

**BY ORDER OF THE  
SECRETARY OF THE AIR FORCE**

**AIR FORCE INSTRUCTION 52-105**

**23 JUNE 2015**

**Chaplain**

**CHAPLAIN CORPS RESOURCING**



**COMPLIANCE WITH THIS PUBLICATION IS MANDATORY**

---

**ACCESSIBILITY:** Publications and forms are available on the e-Publishing website at [www.e-publishing.af.mil](http://www.e-publishing.af.mil) for downloading or ordering.

**RELEASABILITY:** This publication has no releasability restrictions.

---

OPR: HQ USAF/HCP

Certified by: HQ USAF/HC  
(Ch, Maj Gen Howard D. Stendahl)

Supersedes: AFI 52-105V1, 22 Mar 2004  
AFI 52-105V2, 10 Sep 2007  
AFI 52-105V3, 28 Apr 2008  
AFI 52-105V4, 10 Apr 2008

Pages: 115

---

This publication implements AFPD 52-1, *Chaplain Corps*. It provides detailed guidance to assist Chaplain Corps personnel in effectively resourcing and securing materials and services needed to meet Chaplain Corps direct and indirect mission program requirements. This instruction applies to active duty, Air Reserve Component (ARC), and civilian personnel. Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with Air Force Manual (AFMAN) 33-363, *Management of Records*, and disposed of in accordance with the Air Force Records Disposition Schedule (RDS) located in the Air Force Records Information Management System (AFRIMS). Refer recommended changes and conflicts between this and other publications to AF/HCP, 1380 Air Force Pentagon, Room 4D286, Washington, DC 20330-1380, on Air Force (AF) Form 847, *Recommendation for Change of Publication*; route AF Form 847s from the field through the appropriate functional chain of command. Any organization may supplement this volume. Major commands (MAJCOM), Field Operating Agencies (FOA), and direct reporting units (DRU) send one copy of their printed supplement to AF/HCP and an electronic copy to [usaf.pentagon.af-hc.mbx.af-hcp-budget@mail.mil](mailto:usaf.pentagon.af-hc.mbx.af-hcp-budget@mail.mil); other organizations send one copy to the next higher headquarters. The authorities to waive wing/unit level requirements in this publication are identified with Tier ("T-0, T-1, T-2, T-3") numbers following the compliance statement. See AFI 33-360, *Publications and Forms Management*, Table 1.1 for a description of the authorities associated with the Tier numbers. Submit waivers through the chain of command to the appropriate Tier waiver approval authority, or alternately, to the Publication OPR for non-tiered compliance items. The use of the

name or mark of any specific manufacturer, commercial product, commodity, or service in this publication does not imply endorsement by the Air Force.

### ***SUMMARY OF CHANGES***

This publication has been substantially revised and must be completely reviewed. Major changes include combining AFI 52-105V1, *Chaplain Corps Resourcing*, AFI 52-105V2, *Chapel Tithes and Offerings Fund (CTOF)*, AFI 52-105V3, *Chaplain Service Resourcing: Chapel Tithes and Offerings Fund Purchase Card*, and AFI 52-105V4, *Chaplain Service Contracts*. Multiple processes were updated to comply with the General Accounting Office (GAO) requirements for separation of duties. The Global Ministry Planning Process was replaced with the Ministry Planning Process, establishing requirements for the delivery of the Annual Ministry Plan (AMP). The CTOF check printing process was centralized at the Chaplain Corps Account Center (CCAC). Additionally, the term Chapel Financial Working Group (CFWG) was updated to Chaplain Corps Financial Working Group (CCFWG), and Program Leaders were moved from voting members to advisors. The CTOF contracting process was clarified establishing the requirement for all CTOF contracts to be awarded by a Chaplain Corps member serving as a CTOF Contracting Officer for each contract, and training requirements were established that are required prior to the appointment as a CTOF Contracting Officer. Additional clarification was also added to assist ensuring all contracts are non-personal service contracts, and the maximum length of CTOF contracts was limited to three years. Also, requirements for APF and CTOF contract exemptions from Executive Order 11246, *Equal Employment Opportunity* were added. Finally, the direct and indirect mission requirements tables were combined and updated to clarify the appropriate funding sources for Chaplain Corps requirements.

<b>Chapter 1—PLANNING AND PROGRAMMING</b>	<b>6</b>
1.1. Overview. ....	6
1.2. Chaplain Corps Strategic Priorities. ....	6
1.3. Ministry Planning Process. ....	7
<b>Chapter 2—ROLES AND RESPONSIBILITIES</b>	<b>11</b>
2.1. Air Force Chief of Chaplains. ....	11
2.2. MAJCOM-FOA-DRU/HC. ....	11
2.3. HQ AETC/HC. ....	11
2.4. Chaplain Corps Accounting Center (CCAC). ....	12
2.5. Installation Commander. ....	12
2.6. Installation Senior RST. ....	13
2.7. Senior Installation Chaplain. ....	13
2.8. Superintendent/Noncommissioned Officer in Charge (NCOIC), Chapel Operations. ....	15
2.9. Lead Faith Group Chaplains/Denominational Leaders. ....	16

2.10.	Chaplain Corps Cost Center Manager. ....	16
2.11.	Account Manager. ....	16
2.12.	Program Leader. ....	17
2.13.	CTOF GPC Approving Official. ....	17
2.14.	CTOF GPC Cardholder. ....	18
2.15.	Project Officer. ....	18
2.16.	CTOF Contracting Officer. ....	19
2.17.	Chaplain Corps Financial Working Group (CCFWG). ....	19
2.18.	Staff Judge Advocate (SJA). ....	20
<b>Chapter 3—APPROPRIATED FUNDS, DIRECT MISSION REQUIREMENTS</b>		<b>21</b>
3.1.	General Information. ....	21
3.2.	Manpower. ....	21
3.3.	Facilities. ....	21
3.4.	Budgeting and Execution. ....	22
<b>Chapter 4—CHAPEL TITHES AND OFFERINGS FUND, INDIRECT MISSION REQUIREMENTS</b>		<b>24</b>
4.1.	General Information. ....	24
4.2.	CTOF Policy. ....	24
4.3.	Organizations Authorized To Use CTOF. ....	24
4.4.	Authorized Use of CTOF for Chaplain Corps Programs. ....	25
4.5.	Unauthorized Use of CTOF. ....	27
4.6.	Budget Development. ....	28
4.7.	Disbursement Methods. ....	28
4.8.	Purchase Approval. ....	29
4.9.	Payment Types and Procedures. ....	29
4.10.	Income ....	32
4.11.	CTOF Documentation and Disposition Instructions. ....	33
4.12.	Internal Controls. ....	35
<b>Chapter 5—CTOF GPC PROGRAM</b>		<b>37</b>
5.1.	General Information. ....	37
5.2.	General Policies and Procedures. ....	37
5.3.	GPC Purchases. ....	37
5.4.	Setting Up CTOF GPC Program Accounts. ....	39

5.5.	Billing Cycle. ....	40
5.6.	Budget Considerations. ....	40
5.7.	Lost or Stolen CTOF GPCs. ....	40
5.8.	CTOF GPC Purchases. ....	40
5.9.	CTOF GPC Reconciliation Process, Individual Cardholder Statement. ....	40
5.10.	CTOF Credit Card Reconciliation Process, Master Account Statement. ....	41
5.11.	CTOF GPC Documentation and Disposition Instructions. ....	41
5.12.	Terminating Accounts. ....	42
5.13.	CTOF GPC Disputes/Point of Contact. ....	42
5.14.	CTOF GTC Violations. ....	42
<b>Chapter 6—CTOF CONTRACTS</b>		<b>43</b>
6.1.	General Information. ....	43
6.2.	Funding Guidance. ....	43
6.3.	Contract Types. ....	43
6.4.	Contractor and Contracting Officer Relationships. ....	43
6.5.	Preliminary CTOF Contract Procedures. ....	43
6.6.	CTOF Contract Position Advertisement. ....	46
6.7.	Interview Procedures for CTOF Contracts. ....	47
6.8.	Bid Opening. ....	47
6.9.	Conflict of Interest. ....	49
6.10.	CTOF Contract File. ....	49
6.11.	CTOF Contract Administration. ....	49
<b>Attachment 1—GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION</b>		<b>51</b>
<b>Attachment 2—DIRECT AND INDIRECT MISSION REQUIREMENTS</b>		<b>57</b>
<b>Attachment 3—SAMPLE ACCOUNT MANAGER AND CREDIT CARD HOLDERS APPOINTMENT LETTER</b>		<b>64</b>
<b>Attachment 4—SAMPLE PROJECT OFFICER APPOINTMENT LETTER</b>		<b>66</b>
<b>Attachment 5—SAMPLE DESIGNATED OFFERINGS SCHEDULE</b>		<b>68</b>
<b>Attachment 6—SAMPLE CTOF FIXED ASSET CHANGE MEMORANDUM</b>		<b>69</b>
<b>Attachment 7—SAMPLE CTOF GPC USER STATEMENT</b>		<b>70</b>
<b>Attachment 8—SAMPLE STATEMENT OF WORK</b>		<b>73</b>
<b>Attachment 9—SAMPLE CONTRACT</b>		<b>78</b>

<b>Attachment 10—SAMPLE REQUEST FOR PROPOSAL</b>	<b>81</b>
<b>Attachment 11—EXAMPLE PRICE SHEET</b>	<b>83</b>
<b>Attachment 12—BASIS FOR AWARD (LOWEST BID)</b>	<b>84</b>
<b>Attachment 13—BASIS FOR AWARD (BEST VALUE)</b>	<b>86</b>
<b>Attachment 14—TWENTY COMMON LAW FACTORS IN INDIVIDUAL SERVICE CONTRACTS</b>	<b>88</b>
<b>Attachment 15—CTOF GENERAL PROVISIONS MEMORANDUM</b>	<b>91</b>

## Chapter 1

### PLANNING AND PROGRAMMING

**1.1. Overview.** The Air Force Chaplain Corps provides spiritual care, advises leadership, and ensures all Airmen and their dependents have opportunities to exercise their constitutional right to the free exercise of religion.

1.1.1. Chaplain Corps personnel coordinate comprehensive, detailed, and objective Annual Ministry Plans (AMPs), an Appropriated Fund (APF) budget, and a Chapel Tithes and Offerings Fund (CTOF) budgets, and financial plans based on validated needs in support of the Chaplain Corps Strategic Plan and the commander's intent.

1.1.2. **Strategic Chaplain Corps Program Planning.** The AF/HC establishes strategic funding requirements based on the Chaplain Corps Strategic Plan. Programming requirements are based upon operational (MAJCOM-FOA-DRU/HC) inputs, and are designed to meet the commanders' operational requirements and Chaplain Corps strategic functional capability requirements for organizing, training, and equipping personnel for steady state operations and the full range of military operations.

1.1.3. **Operational Chaplain Corps Program Planning.** Provides operational guidance and support for tactical resourcing of the Chaplain Corps Strategic Plan, emphasizing the distinctive mission requirements for installations within its specific MAJCOM, FOA, or DRU.

1.1.4. **Tactical Chaplain Corps Program Planning.** The tactical-level Senior Religious Support Team (RST) develops an AMP that establishes readiness capability and program objective requirements based on the ministry planning process.

**1.2. Chaplain Corps Strategic Priorities.** The strategic priorities focus efforts in order to accomplish the Chaplain Corps mission. The five priorities are: Sharpen our focus on Warrior Care, strengthen our advisement to leadership, resource the Chaplain Corps with requirements-based advocacy, maximize our strategic communication, and enhance our care for Chaplain Corps caregivers.

1.2.1. **Sharpen our Focus on Warrior Care.** RSTs provide Airmen and their dependents with the necessary skills to ensure spiritual fitness and resiliency. The key elements are: unit engagement, counseling, community care, and religious rites and practices.

1.2.2. **Strengthen our Advisement to Leadership.** Chaplain Corps members serve as the principle advisors to Air Force leaders at all levels regarding the free exercise of religion, the welfare of Airmen and their dependents, and the impact of religion on military operations.

1.2.2.1. Advise leaders at the tactical, operational, and strategic levels in managing religious affairs within the leaders' scope of responsibility.

1.2.2.2. Advise leaders on the morale and spiritual welfare of Airmen and their dependents within the leaders' scope of responsibility.

1.2.2.3. Advise commanders on resource requirements to provide Warrior Care and care for Chaplains Corps caregivers.

**1.2.3. Resource the Chaplain Corps with Requirements-Based Advocacy.** Identifying requirements to execute mission essential tasks and successfully advocating those requirements through the corporate process are two keys to resourcing the Chaplain Corps. The key elements include manpower, funds, facilities, materials, education, and training.

**1.2.4. Maximize our Strategic Communication.** The employment of strategic communications models are intentionally targeting echelons with information to and from tactical, operational, and strategic partners. The goal of the Chaplain Corps is to leverage technology to improve strategic communication at all levels.

**1.2.5. Enhance our Care for Chaplain Corps Caregivers.** Chaplains and Chaplain Assistants caring for one another to promote a healthy and resilient Air Force Chaplain Corps. Providing opportunities for post-traumatic growth and renewal can help maintain a healthy Corps of Caregivers ready to do the mission at home station or deployed. The key elements include reintegration, retreats, self-care, team-care and family events.

**1.3. Ministry Planning Process.** The ministry planning process is fundamental to successful Chaplain Corps resource management and mission accomplishment. It identifies, itemizes, contextualizes, and prioritizes the tactical-level deliverables and ministry requirements necessary to provide the best possible warrior care to all Airmen and their dependents. The ministry planning process culminates in the AMP.

**1.3.1. The Annual Ministry Plan.** The AMP is a product of the ministry planning process. The AMP is a published document which identifies, validates, and prioritizes the upcoming fiscal year (FY) ministry deliverables and resource requirements at the tactical-level. The Senior RST develops the AMP in partnership with the assigned Chaplain Corps team members, and in concert with the Chaplain Corps Strategic Priorities, AF Common Output Levels of Standards (COLS) sub-functions, the supported Commander's intent, and other relative requirements. The AMP must be realistic and measurable. MAJCOM-DRU-FOA/HC Senior RSTs validate the AMP and the supported Commander (typically the Installation Commander) approves it prior to implementation.

