

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER F3T4MD1140AA02		PAGE 1 OF 48	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA4809-11-Q-0268	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME A1C CHRISTOPHER CAVINS		b. TELEPHONE NUMBER (No Collect Calls) 919-722-5405		6. SOLICITATION ISSUE DATE 08-Aug-2011	
9. ISSUED BY  4TH CONTRACTING SQUADRON 1695 WRIGHT BROTHERS AVENUE SEYMOUR JOHNSON AFB, NC 27531-2459  TEL: (919) 722-5411 FAX: (919) 722-5414		CODE FA4809		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$7.0 NAICS: 621399		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)	
						13b. RATING	
15. DELIVER TO 4 MDG  1050 JABARA AVENUE SEYMOUR JOHNSON AFB NC 27531 TEL: FAX:		CODE F3T4MD		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY 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							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> 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)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 48	
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		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LPN to work in Immunizations. 1 FTE. FFP LPN to work in Immunizations. 1 FTE. Services for 1 Year (1920 Hours). Manpower # MO12-033. FOB: Destination PURCHASE REQUEST NUMBER: F3T4MD1140AA02 SIGNAL CODE: A	1,920	Hours		

---

NET AMT

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2011 TO 31-AUG-2012	N/A	4 MDG . 1050 JABARA AVENUE SEYMOUR JOHNSON AFB NC 27531 FOB: Destination	F3T4MD

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-41	Service Contract Act Of 1965	NOV 2007
52.247-34	F.O.B. Destination	NOV 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007

## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(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:

Award will be based on lowest price responsive offeror.

(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)

## CLAUSES INCORPORATED BY FULL TEXT

### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2011) ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"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.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 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.

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.

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" 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.

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 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 its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

"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 stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(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 posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database 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 applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (n) 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 on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will 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, for general statistical purposes, 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 to paragraphs (c)(8) and (9): 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 in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: .] Each WOSB concern 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 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)(7)(ii) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns 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) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):



Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(11) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search Database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) 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, U.S. Trust Territory of the Pacific Islands (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) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) 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 Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--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 Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-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, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, 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) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

## 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 Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). 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 Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). 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 Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(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 Act. 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; and

(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) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 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. Sec. 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. Sec. 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. Sec. 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 Act. (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 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 Act 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 a central contractor registration database 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) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

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

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

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2011)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).



\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

\_\_\_ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

\_\_\_ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

\_\_\_ (9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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

\_\_\_ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.
- \_\_\_ (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.
- \_\_\_ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- \_\_\_ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9
- \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (JUL 2010) of 52.219-9.
- \_\_\_ (15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (16) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- \_\_\_ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

\_\_\_ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

\_\_\_ (24) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_X\_ (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

\_X\_ (26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_X\_ (27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_\_\_ (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

\_X\_ (29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

\_\_\_ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

\_\_\_ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

\_\_\_ (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 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.)

\_\_\_ (33) (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.)

\_\_\_ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16. .

\_\_\_ (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

- \_\_\_ (37) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (38)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (40) 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).
- \_\_\_ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))
- \_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_X\_ (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)
- \_\_\_ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- \_\_\_ (48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- \_\_\_ (49)(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.

\_\_\_\_

(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.)

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(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, 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 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)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern 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 the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 621399- assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

12071 - Licensed Practical Nurse I

10.46

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 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):

<http://farsite.hill.af.mil>

(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):

<http://farsite.hill.af.mil>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any [DFARS](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

#### 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

#### 5352.201-9101 Ombudsman (Aug 2005)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of [OMB Circular A-76](#) competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM (ACC) Ombudsmen, Mr Eric Thaxton, 129 Andrews Street, Suite 102, Langley AFB VA 23665-2769, phone:

(757) 764-5372 fax: (757) 764-4400, email: [eric.thaxton@langley.af.mil](mailto:eric.thaxton@langley.af.mil) Concerns, issues, disagreements -, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

#### 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (Aug 2007)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and a letter from contracting to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with **AFI 31-101, Volume 1, The Air Force Security Program, and AFI 31-501, Personnel Security Program Management** citing the appropriate paragraphs as applicable.

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

(f) Failure to comply with these requirements may result in withholding of final payment.

#### 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (AUG 2004)

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

- (1) Require logical access to Department of Defense computer networks and systems in either:
  - (i) the unclassified environment; or
  - (ii) the classified environment where authorized by governing security directives.
- (2) Perform work which requires the use of a CAC for installation entry control or physical access to facilities and buildings.
- (b) Contractors and their personnel shall use the following procedures to obtain CACs:
  - (1) Contractors shall provide a listing of personnel authorized a CAC to the contracting officer. The contracting officer will provide a copy of the listing to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., "authorizing official").
  - (2) Contractor personnel on the listing shall each complete and submit a DD Form 1172-2 or other authorized DoD electronic form to the authorizing official. The authorizing official will verify the applicant's name against the contractor's listing and return the DD Form 1172-2 to the contractor personnel.
  - (3) Contractor personnel will proceed to the nearest CAC issuance workstation (usually the local Military Personnel Flight (MPF) with the DD Form 1172-2 and appropriate documentation to support their identification and/or citizenship. The CAC issuance workstation will then issue the CAC.
- (c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.
- (d) During the performance period of the contract, the contractor shall:
  - (1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing official;
  - (2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;
  - (3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and
  - (4) Report lost or stolen CACs in accordance with local policy/directives.
- (e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.
- (f) Failure to comply with these requirements may result in withholding of final payment.

