14</b>	<b>Lunch</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L11900	4 Oz	Baked Fish
L11906	4 Oz	Fish Amandine
E00800	6 Oz or 3/4 Cup	Rice Pilaf
M00801	4 Oz or 1/2 Cup	Mexican Cole Slaw
DG0801	2 Slices	Assorted Breads
A01391	2 Pieces	Lemon Wedges
DG0850	2 Pieces	Margarine
G02602	1/8 Pie	Cheese Cake Pie
Q01701	4 Oz or 1/2 Cup	Glazed Fresh Carrots
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Grape Drink
<b>Menu Day 14</b>	<b>Dinner</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L04200	1 Square	Chili Conquistador
E00501	6 Oz or 3/4 Cup	Lyonnaise Rice
Q00702	4 Oz or 1/2 Cup	Green Beans w/Mushrooms
DG0810	2 Slices	Whole Wheat Bread
M04400	6 Oz or 3/4 Cup	Spring Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
DG0850	2 Pieces	Margarine
G01600	1 Biscuit	Strawberry Shortcake
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Cherry Drink

<b>Menu Day 15</b>	<b>Breakfast</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L03000	4.5 oz or 2/3 Cup	Creamed Ground Beef
E00101	6 oz or 3/4 Cup	Hot Hominy Grits
Q04602	1 Square	Hash Brown Potatoes - Frozen
D00101	1 Biscuit	Baking Powder Biscuits
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee

CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 15</b>		<b>Lunch</b>
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L01700	10 Oz or 1 1/4 Cup	Braised Beef & Noodles
Q04101	6 Oz or 3/4 Cup	Peas & Carrots
M04700	8 oz or 1 Cup	Tossed Green Salad
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings
D03301	2 Rolls	Hot Rolls - Brown & Serve
DG0850	2 Pieces	Margarine
A01390	1 Piece	Fresh Fruit
		Apple/Orange/Banana
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Lemonade
<b>Menu Day 15</b>		<b>Dinner</b>
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L16200	2 Slices	Roast Turkey
O01602	2 Oz or 1/4 Cup	Chicken Gravy
O02000	3 Oz	Cornbread Dressing
Q04800	4 Oz or 1/2 Cup	Mashed Potatoes
QG0102	6 Oz or 3/4 Cup	Green Beans
M04400	6 Oz or 3/4 Cup	Spring Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
D03304	2 Rolls	Dinner Rolls
DG0850	2 Pieces	Margarine
I01200	1/8 Pie	Sweet Potato Pie
K00201	3 Tbsp	Whipped Topping
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Fruit Punch

<b>Menu Day 16</b>		<b>Breakfast</b>
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L07103	3 Oz Slice	Grilled Ham Slices
D03303	2 Rolls(1 3/4 Oz Each)	Oatmeal Rolls
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine

DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 16</b>	<b>Lunch</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
P00700	8 Oz or 1 Cup	Vegetable Soup
PG0200	2 Pkg	Assorted Crackers
N00602	1 Sandwich	Toasted Cheese & Ham Sandwich
M03800	4 Oz or 1/2 Cup	Pasta Salad
H00200	1 Brownie	Brownies
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Cherry Drink
<b>Menu Day 16</b>	<b>Dinner</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L00700	7 Oz	Grilled Top Sirloin Steak
Q04400	1 Potato	Baked Potatoe
QG0207	1 Ear	Corn on the Cob
D03300	2 Rolls	Hot Rolls
M04700	8 Oz or 1 Cup	Tossed Green Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
J01001	1 Piece	Apple Crunch
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Lemonade

<b>Menu Day 17</b>	<b>Breakfast</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L08900	2 Patties	Grilled Sausage Patties
E00100	6 Oz or 3/4 Cup	Hot Rolled Oats
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
D01202	1 Piece	Crumb Cake
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 17</b>	<b>Lunch</b>	

