



4200
MCCSPRMT/cg
SDM20-B-0013

The Service Company
Attn: Heather Dailey
2900 Monarch Lakes Blvd.
Miramar, Florida 33027

Dear Ms. Dailey:

Enclosed is one (1) copy of the Blanket Purchase Agreement to provide temporary staffing Services for MCCS Bay View Restaurant, aboard Marine Corps Recruit Depot, San Diego, California, for your review and signature. The period of performance of this contract will become effective on the date the contract is signed by both parties. Therefore, please complete box 11 and 12 of the enclosed contract, and return the signed copy of the contract along with a certificate of insurance at your earliest convenience. Upon receipt of the requested documents, a countersigned copy of the contract will be returned to you.

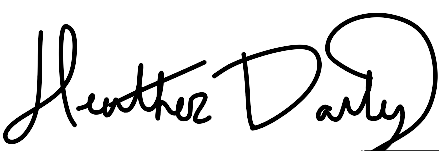
Should you have any questions about the contract, contact Ms. Christina Golz at (760) 725-5663.

Thank you for your submission. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "R. A. Scott", with a long, sweeping horizontal line extending to the right.

R. A. SCOTT
Contracting Officer

Contract Award UNITED STATES MARINE CORPS Marine Corps Community Services (MCCS) - Nonappropriated Funds			
1. CONTRACT NUMBER SDM20-B-0013	2. SOLICITATION NUMBER N/A	3. DATE ISSUED 4/14/2021	4. PURCHASE REQUEST NUMBER 20201207140632
5. ISSUED BY REGIONAL PROCUREMENT OFFICE WEST MCCS Bldg. 1377-Box 555020 Camp Pendleton, CA 92055-5020,		6. ADMINISTRATION OFFICE ADDRESS (if other than Block 5) CHRISTINA GOLZ 760-725-5663 CHRISTINA.GOLZ@USMC-MCCS.ORG	
CONTRACTOR			
7. CONTRACTOR NAME AND ADDRESS THE SERVICE COMPANIES INC 2900 Monarch Lakes Blvd. Miramar, Florida 33027		8. NAME AND TITLE OF AUTHORIZED PERSON TO SIGN CONTRACT (Type or Print) Heather Dailey	
9. CONTRACTOR TELEPHONE NUMBER (415-505-8429)		10. CONTRACTOR EMAIL HEATHER.DAILEY@THESERVICECOMPANIES.COM	
11. SIGNATURE OF CONTRACTOR 		12. SIGNATURE DATE 4/19/2021	
CONTRACTING OFFICE			
13. ACCEPTED AS TO ITEMS NUMBERED	14. NOT TO EXCEED AMOUNT \$9,900.00	15. ACCOUNTING DATA _____	
16. TYPE OF SERVICE/SUPPLY TEMPORARY STAFFING		17. SUBMIT INVOICES TO AND PAYMENT SHALL BE MADE BY SDM10 - MARINE CORPS COMMUNITY SERVICES, MARINE CORPS RECRUIT DEPOT, 3800 CHOSIN AVENUE - BUILDING 5 WEST, ATTN: ACCOUNTS PAYABLE, SAN DIEGO, CA 92140-5196	
18. NAME OF CONTRACTING OFFICER R. A. SCOTT			
19. SIGNATURE OF CONTRACTING OFFICER _____		20. AWARD DATE _____	

FUNDED CLIN TABLE

Line	Item ID	Item Descr 2	Quantity	Unit of Measure	Unit Price	Total Net Price	Line of Accounting	PoP Start	PoP End
1	80111603	TEMPORARY LABOR FOR BAYVIEW, COOKS, DISHWASHERS, COOKS, SERVERS, AND BARTENDERS	1	EACH	\$9,900.00	\$9,900.00	SDM-2602-01-6266-000- 000		

1. SCOPE OF BLANKET PURCHASE AGREEMENT (BPA) (ACNC 0100 OCT 2014)

This is a Blanket Purchase Agreement (BPA) between Marine Corps Community Services (MCCS) and Contractor (also referred to as Vendor throughout this agreement) as identified on Page 1 of this agreement for various items as identified herein.