The contractor shall ensure all employees working on Seymour Johnson Air Force Base possess proper identification and/or citizenship documentation. Under the Immigration and Nationality Act (INA), employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired (Ref: U. S. Department of Labor: <http://www.dol.gov/compliance/guide/aw.htm#whowhich>)

**DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS APPLIES TO THIS ORDER.**

**USE OF WAWF IS MANDATORY-** Requests for payment shall be processed electronically via the Wide Area Work Flow (WAWF) system. Use of WAWF will speed payment processing time and allow you to monitor payment status online. There are no charges or fees to use WAWF. For information on WAWF go to <https://wawf.eb.mil>.

If you are currently not registered with WAWF, contact the WAWF help desk at 1-866-618-5988 or 1-801-605-7095. The help desk will register your Cage Code. You will then be able to register your company in WAWF at <https://wawf.eb.mil>. A live training database is located at <https://wawftraining.eb.mil>. If you have any further questions, please contact the contract administrator listed on the front of the contract.

Questions concerning payment should be directed to the Defense Finance Accounting Services (DFAS) Limestone at 1-800-390-5620 or faxed to 1-866-392-7091. You must have your contract number and invoice number ready when inquiring about payment status. Payment information can also be accessed at the DFAS website: <http://www.dfas.mil>.

The following BPN (Business Partner Number) codes will be required to route your invoices and e-mails to inspection/acceptance personnel through WAWF.

CAGE CODE: (fill In) \_\_\_\_\_

ISSUE DODAAC: FA4809

ADMIN DODAAC: FA4809

INSPECT BY DODAAC: FA4809

SERVICE ACCEPTOR: FA4809

SHIP TO CODE (EXT): (fill In) \_\_\_\_\_ (ATTN: In order to facilitate payment, the office to be held responsible for submitting the receiving report in WAWF has been entered. The actual delivery location is (fill in) \_\_\_\_\_)

PAY DODAAC: F67100

E-MAIL POINT OF CONTACT LISTING: \_\_\_\_\_

SERVICE ACCEPTOR: \_\_\_\_\_

CONTRACT ADMINISTRATOR: \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_

ADDITIONAL CONTACTS: \_\_\_\_\_

TYPE OF INVOICE: Use the type of invoice indicated with "X" below:

☐ Invoice as 2-in-1 (services only)

☐ Invoice and Receiving Report (combo)

☐ Construction ( NOTE: Invoices to be submitted only AFTER receipt of approved AF FORM 3065, Contract Progress Report.)

## STATEMENT OF WORK

### STATEMENT OF WORK

### FOR A LICENSED PRACTICAL NURSE (LPN)

### NON-PERSONAL SERVICES

**1.0 DESCRIPTION OF SERVICES.** The government requires a non-personal services contract for one (1) Full Time Equivalent (FTE) LPN to perform the requirements identified in this Statement of Work (SOW).

The care shall be provided at the 4th Medical Group, Seymour Johnson AFB, NC hereafter referred to as the "medical treatment facility" (MTF).

### **1.1 QUALIFICATIONS.**

**1.1.1 Education.** The licensed practical nurse must have, as a minimum, a current Licensed Practical Nurse (LPN) certificate from an accredited national, state or military trained equivalent school.

**1.1.2 Licensure.** The licensed practical nurse shall have and maintain an active, valid, current, unrestricted license (with no limitations, stipulations or pending adverse actions) to practice nursing as a licensed practical nurse (LPN) in a US jurisdiction.

**1.1.3 Experience.** The licensed practical nurse shall have provided LPN services in the specialty clinical service area for at least 12 months within the past 36 months.

**1.1.4** The nurse must possess the following knowledge;

**1.1.5** Knowledge of standard nursing care principles, procedures, and practices.

**1.1.6** Knowledge and skill in cardiopulmonary resuscitation used to initiate resuscitation measures when necessary and assist medical team in providing support measure.

**1.1.7** Knowledge of pharmaceuticals, their expected beneficial effects, and potential side effects.

**1.1.8** Ability to perform infection control procedures.

**1.1.9** Knowledge of emergency medical procedures.

**1.2 SPECIFIC TASKS.** Duties shall include, but shall not necessarily be limited to, the following:

**1.2.1** Serves as a practical nurse performing patient care and nursing administrative duties for outpatients in accordance with established policies, procedures, protocols, and guidelines.

**1.2.2** Performs a variety of diagnostic procedures; sets up procedure room and equipment; provides individualized patient teaching on a preventative healthcare and health maintenance.

**1.2.3** Prepares and administers prescribed medications by oral, sublingual, intramuscular, intradermal, subcutaneous, topical, dermal and inhalation routes.

**1.2.4** Prepares and positions patient for examinations and treatments.

**1.2.5** Participates in in-services and continuing education programs.

**1.2.6** Establishes and maintains good interpersonal relationships with co-workers, families, peers, and other health team members.