**1.3.2. The Six Steps of the Ministry Planning Process.**

**1.3.2.1. Step 1 – Identify Ministry Context.** The Senior RST will identify and understand all policies and guidance that inform the context of the AMP. These include, as a minimum, the requirements found in or derived from:

1.3.2.1.1. U. S. Constitution and public law.

1.3.2.1.2. Department of Defense publications.

1.3.2.1.3. U. S. Air Force publications.

1.3.2.1.4. MAJCOM/DRU/FOA publications.

1.3.2.1.5. AF COLS.

1.3.2.1.6. Air Force Chaplain Corps Strategic Plan.

1.3.2.1.7. Tactical-level policies and guidance that inform the installation's ministry context.

1.3.2.1.7.1. Mission, vision, and goals.

1.3.2.1.7.2. Supported Commander's intent.

1.3.2.1.7.3. Memorandums of Agreement/Memorandums of Understanding (as applicable) and Status of Forces Agreement(s).

1.3.2.1.7.4. Supported demographics.

1.3.2.2. **Step 2 – Identify Ministry Capacity.** The Senior RST will identify the variables that affect the Chaplain Corps' capacity and capability to deliver spiritual care to Airmen and their dependents including, as a minimum:

1.3.2.2.1. **Manpower.** Capacity and requirements calculations for steady-state locations are based on a standard 40 hour work week. Projected manpower capacity must account for:

1.3.2.2.1.1. Expected fluctuations in manpower due to illness, leave, TDYs, deployments, and reduced RST availability.

1.3.2.2.1.2. Military and Air Force Auxiliary personnel (Active Duty, Reserve, Air National Guard, and Civil Air Patrol).

1.3.2.2.1.3. Civilians (Government Schedule (GS), Non-Appropriated Funds (NAF), and host nation) and contractors.

1.3.2.2.2. **Community Resources.** Community resources such as volunteers, local civilian clergy, off-installation worshipping communities, religiously oriented private organizations, and other faith-based establishments.

1.3.2.2.3. **Funding.** CTOF, APF, and NAF.

1.3.2.2.4. **Assets.** Available facilities, equipment, government vehicles, specialized places (e.g., annex with kitchen), and supplies. Reliance on, and use of, privately owned conveyances and privately owned vehicles to accomplish official government business is generally prohibited and will be limited to those situations authorized by the Joint Ethics Regulations, the Joint Travel Regulations and other applicable Air Force instructions.

1.3.2.2.5. **Military/Organizational Requirements.** Time and resources required to satisfy inherently military duties and requirements can decrease the Chaplain Corps' capacity to deliver spiritual care. These requirements include, but are not limited to, facility maintenance, office management, additional duty requirements, supervisory responsibilities, general military training (chemical warfare, information assurance, etc.), and physical fitness.

1.3.2.3. **Step 3 – Identify Requirements.** The Senior RST will leverage the data from the following resources to ensure compliance with established requirements:

1.3.2.3.1. AF COLS.

1.3.2.3.2. Supported Commander's intent.

1.3.2.3.3. Needs assessments.

1.3.2.3.4. Prior FY AMP.

1.3.2.3.5. Prior FY Air Force Chaplain Corps Activity Reporting System (AFCCARS) data.

1.3.2.4. **Step 4 – Develop the Annual Ministry Plan.** The AMP includes the following components:

1.3.2.4.1. Introduction: Written with the supported Commander as the primary audience; includes an explanation of the AMP, its purpose, definition of requirements-based activities vs. discretionary activities, and when the AMP should be adjusted.

1.3.2.4.2. Vision, mission, and priorities for the following:

1.3.2.4.2.1. Air Force Chaplain Corps.

1.3.2.4.2.2. Installation.

1.3.2.4.2.3. Local Chaplain Corps.

1.3.2.4.3. Annual and monthly resources, event and activity projections, including manpower and funding and event calendars.

1.3.2.4.4. CTOF projections: Annual and monthly overviews by date and by faith group.

1.3.2.5. **Step 5 – Functional Validation.**

1.3.2.5.1. The tactical-level Senior RST will submit a proposed AMP to MAJCOM-DRU-FOA/HC for functional validation NLT 1 February.

1.3.2.5.2. The MAJCOM-DRU-FOA Senior RST will:

1.3.2.5.2.1. Perform a functional validation on all submitted AMPs, and return the AMPs, with AMP Functional Validation Memorandum (FVM), to the originating Senior RST (for adjustment, resubmission, or presentation to the supported Commander), within 30 days from receipt. The functional validation ensures compatibility with:

1.3.2.5.2.1.1. U. S. Constitution and public law.

1.3.2.5.2.1.2. Department of Defense publications.

1.3.2.5.2.1.3. U. S. Air Force publications.

1.3.2.5.2.1.4. MAJCOM-DRU-FOA publications.

1.3.2.5.2.1.5. AF COLS.

1.3.2.5.2.1.6. Air Force Chaplain Corps Strategic Plan.

1.3.2.5.2.1.7. Development of the AMP ([Paragraph 1.3.2.4](#)).

1.3.2.5.2.2. Provide the originating Senior RST with an FVM. The FVM will:

1.3.2.5.2.2.1. State concurrence for presentation of the AMP to the supported Commander, or if required, itemize recommendations for AMP adjustment and resubmission for functional validation.

1.3.2.5.2.2.2. Be generated on appropriate echelon letterhead and signed by

the MAJCOM-DRU-FOA/HC Senior RST.

**1.3.2.6. Step 6 – Implementation, Monitoring, and Revision.**

1.3.2.6.1. The tactical-level Senior RST must submit a validated AMP to the supported Commander for approval NLT 1 March.

1.3.2.6.2. Upon supported Commander approval of the AMP, the Senior RST will:

1.3.2.6.2.1. Ensure the AMP is available and briefed to all supported senior leaders.

1.3.2.6.2.2. Ensure the AMP is available and briefed to all assigned Chaplain Corps personnel.

1.3.2.6.2.3. Intentionally implement the AMP

1.3.2.6.2.4. Conduct and document quarterly evaluations of the AMP to ensure its effectiveness, adjusting and revalidating the AMP as needed:

1.3.2.6.2.4.1. At the direction of the supported Commander.

1.3.2.6.2.4.2. When mission requirements or resources change by more than 20%, or when adjustment is deemed necessary in order to successfully execute the AMP according to requirements.

**1.3.3. AFCCARS Ministry Planning Tool.** The tactical-level Senior RST is encouraged, but not required, to utilize the AFCCARS Ministry Planning Tool (MPT) to assist in the ministry planning process and the development of the AMP. The MPT is contained within the AFCCARS Base Consolidation Tool and it simplifies, standardizes, and expedites the ministry planning process. When used correctly, the MPT will automatically generate an Annual Ministry Plan IAW the requirements of [Paragraph 1.3.2.4](#)

## Chapter 2

### ROLES AND RESPONSIBILITIES

#### 2.1. Air Force Chief of Chaplains.

- 2.1.1. Provides strategic level advocacy for Chaplain Corps programming requirements through the Air Force Corporate Structure.
- 2.1.2. Provides guidance to MAJCOM-FOA-DRU/HC on administration, control, and management of funds and funding procedures.
- 2.1.3. Serves as the approving authority for all clergy contracts.
- 2.1.4. Appoints the Supervisor of the Chaplain Corps Accounting Center (CCAC) as the CTOF Government Purchase Card (GPC) Agency Program Coordinator (APC).
- 2.1.5. Serves as the approving authority for the annual CCAC operating budget and Non-Appropriated Fund (NAF) employee pay plan.
- 2.1.6. Funds CCAC employee training, professional development requirements, and other AF-wide initiatives from CTOF using NAF travel guidelines.
- 2.1.7. Submits to CCAC, NLT 1 January each year, the percentage of regular offerings (code 8000) to be transferred to AF/HC in support of its special activity fund(s).
- 2.1.8. Establishes, NLT 1 September, the authorized total maximum CTOF grant limit per deployed Chaplain Corps staff member.

#### 2.2. MAJCOM-FOA-DRU/HC.

- 2.2.1. Provides operational level advocacy for Chaplain Corps programming requirements through their headquarters on issues with command-wide impact.
- 2.2.2. Provides guidance to Installation-level Chaplain Corps on Air Force level and command-specific administration, control, and management of funds.
- 2.2.3. Reviews and validates tactical AMPs.
- 2.2.4. Reviews all clergy contracts and confirms that the contract is for an approved high demand/low density faith group, that it meets a specific need, and does not include military chaplain duties such as general counseling or unit engagement, and recommends approval or disapproval to AF/HCP.
- 2.2.5. If applicable, submits to CCAC, NLT 1 January each year, the percentage of regular offerings (code 8000) to be transferred to MAJCOMs in support of their special activity funds.
- 2.2.6. Serves as the intermediary between CCAC and installations regarding accounting transaction discrepancies.

#### 2.3. HQ AETC/HC.

- 2.3.1. Administers all CCAC personnel actions (e.g. hiring, evaluations, feedback).
- 2.3.2. Coordinates CCAC facility requirements with local civil engineer squadron.

- 2.3.3. Coordinates CCAC telephone and computer connectivity issues with local agencies.
- 2.3.4. Implements electronic records management process for CCAC operations.

#### **2.4. Chaplain Corps Accounting Center (CCAC).**

- 2.4.1. Advises the Chaplain Corps at all levels on accounting procedures, administration, control, and management of CTOF and funding procedures.
- 2.4.2. Prepares and provides annual financial statements summarizing Air Force-wide CTOF financial operations.
- 2.4.3. Reports CTOF income and retained earnings using the accrual basis of accounting to AF/HC NLT 1 November.
- 2.4.4. Distributes fiscal year-specific guidance for preparing annual budgets.
- 2.4.5. Serves as primary liaison with the Bank for the CTOF GPC. In this capacity, the CCAC:
  - 2.4.5.1. Manages the CTOF GPC program.
  - 2.4.5.2. Processes account manager/cardholder appointment letters.
  - 2.4.5.3. Reviews, processes, and makes payments for each CTOF master account.
  - 2.4.5.4. Serves as the approving authority for CTOF GPC program purchases over the single purchase limit.
  - 2.4.5.5. Cancels credit card accounts for individuals no longer requiring a card or for cards inactive more than 12 months.
- 2.4.6. Coordinates accounting transaction discrepancies, and disputes with owning MAJCOM.
- 2.4.7. Submits CCAC annual operating budget to AF/HC NLT 1 September.
- 2.4.8. Conducts Account Manager training as required.
- 2.4.9. Coordinates accounting procedures and coding structure with AF/HC for consistency.

#### **2.5. Installation Commander.**

- 2.5.1. Serves as the approving authority for the Chaplain Corps Annual Ministry Plan.
- 2.5.2. Serves as the approving authority for Chaplain Corps fundraisers requests. May delegate this authority as authorized in AFI 34-223, *Private Organization Program*.
- 2.5.3. Serves as the approving authority for the Chaplain Corps Facility Utilization Operating Instruction (OI).
- 2.5.4. Serves as the approving authority for waivers requesting approval to award CTOF contracts to members or relatives of persons in the supervisory chain of command who could be construed to have a conflict of interest IAW **Paragraph 6.9** All requests for such waivers will contain a formal legal review by servicing Staff Judge Advocate's Office.

## 2.6. Installation Senior RST.

- 2.6.1. Provides oversight and management of Installation Chaplain Corps APF and CTOF programs to ensure internal controls have verifiable audit trails.
- 2.6.2. Advocates for resourcing based on a validated and approved AMP.
- 2.6.3. Ensures resources are properly budgeted and used only for authorized purposes.
- 2.6.4. Conducts Chaplain Corps Financial Working Group (CCFWG) meetings IAW [Paragraph 2.7](#)
- 2.6.5. Senior RSTs and their dependents will not serve as project officers. **(T-0)**.
- 2.6.6. Senior RSTs will not serve as CTOF contracting officers. **(T-3)**.
- 2.6.7. If host unit, works with Tenant unit RST to include tenant-unit Chaplain Corps in their ministry planning cycle and execution processes to support the tenant-unit's non-appropriated ministry plan requirements through CTOF.

### 2.6.8. Tenant-unit Senior RSTs

- 2.6.8.1. Do not operate CTOF or Chaplain Corps facilities.
- 2.6.8.2. Advocates for resourcing based on a validated and approved AMP, provide oversight and management of tenant-unit Chaplain Corps APF, and ensures APF and CTOF funds are used for authorized purposes only.
- 2.6.8.3. Ensures their ministry plan inputs for the host-unit's ministry planning cycle is timely and approved by their commander. Tenant-unit Chaplain Corps geographically separated from their Air Force Chaplain Corps host-units remain responsible for coordinating their non-appropriated ministry plan requirements with their host-unit.
- 2.6.8.4. Consolidates Group AMPs into one Wing AMP and forward to MAJCOM-FOA-DRU/HC for validation.