2. TERMS OF THE BPA (ACNC 0101 OCT 2014)

This BPA shall be in effect on the award date as stated in Block 20, Page 1, of this agreement for a period of five (5) years, unless terminated in accordance with the agreement clauses. In no event will the contract term exceed a total of 5 (five) years.

3. DEFINITIONS FOR BPA (ACNC 0102 OCT 2014)

As used throughout this BPA, the following terms will have the meanings set forth below:

a. "MR" identifies the NAF Business and Support Services Division, Headquarters, United States Marine Corps. "MCCS" identifies United States Marine Corps Community Services activities. MCCS is the organizational component of the United States Marine Corps (USMC) installation responsible for providing and administering MCCS programs for Marine Corps personnel, their families, and other authorized patrons. MCCS activities are non-appropriated fund instrumentalities of the Federal government, and are therefore subject to directives issued by the Department of Defense, the Secretary of Navy, and the Commandant of the Marine Corps. MCCS contracts are United States contracts; however, they do not obligate appropriated funds of the United States. Unless specified otherwise, the term "MCCS" or "NAFI" as used throughout the contract shall refer to both MR and MCCS.

b. Installation Commander. The military officer who is responsible for the conduct, operation, and obligations of the Marine Corps installation.

c. Contracting Officer. MCCS employee authorized to execute contracts and other agreements on behalf of the MCCS.

d. Ordering Agent. MCCS employee, appointed in writing by the Contracting Officer, who is authorized to place orders against this BPA on behalf of a designated activity(ies).

e. Vendor. The person or firm offering to provide supplies required by this BPA. The Vendor will not be deemed to be an employee of the MCCS or USMC.

f. Accounting Period. Is synonymous with a calendar month for the purpose of this BPA (unless designated otherwise). Note that the MCCS operates on a 4/5/4 calendar; therefore, monthly periods will be adjusted accordingly to match the calendar.

4. PRICING (ACNB 0019 OCT 2014)

A description of the services to be furnished, the specifications, the time and place of delivery, and any other terms and conditions applicable to the contract, are set forth below, or attached hereto.

5. NOTICE OF INDIVIDUALS AUTHORIZED TO PLACE AND RECEIVE ORDERS (ACNC 0103 OCT 2014)

Ordering Agents and the MCCS activity(ies) they support are identified in Appointment Letters. The Contracting Officer will furnish the Vendor with copies of Ordering Agent Appointment Letters as they are issued. The Contracting Officer will provide Contractor with written notice if an appointment is terminated.

6. OBLIGATION OF THE MARINE CORPS COMMUNITY SERVICES (ACNC 0104 OCT 2014)

The MCCS is obligated only to the extent of BPA orders made by an authorized Ordering Agent. No individual order against this BPA shall exceed the dollar limitation set forth in the Ordering Agent's Appointment Letter.

7. ACCEPTANCE/REFUSAL OF BPA ORDER (ACNC 0105 OCT 2014)

The Vendor has the right to accept or refuse any order placed against this BPA. In the event that the Vendor refuses to accept an order made against this BPA, the Vendor shall notify the MCCS Ordering Agent within 24 hours. No penalties will be assessed against the Vendor for refusing an order.

8. METHOD OF ORDERING AND DELIVERY (ACNC 0106 OCT 2014)

a. Ordering Agents may place orders by telephone, email, facsimile, other telecommunication methods, or by U. S. Mail for goods listed in Paragraph 1.

b. Upon receipt of an authorized order the Vendor shall procure the goods and deliver them to the specified location. The Vendor shall provide goods within the normal working hours of its firm.

(1) Deliveries shall be made only to places of business identified in the Ordering Agent's Appointment Letter and not to any other location.