**1.2.7** Ensure all equipment is properly cleaned and stored at the end of each work shift. Ensure preventive maintenance and routine cleaning are performed as directed.

**1.2.8** Ensure a safe work environment and employee safe work habits.

**1.2.9** The nurse shall provide patients with the utmost care and attention. All patients shall be assured of their privacy and personal dignity.

**1.2.10** The nurse shall prepare all documentation to meet or exceed established standards of the MTF, to include, but not limited to, timeliness, accuracy, content and signature. Only MTF and Air Force-approved abbreviations shall be used for documentation of the patient health record.

### **1.3 WORK SCHEDULE**

**1.3.1 HOURS OF OPERATIONS.** The contract employee shall work Monday-Friday 7:30am to 4:30pm, excluding federal holidays.

**1.3.2 AVAILABILITY.** Seymour Johnson Air Force Base and the Medical Group operate on weekly schedule, Monday through Friday. The Contractor's designated project manager shall notify the Chief of Nursing Services as early as possible of programmable absences of Contractor personnel (i.e. scheduled training to maintain proficiency) to allow for planning of service coverage and workload distribution. Work days will be an eight hour shift with a one hour lunch within the hours of operation.

**1.3.3 FEDERAL HOLIDAYS.** Contract personnel will not be required to provide service on recognized Federal Holidays. (New Years Day, Martin Luther King JR's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day).

**1.3.4 VACATION/ABSENCES.** Contractor personnel shall coordinate absences for vacation, sick leave and miscellaneous/personal reasons. The absences are to be coordinated with, and subject to the approval of Chief of Nursing Services. Absences will not excuse the performance of any duty under this contract.

**1.3.5** If routine services are not fulfilled or accomplished as required in the contract for absences greater than ten (10) consecutive duty days (80 hours), the Government reserves the right to procure such services from another source, until routine services are restored.

**1.3.6 ON-CALL DUTY.** The contract personnel shall not provide on-call services.

**1.3.7** On occasion, services may be required to support an activation or exercise of contingency plans outside the normal hours. Emergency situations (i.e. accident and rescue operations, civil disturbances, natural disasters, military contingency operations, and exercises) may necessitate the contractor provide increased or reduced support as determined by the contracting officer. The Government will negotiate an equitable adjustment with the contractor for the cost of these emergency requirements.

**2.0 GOVERNMENT FURNISHED PROPERTY:** The Government will provide the following equipment, supplies, and services listed below:

**2.1 EQUIPMENT/OFFICE FURNITURE.** The health care workers shall have joint use of all available equipment for performing services required by this contract.

**2.2 PERSONAL PROTECTIVE EQUIPMENT (PPE).** The Government will furnish the health care workers with appropriate PPE. The Government will be responsible for any repair, cleaning, and inventory required for the PPE. This does not include any type of uniform, laboratory coat and respirator devices.

**2.3 SUPPLIES.** The MTF will provide medical and non-medical supplies commonly used in the facility for the care and management of patients. Commonly used supplies are those routinely stocked by the MTF.

**2.4 COMPUTER EQUIPMENT.** The MTF will provide computer equipment required to schedule, check in, document, order ancillary services, and maintain appropriate electronic medical information that support the hard copy medical record. The MTF will provide required training for these systems. The health care workers will be required to use the computer systems that are standard for the support of health care delivery at the MTF.

**2.5 UTILITIES.** For the purpose of this contract, the government will furnish all required utilities (such as water, telephone, electricity, etc.) at no cost to the health care workers. Long distance and Defense Switched Network (DSN) telephone services will be provided for official use only. The health care workers shall participate in government energy conservation programs.

**2.6 PATIENT SCHEDULING.** Clinic personnel will assist in patient scheduling. Complete administrative control of the patient shall remain with the Government.

**2.7 HOUSEKEEPING.** Housekeeping services will be provided by the MTF.

### **3.0 GENERAL INFORMATION**

#### **3.1 HEALTH REQUIREMENTS**

**3.1.1** In accordance with AFI 48-105, all health care workers shall follow the methods for controlling and preventing disease as described in the American Public Health Association publication, *Control of Communicable Diseases Manual*, and the Centers for Disease Control and Prevention (CDC) publication, *Morbidity and Mortality Weekly Report (MMWR)*, and its supplements. Where applicable, the most recent guidelines from these publications are utilized as the standard.

**3.1.2** Before start of work, health care workers shall provide proof of immunization from the following diseases according to CDC guidelines: Hepatitis B, measles, mumps, rubella, varicella, and influenza. The health care worker shall also provide proof of a negative TB skin test within 12 months (if positive, proof of negative chest X-ray within 12 months) prior to start of work. After start of work, the Government will provide post blood-borne exposure protocols according to applicable AFIs.



**3.1.3** In those areas where there is a higher risk of transmission of tuberculosis, health care workers will be tested as frequently as directed by the MTF policy. This test will be provided by the MTF.

**3.1.4 Medical Tests.** No medical tests or procedures required by the contract may be performed at the MTF (with the exception of Tuberculosis testing after start of work). Expenses for all required tests and/or procedures (e.g., respirator fit testing where required) shall be borne by the health care workers at no additional expense to the Government.