## 2.7. Senior Installation Chaplain.

- 2.7.1. Responsible to the Installation Commander for proper oversight and management of tactical level resourcing requirements.
- 2.7.2. Ensures key duties and responsibilities are divided among different people to reduce the risk of error or fraud IAW GAO/AIMD-00-21.3.1, *Standards for Internal Control in the Federal Government*. This includes separating the responsibilities of authorizing transactions, processing and recording them, reviewing the transactions and handling the assets. No one person should be given complete control over resources, including facilities, equipment, APF and CTOF. **(T-0)**.
- 2.7.3. Appoints, in writing, a primary and alternate Chaplain Corps Cost Center Manager.
- 2.7.4. Reviews internal controls for all Resource programs as a part of the Annual Statement of Assurance to document the fund is free of fraud, waste, and abuse IAW DODI 5010.40, *Managers Internal Control Program Procedures*. **(T-0)**.
- 2.7.5. Leads the Senior RST in developing an AMP based upon the requirements in [Paragraph 1.3](#) The Senior Installation Chaplain will:

- 2.7.5.1. Ensures the manpower required to execute the AMP does not exceed the manpower capacity of the assigned Chaplain Corps employees (Chaplains, Chaplain Assistants, and civilians (GS, NAF, host nation)), and contractors.
- 2.7.5.2. Ensures the manpower capability required to execute the AMP does not differ from that of assigned Chaplain Corps employees (Chaplains, Chaplain Assistants, and civilians (GS, NAF, and host nation)), and contractors.
- 2.7.5.3. Ensures the funding required to execute the AMP does not exceed available and projected fiscal year resourcing.
- 2.7.5.4. Ensures the AMP elements are prioritized based upon the above factors.
- 2.7.6. Submits the AMP for the upcoming fiscal year to MAJCOM-FOA-DRU/HC NLT 1 February for validation and to the supported Commander NLT 1 March for approval. **(T-2)**.
- 2.7.7. Develops a local operating instruction (OI) to address procedures for resourcing the validated and approved AMP. Coordinates initial and revised OIs with MAJCOM/HC IAW AFI 33-360 prior to implementation. **(T-1)**. At a minimum, the OI will cover:
- 2.7.7.1. APF and CTOF budgeting.
  - 2.7.7.2. Steps to safeguard the collection and deposit of offerings and donations.
  - 2.7.7.3. The purchase approval process.
  - 2.7.7.4. The process for issuing CTOF non-personal services contracts.
  - 2.7.7.5. Fixed asset accountability.
- 2.7.8. Appoints a primary and alternate Account Manager (if not a contractor), CTOF GPC approving official (e.g., Account Manager), and GPC cardholders (use template in **Attachment 3**). **(T-3)**.
- 2.7.9. Serves as the approving authority for, in writing, the annual CTOF budget, amendments, and designated offerings schedule.
- 2.7.10. Ensures the Superintendent/NCOIC, Chapel Operations conducts annual training and documents training for Chaplain Corps employees (Chaplains, Chaplain Assistants, civilians (GS, NAF, and host nation)), contractors, and program leaders on APF and CTOF processes.
- 2.7.11. Approves all CTOF purchases of \$1,000 or more prior to purchase.
- 2.7.12. Reviews and certifies the monthly AF Form 4409, *Chapel Tithes and Offerings Fund (CTOF) Self-Assessment Checklist*.
- 2.7.13. Appoints, in writing, CTOF Contracting Officers who have completed required training and have the required education and experience to evaluate the quality of the contract deliverables IAW **Paragraph 6.5.1.2.1**
- 2.7.14. Validates the need of proposed non-personal service contract positions and appropriate funding as defined in **Attachment 2**. Determination is made in writing (i.e. a memorandum for record) and maintained in the contract file.

2.7.15. Ensures all clergy contract positions are for an approved high demand/low density faith group, that they meet a specific need, and does not include military chaplain duties such as general counseling or unit engagement. The contract will be coordinated with MACJOM-FOA-DRU/HC, and approved by AF/HC. (T-1)

2.7.16. Establishes, in writing, a maximum funding limit for acceptable bids on CTOF contracts. A copy of this statement is included in the contract file.

2.7.17. Reviews and approves/disapproves all Chaplain Corps program fundraiser requests prior to coordination with the Installation Commander or delegate IAW AFI 34-223.

2.7.18. Serves as the approving authority for the purchase of all literature and religious education curricula to ensure it does not denigrate any religious group.

2.7.19. IAW DoDI 1342.22, *Military Family Readiness* or 1344.07, *Personal Commercial Solicitation on DoD Installations*, ensures that all commercial financial education curricula are purchased only for use in bonafide religious education stewardship programs. Additionally, ensures that this externally-produced training material is presented in such a way as to avoid expressly or implicitly endorsing the non-Federal entity that produced them and that no material may be used which further advertises the products and services that can be purchased. Finally, ensures that the training is advertised as a religious education stewardship program through the same methods all Chaplain Corps religious programs are advertised, and is not used in compulsory unit financial readiness training or included as materials in installation financial education programs. (T-0).

2.7.20. Chairs the CCFWG.

## **2.8. Superintendent/Noncommissioned Officer in Charge (NCOIC), Chapel Operations.**

2.8.1. Assists in the development of the AMP, providing resource management guidance, including manpower, fiscal, and facility projections.

2.8.2. Advises the Senior Installation Chaplain regarding the manpower capacity, capability, and funding required to execute the AMP.

2.8.3. Advises the Senior Installation Chaplain regarding the prioritization of AMP elements.

2.8.4. Maintains an AMP continuity folder which includes AMPs for the three most recent years.

2.8.5. Monitors resource requirements and capabilities on an ongoing basis, including fiscal budgets, fiscal status, manning documents and rosters, TDY projections, and deployment projections.

2.8.6. Reviews the AMP with the Senior Installation Chaplain on a quarterly basis; assists in adjusting the AMP if resources or requirements have changed more than 20%, or if they deem it necessary in order to successfully execute the plan, according to requirements.

2.8.7. Provides administrative and technical oversight of CTOF operations.

2.8.8. Oversees annual training for all Chaplain Corps employees (Chaplains, Chaplain Assistants, civilians (GS, NAF, and host nation)), contractors, program leaders, and volunteers on APF and CTOF processes and procedures. Maintains training documentation in the CTOF Continuity File.

2.8.9. Conducts monthly assessments on CTOF operations using the AF Form 4409 NLT the 30th of each month for the previous month's transactions.

2.8.9.1. Coordinates with the Account Manager and the CCAC to reconcile any discrepancies.

2.8.9.2. Ensures corrective actions to remedy CTOF discrepancies are completed prior to Senior Installation Chaplain certification.

2.8.10. Serves as a member of the CCFWG.

**2.9. Lead Faith Group Chaplains/Denominational Leaders.** Develops and submits faith group/denominational budgets and designated offerings schedules to the Senior Installation Chaplain based on validated needs and input from program leaders and advisory councils in accordance with the installation ministry planning cycle. Serves as members of the CCFWG.

**2.10. Chaplain Corps Cost Center Manager.**

2.10.1. Must be a Chaplain Corps employee (Chaplain, Chaplain Assistant, or civilian (GS, NAF, or host nation)). **(T-2)**.

2.10.2. Serves as the technical advisor of APF and provides status of funds as requested.

2.10.3. Serves as point of contact with Financial Management (FM), Squadron Resource Advisor, and local contracting squadron.

2.10.4. Prepares APF execution plan for submission to the Squadron Resource Advisor.

2.10.5. Monitors budget execution and fund operating procedures.

2.10.6. Maintains prioritized unfunded requirements list including appropriate documents, with strong narrative justifications, ready for execution.

2.10.7. Serves as an advisor to the CCFWG.

**2.11. Account Manager.**

2.11.1. Must be a Chaplain Corps employee (Chaplain, Chaplain Assistant, civilian (GS, NAF, or host nation)), or CTOF contractor. **(T-2)**. If the account manager is a contractor, ensure the requirements listed in **Paragraph 2.11.** are included in the Statement of Work (SOW).

2.11.2. Serves as primary point of contact with the CCAC.

2.11.3. Advises on CTOF processes and procedures.

2.11.4. Assists with CTOF budget development.

2.11.5. Monitors CTOF budget execution.

2.11.6. Maintains Account Manager File as outlined in **Paragraph 4.11.4**

2.11.7. Maintains CTOF Continuity File as outlined in **Paragraph 4.11.5**

2.11.8. Reviews documentation for accuracy and completeness prior to sending to CCAC.

2.11.9. Coordinates corrective actions with the CCAC as required.

- 2.11.10. Monitors accounting reports and provides them to program leaders and staff members.
- 2.11.11. Briefs project officers on their responsibilities and limitations.
- 2.11.12. Follows up on outstanding project officer returns.
- 2.11.13. Safeguards CTOF assets.
- 2.11.14. Prepares bank deposit bags, deposit slips, and required forms for all funds received.
- 2.11.15. Serves as CTOF GPC Approving Official. When the Account Manager is filled by a CTOF contract, the CTOF GPC Approving Official will be a Chaplain, Chaplain Assistant, or civilian (GS, NAF, or host nation). **(T-0)**.
- 2.11.16. Submits the monthly CTOF GPC Master Credit Card statement and AF Form(s) 4358, *CTOF Purchase Card Transaction Log*, to CCAC by the last duty day of the month.
- 2.11.17. Coordinates with the CTOF GPC approving official to maintain CTOF GPC Files as outlined in **Paragraph 5.11**
- 2.11.18. Serves as advisor and recorder to CCFWG. Records CCFWG meeting minutes and routes them through the Superintendent/NCOIC, Chapel Operations for Senior Installation Chaplain approval. Files the CCFWG minutes in the CTOF Continuity file.
- 2.11.19. If a contractor, will sub-contract with a qualified substitute, in times of absences, IAW duties spelled out in the primary contract.

## **2.12. Program Leader.**

- 2.12.1. Submits a program plan to the Lead Faith Group Chaplain consisting of a detailed program budget and a calendar of events.
- 2.12.2. Oversees all purchase activities for their programs. Completes AF Form 4356, *CTOF Purchase Request*, obtains authorization and coordinates purchases with the Account Manager.
- 2.12.3. Makes purchases or coordinates with project officers to make purchases for their programs. May serve as CTOF GPC cardholder if a Chaplain, Chaplain Assistant, or civilian (GS, NAF, or host nation).
- 2.12.4. Makes deposits on behalf of their program. Coordinate proposed collection of donations with the Lead Faith Group Chaplain/Denominational Leader and Account Manager prior to receiving funds.
- 2.12.5. Reviews accounting reports and program plan status for their specific program to ensure proper stewardship of funds.
- 2.12.6. Serves as a member of the CCFWG.

## **2.13. CTOF GPC Approving Official.**

- 2.13.1. Must be a Chaplain Corps employee (Active Duty Chaplain, Chaplain Assistant, or civilian (GS, NAF, or host nation)). **(T-0)**.
- 2.13.2. Ensures cardholders maintain CTOF GPC cardholder files as outlined in **Paragraph 5.11**

2.13.3. Ensures cardholders receive initial and annual refresher CTOF cardholder training and ensures cardholders sign the CTOF Credit Card User Statement documenting training as outlined in [Paragraph 5.4.5](#)

2.13.4. Reviews each cardholder(s) monthly account statement and AF Form(s) 4358.13.4.1. Reconciles and certifies monthly CTOF GPC master account statement.

2.13.4.1. Submits monthly CTOF GPC master account statement with AF Form(s) 4358 to the Account Manager for payment, prior to last day of the month as outlined in [Paragraph 5.10](#)

2.13.5. Manages disputes/discrepancies.

2.13.6. Serves as the point of contact with CCAC for all CTOF GPC issues.

#### **2.14. CTOF GPC Cardholder.**

2.14.1. Must be a government employee (military member on AD, or civilian (GS, NAF, or host nation)). **(T-0)**. Cardholder outside of the Chaplain Corps chain of command must have the individual commander's written approval prior to appointment.

2.14.2. Completes initial and recurring CTOF cardholder training and signs the CTOF Credit Card User Statement documenting training IAW [Paragraph 5.4.5 \(T-1\)](#).

2.14.3. Obtains Approving Official and Account Manager approval for each purchase request prior to using the CTOF GPC.

2.14.4. Makes authorized CTOF purchases by completing the following:

2.14.4.1. Verifies the dollar amount is correct and informs the vendor that the purchase is tax exempt.

2.14.4.2. Overseas CTOF GPC users will consult with the contracting GPC office to coordinate purchases with non-US businesses. **(T-1)**.

2.14.4.3. Records CTOF GPC transactions on AF Form 4358.

2.14.5. Maintains CTOF GPC Cardholder Files as outlined in [Paragraph 5.11](#)

2.14.6. Reconciles monthly CTOF GPC individual account statement, and submits it with the AF Form(s) 4358 and supporting documentation to the Approving Official for certification by the 25th of the month.

2.14.7. Safeguards CTOF GPC against loss or theft.

#### **2.15. Project Officer.**

2.15.1. Must not be a Senior Installation Chaplain, Superintendent/NCOIC, Chapel Operations, Account Manager, or a dependent of those personnel. **(T-0)**.

2.15.2. Annually receives training from the Account Manager on responsibilities and limitations.

2.15.3. Follows project procedures as outlined in [Paragraph 4.9.4](#)

**2.16. CTOF Contracting Officer.**

- 2.16.1. Must be a Chaplain Corps employee (Chaplain, Chaplain Assistant, or civilian (GS or NAF)) **(T-0)**, and cannot be the Senior Installation Chaplain or Superintendent/NCOIC, Chapel Operations. **(T-3)**.
- 2.16.2. Prior to appointment, completes Defense Acquisition University (DAU) courses CLC 222, *Contracting Officer Representative Online Training* and CLM 003, *Overview of Acquisition Ethics*. **(T-1)**.
- 2.16.3. Administers CTOF contracts.
- 2.16.4. Advises on CTOF contracting policies and procedures and the funding obligation requirements for the life of the awarded contract.
- 2.16.5. Coordinates with the Senior Installation Chaplain to establish, in writing, a maximum funding limit for acceptable CTOF contracts bids. Includes a copy of this coordination statement in the contract file for the life of the awarded contract.
- 2.16.6. Prepares bid documents (SOW, request for proposal, basis for award).
- 2.16.7. Advertises all CTOF contract positions open for bid.
- 2.16.8. Follows interview procedures IAW **Paragraph 6.7**.
- 2.16.9. Monitors quality of services provided and performance of contractor as identified in SOW. Note: This person has no direct supervisory authority over the contractor or control over the manner in which the contractor performs the services.
- 2.16.10. Provides written notification to the contractor on all compliance deviations from the SOW requirements. Maintains written documentation in the contract file.
- 2.16.11. Meets with the contractor for dispute resolutions. Maintains written dispute resolution documentation in the contract file.
- 2.16.12. Certifies contract services were delivered using the AF Form 4357, *CTOF Monthly Statement of Contract Services*.