(2) Orders shall be executed by the Vendor with due haste. When deliveries cannot be performed in the time specified by the Ordering Agent, the Vendor shall immediately notify the Ordering Agent of the problem.

(3) MCCA reserves the right to accept or reject deliveries of any part of orders placed against this BPA that are not received on or before the required date.

c. Upon delivery, the Vendor shall obtain the signature of an MCCA employee authorized to acknowledge receipt of the goods upon the delivery ticket/invoice, as described below.

d. Pursuant to each order, the Vendor shall prepare a delivery ticket/invoice, as is the normal practice within its firm, and provide the original and two (2) copies to the Ordering Agent. Delivery tickets/invoices shall contain the following information, as a minimum:

- (1) Name of Vendor,
- (2) BPA contract number
- (3) Date of order, order number, and the Ordering Agent's name
- (4) Itemized list of supplies delivered, including the line item quantities, unit of measure, unit price, extended price, applicable discounts, and the total price of the delivery ticket
- (5) Name, date, signature of the MCCA employee who accepted delivery and delivery address.
- (6) Date of delivery or pick up

e. If the Vendor wants a signed copy of the delivery ticket/invoice, a fourth copy is required.

9. INSPECTION OF PRODUCTS AND SERVICES - FIXED PRICE (ACNE 0003)

a. Definitions. "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized during performance of contract services.

b. The Contractor shall provide and maintain an inspection system, acceptable to MCCA, covering the products and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to MCCA during contract performance and for not less than three (3) years after completion of contract performance.

c. MCCA has the right to inspect and test all products and services called for by the contract, to the extent practicable at all times and places during the term of the contract. MCCA will perform inspections and tests in a manner that will not unduly delay the work.

d. If MCCA performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe convenient performance of these duties.

e. If any of the services do not conform to contract requirements, MCCS may require the Contractor to perform the services again in conformity with contract requirements at the Contractor's expense. When the defects in the services cannot be corrected by reperformance, MCCS may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced values of the services performed.

f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, MCCS may: (1) by the contract or otherwise, perform the services and charge to the Contractor any cost incurred by MCCS that is directly related to the performance of such service, or (2) terminate the contract for default.

g. MCCS has the right either to reject or to require correction of nonconforming products or services. Products or services are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. MCCS may reject nonconforming products or services with or without disposition instructions.

h. The Contractor shall remove products or services rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected products or services without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

i. If the Contractor fails to promptly remove, replace, or correct rejected products or services that are required to be removed or to be replaced or corrected, MCCS may either (1) by contract or otherwise, remove, replace, or correct the products or services and charge the cost to the Contractor or (2) terminate the contract for default.

10. ACCEPTANCE PERIOD (ACNE 0010 OCT 2014)

The MCCS will accept or reject supplies as promptly as practical after delivery, unless otherwise provided in the BPA. The MCCS's failure to promptly inspect and accept or reject the supplies will not relieve the Contractor from responsibility, nor impose liability on the MCCS for nonconforming supplies.

11. REJECTION PROCEDURES (ACNE 0009 OCT 2014)

a. In the event that an item is rejected, delivery tickets shall be annotated as to the item(s) rejected, and the rejected item shall be replaced with the same item in suitable condition on the next shipment, if requested.

b. Short Shipments: Short shipments will be noted on delivery tickets accompanying the shipment by the receiving individuals and delivery will be considered final. A deduction will then be made from the invoice total.

c. The Contractor shall contact the Contracting Officer immediately upon notification of noncompliance and/or other complaints whether written or verbal.

12. WARRANTIES (ACNE 0012 OCT 2014)

The Vendor warrants that the items delivered under this BPA are merchantable and fit for use for the particular purpose described in this BPA. Additionally, the goods furnished under this BPA are covered by the most favorable warranties the Vendor gives to any customer for such goods.