**3.1.5 Immunization.** Health care workers must be immunized annually with the influenza vaccine. This vaccine will be provided by the Government, if available as determined by the MTF. Although this vaccine may be provided by the Government, it may be obtained at other facilities with the cost being borne by the health care worker or the Contractor. Unless vaccinated by the Government, the health care worker shall be required to show proof of the vaccination.

**3.1.5.1** Immunization information will be tracked in DoD computer systems for all health care workers.

**3.1.6 Life Support Certification.** At a minimum, all health care workers must maintain current certification in either the American Heart Association Basic Life Support (BLS) (Course C) or the American Red Cross CPR/BLS Course. In addition, Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and Neonatal Resuscitation Course (NRC) certifications shall be as required by AFI 44-102, Community Health Management, Tables 1.1 through 1.6.

**3.2 PREGNANT EMPLOYEES.** Health care workers should report their pregnancy to the Government supervisor. The MTF Employee Health Office will provide information concerning any work hazards in her work area inherent to gestational females. The Government is to notify the pregnant health care worker of any work hazards. It will be the Government and health care worker's joint decision whether she continues work in the environment.

**3.3 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996:** All individuals performing services at an Air Force MTF are required to complete initial and annual refresher HIPAA Privacy and Security Rule training as provided by the MTF for its personnel and will be held accountable for complying with health information privacy and security policies and procedures. Reference Section H for detailed HIPAA language.

**3.4 PROCEDURE GUIDANCE.** Health care workers shall perform procedures compatible with the medical facility's operating capacity and equipment. New medical procedures/services shall not be introduced without prior recommendation to, and approval of, the MTF Commander or authorized representative.

**3.5 WORK SCHEDULES.** The health care worker shall record the time worked and report time in accordance with MTF policy.

**3.6 MTF REQUIREMENTS.** The health care workers shall complete all MTF-specified orientation program(s), initial and annual training requirements, and comply with all MTF policies, procedures, productivity standards and instructions as provided by the MTF.

**3.7 ENGLISH LANGUAGE REQUIREMENT.** The health care workers(s) shall read, understand, speak, and write English fluently.

### **3.8 ADP III SECURITY REQUIREMENTS**

**3.8.1** Since the health care workers under this contract have access to and/or process information requiring protection under the Privacy Act of 1974, these positions are considered —ADP III positions. Compliance with DoD Directive 8500.1, DoD Directive 5200.2, AFI 31-501 and AFI 33-202 is mandatory for ADP III positions. Therefore, a National Agency Check with Inquiries (NACI) is required for each health care worker under this contract. The Contractor shall fully adhere with the provisions of referenced publications by making an appointment (through the COR) with the appropriate security organization at the installation where service is provided. Each individual will be fingerprinted and required to complete the appropriate forms, usually a Standard Form 85-P, Questionnaire for Public Trust Positions. The contractor shall advise the COR that a positive report is needed as a condition of employment under this contract. The Contractor shall apply for the NACI prior to the start of performance for each health care worker.

**3.8.2** The contractor understands that, while the MTF commander may allow health care workers to temporarily occupy non-critical sensitive positions pending NACI, the health care worker will be immediately removed from the position if at any time the NACI receives unfavorable adjudication, or if other unfavorable information that would affect the NACI becomes known.

**3.9 CONTINUING MEDICAL EDUCATION (CME) REQUIREMENTS.** Health care workers, licensed, registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current as prescribed in AFI 41-117, Medical Service Officer Education. CME shall be obtained at no additional cost to the Government and shall be reported to the MTF Credentials Committee annually on the first normal duty day in January for the previous calendar year. Periodic CME may be conducted at the MTF and will be available, at no cost, to any healthcare provider desiring to attend.

**3.9.1** Health care workers shall be in good standing, and under no clinical restrictions, with the State licensure board in any state in which a license is held or has been held within the last 10 years.

**3.9.2** Health care workers shall be current with and have completed all continuing education requirements specified by their professional licensure or certification.

#### **3.10.1 CRIMINAL HISTORY BACKGROUND CHECK**

**3.10.1.1** The MTF will conduct criminal background checks on all health care workers involved in the delivery of healthcare to children, under the age of 18 on a frequent and regular basis, as stated in DODI 1402.5, Enclosure 5. The Contractor is responsible for ensuring the completed Standard Form 86 (Questionnaire for National Security Positions) is contained in credentialing packages for privileged health care providers and submitted for non-privileged health care workers prior to providing services at the MTF. The contractor shall ensure that the health care worker follows local MTF policy to provide fingerprints on a properly completed FD Form 258 (FBI US Department of Justice Fingerprint Card). The procedures for completing the required background check are outlined in the Department of Defense Instruction (DODI) 1402.5.

**3.10.1.2** Process in 44-119, para 4.1.17.6.1 and 4.1.17.6.2 is slightly different. Health care workers may be employed under the contract pending completion of the background checks provided they meet the following criteria pending completion of background checks, The MTF Commander shall require close clinical supervision and full compliance with existing DoD Directives, Instructions, and other guidance...on quality assurance, risk management, licensure, employee orientation, and credentials verification. These policies rely on process and judgment, and meet the intent of the 'direct sight supervision' provision, affording local commanders a flexible and reasonable alternative. Therefore, the Commander will determine what constitutes —close clinical supervision for individuals whose CHBCs are pending--either supervised privileges ensuring protection of patients under the age of 18 or line-of-sight supervision (i.e., chaperoned by an individual whose background check has been successfully completed) at all times when caring for these patients.