**2.17. Chaplain Corps Financial Working Group (CCFWG).**

- 2.17.1. **Members:** Senior Installation Chaplain; Superintendent/NCOIC, Chapel Operations; Deputy Senior Installation Chaplain, Lead Faith Group Chaplains, and elected/appointed Advisory Council Presidents.
- 2.17.2. **Advisors:** Chaplain Corps Cost Center Manager, Account Manager, and Program Leaders.
- 2.17.3. Recommends AMP approval.
- 2.17.4. Reviews APF and CTOF planning, resourcing and execution.
- 2.17.5. Recommends/prioritizes unfunded requirements.
- 2.17.6. Annually recommends to the Senior Installation Chaplain the percentage each faith group will contribute to the CTOF General Account (if applicable). Documents percentages in the CCFWG meeting minutes. **(T-1)**.

2.17.7. Meets twice a year, or more often as required by the Senior Installation Chaplain, to review Chaplain Corps funding and execution; recommends adjustments as needed.

**2.18. Staff Judge Advocate (SJA).** The SJA shall provide legal oversight over CTOF contracting activities and will conduct annual ethics briefings for Chaplain Corps personnel or other authorized training in compliance with the DoD 5500-07-R, *The Joint Ethics Regulations* (JER).

## Chapter 3

### APPROPRIATED FUNDS, DIRECT MISSION REQUIREMENTS

**3.1. General Information.** The Air Force Chaplain Corps provides spiritual care, advises leadership, and ensures all Airmen have opportunities to exercise their constitutional right to the free exercise of religion. *Direct mission requirements* are activities that directly support the Air Force mission. They are funded solely with appropriated funds, and fulfill the Air Force Chaplain Corps' Strategic Plan, AF COLS, and the commander's intent. Purchasing these items with any funding source other than Appropriated Funds may result in a violation of the Anti-Deficiency Act (31 USC § 1341 et seq, 31 USC § 1511 et seq). See [Attachment 2](#) for a comprehensive list of all direct mission requirements.

**3.2. Manpower.** Chaplain Corps personnel will follow established manpower requirement determination processes to ensure they have properly identified the minimum manpower levels needed to successfully accomplish assigned missions. (See Air Force Manpower Standard 105A, *Wing/Installation Chaplain Capability-Based Manpower Standard*, AFPD 38-2, *Manpower*, AFI 38-201, *Determining Manpower Requirements* and AFI 38-204, *Programming USAF Manpower*). (T-1).

**3.3. Facilities.** Chaplain Corps facilities must accommodate the religious needs of the assigned base community. Chaplain Corps personnel ensure the sanctity of sacred space within such facilities. Senior RSTs will develop an operating instruction outlining local procedures for religious facility utilization, coordinate the OI with MAJCOM/HC, and ensure it is approved by the Installation commander IAW AFI 33-360. (T-1).

#### 3.3.1. Construction and Modification.

3.3.1.1. Senior RSTs will coordinate with Base Civil Engineers and their Facility Working Groups to ensure religious facilities meet required standards. The USAF Religious Facilities Design Guide (available at [http://www.wbdg.org/ccb/browse\\_cat.php?c=129](http://www.wbdg.org/ccb/browse_cat.php?c=129)) provides guidelines for evaluating, developing, and submitting facility construction and modification requests. (T-1).

3.3.1.2. Senior RSTs will ensure facility upgrade plans are integrated with the base facility master plans. (T-1).

3.3.2. **Naming and Designation.** Follow established Air Force procedures when naming or designating religious facilities (See AFI 36-3108, *Memorialization Program and Ceremonies*).

3.3.3. **Secular Activities.** Chaplain Corps facilities may be used to support secular activities based on established operating instructions and facility availability. The chapel sanctuary, chancel, nave, or denomination-specific rooms will be used solely to conduct religious activities. (T-3).

3.3.4. **Scheduling.** Chaplain Corps activities receive priority over other base activities when scheduling use of Chaplain Corps facilities. Only DoD ID card holders may submit facility utilization requests and it must be for their use. (T-3). For example, for a wedding facility usage request, one of the two people being married must be a DoD ID card holder.

3.3.5. **Blessed Sacrament Room.** Senior RSTs will ensure an appropriate room is provided for the reservation of the Blessed Sacrament at each installation. The Blessed Sacrament Room is sacred space dedicated specifically for Catholic use. **(T-3).**

3.3.6. **Neutrality.** Senior RSTs will ensure distinctive faith group symbols are not permanently displayed in the chapel sanctuary, chancel, or nave. **(T-3).**

3.3.7. **Counseling Space.** Each Chaplain will have a private office suitable for privileged communication that protects confidentiality IAW AFMAN 32-1084, *Facility Usage* and AFI 52-101, *Planning and Organizing*. **(T-1).**

3.3.8. **Alcohol.** Senior RSTs will ensure alcoholic beverages are not consumed or stored in Chaplain Corps facilities except those required for religious rites. **(T-3).**

**3.4. Budgeting and Execution.** Chaplain Corps Cost Center Managers will coordinate with the installation's Resource Advisor and/or local FM points of contact for guidance and follow AFI 65-601V1, *Budget Guidance and Procedures* and AFI 65-601V2, *Budget Management for Operations*.

3.4.1. Senior RSTs will develop and present comprehensive budgets and funding short-fall impact analyses as part of the AMP when requesting appropriated funds from Installation commanders. **(T-3).**

3.4.2. **Official Government Travel .** Chaplains, Chaplain Assistants, and assigned civilian employees authorized for temporary duty (TDY) will coordinate with their Defense Travel System (DTS) Organization Defense Travel Administrators (ODTAs) for guidance. **(T-0).**

3.4.3. **Government Purchase Card (GPC).** GPC Approving Officials and Cardholders will coordinate with Contracting GPC office for guidance and follow AFI 64-117, *Air Force Government Wide Purchase Card (GPC) Program*. **(T-1).** Use GPC to maximum extent possible for Chaplain Corps requirements.

3.4.4. Contracts.

3.4.4.1. Senior RSTs will coordinate with Contracting, Manpower, and the Resource Advisor for guidance and follow AFI 38-201 to ensure proper contracting procedures are followed once the requirement is identified. **(T-1).**

3.4.4.2. For contracts with religious entities, pursuant to FAR 22.810, *Solicitation Provisions and Contract Clauses*, coordinate with local contracting to ensure that FAR 52.222-26, *Equal Opportunity*, clause (b)(2) is included. **(T-0).**

3.4.5. **Honoraria and/or Guest Speaking Fees.** Honoraria are payments for services that are rendered nominally without charge. Honoraria will not be made on a recurring basis to the same person or organization. **(T-1).**

3.4.5.1. Do not use honoraria to pay government employees for services rendered as part of their official duties, for services rendered by a contract, or for duties associated with a contract. **(T-0).**

3.4.5.2. Do not use honoraria to compensate volunteers for their services provided IAW DoDI 1100.21, *Voluntary Services in the Department of Defense*. **(T-0).**

3.4.5.3. Do not pay honoraria to members, dependents, or relatives of persons in the supervisory chain, or those who could be construed to have conflicts of interest (e.g. Chaplain Corps employees and their dependents). **(T-3)**.

3.4.5.4. Do not pay honoraria to a potential contractor during the solicitation or evaluation phases of procurement. **(T-0)**.

3.4.5.5. See AFI 65-601V1 for additional guidance on approving appropriated fund honoraria and speaking fees.

## Chapter 4

### CHAPEL TITHES AND OFFERINGS FUND, INDIRECT MISSION REQUIREMENTS

**4.1. General Information.** Activities that enhance the Air Force mission are identified as *indirect mission requirements* and are funded with CTOF. CTOF will fund all Chaplain Corps requirements not listed as a direct mission requirement in **Attachment 2**, and will not fund direct mission requirements.

**4.2. CTOF Policy.** CTOF is a religious fund, and is an instrumentality of the United States Government that acts in its own name to provide or assist in the delivery of spiritual care to Airmen and their dependents.

4.2.1. CTOF is comprised of funds and other assets received through free-will donations of individuals and religious communities within the Air Force. It is used to indirectly support the operational capability of Chaplain Corps mission.

4.2.2. IAW DoDI 4105.67, *Nonappropriated Fund (NAF) Procurement Policy and Procedure*, unless stipulated in this publication, CTOF is specifically exempted from the following:

4.2.2.1. Federal Acquisition Regulation (FAR).

4.2.2.2. Defense Federal Acquisition Regulation Supplement.

4.2.2.3. Title 10 U.S.C. Chapter 137, *Procurement Generally*.

4.2.2.4. Title 15 U.S.C. § 631, *The Small Business Act*.

4.2.3. CTOF is specifically exempted from MWR oversight in accordance with DoDI 1015.15, *Establishment, Management, and Control of Nonappropriated Fund Instrumentalities and Financial Management of Supporting Resources*.

4.2.4. Unless specified in this AFI, the Joint Travel Regulation (JTR) does not apply to CTOF travel.

4.2.5. CTOF will be centrally administered by the CCAC at Randolph Air Force Base, Texas. All income and expenses will be earned when received and cannot be pre or postdated.

4.2.6. Use of the AF-approved chart of accounts is mandatory. The CCAC provides updated lists of the most current chart of accounts.

### 4.3. Organizations Authorized To Use CTOF.

4.3.1. **HQ USAF/HC.** CTOF can be used to provide emergency or special grants, or engage in public relations for the Chaplain Corps. HQ USAF/HC CTOF receives funding from Installation CTOFs.

4.3.2. **MAJCOM-FOA-DRU/HC.** CTOF can be used to provide emergency or special grants, or engage in Chaplain Corps public relations on behalf of the command. MAJCOM-FOA-DRU/HC CTOF receives funding from Installation CTOFs as applicable.

4.3.3. **Installation.** CTOF is used to resource the indirect mission requirements of the AMP.

4.3.4. **Denominational Tithes and Offerings.** Installations with sponsored denominational worship services or religious organizations must have their funds managed through the local CTOF.

4.3.5. **Deployed Locations.**

4.3.5.1. Will not establish a CTOF or collect tithes and offerings.

4.3.5.2. Senior RSTs will develop and resource an AMP IAW AFI 52-104, *Chaplain Corps Readiness* before requesting funds from the HQ USAF CTOF to ensure all funds can be spent during their AEF rotation.

4.3.5.3. Senior RSTs for each rotation at deployed locations may submit a request for a grant from the HQ USAF CTOF. Each rotation is authorized a maximum amount based on the number of Chaplain Corps deployed members. The Chief of Chaplains, annually, determines an authorized amount per deployed member.

4.3.5.3.1. Senior RSTs or their designee's, will coordinate a detailed AF Form 4356, AF Form 4360, *Chapel Tithes and Offerings Fund (CTOF) Electronic Funds Transfer (EFT)*, and a project officer appointment letter through the theater Command Chaplain's office prior to submission to the AF/HC Account Manager.

4.3.5.3.2. Senior RSTs or their designee's will submit forms to the AF/HC Account Manager at [usaf.pentagon.af-hc.mbx.af-hcx-workflow@mail.mil](mailto:usaf.pentagon.af-hc.mbx.af-hcx-workflow@mail.mil).

4.3.5.4. Senior RSTs do not transfer residual funds to the next AEF rotation. They will spend and account for all funds prior to redeployment.

4.3.5.5. Senior RSTs ensure AF Form 4362, *Chapel Tithes and Offerings Fund (CTOF) Project Officer Report*, and itemized receipts documenting authorized purchases are submitted to the AF/HC Account Manager prior to redeployment.

**4.4. Authorized Use of CTOF for Chaplain Corps Programs.** Indirect mission requirements that are identified in the AMP may utilize CTOF to fund supplies, lodging, meals, and travel-related expenses. CTOF will not be used to pay for direct mission requirements.

4.4.1. **CTOF-funded Travel-related expenses.** When authorized by this AFI, travel-related expenses will not exceed local per-diem rates (use the Joint Travel Regulation (JTR) to determine travel and per-diem limits). **(T-3)**. CTOF funded Chaplain Corps programs may be used for the following TDYs:

4.4.1.1. Participants and Volunteers. CTOF may fund travel-related expenses for participants and volunteers participating in indirect mission programs paid for with CTOF. Military members must be on regular leave or pass status in order to have travel-related expenses reimbursed by CTOF.

4.4.1.2. CTOF Non-Personal Service Contractors. CTOF may fund travel-related expenses required for the contractor to perform their duties as outlined in the SOW. Additionally, CTOF may fund training requirements at seminars and conferences supporting Chaplain Corps programs when identified in the contract.

4.4.1.3. Chaplain Corps Personnel. CTOF **will not** be used to fund spiritual retreats or religious training opportunities for Chaplain Corps personnel. **(T-1)**.

4.4.1.4. APF Contractors. CTOF **will not** be used to fund travel-related expenses for APF contracts **(T-1)**.

4.4.2. **Charitable Gifts.** All charitable gifts will be appropriate, consistent with the purposes of the Air Force Chaplain Corps and will not appear to create a state of dependency. **(T-1)**. Exception: These rules do not apply to designated offerings/donations to endorsing agencies of chaplains assigned to the installation and to installation organizations supporting Warrior Care.

4.4.2.1. **Designated Offerings.** A designated offering is offerings received during a single week's worship service(s) as advertised prior to collection. These are collections taken for non-profit or other charitable organizations.

4.4.2.1.1. The Senior Installation Chaplain pre-approves designated offerings and transfers to recipients. Faith Group Chaplains, will advertise all designated offerings to the worship community prior to collection.

4.4.2.1.2. Faith group communities may give designated offerings to either a single recipient or split among multiple recipients. They do not collect or pay designated offering to individuals or families.