Recipe #	Serving Size	Recipe Name
L03400	2 Tacos	Tacos
O00700	1 Oz or 2 Tbsp	Taco Sauce
E00900	6 Oz or 3/4 Cup	Spanish Rice
Q02700	6 Oz or 3/4 Cup	Calico Corn
M04700	8 Oz or 1 Cup	Tossed Green Salad
D01503	1 Piece	Jalapeno Corn Bread
DG0850	2 Pieces	Margarine
J00605	4 Oz or 1/2 Cup	Fruit Cocktail Cup
C00900	8 Oz or 1 Cup	Iced Tea
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 17</b>		<b>Dinner</b>
Recipe #	Serving Size	Recipe Name
P00600	8 Oz or 1 Cup	Tomato Soup
PG0200	2 Pkg	Assorted Crackers
N02000	1 Sandwich	Grilled Reuben Sandwich
M04500	3.5 Oz or 1/3 Cup	Three Bean Salad
Q04501	3.5 Oz or 1 Cup	French Fried Potatoes
H01000	2 Cookies	Crisp Chocolate Cookies
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Orange Drink

<b>Menu Day 18</b>		<b>Breakfast</b>
Recipe #	Serving Size	Recipe Name
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L00200	2 Slices	Oven Fried Bacon
E00100	6 Oz or 3/4 Cup	Hot Rolled Oats
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 18</b>		<b>Lunch</b>
Recipe #	Serving Size	Recipe Name
P00101	8 Oz or 1 Cup	Beef Barley Soup
PG0200	2 Pkg	Assorted Crackers
N01900	1 Sandwich	Submarine Sandwich

M04000	4 Oz	Potato Salad
A01390	1 Piece	Fresh Fruit
		Apple/Orange/Banana
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Orange Drink
<b>Menu Day 18</b>	<b>Dinner</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L11910	5 Oz	Baked Fish - Salmon
O01300	2 Tbsp	Tarter Sauce
E00800	6 Oz or 3/4 Cup	Rice Pilaf
QG0102	6 Oz or 3/4 Cup	Green Beans
M04400	6 Oz or 3/4 Cup	Garden Vegetable Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
D00702	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
G03203	4 Oz or 1 Piece	Carrot Cake w/Cream Cheese Frosting
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Lemon Lime Drink

<b>Menu Day 19</b>	<b>Breakfast</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
D02500	2 Pancakes	Pancakes
D05000	2 Oz	Maple Syrup
L00200	2 Slices	Oven Fried Bacon
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 19</b>	<b>Lunch</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L01002	2-3 Slices	Yankee Pot Roast
O01600	2 Oz or 1/4 Cup	Brown Gravy
Q01200	4 Oz or 1/2 Cup	Fried Cabbage
Q05700	4 Oz or 1/2 Cup	Mashed Potatoes
M04400	6 Oz or 3/4 Cup	Spring Salad

MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
DG0850	2 Pieces	Margarine
D03300	2 Rolls	Hot Rolls
I01001	3 Oz Square	Peach Cobbler
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Lemon Lime Drink
<b>Menu Day 19</b>	<b>Dinner</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L05100	1 Fillet	Chicken Parmesan
Q04102	6 Oz or 3/4 Cup	Peas w/Celery
M03300	4 Tomatoes & 1 Leaf	Lettuce & Tomato Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
DG0850	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
H02002	2 Bars	Chocolate Chip Bars
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Grape Drink

<b>Menu Day 20</b>	<b>Breakfast</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L03000	4.5 oz or 2/3 Cup	Creamed Ground Beef
E00101	6 oz or 3/4 Cup	Hot Hominy Grits
Q04602	1 Square	Hash Brown Potatoes - Frozen
D00101	1 Biscuit	Baking Powder Biscuits
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 20</b>	<b>Lunch</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L08806	1 Sausage	Simmered Polish Sausage
Q01200	4 Oz or 1/2 Cup	Fried Cabbage
M05300	3 Oz or 1/3 Cup	German Style Tomato Salad
D03301	2 Rolls	Hot Rolls - Brown & Serve
Q04508	4 Oz or 1/2 Cup	French Fried Potatoes
D03301	2 Rolls	Hot Rolls - Brown & Serve