13. BILLING FOR BPAs (ACNG 0017 OCT 2014)

The Vendor shall submit, for billing purposes, a summary statement/invoice for the BPA not later than the 10th of each month for all deliveries made during the previous month, and a final invoice upon BPA termination. The summary statements/invoices for the BPA shall identify the BPA number and contain an itemized list of order numbers with corresponding dollar amounts that were delivered against the BPA during the billing period. The total amount for the billing period shall be entered at the end of each summary statement/invoice. A copy of delivery tickets/invoices issued for orders made during the billing period shall be attached to the summary statement/invoice. The Vendor shall submit the summary billing to the MCCS Accounting office at the address listed in Block 17, Page 1, of this agreement. The summary statement/invoice shall contain the Vendor's company name, address, telephone and facsimile numbers, and e-mail address.

14. SERVICE CONTRACT LABOR STANDARDS (PREVIOUSLY KNOWN AS SERVICE CONTRACT ACT) (ACNH 0002 NOV 2019)

a. The Contractor is advised that this procurement is subject to the requirements of:

(1) The Service Contract Labor Standards (SCLS) (41 U.S.C. Chapter 67) (formerly the Service Contract Act of 1965). Attention is directed to the obligation of the Contractor under 41 U.S.C. §6707 (c). Any questions regarding these obligations should be directed to the Department of Labor (DoL).

(2) Executive Order (EO) 13658, as implemented by 29 CFR Part 10. The EO specifies the minimum wage rate to be paid to workers in performance of the Contract. Accordingly, the wage rates in each DoL Wage Determination (WD) listed below apply only if higher than the minimum wage rate required by the EO. Also, the fringe benefits set forth in the listed WD(s) remain applicable to this Contract regardless which wage rate is utilized.

b. After award of the Contract, the Contractor agrees to provide to the Contracting Officer, upon request, a copy of any collective bargaining agreement applicable to employees performing under this Contract.

c. Each contract (and solicitation specification therefor) subject to the SCLS Act is required by 41 U.S.C. §6703(5) to contain a statement of the rates that would be paid by the Federal entity to the various classes of service employees if 5 U.S.C. §5341 or 5 U.S.C. §5332 were applicable.

d. The following required statement is attached for information only and provides the MCCS statement of rates that would be paid:

(1) Statement of wage and fringe benefit rates applicable to Federal Employees pursuant to 5 U.S.C. §5341 or 5 U.S.C. §5332;

(2) Contribution of five point one (5.1) percent of basic hourly rate for health and insurance programs;

(3) Contribution of seven (7) percent of basic hourly rate for retirement;

(4) Ten (10) paid holidays as follows: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day;

(5) Paid annual leave (vacation) is as follows:

Years of Service
Less than three

Hours of Annual Leave Per Wk
Two

Three but less than fifteen	Three
Fifteen or more	four

(6) Basic hourly rates by classification are as follows:

Employee Class	Basic Hourly Rate
07070	\$13.00

e. No services under this Contract covered by the SCLS Act may be performed in buildings or surroundings or under working conditions, provided by or under the control or supervision of the Contractor or any subcontractor, which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to provide the services.

f. The Contractor and subcontractors shall, on the date a service employee begins work on this Contract, deliver to the employee a copy of this clause as provided in this Contract OR; post a notice of the required compensation in a prominent place at the worksite.

g. Each WD listed below establishes the applicable minimum monetary wages and fringe benefits to be provided to Contractor employees performing services under this Contract, unless the minimum wage rate specified by EO 13658 applies.

Location	WD#	Revision#	WD Date	State/County
Marine Corps Recruit Depot	2015-5635	14	12/20/2021	San Diego/California

(1) Each WD will only be changed, as required, via execution of a contract modification by the Contracting Officer.

(2) Each DoL WD is available electronically and may be found at www.wdol.gov.

(3) If the Contractor is unable to obtain any WD incorporated by reference from the DoL site, the Contractor should request a copy from the Contracting Officer as identified elsewhere in this solicitation or Contract.