4.4.2.1.3. Do not split designated offerings across multiple weeks.

4.4.2.1.4. Designated offerings expenditures will adhere to the purpose stated to congregations. Use designated offerings schedule template (**Attachment 5**).

4.4.2.2. **Donations.** A set dollar amount determined by the Senior Installation Chaplain that is given to a nonprofit or charitable organization in order to support an emergency or humanitarian cause (e.g. hurricane relief). Do not collect for or pay donations to individuals or families.

4.4.2.3. **Charities.** Do not use CTOF to establish charities.

4.4.3. **Gifts (to include Door Prizes).** To recognize the contributions of Chaplain Corps program volunteers, you may use CTOF to purchase gifts. In accordance with 5 CFR § 2635, *Standards of Ethical Conduct for Employees of the Executive Branch*, and the Joint Ethics Regulation (JER), a gift may not exceed \$20 per person per event, and no more than \$50 per person per year. Do not supplement this amount by other funding sources. **(T-0)**. Additionally, all gifts must comply with **Paragraph 4.5.1** and the JER guidance and restrictions on gifts.

4.4.4. **CTOF-Funded Honoraria and Speaking Fees.** Honoraria are payments for services rendered nominally without charge. Chaplain Corps personnel may pay honoraria with CTOF for Chaplain Corps-sponsored events that are, themselves, funded with CTOF or other sources of non-appropriated funds as an indirect mission requirement, and will not be made on a recurring basis to the same person or organization IAW **Paragraph 4.5.2 (T-1)**.

4.4.4.1. Do not use CTOF-funded honoraria to pay government employees (military or civilian (GS, NAF, or host nation)) for services rendered as part of their official duties, for services rendered by a contract or for duties associated with a contract. **(T-0)**.

4.4.4.2. Do not use CTOF-funded honoraria to compensate volunteers for services provided IAW DODI 1100.21. **(T-0)**.

4.4.4.3. Do not pay CTOF-funded honoraria to Chaplain Corps employees (Chaplains, Chaplain Assistants, or civilians (GS, NAF, or host nation)), or to their dependents. **(T-2)**.

4.4.4.4. Do not pay CTOF-funded honoraria to a potential contractor during the solicitation or evaluation phases of a procurement. **(T-0)**.

4.4.4.5. When determining the appropriate approval levels (see below) for CTOF-funded honoraria, only the actual amount of the CTOF-funded honorarium, excluding per diem and travel expenses, will constitute the cost against which the threshold is applied. Use the Joint Travel Regulation (JTR) as a guideline to determine travel and per diem limits.

<u>Approval Authority</u>	<u>Dollar Range</u>
Senior Installation Chaplain	\$1 - \$1,000
MAJCOM-FOA-DRU/HC or Designee	\$1,001 - \$2,000
AF/HC or Designee	\$2,001 or more

4.4.4.6. Account Managers submit a fully completed AF Form 4356 to the Chaplain Corps Accounting Center (CCAC) for processing.

4.4.4.7. Attach IRS Form W9, *Request for Taxpayer Identification Number and Certification*, to AF Forms 4356. This is a one-time requirement and is not required for subsequent payments as long as the taxpayer information is current.

4.4.4.8. Honoraria recipients must acknowledge receipt of payment by signing AF Form 4361, *Chapel Tithes and Offerings Fund (CTOF) Receipt*, at the time of payment. The Account Manager forwards the completed AF Form 4361 to the CCAC within ten duty days.

4.4.4.9. For tax reporting purposes, the CCAC will pay honoraria and/or speaking fees directly to the vendor via check or EFT. These fees may not be made via project officer.

4.4.4.10. Account Managers maintain the AF Form 4356 and supporting documentation in the Account Manager file, section 2. Move to Account Manager file, section 3 once document is closed and no longer appears on the Open Documents Report.

4.4.5. **Fundraising.** Chaplain Corps programs must obtain the approval of the Senior Installation Chaplain and the Installation Commander (or delegate) prior to conducting a fundraiser IAW AFI 36-3101, *Fundraising with the Air Force* and AFI 34-223. All funds collected must support a Chaplain Corps program and must be deposited into the installation's CTOF.

#### **4.5. Unauthorized Use of CTOF.**

4.5.1. Do not purchase food or gifts for ceremonies (retirement, promotion, etc.), gifts for government employees (military or civilian) who are in TDY status, and gifts for Chaplain

Corps employees (Chaplains, Chaplain Assistants, or civilians (GS, NAF, or host nation)) regardless of branch of service or level of assignment.

4.5.2. Recurring monthly services without a valid contract. Recurring services are performed at regular intervals having a demand that can be accurately predicted on an annual basis. Exception: recurring monthly services for which the total cost will not exceed the micro-purchase limit do not require a contract (Refer to AFI 64-117 or current micro-purchase limit).

4.5.3. Senior RSTs maintain a local savings account for CTOFs to facilitate the distribution of funds to the primary checking account maintained by the CCAC. **(T-3)**. Savings accounts are only used to facilitate local deposits and not to maintain surplus funds. Withdrawals from local savings account are not authorized. In accordance with DoD 7000.14-R, Volume 5, Chapter 34, *DoD Financial Management Regulation*, Senior RSTs will maintain savings accounts with an on-base financial institution. **(T-0)**. Money markets, certificates of deposit and local checking accounts, etc. are not authorized.

#### 4.6. Budget Development.

4.6.1. Senior RSTs develop budgets to resource the indirect mission requirements of the AMP for each faith group, including General Account Funds (multi faith group), expecting to receive and disburse funds. Do not include Lay Organizations (e. g. Religiously Oriented Private Organization) in the Annual Ministry Plan APF or CTOF budget IAW AFI 52-101. **(T-1)**.

4.6.2. Senior RSTs will ensure projected expenses do not exceed the projected Fiscal Year (FY) income and available retained earnings. The CCAC will assist in determining retained earnings. Use the AF-approved Chart of Accounts for budgeting purposes. **(T-1)**.

4.6.3. Account Managers submit the following items, signed by the Senior Installation Chaplain or equivalent, to the CCAC, no later than 1 September of each year: **(T-1)**.

4.6.3.1. Approved budget for each faith group.

4.6.3.2. Designated Offerings Schedule memorandum.

4.6.3.3. CCAC and General Fund Distribution memorandum.

4.6.4. CCAC will calculate the CCAC operating expenses amount based on the previous year's regular offerings (income code 8000). AF/HC determines percentage used to calculate each year's operating expenses and will include it in annual CCAC budget guidance.

4.6.5. Include income from projected fundraising events under organizational income.

4.6.6. Account Managers submit a budget amendment memorandum signed by the Senior Installation Chaplain to CCAC if AMP adjustments have been made.

#### 4.7. Disbursement Methods.

4.7.1. **CTOF GPC.** The CTOF GPC is the **primary** payment method for CTOF. Authorized cardholders may make purchases in support of Chaplain Corps programs. The Account Manager and Approving Official must approve all purchases in advance by signing the AF 4356.

4.7.2. **Electronic Funds Transfer (EFT).** If GPC use is not possible or practical, then use an EFT. Utilize EFT to pay contractors, project officer advances, and for reimbursements. **(T-3).** The CCAC issues EFTs directly to an individual or vendor bank account to pay for services or supplies.

4.7.3. **Check.** CCAC issues check payments directly to vendors for services or supplies. Checks will be printed and mailed by the CCAC.

4.7.4. **Foreign Exchange (FX) Wire Transfers.** CCAC issues electronic payments directly to an individual or vendor bank account to pay for services or supplies. This option is only available for payments to non-U.S. banks. Contact the CCAC for instruction on how to process FX transactions.

#### **4.8. Purchase Approval.**

4.8.1. Regardless of method used, the approving authority must approve all purchases in advance using AF Form 4356. For requests requiring CCAC processing, Account Managers must submit the AF Form 4356 to the CCAC no later than five duty days prior to the date funds are needed. **(T-1).**

4.8.2. Requester routes AF Form 4356, processed in accordance with local Resourcing OI, to the Account Manager.

4.8.3. Requester fills out AF Form 4356 completely and adequately describe each purchase. Include a detailed list of services or products being requested in the “Item Description” block to include event date, if applicable. **(T-1).**

4.8.4. Senior Installation Chaplain approves purchases of \$1,000 or more prior to obligating funds. **(T-1).**

4.8.5. Superintendent/NCOIC, Chapel Operations coordinates with MAJCOM-FOA-DRU/HC if the cost of a single program/event/item exceeds \$15,000 to ensure appropriateness of purchase. MAJCOM-FOA-DRU/HC will coordinate with AF/HC if cost of a single program/event exceeds \$30,000. **(T-1).**

4.8.6. Account Manager verifies information, fund code to be used, and fund availability and submits the signed AF Form 4356 to the CCAC.

#### **4.9. Payment Types and Procedures.**

4.9.1. **CTOF GPC.** This method is the Chaplain Corps **primary** method of expending CTOF. Authorized CTOF GPC cardholders make purchases in support of Chaplain Corps programs. Approval authorities approve all CTOF GPC purchases in advance prior to purchase. See **Chapter 5** for further information.

4.9.1.1. CTOF GPC Purchases. Follow processes found in **Paragraph 5.8.**

4.9.1.2. CTOF GPC Reconciliation Process (Individual Cardholder Statement). Follow processes found in **Paragraph 5.9.**

4.9.1.3. CTOF GPC Reconciliation Process (Master Account Statement). Follow processes found in **para 5.10.**

4.9.2. **Prepayments.** Funds required prior to final receipt of goods/services. Account Manager submits a copy of the final invoice to CCAC after payment is made within 10 days of the event/project.

4.9.2.1. Submits an approved AF Form 4356 and an itemized invoice, quote or order form to the CCAC for processing as a single PDF.

4.9.2.2. Maintains AF Form 4356 in Section 2 of the Account Manager File until documents are sent to the CCAC. Moves the AF Form 4356 to Section 3 of the Account Manager File once document is closed and no longer appears on the Open Documents Report.

4.9.3. **Direct Billing.** This method is used when ordering goods and services from a vendor requiring direct billing. CCAC issues a check directly to the vendor once it receives an itemized invoice.

4.9.3.1. Account Manager places order with vendor and maintains AF Form 4356 in Section 2 of the Account Manager File until he/she receives an itemized invoice from the vendor.

4.9.3.2. Account Manager submits approved AF Form 4356, itemized vendor invoice, and supporting documents to the CCAC for processing as a single PDF.

4.9.3.3. Account Manager moves to Section 3 of the Account Manager File once the transaction has been verified on the expense reports.

4.9.4. **Project Officers.** Advance of funds supporting Chaplain Corps programs. Requesters may use if purchasing from multiple vendors and it is not practical to order items or when the vendor does not allow direct billing. NOTE: Do not use project officers or GPC to make payments for services which may require reporting to the IRS (e.g. face painters, caterers, etc.). Payments for these services must be paid by check or EFT from the CCAC. Senior Installation Chaplain, Superintendent/ NCOIC, Chapel Operations, Account Manager, or their dependents will not serve as project officers IAW **Paragraph 2.15.1 (T-0)**.

4.9.4.1. Account Manager submits approved AF Form 4356 to the CCAC for processing. The "Item Description" block will include a detailed list of items to be purchased.

4.9.4.2. Project Officer completes and signs AF Form 4362, to account for expended funds supporting the program. Project officer will return AF Form 4362, itemized receipts, any supporting documents, and remaining funds/deposit slips to the Account Manager within 10 calendar days of the date of project/event completion. The Account Manager certifies the AF Form 4362 for accuracy and forwards to CCAC as a single PDF.

4.9.4.3. Account Manager maintains AF Forms 4356 and 4362 with itemized receipts and supporting documentation in Section 2 of the Account Manager File. Moves AF Form 4356 and 4362 to Section 3 of the Account Manager File after the document is closed and no longer appears on the Open Project Officer Report. Handle Project Officer Returns as outlined in **Paragraph 4.10.2.8**.

4.9.4.4. Project Officers who are late 30 days or more in returning reports are not advanced funds for additional projects. Once all overdue reports are reconciled, the Project Officer may be issued funds again if training on Project Officer responsibilities

has been accomplished and documented. Repeat violations will result in the individual restrictions as a Project Officer.

4.9.4.5. Individual Project Officers must sign the Project Officer Appointment Letter for each program/project (**Attachment 4**) prior to receiving funds, and must resign annually.

4.9.5. **Reimbursements.** Payments for goods/services when individuals are pre-approved to spend personal funds in support of Chaplain Corps programs. To prevent possible conflicts of interest, Senior Installation Chaplain, Superintendent/ NCOIC, Chapel Operations, Account Manager, or their dependents are not authorized to receive reimbursements. **(T-0)**.

4.9.5.1. Program Leaders may purchase goods/services using personal funds once the AF Form 4356 has been approved. Account Manager maintains the AF Form 4356 in the Account Manager File, Section 2. Do not submit AF 4356 to CCAC until the program leader has turned in an itemized description of the items purchased, receipts, invoices and other supporting documents.

4.9.5.2. Account Manager submits approved AF Form 4356, itemized receipts, and supporting documents to the CCAC for processing as a single PDF.

4.9.5.3. Account Manager moves the AF Form 4356 to the Account Manager File, Section 3 once the transaction has been verified on expense reports.

4.9.6. **Contractor Payments.** Payment for services rendered by a CTOF non-personal service contract. Contractors are not paid prior to services rendered and are only paid through EFT. Account Manager ensures the AF Form 4360 is completed and on file with the CCAC prior to completing monthly statements.

4.9.6.1. Contractors will submit an AF Form 4357 on a monthly basis to the Contracting Officer Representative, after all deliverables are completed. Include the exact time and dates, where applicable.

4.9.6.2. Contracting Officer Representative will verify the services have been rendered prior to forwarding the AF Form 4357 to the Account Manager who will in turn certify and submit to the CCAC.

4.9.6.2.1.