**3.10.1.3** The name and address of the MTF security section representative shall be included in the request as the recipient of the results in accordance with MTF procedures. The MTF Commander shall be designated to receive a copy of the results.

**3.10.1.4** Health care workers have the right to obtain a copy of the background check report. Health care workers should contact the individuals identified in the previous paragraph for a copy of the results. Health care workers may challenge the accuracy and completeness of the information in the report by contacting the individual identified in the previous paragraph.

**3.10.1.5** If the health care worker has previously received a background check, proof of the check shall be provided or a new one obtained. A new investigation is required if a break in service to the Department of Defense results in a time lapse of more than 2 years. Re-verification shall be accomplished every 5 years.

**3.10.1.6** Payment of fees incurred in the conduct of any criminal history background check is the responsibility of the Government.

### **3.11 CONFIDENTIALITY OF INFORMATION**

Unless otherwise specified, all financial, statistical, personnel, and/or technical data which is furnished, produced or otherwise available to the contractor or health care worker during the performance of this contract are considered Government confidential business information and shall not be used for purposes other than performance of work under this contract. The contractor and/or the health care worker shall not release any of the above information without prior written consent of the Contracting Officer. All medical records and reports remain the property of the Government.

Patient lists, no matter how developed, shall be treated as confidential information in accordance with the Privacy Act and the Health Insurance Portability and Accountability Act (HIPAA). Lists and/or names of patients shall not be disclosed to or revealed in anyway for any use outside the MTF, except through MTF-specified processes.

All inquires and complaints shall be brought to the attention of the health care provider's supervisor.

### **3.12 LIABILITY INSURANCE**

a. Before commencing work under a contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance had been obtained by the prime contractor and their teaming partners/subcontractors. The following insurance as referenced in FAR 28.306 (b) (1) and 28.307 is the minimum insurance required:

- (1) General liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (2) Automobile liability – Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in the connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (3) Workers' compensation and employer's liability – Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

**3.13 MEDICAL MALPRACTICE.** This contract establishes a non-personal services relationship between the health care worker and the Government while the health care worker is performing services under this contract. This non-personal services relationship is entered into under the authority of section 1091 of Title 10, United States Code. Accordingly, section 1089 of Title 10, United States Code shall apply to personal injury lawsuits filed against the health care worker(s) based on negligent or wrongful acts or omissions incident to performance within the scope of this contract. This non-personal services relationship is solely between the Government and the health care worker and does not include the prime contractors. Therefore, prime contractors are responsible for their own insurance and liability of any type.

The healthcare worker(s) is (are) not required to maintain medical malpractice liability insurance. Health care workers providing services under this contract shall be rendering non-personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual health care worker receives technical guidance, direction, and approval with regard to a task(s) within the requirements of this contract. All other employer/employee duties and responsibilities (payroll, etc.) remain the responsibility of the prime contractor.

#### **3.14 RESTRICTION ON THE USE OF GOVERNMENT-AFFILIATED PERSONNEL**

The contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest. The contractor shall not employ any person who is an employee of the Department of Defense, either military or civilian, unless such person

seeks and receives approval in accordance with Title 5, USC, Section 5536, DoD 5500.7-R (1993), as amended, and services directives.

### **3.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

*HIPAA is comprised of several different sections, each to be implemented by the Dept. of Health and Human Services. The medical facilities of the military services and the DOD health plans are specifically listed as covered by HIPAA. Currently, HIPAA Privacy and Security Rules, as set forth in the Code of Federal Regulations, are in effect for all MTFs. The specific implementation of HIPAA Privacy for DOD medical facilities is set forth in DOD 6025.18-R, and for HIPAA Security, the requirements for AF MTFs are contained in draft/final AFI 41-217, which also contains additional Information Assurance requirements for all AF MTFs. Both DOD 6025.18-R and the final AFI 41-217, when published, are incorporated herein by reference. The draft AFI 41-217 will be an attachment to this contract in the interim. MTFs are responsible to insure overall compliance with HIPAA requirements, which includes incorporation of certain requirements in contracts entered or amended after the respective implementation dates.*

*IAW DoD 6025-18R, the Contractor and Health Care Workers meet the definition of Business Associates. Therefore, a Business Associate Agreement is required by law to comply with both the HIPAA Privacy and Security regulations. This clause serves as that agreement for each MTF, whereby the Contractor and Health Care Workers agree to abide by all HIPAA Privacy and Security requirements regarding health information as defined in this clause, DoD 6025-18-R, as amended and draft/final AFI 41-217, incorporated by reference. Additional HIPAA requirements will be addressed when implemented.*

#### **1. Privacy of Protected Health Information-**

- (a) **Definitions.** As used in this clause generally refer to the CFR definition, unless a more specific provision exists in DOD 6025.18-R

*Individual* has the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

*Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

*Protected Health Information* has the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

*Required by Law* has the same meaning as the term “required by law” in 45 CFR 164.501.