(4) Note: To accurately retrieve the referenced WD from the DoL site, it is necessary to retrieve the correct revision as identified in the Contract.

15. TAXES (ACNI 0013 MAR 2009)

a. Contractor assumes complete and sole liability for all federal, state, and local taxes applicable to the property, income, and transactions of the Contractor. The prices charged MR and MCCA under this contract will be deemed to include all applicable taxes. The prices charged will not include any amount for taxes which are not applicable:

(1) by reason of MCCA legal status as an instrumentality of the United States government; or

(2) by reason of MR and MCCA immunity from direct state or local taxation; or

(3) by reason of federal, state, or local tax exemptions for sales to the Federal Government; or

(4) otherwise, such as items purchased for export.

b. It will be the sole responsibility of Contractor to demonstrate, to the reasonable satisfaction of the Contracting Officer, the applicability and amount of any taxes which are included in the prices charged MR and MCCA. The Contracting Officer, upon request, will furnish additional documentation to support tax exemptions if required by an appropriate tax authority.

16. SUBCONTRACTING (ACNI 0010 MAR 2009)

Contractor shall not subcontract any part of the work to be performed without the prior written consent of the Contracting Officer. Any subcontractor used in connection with this contract is the agent of the Contractor and not the agent of MR and MCCA.

17. ADVERTISEMENTS (ACNI 0009 MAR 2009)

The Contractor shall not represent in any manner, expressly or by implication, that items or services purchased or sold under this contract are approved or endorsed by any element of the U.S. Government. Any advertisement by the Contractor which refers to a military resale or MCCA activity will contain a statement that the advertisement was neither paid for nor sponsored, in whole or in part, by the particular activity.

18. INSURANCE REQUIREMENTS (ACNG 0012-A MAY 2016)

a. The Vendor shall procure and maintain, during the performance of this contract, insurance coverage listed below, with insurance companies acceptable to Marine Corps Community Services (MCCA) and Headquarters Marine Corps, Business and Support Services Division (MR). Acceptable is defined as a carrier that is A rated by A.M. Best, Inc., or equivalent.

All insurance coverage shall name MR, MCCS, and installation(s) as additional insureds and will carry an endorsement waiving the Vendor's right to subrogation against MR, MCCS, and the installation(s).

b. The Vendor shall provide a Certificate of Insurance to the Contracting Officer. The Certificate of Insurance must show HQMC, MR, and MCCS as an additional insured for all coverages, and will carry an endorsement waiving the Vendor's right to subrogation against HQMC, MR, and MCCS. The "INSURED" block of the Certificate of Insurance must list both the Vendor's name and the MCCS contract number. Such Certificates of Insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days prior written notice shall be provided to the Contracting Officer in the event of modification, cancellation or non-renewal of any such insurance coverage.

(1) Comprehensive General Liability Insurance. Vendor shall maintain the following types and minimum amounts of insurance:

\$1,000,000 Per Occurrence / \$2,000,000 Total Policy Aggregate
\$1,000,000 Personal Injury/Advertising Injury
\$2,000,000 Products and Completed Operations Aggregate

(2) Workers' Compensation and Employer's Liability Insurance. The Vendor shall carry a workers' compensation and employer's liability policy which provides statutory benefits covering all their employees in those states where they are located and working at MCCS facilities, or in support of MCCS. Vendor shall maintain the following types and minimum amounts of insurance:

\$1,000,000 per employee / per claim / per occurrence
\$1,000,000 per claim / per occurrence for occupational illness or disease

(3) Automobile Bodily Injury and Property Damage Liability Insurance. The Vendor shall maintain business auto insurance covering all owned, non-owned, and leased vehicles with a combined single limit of \$1,000,000.

19. PERSONAL IDENTIFICATION OF CONTRACTOR PERSONNEL (ACNI 0036 MAR 2009)

Contractor and any subcontractors shall be required to comply with applicable MR or MCCS identity verification procedures, installation access requirements, and security clearance policies.