4.9.6.3. Account Manager submits the AF Form 4357, *CTOF Monthly Statement of Contract Services Report* in lieu of AF Form 4356 for all contractor payments.

4.9.6.4. OCONUS Contractor Payments. Payments to non-US citizens outside the CONUS must be paid by wire transfer to their non-US bank. CCAC will serve as the waiver authority when wire transfers are not possible.

4.9.7. **Designated Offerings Transmittals.**

4.9.7.1. The CCAC automatically prepares designated offerings payments upon receipt of the AF Form 4359, *Chapel Tithes and Offerings Fund Deposit Reconciliation Report*. An AF Form 4356 is not required for payment to designated offering recipients identified on the annual designated offerings schedule. CCAC prints checks and sends them to the designee.

4.9.7.2. If an unscheduled collection is taken, the Account Manager submits an approved AF Form 4356 signed by the Senior Installation Chaplain to initiate the designated offering. CCAC prints and sends a check to the designee.

**4.9.8. Recurring Purchases.** In order to eliminate unnecessary paperwork, recurring purchase approval is authorized. Recurring purchases are programmed transactions recurring at regular intervals, over the period of a fiscal year.

4.9.8.1. Account Manager submits an annual AF Form 4356 to the CCAC. The form must indicate the request is for a recurring purchase, include an annual and monthly spending limit not to exceed the line item budget, and include a summation of items required. If the total recurring purchase exceeds \$1,000 annually, the Senior Installation Chaplain's signature is required. Any change to a recurring request requires a new AF Form 4356.

4.9.8.2. CCAC processes recurring project officer advances each month, normally during the last two weeks of the month.

## **4.10. Income**

### **4.10.1. Types of Income.**

4.10.1.1. Regular Offerings. Offerings collected during worship services.

4.10.1.2. Designated Offerings. All offerings collected during a worship service or Chaplain Corps program for donation to a specific organization.

4.10.1.3. Organizational. Donations or collections from Chaplain Corps organization activities (e.g., fundraisers or collection of funds to off-set the cost of activities).

4.10.1.4. Other/Miscellaneous. Income from sources other than those named above (e.g., bank credits, interest income, individual donations).

### **4.10.2. Offerings, Donations, and Collections Process.**

4.10.2.1. Senior RSTs consult local resource protection personnel for procedures for storing and transporting offerings to the banking facility. Only authorized persons are permitted access to collections. Use a lockable safe for temporary storage of funds awaiting deposit. Deposits to the bank will be made within three duty days of receipt to minimize the risk of theft or loss. **(T-2)**.

4.10.2.2. At least two volunteers, trained by the Chaplain Corps staff, will count all offerings, donations and collections. These individuals will be 18 years of age or older and will not be members of the same family. Chaplain Corps employees (Chaplains, Chaplain Assistants, and civilians (GS, NAF, and host nation)), their dependents, and the Account Manager will not participate in the counting of funds. At a minimum, train counters annually. Maintain training documentation in the CTOF Continuity file. **(T-3)**.

4.10.2.3. Outline detailed procedures for safeguarding the collection and deposit of offerings and donations in a local CTOF OI. **(T-1)**.

4.10.2.4. Counters complete AF Form 4410, *Chapel Tithes and Offerings Fund (CTOF) Offering/Donation Certificate* to ensure accurate counting and documentation. Additionally, counters complete an AF Form 4365, *Chapel Tithes and Offerings Fund*

(CTOF) *Donation Log* for all donations of \$250 or more. Do not use the Donation Log when items are received in exchange for donation/payment (e.g. payment for a youth trip or baked goods).

4.10.2.5. Account Manager prepares AF Form 4359 and submits it along with the processed bank deposit slips and AF Form 4410 as a single PDF to the CCAC within three duty days of deposit for processing. **(T-2)**. File the AF Form 4359, AF Form 4410 and deposit slips in the Account Manager File, Section 4.

4.10.2.6. Follow the same procedures for miscellaneous donations or group collections received in support of Chaplain Corps programs as described above.

4.10.2.7. Organizational and Other/Miscellaneous collections are considered income and not credited to a specific expense line.

**4.10.2.8. Project Officer Returns Process.**

4.10.2.8.1. Residual funds returned from project officers are not considered income and will be credited to the original expense line.

4.10.2.8.2. Project Officer completes and signs AF Form 4362 to account for expended funds. Project Officers return completed and signed AF Form 4362, itemized receipts, any supporting documents, and remaining funds/deposit slips to the Account Manager within 10 calendar days of the date of project/event completion and no later than 3 duty days after deposit of residual funds. **(T-2)**. The Account Manager certifies AF Form 4362 and forwards to CCAC as a single PDF. **Do not combine project officer returns with other offering/deposit files.**

4.10.2.8.3. Account Manager maintains the finalized AF Forms 4356 and 4362 with itemized receipts and supporting documentation in the Account Manager File, Section 4 until Superintendent/NCOIC, Chapel Operations completes the monthly assessment and the report no longer appears on the Open Document Report.

**4.10.2.9. Vendor Return Process.**

4.10.2.9.1. Funds returned from vendors are not considered income and are credited to the original expense line.

4.10.2.9.2. Account Manager records returns on AF Form 4359 and submits it with processed bank deposit slip and supporting documentation to the CCAC as a single PDF no later than 3 duty days of deposit. **Do not combine vendor returns with other offering/deposit files.**

4.10.2.9.3. Account Manager maintains the AF Form 4359, processed bank deposit slips, and supporting documentation in the Account Manager File, Section 4 until Superintendent/NCOIC, Chapel Operations completes the monthly assessment.

**4.11. CTOF Documentation and Disposition Instructions.**

4.11.1. **Disposition Instructions.** Ensure CTOF records are maintained and accounted for on the local Electronic Records Management (ERM) file plan IAW AFMAN 33-363. Maintain electronic records in a centrally-managed location with an established continuity of operations (COOP)/back-up process (i.e. ERM, not individual's desktop). **(T-3)**.

4.11.2. **CTOF GPC Approving Official File.** (Paragraph 5.11.1)

4.11.3. **CTOF GPC Credit Card Files.** (Paragraph 5.11.2)

4.11.4. **Account Manager File.**

4.11.4.1. Account Manager maintains forms and documents in respective sections until the Superintendent/NCOIC, Chapel Operations completes the monthly assessment.

4.11.4.2. Contents.

4.11.4.2.1. Section 1 - Current reports.

4.11.4.2.2. Section 2 - Open documents (Goods/services/ordered but not received).

4.11.4.2.3. Section 3 - Closed documents (Maintain for 30-days pending assessment – see disposition instructions).

4.11.4.2.4. Section 4 - Deposit reconciliation documents (Maintain for 30-days pending assessment - see disposition instructions).

4.11.4.2.5. Section 5 - Miscellaneous.

4.11.5. **CTOF Continuity File.** The CTOF Continuity File must contain the following items:

4.11.5.1. Section 1 - Current AFI and Operating Instruction with MAJCOM-FOA-DRU Coordination.

4.11.5.2. Section 2 - Appointment Letters (Account Manager, Credit Cardholders, etc.).

4.11.5.3. Section 3 - Chaplain Corps Financial Working Group meeting minutes (current year plus last two fiscal years).

4.11.5.4. Section 4 - Approved annual CTOF budget and any budget adjustment documents (current year plus last two fiscal years).

4.11.5.5. Section 5 - Fixed Asset Inventory, change memos, disposition documents.

4.11.5.6. Section 6 - AF Form 4409 and supporting documents (current year plus last two fiscal years).

4.11.5.7. Section 7 - CTOF training documentation.

4.11.5.8. Section 8 - Bank account and tax exemption files.

4.11.6. **CTOF Contract File.** Follow procedures found in [Paragraph 6.10](#)

4.11.7. **Tax Documentation.**

4.11.7.1. Donations of \$250 or more, the Account Manager maintains the AF Form 4365 for donations of \$250 or more. Forward the form to the CCAC at least monthly. The CCAC will generate donation receipts for individual recipients in January. **Installations do not generate donation receipts locally.**

4.11.7.2. **Tax Reporting.** The CCAC generates Internal Revenue Service Forms 1096s, *Annual Summary and Transmittal of U.S. Information Returns*, and 1099-MISC, *Miscellaneous Income*, for contractors and honoraria recipients in accordance with IRS guidance.

#### 4.11.7.3. State and Local Sales Tax.

- 4.11.7.3.1. Per Federal Acquisition Regulation (FAR) 29.302, *Application of State and Local Taxes to the Government*, purchases made by representatives of the federal government which include Chaplain Corps personnel, contractors and volunteers, are generally exempt from state and local sales taxes. When economically feasible, take maximum advantage of exemptions available. When needed, complete Standard Form 1094, *U.S. Tax Exemption Form (Part 53)*, to establish the purchase being made is on behalf of the federal government.
- 4.11.7.3.2. For overseas bases, coordinate with CONS & CPTS to ensure purchases take maximum advantage of exemptions available. (e.g. Value Added Tax (VAT)).
- 4.11.7.4. Project Officers shall take maximum advantage of all exemptions from state or local sales taxes; however, after presenting the SF 1094, if the vendor does not honor the CTOF's tax exemption, sales tax may be paid a reimbursed.
- 4.11.7.5. Each Chaplain Corps CTOF must obtain its own tax exempt form. If not already on file, contact the IRS (<http://www.irs.gov>) or local state tax assessor for instructions.

#### 4.12. Internal Controls.

- 4.12.1. **Self-Assessments.** Monthly CTOF operations self-assessments will be conducted utilizing AF Form 4409. Account Manager maintains AF Form 4409 and supporting documents in the CTOF Continuity File. **(T-1).**
- 4.12.2. Identify Self-Assessments within the annual Statement of Assurance required under the Federal Manager's Financial Integrity Act (FMFIA) of 1982, *Statement of Assurance*. **(T-0).**
- 4.12.3. **Audits.** HQ AF/HC will request an audit of the CCAC to be conducted at least once every three years. The Air Force Audit Agency (AFAA) or a certified auditor will provide an independent, objective, and constructive evaluation of CTOF financial, operational, and compliance management. The auditor will provide the findings to CCAC and HQ AF/HC.
- 4.12.4. **Fixed Assets.**
- 4.12.4.1. Control, Inventory and Disposition of CTOF Fixed Assets. Fixed Assets are defined as equipment, furniture, material, or ecclesiastical items with a cost of \$1,000 or more, purchased by or donated to the CTOF. Record these items on the fixed asset record and do not depreciate in cost. The Senior RST may identify additional items for the record or items that should be removed from the record.
- 4.12.4.2. The Account Manager safeguards CTOF fixed assets and:
- 4.12.4.2.1. Maintains a numbered listing of fixed assets to include purchase date or donation, purchase price, short description, and location. Maintains listing in the CTOF Continuity File. **(T-2).**
- 4.12.4.2.2. Marks and/or engraves with an inventory number all CTOF fixed assets. For cloth items, marks with permanent ink or sews on label. If item cannot be marked, gives detailed description on the fixed assets listing and identifies the item as "unmarked."

- 4.12.4.2.3. Performs annual fixed asset inventory in September and uses the results to recalculate reported fixed asset values submitted to CCAC.
- 4.12.4.2.4. Submits the Fixed Asset Change Memo to the CCAC in October (see [Attachment 5](#) for template).
- 4.12.4.2.5. Maintains accountability of all fixed assets. Issues AF Form 1297, *Temporary Issue Receipt*, or locally developed process to control CTOF fixed assets loaned to individuals or agencies.
- 4.12.4.3. The Senior Installation Chaplain approves all transfers, sales, donations and disposals of CTOF fixed assets. Maintains documentation with the fixed asset listing in the CTOF Continuity File. **(T-3)**.
- 4.12.4.4. If fixed assets are not redistributed to other installation Chaplain Corps or the Senior Installation Chaplain declares the assets excess, unserviceable or beyond repair, then the asset may be sold by sealed bid, donated to a charitable organization, or disposed of by salvaging when sale is not possible. Retain receipt and related documents with the fixed asset listing in the CTOF Continuity File.
- 4.12.4.5. Disposes of holy/special faith items according to the ecclesiastical requirements of the faith group for which they were purchased. Obtains a letter of certification and files it with the fixed asset listing in the CTOF Continuity File. These fixed assets will not be sold for token value or donated, except when approved by MAJCOM-FOA-DRU/HC. **(T-1)**.
- 4.12.4.6. Do not transfer CTOF fixed assets with the chaplain upon a PCS.
- 4.12.4.7. Electronic fixed assets with a cost less than \$1,000.00 may be added to the fixed assets listing for control and accountability purposes.
- 4.12.4.8. May maintain nonexpendable and pilferable items purchased with CTOF valued from \$250.00 to \$999.99 on a locally managed listing for control and accountability purposes.

## Chapter 5

### CTOF GPC PROGRAM

**5.1. General Information.** The General Services Administration (GSA) Federal Supply Service awarded a single schedule contract for Government-wide Commercial Credit Card Service. The contractor (hereinafter referred to as the Bank) provides commercial purchase cards and associated services to AF Chaplain Corps agency/organization components. The Bank provides commercial CTOF GPC and associated services to military members and federal civilian employees to make official purchases. The card is used to pay for official Chaplain Corps expenses in accordance with guidance set forth in this instruction and AFI 64-117, *Air Force Government-Wide Purchase Card (GPC) Program*.

**5.2. General Policies and Procedures.** AFI 64-117 directs guidance of general policies and procedures to include training, Approving Officials (AO) appointment, account set-up, cancellation of GPC accounts, lost or stolen cards, and making GPC purchases.

#### **5.3. GPC Purchases.**

5.3.1. The CTOF GPC is used to make only authorized CTOF purchases. Local store charge cards, gift cards and debit cards are not authorized.

##### 5.3.2. Limits.

5.3.2.1. CTOF GPC is subject to a single purchase limit, a monthly cardholder limit, and an approving official 30-day limit (which encompasses all of the cardholders 30-day limits assigned for any billing cycle). The CCAC initiates the CTOF GPC account via the Bank's automated system subject to the limits requested by the cardholder's organization.