*Secretary* means the Secretary of the Department of Health and Human Services or his/her designee.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

(b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

(e) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

(f) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(g) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(h) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(i) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(j) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

***General Use and Disclosure Provisions***

Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the other purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: Treatment, Payment or Healthcare Operations.

***Specific Use and Disclosure Provisions***

(a) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

***Obligations of the Government***

Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

- (a) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.
- (c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

***Permissible Requests by the Government***

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

**Termination** (a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph

(3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

***Miscellaneous***

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule or DOD 6025.18-R means the section in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with DOD 6025.18-R first and then the Privacy Rule as contained in the CFR.

***2. Security of Protected Health Information***

(a) *Definitions.* As used in this clause:

*Electronic Protected Health Information* has the same meaning as the term “electronic protected health information” in 45 CFR 160.103.

*Secretary* means the Secretary of the Department of Health and Human Services or his/her designee.

*Security Rule* means the Security Standards for the Protection of Electronic Protected health Information at 45 CFR part 160 and part 164, subpart C.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103, 164.103, and 164.304.

(b) The Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Government.

(c) The Contractor agrees to report to the Government any security incident of which it becomes aware.

(d) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

**Termination** A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

#### **Miscellaneous**

(a) Regulatory References. A reference in this Clause to a section in the Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with the Security Rule per the CFR, then AFI 41-217 and any subsequent MTF Health Information Assurance Policies.

#### **WAGE DETERMINATION**

WD 05-2393 (Rev.-12) was first posted on [www.wdol.gov](http://www.wdol.gov) on 06/17/2011

\*\*\*\*\*

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

Diane C. Koplewski	Division of		Wage Determination No.: 2005-2393
Director	Wage Determinations		Revision No.: 12
			Date Of Revision: 06/13/2011

States: North Carolina, South Carolina

Area: North Carolina Counties of Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson  
South Carolina Counties of Dillon, Horry, Marion, Marlboro

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.40
01012 - Accounting Clerk II		14.00
01013 - Accounting Clerk III		15.65
01020 - Administrative Assistant		19.33
01040 - Court Reporter		14.47
01051 - Data Entry Operator I		11.58



01052 - Data Entry Operator II	12.64
01060 - Dispatcher, Motor Vehicle	16.32
01070 - Document Preparation Clerk	11.40
01090 - Duplicating Machine Operator	11.40
01111 - General Clerk I	11.48
01112 - General Clerk II	12.53
01113 - General Clerk III	14.06
01120 - Housing Referral Assistant	17.94
01141 - Messenger Courier	10.81
01191 - Order Clerk I	11.60
01192 - Order Clerk II	12.66
01261 - Personnel Assistant (Employment) I	13.15
01262 - Personnel Assistant (Employment) II	14.71
01263 - Personnel Assistant (Employment) III	18.35
01270 - Production Control Clerk	17.84
01280 - Receptionist	10.77
01290 - Rental Clerk	11.75
01300 - Scheduler, Maintenance	12.79
01311 - Secretary I	12.79
01312 - Secretary II	14.47
01313 - Secretary III	17.94
01320 - Service Order Dispatcher	11.54
01410 - Supply Technician	19.33
01420 - Survey Worker	13.16
01531 - Travel Clerk I	11.20
01532 - Travel Clerk II	11.93
01533 - Travel Clerk III	12.67
01611 - Word Processor I	12.41
01612 - Word Processor II	13.92
01613 - Word Processor III	15.58
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.71
05010 - Automotive Electrician	19.33
05040 - Automotive Glass Installer	17.76
05070 - Automotive Worker	17.76
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.71
05160 - Motor Equipment Metal Worker	17.76
05190 - Motor Vehicle Mechanic	19.71
05220 - Motor Vehicle Mechanic Helper	14.83
05250 - Motor Vehicle Upholstery Worker	16.17
05280 - Motor Vehicle Wrecker	17.76
05310 - Painter, Automotive	18.99
05340 - Radiator Repair Specialist	17.76
05370 - Tire Repairer	11.68
05400 - Transmission Repair Specialist	19.71
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.08
07041 - Cook I	11.58
07042 - Cook II	13.08
07070 - Dishwasher	8.48
07130 - Food Service Worker	8.48
07210 - Meat Cutter	13.62
07260 - Waiter/Waitress	9.32
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.05
09040 - Furniture Handler	11.47
09080 - Furniture Refinisher	17.05
09090 - Furniture Refinisher Helper	13.34
09110 - Furniture Repairer, Minor	15.17
09130 - Upholsterer	17.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.90
11060 - Elevator Operator	8.90
11090 - Gardener	13.69
11122 - Housekeeping Aide	9.40
11150 - Janitor	9.40
11210 - Laborer, Grounds Maintenance	10.22
11240 - Maid or Houseman	8.05
11260 - Pruner	9.16
11270 - Tractor Operator	12.44
11330 - Trail Maintenance Worker	10.22
11360 - Window Cleaner	10.49
12000 - Health Occupations	