20. CHANGES FOR BPAs (ACNI 0007-a OCT 2014)

The Contracting Officer may make administrative changes to this agreement unilaterally. All other changes shall be bilateral and require the signatures of both the Vendor and the Contracting Officer.

21. TERMINATION (ACNI 0026 MAR 2009)

The rights and remedies of MR and MCCS provided in this clause are in addition to any other rights and remedies provided by law or under other clauses of this contract.

a. Termination for Default. MR and MCCS by written notice may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess costs of reprocurring similar products and services provided that if (i) the Contractor was not in default; or (ii) the Contractor's failure to perform is without his/her or his/her subcontractor's control or negligence, the termination shall be deemed a "Termination for Convenience."

b. Termination for Convenience. MR and MCCS by written notice may terminate this contract in whole or in part when it is in the best interest of MR or MCCS. If this contract is for products and services and is so terminated, the Contractor shall be compensated in accordance with Federal Acquisition Regulation in effect on this contract's date. To the extent that this contract is for services and is so terminated, MR or MCCS shall be liable for payment as set forth in the payment provisions of this contract for services rendered prior to the effective date of termination.

c. Mutual Termination. This contract may be terminated by mutual agreement of both MR or MCCS and the Contractor at any time by contract modification.

22. DISPUTES (MCCS) (ACNI 0024 FEB 2019)

a. This contract is not subject to the Contract Disputes Act of 1978 (41 U.S. Code Chapter 71). All disputes arising under or relating to this contract will be resolved under this clause.

b. "Claim" as used in this clause means a written demand or written assertion by one of the contracting parties seeking the payment of money in a sum certain or other relief arising under or relating to this contract. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under this clause.

c. Contractor must submit any request for monetary or other relief relating to this contract in writing to the Contracting Officer. The request must specify the amount of money or the other relief requested and include all supporting data. In addition, with the request or any amendment thereto, Contractor must submit a signed certificate reading as follows:

"I certify that this request and any ensuing claim are made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, and that any amount requested accurately reflects the amount for which Contractor believes MR or MCCS is liable.

(Signature of Individual Authorized to Bind Contractor)"

(NOTE: SUBMISSION OF FALSE CLAIMS IS A VIOLATION OF FEDERAL LAW AND MAY RESULT IN CIVIL AND OR CRIMINAL PENALTIES.)

d. Contractor's request for payment of money or other relief is not a "claim" until:

(1) A written request has been received by the Contracting Officer complying fully with subparagraph "c" above,

(2) A dispute arises between the parties after a reasonable time for review and disposition, and

(3) Contractor requests the Contracting Officer to issue a final decision.

e. Contractor's request for a contract modification or for relief that is discretionary with the Contracting Officer will not be considered a "claim."

f. All disputed claims relating to this contract will be decided by the Contracting Officer, who will issue a written Final Decision and mail or otherwise furnish a copy thereof to Contractor.

g. The Contractor may appeal the Contracting Officer's dispute decision by mailing or otherwise furnishing the written appeal (two copies) addressed to the Director, MR or, if applicable, Installation Commander, and furnishing a copy of the appeal to the Contracting Officer within 90 days of receipt of the Contracting Officer's decision. The decision of the Director, MR, or Installation Commander is final and conclusive and not subject to further appeal.

h. Pending final resolution on any request for relief, disputed claim, appeal, or action, related to this contract, Contractor will proceed diligently with the performance of this contract and will comply with the Contracting Officer's decisions.

i. If Contractor cannot support any part of its claim as a result of fraud or misrepresentation of fact, then, in addition to other remedies or penalties provided for by law, Contractor will pay MR or MCCS an amount equal to the unsupported part of the claim plus all MR or MCCS costs attributable to reviewing that part of the claim.