5.3.2.2. Splitting purchases with GPC to circumvent purchase limits is prohibited. A split purchase occurs when a cardholder knowingly splits a requirement into multiple transactions in order to circumvent their authorized dollar thresholds in order to use the GPC. When a known requirement exceeds the micro-purchase limit, it must be procured by check, EFT or by requesting a single-purchase waiver from the CCAC.

##### 5.3.2.3. To obtain a single-purchase waiver:

5.3.2.3.1. The Senior Installation Chaplain must sign a letter requesting a waiver. In the letter, include the program you are funding, justification why the payment cannot be made by check or EFT, the cardholder's name and last 4 of his/her GPC, and date purchase is expect to be made.

5.3.2.3.2. Attach a copy of the approved AF Form 4356 and supporting documentation showing how the total purchase was calculated (e.g., copy of a contract, order form, etc.).

5.3.2.3.3. Submit waiver request at least three duty days prior to anticipated purchase date.

**5.3.3. Cardholders/Users.** Chaplain Corps employees (Active duty Chaplains and Chaplain Assistants and civilians (GS, NAF, and host nation)) are the only authorized users of the CTOF GPC. Address the following requirements in the Appointment Letter:

5.3.3.1. The ratio of total cardholders to approving official will be no more than 7 to 1. **(T-1).**

5.3.3.2. Monthly Cardholder and Single-Purchase Limits. The monthly cardholder limit is the total dollar value of the cardholder's CTOF GPC purchases allowed for any given monthly billing cycle. The monthly cardholder limit shall be set in increments of \$100. The single purchase limit on the card shall not exceed the micro-purchase limit set in AFI 64-117.

**5.3.4. Authorized Use of CTOF GPC.** See [Attachment 2](#).

**5.3.5. Unauthorized Use of CTOF GPC.**

5.3.5.1. Cash advances, money orders, traveler checks, and gift cards/certificates are prohibited.

5.3.5.2. Official Government travel-related purchases. Rental/lease of motor vehicles associated with TDY travel or temporary duty supported by travel orders (purchase of airline, bus, or train tickets); purchase of meals, drinks, lodging, or other travel or subsistence costs associated with government official travel.

5.3.5.3. Rental or lease of land or buildings. Exception: Cardholders may use CTOF GPC to pay for a room and room set-up fee for Chaplain Corps functions.

5.3.5.4. Purchase of hazardous/dangerous items such as explosives, munitions, toxins, and firearms or firearm-related items.

5.3.5.5. Purchase of classified items.

5.3.5.6. Purchase of construction/utility services.

5.3.5.7. Civil engineer materials and real property (installed equipment).

5.3.5.8. Purchase of alcohol.

5.3.5.9. The cardholder is an individual to whom the CTOF GPC is issued and delegated procurement authority as defined under Section 27, Office of Federal Procurement Policy Act. The cardholder CTOF GPC, bears the name of the individual and is used exclusively for the fund for which it is issued.

5.3.5.9.1. Before sending the appointment letter to the CCAC, the CTOF GPC Approving Official, ensures each prospective cardholder receives training as outlined in [Paragraph 5.4.5](#)

5.3.5.9.2. Once the CTOF GPC is issued, cardholders are placed in a position of "public trust" requiring they maintain the highest ethical standards when using the card.

5.3.5.9.3. It is imperative each cardholder use the CTOF GPC to conduct official CTOF business and strictly adhere to CTOF GPC program limitations established by the Bank and applicable internal controls.

5.3.5.10. The use of CTOF GPC for personal purchases is prohibited.

**5.4. Setting Up CTOF GPC Program Accounts.** Senior Installation Chaplains prepares an appointment letter designating cardholders, Account Manager, and/or a primary/alternate Approving Official and ensures completion of DD Form 577, *Name*. Send this letter to the CCAC who processes the letter of appointment to the bank.

5.4.1. **Overseas Use of the CTOF GPC.** Approving Official consults DoDG 4500.54, *Foreign Clearance Guides*, prior to requisitioning action to ensure compliance with host nation requirements and status-of-forces agreements.

5.4.2. **Cardholder Appointment.** The Senior Installation Chaplain, in coordination with the Approving Official, appoints cardholders via a letter of appointment that specifically outlines cardholder responsibilities and monthly limits.

5.4.3. **CCAC.** The Approving Official sends authorization changes to the CCAC who coordinates all cardholder spending limits and subsequent changes with the Bank. Set monetary limits and daily purchase limits on cards to avoid fraud, waste, and abuse.

5.4.4. **Receipt of GPC.** The Bank mails a CTOF GPC to the cardholder after receiving cardholder's account set-up information. When the cardholder receives the CTOF GPC, he/she must immediately activate the card.

5.4.5. **Training.** All persons associated with the CTOF GPC Program must complete initial CTOF GPC training before cards are ordered. Complete refresher training every two years. All documented training certifies CTOF GPC training, and is maintained in the CTOF GPC program file as outlined in **Paragraph 5.11**. Approving Officials are responsible for training cardholders on CTOF procedures and guidelines. Training and refresher training will cover the following areas:

5.4.5.1. The Bank is responsible for training the CCAC. The Bank primarily meets this responsibility by providing guides, web base-training tools, videos, and telephonic assistance.

5.4.5.2. Responsibilities of Cardholders, Account Manager, CCAC, AO, and certifying officials.

5.4.5.3. Guidance from MAJCOM-FOA-DRU and local CTOF GPC.

5.4.5.4. Authorized Use of CTOF (see Paragraph **5.3.4-5.3.5**).

5.4.5.5. Defense Acquisition University (DAU) CLG001, *Initial GPC Training* or CLG004, *Refresher GPC Training*.

5.4.5.6. DAU CLC046, *Green Procurement Online*.

5.4.5.7. DAU CLM003, *Overview of Acquisition Ethics*.

5.4.6. **General Acquisition Procedures.** The following cardholder procedures apply for CTOF GPC usage:

5.4.6.1. Reserved for small business purchases in accordance with Public Law 95-507 (FAR 13.105).

5.4.6.2. Always notify vendor that the purchase is tax exempt.

5.4.6.3. Ensures purchase card fees paid by the merchant are not added to the price of the purchased items.

5.4.6.4. Confirms the vendor agrees to charge the purchase card when the shipment is made so receipt of goods can be certified on the monthly Statement of Account from the Bank.

5.4.6.5. Logs all CTOF GPC purchases on AF Form 4358.

**5.5. Billing Cycle.** The time period, usually 30 days, in which the Bank posts all accumulated merchant charges or credits to cardholder accounts. The billing cycle period for CTOF is from the 20th of each month through the 19th of the following month.

**5.6. Budget Considerations.** The CTOF GPC is subject to a single-purchase limit, monthly cardholder limit, and budgeted monthly limit. The AO and Account Manager must closely monitor monthly individual activity (program) spending limits to ensure the activity does not exceed budgeted expenditures.

**5.7. Lost or Stolen CTOF GPCs.** Cardholders immediately notify the CTOF GPC Approving Official and the Bank upon discovering their CTOF GPC has been lost or stolen to avoid CTOF liability. In the event a cardholder's CTOF GPC has been lost or stolen, the AO will complete and send a report to the CCAC and bank identifying the following: **(T-1)**.

5.7.1. Card Number.

5.7.2. Card name as it appears on the card.

5.7.3. Date and location of the loss or theft.

5.7.4. Date theft was reported to the law enforcement.

5.7.5. Date the Bank was notified by the cardholder.

5.7.6. Itemized listing of purchases made on the day the card was stolen.

**5.8. CTOF GPC Purchases.** The cardholder:

5.8.1. Submits an AF Form 4356 to the Account Manager and Approving Official for approval.

5.8.2. Completes the AF Form 4358 columns a – e at the time of request.

5.8.3. Makes the purchase and completes AF Form 4358 columns f – j.

5.8.4. Maintains AF Form 4356, itemized receipts and supporting documentation in the cardholder's CTOF GPC File as a single PDF.

**5.9. CTOF GPC Reconciliation Process, Individual Cardholder Statement.**

5.9.1. Accesses the monthly statement online and prints it out not later than the 25th of the month.

5.9.2. Reconciles transactions by matching statement charges with the AF Form 4356 and AF Form 4358, and itemized purchases receipts.

5.9.3. Signs the individual statement indicating approval.

5.9.4. Files the monthly cardholder statement, AF Form 4356, AF Form 4358, itemized receipts, and supporting documentation in the cardholder's CTOF GPC File.

5.9.5. Forwards a copy of the completed AF Form 4358 to the Approving Official not later than the 25th of each month.

**5.10. CTOF Credit Card Reconciliation Process, Master Account Statement.** The approving official:

5.10.1. Accesses the monthly Master Account Statement online and prints it out no later than the 25th of each month.

5.10.2. Reviews individual cardholder's AF Form 4358 and matches transactions with the Master Account Statement.

5.10.3. Signs the Master Account Statement indicating approval.

5.10.4. Signs each individual cardholder's AF Form 4358 and forwards with the Master Account Statement to the CCAC no later than the last business day of the month.

5.10.5. Files a copy of the Master Account Statement electronically in the CTOF GPC Approving Official File.

**5.11. CTOF GPC Documentation and Disposition Instructions.**

**5.11.1. CTOF GPC Approving Official File.**

5.11.1.1. **Disposition Instructions.** Use electronic filing and maintain by fiscal year. Maintain the Master Account GPC Statement, certified by the Approving Official, with supporting certified AF Form 4358s sent to CCAC for payment as a single PDF with a file name to include month and fiscal year. After fiscal year closeout, properly maintain files according to records management requirements.

5.11.1.2. **Contents.** Approving Officials ensure the CTOF GPC Approving Official File contains the following items:

5.11.1.2.1. **Section 1** - Approving Official appointment letter and training documentation.

5.11.1.2.2. **Section 2** - Monthly Copy of the Master GPC Statement, certified by Approving Official, with supporting certified AF Forms 4358 sent to CCAC for payment.

**5.11.2. CTOF GTC Files.**

5.11.2.1. **Disposition Instructions.** Use electronic filing for individual credit card files. Maintain each transaction (AF Form 4356, receipts, and support documentation) as a single PDF with a file name to include vendor name, transaction, date, and purchase amount. After fiscal year closeout, properly maintain files according to records management requirements.

5.11.2.2. **Contents.** CTOF Credit Card Files contain the following items:

5.11.2.2.1. **Section 1** – Credit Card User Statement and Other Training Documentation.

5.11.2.2.2. **Section 2** – Current month's AF Form 4356, receipts, and AF Form 4358.

5.11.2.2.3. **Section 3** – Monthly or Quarterly folders containing AF Form 4356, receipts, approved AF Form 4358, and signed Cardholder monthly statements.

**5.12. Terminating Accounts.** The Approving Official is responsible for terminating accounts upon reassignment, separation, or retirement of cardholders and destroying all purchase cards. The Approving Official sends a new CTOF GPC appointment letter, approved by the Senior Installation Chaplain, to the CCAC for processing. Terminates accounts not later than 45 days prior to departure of the cardholder to allow for all transactions to clear and to ensure the account is properly reconciled. Retain all CTOF GPC account termination documents IAW records management requirements.

**5.13. CTOF GPC Disputes/Point of Contact.** Resolve disputed purchase items between the cardholder, vendor, and the Bank. Problems with the Statement of Account (SOA) usually fall into one of the categories listed on the Cardholder Statement of Questioned Item (CSQI) form. In most cases, cardholders are able to resolve problems by contacting the vendor. If problems cannot be resolved with the vendor within 45 days of the charge appearing on the cardholder's statement, the cardholder must submit a CSQI form to the Bank. The Bank allows up to 60 days to submit a CSQI. For certain problems, cardholders should delay submission of a CSQI until they receive the next month's SOA. Other problems may dictate immediate submission of a CSQI. Notify the CCAC when purchases, credits, and billing errors with the Bank are identified.

**5.14. CTOF GTC Violations.**

5.14.1. Resolve violation of CTOF GPC procedures in accordance with AFI 64-117.

5.14.2. Conducting surveillances is one of the cornerstones of a strong, viable Chaplain Corps program. Document all CTOF GPC violations during the monthly assessment process. Complete cardholder account reviews monthly. Use CTOF GPC statements and itemized vendor receipts to identify potentially fraudulent or inappropriate transactions.

5.14.3. Suspend accounts not paid in full by the 10th calendar day of the month until paid. Purchase card accounts not properly reviewed and reconciled within 60 days are automatically suspended in accordance with DoD policy.

5.14.4. Immediately report a cardholder to the Senior Installation Chaplain who violates the trust invested in him/her and commits fraud, waste, and abuse using the CTOF GPC. The Senior Installation Chaplain consults with the Staff Judge Advocate for appropriate action in accordance with the Uniform Code of Military Justice or civilian disciplinary rules. Repeated violations of CTOF GPC procedures by an individual cardholder or Approving Official shall result in immediate termination of CTOF GPC privileges.

## Chapter 6

### CTOF CONTRACTS

**6.1. General Information.** CTOF non-personal service contracts are used to support Chaplain Corps programs. Fund contracts from either APF or CTOF in accordance with [Attachment 2](#).

**6.2. Funding Guidance.** Use CTOF non-personal service contracts for indirect mission requirements. Fund direct mission requirements via APF. Use CTOF non-personal service contracts to satisfy indirect mission requirements and, as such, do not affect Air Force manpower and are exempt from Air Force Manpower review.

#### **6.3. Contract Types.**

**6.3.1. Personal Service Contracts.** Do not use CTOF to award personal service contracts. A personal services contract is characterized by an actual (or apparent) employer-employee relationship created between the government and the contractor. Each contract arrangement must be judged in the light of its own facts and circumstances. Consider the IRS Twenty Common Law Factors in [Attachment 14](#) to determine whether an employer-employee relationship will result from the contract. **(T-0)**.