DG0850	2 Pieces	Margarine
A01390	1 Piece	German Chocolate Cake w/Frosting
C00900	8 Oz or 1 Cup	Iced Tea
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Fruit Punch
<b>Menu Day 20</b>	<b>Dinner</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L15601	2 Pieces	Oven Fried Chicken
O01602	2 Oz or 1/4 Cup	Chicken Gravy
Q05700	4 Oz or 1/2 Cup	Corn O'Brien
E01303	1 Piece	Fresh Fruit
Q00102	6 Oz or 3/4 Cup	Cauliflower Combo
M04400	6 Oz or 3/4 Cup	Tossed Green Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
D00702	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Lemon Lime Drink

<b>Menu Day 21</b>	<b>Breakfast</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
EG0100	1 Ind Pkg	Assorted Dry Cereal
F00700	2 Eggs	Griddle Fried Eggs
L08900	2 Patties	Grilled Sausage Patties
E00100	6 Oz or 3/4 Cup	Hot Rolled Oats
DG0802	2 Slices	Assorted Toast
DG0805	1 Oz or 2 Tbsp	Assorted Jam & Jelly
D02903	2 Pieces	Margarine
D01202	1 Piece	Banana Muffins
C00300	8 Oz or 1 Cup	Coffee
CG0223	6 Oz or 3/4 Cup	Orange Juice
CG0426	8 Oz or 1 Carton	Milk, 1%
<b>Menu Day 21</b>	<b>Lunch</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L01604	1 Steak w/ Gravy	Swiss Steak w/ Mushroom Gravy
Q05700	4 Oz or 1/2 Cup	Mashed Potatoes
QG0321	4.5 Oz or 3/4 Cup	Mixed Vegetables
M03300	4 Tomatoes & 1 Leaf	Lettuce & Tomato Salad
MG0102	1 oz or 2 Tbsp	Assorted Salad Dressings

D00702	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
H01100	2 Cookies	Peanut Butter Cookies
C00900	8 Oz or 1 Cup	Iced Tea
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0613	8 Oz or 1 Cup	Lemonade
<b>Menu Day 21</b>	<b>Dinner</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
L09200	7 Oz	Barbecued Spare Ribs
Q00200	3.5 Oz or 1/2 Cup	Baked Beans
Q00102	6 Oz or 3/4 Cup	Cauliflower Combo
M00800	4 Oz or 1/2 Cup	Cole Slaw
D01400	1 Piece	Corn Bread
DG0850	2 Pieces	Margarine
G03203	4 Oz or 1 Piece	German Chocolate Cake w/Frosting
C00300	8 Oz or 1 Cup	Coffee
C00900	8 Oz or 1 Cup	Iced Tea
CG0406	8 Oz or 1 Carton	Milk, 1%
CG0616	8 Oz or 1 Cup	Orange Drink

<b>Menu Day 22</b>	<b>Holiday Lunch</b>	
<b>Recipe #</b>	<b>Serving Size</b>	<b>Recipe Name</b>
B00400	4 Shrimp w/Sauce	Shrimp Cocktail
L06902	2 Slices or 4 Oz	Baked Ham w/Pineapple
L16200	1-2 Slices	Roast Turkey
O01602	2 Oz or 1/4 Cup	Chicken Gravy
O02000	3 Oz Square	Corn Bread Dressing
Q04800	4 Oz or 1/2 Cup	Mashed Potatoes
Q06700	4 Oz or 1/2 Cup	Candied Sweet Potatoes
QG0102	6 Oz or 3/4 Cup	Green Beans
QG0311	6 Oz or 3/4 Cup	Corn
M02301	1 Square	Jellied Cranberry Sauce & Orange Salad
CG0406	8 Oz or 1 Carton	Spring Salad
MG0102	1 Oz or 2 Tbsp	Assorted Salad Dressings
DG0801	2 Slices	Assorted Breads
DG0850	2 Pieces	Margarine
G00100	1 Slice	Angel Food Cake w/Frosting
I03100	1/8 Pie	Pecan Pie
C00900	8 Oz or 1 Cup	Iced Tea
C00300	8 Oz or 1 Cup	Coffee
CG0406	8 Oz or 1 Carton	Milk, 1%

CG0613	8 Oz or 1 Cup	Lemonade
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