12010 - Ambulance Driver	14.47
12011 - Breath Alcohol Technician	15.98
12012 - Certified Occupational Therapist Assistant	23.49
12015 - Certified Physical Therapist Assistant	23.49
12020 - Dental Assistant	15.81
12025 - Dental Hygienist	29.84
12030 - EKG Technician	24.17
12035 - Electroneurodiagnostic Technologist	24.17
12040 - Emergency Medical Technician	14.47
12071 - Licensed Practical Nurse I	14.29
12072 - Licensed Practical Nurse II	15.98
12073 - Licensed Practical Nurse III	17.83
12100 - Medical Assistant	12.14
12130 - Medical Laboratory Technician	17.08
12160 - Medical Record Clerk	12.81
12190 - Medical Record Technician	14.33
12195 - Medical Transcriptionist	15.43
12210 - Nuclear Medicine Technologist	33.19
12221 - Nursing Assistant I	9.44
12222 - Nursing Assistant II	10.61
12223 - Nursing Assistant III	11.58
12224 - Nursing Assistant IV	12.99
12235 - Optical Dispenser	15.99
12236 - Optical Technician	14.25
12250 - Pharmacy Technician	17.03
12280 - Phlebotomist	12.99
12305 - Radiologic Technologist	23.06
12311 - Registered Nurse I	22.96
12312 - Registered Nurse II	28.09
12313 - Registered Nurse II, Specialist	28.09
12314 - Registered Nurse III	33.98
12315 - Registered Nurse III, Anesthetist	33.98
12316 - Registered Nurse IV	40.72
12317 - Scheduler (Drug and Alcohol Testing)	20.57
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.27
13012 - Exhibits Specialist II	20.17
13013 - Exhibits Specialist III	24.67
13041 - Illustrator I	16.27
13042 - Illustrator II	20.17
13043 - Illustrator III	24.67
13047 - Librarian	22.33
13050 - Library Aide/Clerk	11.32
13054 - Library Information Technology Systems Administrator	20.17
13058 - Library Technician	15.22
13061 - Media Specialist I	14.61
13062 - Media Specialist II	16.27
13063 - Media Specialist III	18.15
13071 - Photographer I	14.21
13072 - Photographer II	15.85
13073 - Photographer III	19.62
13074 - Photographer IV	23.41
13075 - Photographer V	28.34
13110 - Video Teleconference Technician	16.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.20
14042 - Computer Operator II	15.88
14043 - Computer Operator III	18.75
14044 - Computer Operator IV	19.68
14045 - Computer Operator V	21.79
14071 - Computer Programmer I	(see 1) 22.75
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.20
14160 - Personal Computer Support Technician	19.68
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.58
15020 - Aircrew Training Devices Instructor (Rated)	36.99
15030 - Air Crew Training Devices Instructor (Pilot)	41.77

15050 - Computer Based Training Specialist / Instructor	30.11
15060 - Educational Technologist	25.36
15070 - Flight Instructor (Pilot)	41.77
15080 - Graphic Artist	21.52
15090 - Technical Instructor	18.45
15095 - Technical Instructor/Course Developer	22.57
15110 - Test Proctor	14.89
15120 - Tutor	14.89
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.27
16030 - Counter Attendant	8.27
16040 - Dry Cleaner	10.20
16070 - Finisher, Flatwork, Machine	8.27
16090 - Presser, Hand	8.27
16110 - Presser, Machine, Drycleaning	8.27
16130 - Presser, Machine, Shirts	8.27
16160 - Presser, Machine, Wearing Apparel, Laundry	8.27
16190 - Sewing Machine Operator	10.85
16220 - Tailor	11.49
16250 - Washer, Machine	8.90
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.22
19040 - Tool And Die Maker	22.18
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.45
21030 - Material Coordinator	17.84
21040 - Material Expediter	17.84
21050 - Material Handling Laborer	10.32
21071 - Order Filler	10.09
21080 - Production Line Worker (Food Processing)	12.45
21110 - Shipping Packer	13.41
21130 - Shipping/Receiving Clerk	13.41
21140 - Store Worker I	11.35
21150 - Stock Clerk	15.84
21210 - Tools And Parts Attendant	12.45
21410 - Warehouse Specialist	12.45
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	21.35
23021 - Aircraft Mechanic I	20.34
23022 - Aircraft Mechanic II	21.35
23023 - Aircraft Mechanic III	22.92
23040 - Aircraft Mechanic Helper	15.11
23050 - Aircraft, Painter	19.31
23060 - Aircraft Servicer	17.20
23080 - Aircraft Worker	18.24
23110 - Appliance Mechanic	17.05
23120 - Bicycle Repairer	13.11
23125 - Cable Splicer	23.00
23130 - Carpenter, Maintenance	17.05
23140 - Carpet Layer	16.29
23160 - Electrician, Maintenance	20.76
23181 - Electronics Technician Maintenance I	20.99
23182 - Electronics Technician Maintenance II	22.91
23183 - Electronics Technician Maintenance III	24.22
23260 - Fabric Worker	15.24
23290 - Fire Alarm System Mechanic	17.96
23310 - Fire Extinguisher Repairer	14.25
23311 - Fuel Distribution System Mechanic	18.40
23312 - Fuel Distribution System Operator	14.31
23370 - General Maintenance Worker	16.30
23380 - Ground Support Equipment Mechanic	20.34
23381 - Ground Support Equipment Servicer	17.20
23382 - Ground Support Equipment Worker	18.24
23391 - Gunsmith I	14.13
23392 - Gunsmith II	16.30
23393 - Gunsmith III	18.40
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.40
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.42
23430 - Heavy Equipment Mechanic	18.81
23440 - Heavy Equipment Operator	17.31
23460 - Instrument Mechanic	18.40
23465 - Laboratory/Shelter Mechanic	17.41