23. EXAMINATION OF RECORDS (ACNI 0003 MAR 2009)

a. This clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Contractor agrees that the Contracting Officer or his duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and until the expiration of three (3) years after final payment under the contract.

b. The Contractor agrees to include clause "a" in all subcontracts hereunder which exceed \$10,000.

24. INCONSISTENCIES (ACNG 0019 OCT 2014)

The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Vendor's invoice, the provisions of this BPA will take precedence.

25. LEGAL STATUS (ACNI 0002 JUL 2020)

Marine Corps Community Services (MCCS) activities are an integral part of the Department of Defense, and are a Non-Appropriated Fund Instrumentality (NAFI) of the United States Government. MCCS contracts are United States contracts; however, they do not obligate appropriated funds of the United States except for a judgment or compromise settlement in suits brought under provisions of the Contract Disputes Act (41 USC Chapter 71), in which event MCCS will reimburse the United States Government (31 USC §1304 [c]). MCCS procurement is governed by Department of Defense Instruction (DODI) 4105.67 available at <http://www.dtic.mil/whs/directives/> and Marine Corps Order 7010.20 available at <http://www.marines.mil/news/publications.aspx>. In accordance with DoDI 4105.67, no appropriated funds of the United States will be obligated, due, or payable to a contractor under this contract. (NOTE: The Federal Acquisition Regulation [FAR] published pursuant to the Office of Federal Procurement Policy Act of 1974, as amended, applies to procurements with appropriated funds. It does not apply to MCCS procurement except for those provisions of the FAR that have been administratively adopted by MCCS.)

26. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES BASIC (ACNI 0106 APRIL 2020)

a. Equal opportunity clause. The Contractor shall abide by requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against individuals with disabilities and requires government contractors and subcontractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

27. EQUAL OPPORTUNITY FOR VETERANS BASIC (ACNI 0108 APR 2020)

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and are incorporated herein by reference.

b. Equal opportunity for veterans. The Contractor and subcontractor shall abide by the requirements of the Equal Opportunity clause at 41 CFR 60-300.5(a)-(e). This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor and subcontractors to employ and advance in employment qualified protected veterans.

c. Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

Golz CIV Christina S

prciner

From: Heather Dailey <heather.dailey@theservicecompanies.com>
Sent: Wednesday, April 14, 2021 1:49 PM
To: Golz CIV Christina S
Subject: Re: Contract award to be Reviewed and Signed

Hi Christina,

It was a pleasure speaking with you today. Below are our hourly bill rates. Let me know if you have any questions, or if there are any other positions you would like rates on.

Dish: \$26.95

Prep Cook: \$27.95

Grill/Line Cook: \$28.95

Server: \$28.95

Bartender: \$28.95

Houseman: \$27.95

Thank you,

Heather Dailey

Director of Sales, Staffing Services

The Service Companies

2900 Monarch Lakes Boulevard - Suite 202 | Miramar, FL 33027

O: 415.505.8429

E: heather.dailey@theservicecompanies.com

theservicecompanies.com

From: Golz CIV Christina S <Christina.Golz@usmc-mccs.org>
Sent: Wednesday, April 14, 2021 10:12 AM
To: Heather Dailey <heather.dailey@theservicecompanies.com>
Subject: RE: Contract award to be Reviewed and Signed

VALIDATE: sanity check; 1) sender email suffix logical?; 2) language spelling/context appropriate? consider clicking/opening if; immediately following a meeting/discussion. Research further if; 1) sent out of the blue even from a trusted person; 2) suspicious link content. **SUSPICIOUS:** create new message to sender, do not reply, and seek validation if suspicious. Trusted sender? add them to our trusted list, <https://tsc.fyi/TrustedSender>

Hello Heather,

I hope you're doing well too.

As per section 8 d (5), The Service Company will still have timesheets electronically (emailed) for approval of time, just as done in the past.

The Service Company when billing rather it's weekly, bi-weekly, or monthly, this is where the section 8 d applies and the time sheets have already been signed by MCCS for verification and approval. This is all we need for the (5). For the most