23470 - Laborer	10.32
23510 - Locksmith	17.05
23530 - Machinery Maintenance Mechanic	20.47
23550 - Machinist, Maintenance	18.40
23580 - Maintenance Trades Helper	13.34
23591 - Metrology Technician I	18.40
23592 - Metrology Technician II	19.42
23593 - Metrology Technician III	20.40
23640 - Millwright	20.34
23710 - Office Appliance Repairer	17.05
23760 - Painter, Maintenance	17.05
23790 - Pipefitter, Maintenance	18.17
23810 - Plumber, Maintenance	17.26
23820 - Pneudraulic Systems Mechanic	18.40
23850 - Rigger	18.40
23870 - Scale Mechanic	16.30
23890 - Sheet-Metal Worker, Maintenance	18.40
23910 - Small Engine Mechanic	16.11
23931 - Telecommunications Mechanic I	23.46
23932 - Telecommunications Mechanic II	24.76
23950 - Telephone Lineman	21.84
23960 - Welder, Combination, Maintenance	18.40
23965 - Well Driller	18.40
23970 - Woodcraft Worker	18.40
23980 - Woodworker	14.25
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.68
24580 - Child Care Center Clerk	14.58
24610 - Chore Aide	9.33
24620 - Family Readiness And Support Services Coordinator	13.63
24630 - Homemaker	16.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.87
25040 - Sewage Plant Operator	19.00
25070 - Stationary Engineer	20.69
25190 - Ventilation Equipment Tender	14.40
25210 - Water Treatment Plant Operator	19.00
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.25
27007 - Baggage Inspector	12.21
27008 - Corrections Officer	15.39
27010 - Court Security Officer	16.56
27030 - Detection Dog Handler	14.10
27040 - Detention Officer	15.39
27070 - Firefighter	15.64
27101 - Guard I	12.21
27102 - Guard II	14.10
27131 - Police Officer I	17.27
27132 - Police Officer II	19.18
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.38
28042 - Carnival Equipment Repairer	12.16
28043 - Carnival Equipment Worker	8.90
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	14.99
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	18.94
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.04
29020 - Hatch Tender	16.04
29030 - Line Handler	16.04
29041 - Stevedore I	15.00
29042 - Stevedore II	17.13
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	15.11
30022 - Archeological Technician II	18.98
30023 - Archeological Technician III	22.25

30030 - Cartographic Technician	22.36
30040 - Civil Engineering Technician	19.11
30061 - Drafter/CAD Operator I	15.11
30062 - Drafter/CAD Operator II	16.96
30063 - Drafter/CAD Operator III	18.98
30064 - Drafter/CAD Operator IV	22.83
30081 - Engineering Technician I	14.39
30082 - Engineering Technician II	16.14
30083 - Engineering Technician III	18.06
30084 - Engineering Technician IV	22.38
30085 - Engineering Technician V	27.38
30086 - Engineering Technician VI	33.12
30090 - Environmental Technician	19.53
30210 - Laboratory Technician	22.43
30240 - Mathematical Technician	22.25
30361 - Paralegal/Legal Assistant I	15.95
30362 - Paralegal/Legal Assistant II	19.77
30363 - Paralegal/Legal Assistant III	24.18
30364 - Paralegal/Legal Assistant IV	29.25
30390 - Photo-Optics Technician	21.48
30461 - Technical Writer I	21.77
30462 - Technical Writer II	26.63
30463 - Technical Writer III	32.22
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 18.98
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 20.69
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.37
31030 - Bus Driver	14.98
31043 - Driver Courier	11.73
31260 - Parking and Lot Attendant	8.42
31290 - Shuttle Bus Driver	12.85
31310 - Taxi Driver	9.29
31361 - Truckdriver, Light	12.85
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	16.27
31364 - Truckdriver, Tractor-Trailer	16.27
99000 - Miscellaneous Occupations	
99030 - Cashier	8.14
99050 - Desk Clerk	9.83
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	10.07
99252 - Laboratory Animal Caretaker II	11.07
99310 - Mortician	22.74
99410 - Pest Controller	13.60
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	12.53
99711 - Recycling Specialist	15.25
99730 - Refuse Collector	11.23
99810 - Sales Clerk	11.08
99820 - School Crossing Guard	12.86
99830 - Survey Party Chief	18.64
99831 - Surveying Aide	11.03
99832 - Surveying Technician	15.12
99840 - Vending Machine Attendant	13.63
99841 - Vending Machine Repairer	16.43
99842 - Vending Machine Repairer Helper	13.63

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

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

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial 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 4174)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty 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).

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 regrading 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} 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 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.