**6.3.2. Non-personal Service Contracts.** A non-personal service contract is where the personnel rendering the services are not subject, either by the contract's terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the government and its employees. **(T-0)**.

#### **6.4. Contractor and Contracting Officer Relationships.**

**6.4.1.** The CTOF Contracting Officer has no direct supervisory authority over the contractor or control over the manner in which the contractor performs the service.

**6.4.2.** Does not provide day-to-day supervision. Contractors are not included in staff meetings, advisory council meetings, or training sessions unless specified in their statement of work (SOW). If specified, reimbursement for attendance is authorized. This limitation is to preclude an employer-employee relationship (i.e. by referring to, or including them as "staff members," the appearance of an employer-employee relationship exists).

**6.4.3.** The contractor is responsible for the complete end product or service.

**6.4.4.** The contractor is not paid an hourly rate, unless specified in the SOW. The contractor is paid to perform a regular service. Therefore, neither man-hours nor compensatory time-off is authorized.

**6.4.5.** The CTOF Contracting Officer monitors and inspects the contractor's work. The CTOF Contracting Officer provides written notification to the contractor of all compliance deviations from the requirements of the SOW.

**6.4.6.** The contractor may be reasonably required to coordinate activities with the individual responsible for programs.

#### **6.5. Preliminary CTOF Contract Procedures.**

**6.5.1. Senior Installation Chaplain Contract Determination.**

6.5.1.1. The Senior Installation Chaplain determines if the proposed contract and the use of CTOF is appropriate. The Senior Installation Chaplain's contract determination is made in writing using a memorandum for record, and maintains it in the contract file in section 10. **(T-1)**.

6.5.1.2. The Senior Installation Chaplain appoints, in writing, a CTOF Contracting Officer to administer the contract on behalf of the fund. **(T-1)**.

6.5.1.2.1. The CTOF Contracting Officer must have the training and education to adequately evaluate the quality of the deliverables provided by the contract. For contracts that provide religious services, the Contracting Officer must be a Chaplain or GS civilian clergy. **(T-3)**.

6.5.1.2.2. Prior to appointment, the CTOF Contracting Officer must complete Defense Acquisition University (DAU) courses CLC 222, *Contracting Officer Representative Online Training* and CLM 003, *Overview of Acquisition Ethics*. **(T-1)**.

6.5.1.3. The Senior Installation Chaplain, in consultation with the CTOF Contracting Officer, establishes in writing a maximum funding limit for acceptable bids. **(T-1)**. The maximum funding limit is based on the life of the contract not to exceed three years. The CTOF Contracting Officer keeps this document privately until the bidding process is complete and then maintains it in the contract file in Section 9.

**6.5.2. Contract Document Preparation.** The CTOF Contracting Officer prepares contract documents.

6.5.2.1. **Request for Proposal.** See [Attachment 10](#).

6.5.2.2. **Basis for Award.** See [Attachment 12](#) or [Attachment 13](#).

6.5.2.3. **CTOF General Provisions Memorandum.** See [Attachment 14](#). For contracts with religious entities, pursuant to FAR 22.810, ensure that FAR 52.222-26clause (b)(2) is included. **(T-0)**.

6.5.2.4. **Statement of Work.** The performance standards for monitoring and inspecting the contractor's service are based on the SOW. Carefully write the standards to minimize implications of supervision and to concentrate on specified end results as criteria, as well as professional qualifications excellence.

6.5.2.4.1. Before writing the SOW, determine whether the requirement is ecumenical, inter-faith, or faith-group specific. When hiring a contractor to perform duties of an ecumenical or inter-faith nature, clearly define ecumenical and interfaith terms in the SOW. Coordinate all SOWs with the Senior RST and with all Lead Faith Group Chaplains concerned. Maintain the coordination and final SOW in the contract file section 3.

6.5.2.4.2. The environment in which this contract is implemented is a religiously pluralistic and sensitive arena of numerous faith groups and denominational traditions. The contractor accomplishes the terms of the contract in compliance with the mission requirements and standards set forth and defined by the Department of the Air Force and the Air Force Chaplain Corps. Activities and behavior to the contrary are viewed as grounds for contract termination.

6.5.2.4.3. Prepare a SOW prior to initiating any contracting procedures. Do not include a rate of pay or reference maximum funding limits in the SOW. At a minimum, include the following in the SOW:

6.5.2.4.3.1. Description or scope of responsibilities.

6.5.2.4.3.2. Minimum program requirements.

6.5.2.4.3.3. Dates, times, and performance location(s).

6.5.2.4.3.4. Minimum standards of education, qualification, and experience.

6.5.2.4.3.5. List of organization furnished workspace, supplies, and equipment.

6.5.2.4.3.6. Due date and need for bonds, insurance, or both, if applicable.

6.5.2.4.3.7. Provisions or procedures required by regulations to ensure compliance.

6.5.2.4.3.8. Procedures for subcontracting during periods of absence. All subcontractors must meet the same qualifications as the contractor and be approved as suitable by the CTOF Contracting Officer.

6.5.2.4.3.9. Requirement for contractor background checks for positions involving contact with children below 18 years age, as directed by DoDI 1402.5, *Criminal History Background Checks on Individuals in Child Care Services* and AFI 52-101.

6.5.2.4.3.10. Include the following mandatory statements in the SOW:

6.5.2.4.3.10.1. "The CTOF Contracting Officer will monitor and inspect the contractor's performance. The contractor will be notified in writing of any and all noncompliance, and will be given an opportunity to correct, if possible, nonconforming work. The contractor will be given an opportunity to respond in writing to any notice of noncompliance."

6.5.2.4.3.10.2. "The contractor is accountable for security and cleanliness of all facilities utilized in conjunction with their programs."

6.5.2.4.3.10.3. "The contractor will coordinate all support requirements with the CTOF Contracting Officer."

6.5.2.4.3.10.4. "Dispute Clause. Any grievance by the Contractor should be resolved at the lowest level. The chain of command is as follows: CTOF Contracting Officer then the Senior Installation Chaplain. If grievance cannot be resolved at these levels, the Contractor will follow guidance in Attachment 3, CTOF General Provisions Memorandum."

6.5.2.4.3.10.5. As appropriate, "The contractor will, in consultation with the CTOF Contracting Officer, develop an annual calendar of events, CTOF budget, and appropriated fund budget. This information is submitted as required by local Chaplain Corps operating procedures."

6.5.2.4.3.10.6. As appropriate, "Conference and Training Fees. Chaplain Corps directed conferences or training, to include travel expenses, may be

funded by CTOF, contingent upon availability of funds and approval by the Senior Installation Chaplain.”

6.5.2.4.3.10.7. If the Fund determines options or renewals are necessary, insert the following clause in the SOW: “The Fund may extend this contract for an additional 12 months by issuing written notice to the contractor within 30 days of contract expiration. The written notice does not commit the Fund to an extension. If the Fund exercises the option, the extended contract is considered to include this option provision and at the applicable prices set forth in the original request for proposal.”

6.5.2.5. **CTOF Contract.** Use the attached contract format as a starting point for CTOF non-personal service contracts (**Attachment 9**). The CTOF Contracting Officer numbers the contract to identify the base, fund, fiscal year, and numeric sequence within the year (e.g. Base PCTOF 14-2 or Base CCTOF 14-2). Maintain this number for the life of the contract (basic period and option periods, if any).

6.5.3. **Clauses and Certifications.** Contracts, orders, and agreements funded exclusively with CTOF shall contain only those clauses and certifications required for the purpose of complying with Federal law, DoD requirements, and protecting the interests of the CTOF. At a minimum the contract must include the CTOF General Provisions memorandum (**Attachment 15**). Maintain a copy of the CTOF General Provisions memorandum in the contract file section 1.

6.5.4. **Legal Review.** Submit the proposed contract, SOW, request for proposal, basis of award, and General Provisions Memorandum to the Staff Judge Advocate office for a written legal review. The proposed contract will not contain the name or the amount at this time. After obtaining a finding of procedural and legal sufficiency from the Staff Judge Advocate office, the contract position may be advertised. Maintain the written legal review in the contract file in section 2. At a minimum, the legal review will determine:

6.5.4.1. If CTOF contracting actions comply with this instruction.

6.5.4.2. If the proposed contract ratification is legally sufficient.

6.5.4.3. If the proposed contract dispute resolution is legally supportable.

6.5.4.4. The legal sufficiency of proposed contracting actions including novation agreements and any proposed termination action.

**6.6. CTOF Contract Position Advertisement.** The CTOF Contracting Officer is responsible for all advertising of positions open for bid. Advertises the position in the local base media (e.g. base bulletin, base newspaper, social media, Airmen and Family Readiness Center and worship bulletins) for at least 2 weeks. Advertising in local off-base newspapers and websites is highly encouraged. Maintain copies of all advertisements in the contract file in section 4. The advertisement will include:

6.6.1. Contract position title.

6.6.2. Basic specifications or qualifications.

6.6.3. Whether a demonstration of skills is required.

6.6.4. Where to obtain a copy of bid documents.

6.6.5. The Contract Officer's contact information for submitting bids.

6.6.6. Submission and demonstration due date.

6.6.7. Basis of Award by which the individual is selected, i.e. Lowest Bid or Best Value. **NOTE:** Specific details on the selection process is in the Basis of Award document. (**Attachments 11 and 12**).

6.6.8. Requirement for contractor background check(s) for position(s) involving contact with children below 18 years age, as directed by DoDI 1402.5.

6.6.9. Any other relevant information.

**6.7. Interview Procedures for CTOF Contracts.** The CTOF Contracting Officer ensures the following actions are performed:

6.7.1. Provides each qualified bidder with the following:

6.7.1.1. A SOW (**Attachment 8**).

6.7.1.2. Basis for Award (**Attachment 12** or **Attachment 13**).

6.7.1.3. CTOF General Provisions Memorandum (**Attachment 15**).

6.7.1.4. Price Sheet (**Attachment 11**).

6.7.1.5. Request for Proposal (**Attachment 10**).

6.7.2. Informs bidders on selection process procedures. If a bidder is disqualified because the bidder does not meet the position qualifications, this action must be based on criteria presented in the SOW.

6.7.3. Schedules and conducts interviews with bidders responding to the advertisement as applicable. If special skills are required, such as a vocalist or pianist, a demonstration of skills is warranted. The CTOF Contracting Officer may have a specialist attend the performance portion of the interview.

6.7.4. Requests a resume and sealed bid from each qualified bidder by a specific date and time.

6.7.5. Informs bidders of the date, time, and place of bid opening.

6.7.6. Date and time stamps each bid upon receipt.

6.7.7. Maintains all interview documentation and score sheets in the contract file in section 7.

**6.8. Bid Opening.**

6.8.1. Bid openings are open to the public, held in a location readily accessible to the public, and commence at the stated time. If held on base, all bidders must be afforded escort to the bid opening location. (Note: If the CTOF Contracting Officer decides to change the time or place of the bid opening, he/she must inform all bidders of the change; however, in no case will the bid opening predate the advertised final date for bid submission).

6.8.2. Once the deadline for submission of bids arrives, do not accept further bids.

6.8.3. The CTOF Contracting Officer convenes a three-member panel to include: the Contracting Officer, Deputy Senior Installation Chaplain or designee, and one other government employee to perform the selection process as outlined in the Basis for Award document. An additional non-voting government employee serves as the Recorder and will record the proceedings and bids in a memorandum. Maintains this memorandum in the contract file.

6.8.4. The CTOF Contracting Officer opens and reads aloud each sealed bid as outlined in the Basis for Award document. Sealed bids are not opened when bidders are determined to be unqualified.

6.8.5. After the selection and recording process is complete, the Recorder prepares a bid opening proceedings memorandum. Maintains the memorandum in the contract file in section 8. At a minimum, bid opening proceedings memorandum include:

6.8.5.1. Date and time of opening.

6.8.5.2. Contract position title.

6.8.5.3. Name of each bidder and bid.

6.8.5.4. Signatures of CTOF Contracting Officer and Recorder with the following certification: "I hereby certify that the above is an accurate list of bids accepted, opened, and read at this bid opening."

6.8.5.5. Selection of recommended bidder.

6.8.5.6. Signature of Senior Installation Chaplain for approval or disapproval.

6.8.6. The CTOF Contracting Officer presents the certified bid opening proceedings memorandum with a recommendation for contract award to the Senior Installation Chaplain for approval or disapproval, and briefs Faith Group Advisory Councils, as appropriate. Maintain the bid opening proceedings memorandum in the contract file. The Senior Installation Chaplain's disapproval of the panel's selection must be substantiated in writing with a disapproval justification. The next qualified bidder is then presented for approval.

6.8.7. After Senior Installation Chaplain approval, the CTOF Contracting Officer must notify all bidders of the results. The notice includes the name of the successful bidder.

6.8.8. Equal low bids (Lowest Bid Basis of Award). In the event of two equally low bids, award is made through drawing by lot, limited to the tied bidders. Time permitting; the bidders involved are given an opportunity to attend the drawing. The drawing is witnessed by at least two persons. The contract file contains the names of the witnesses. Document and maintain the results of the drawing in the contract file.

6.8.9. In the event there is only one bidder, but they exceed the maximum funding limit, advertise the contract position for an additional two weeks. The CTOF Contracting Officer notifies the bidder in writing of overbid and asks the bidder to resubmit. Following the additional advertisement, if there are still no additional bidders and the original bidder still exceeds the maximum funding limit, the Senior Installation Chaplain and the CTOF Contracting Officer may adjust the maximum funding limit if feasible. Document and maintain these actions in the contract file in section 8.

6.8.10. When determining the award of a contract, consider the total bid (the basic one year contract and increases for the two one-year option periods, if any) to ensure it does not exceed the maximum funding limit.

**6.9. Conflict of Interest.** Follow all restrictions as stated in DoDD 5500.7-R, Joint *Ethics Regulation*, and FAR 37.104. Do not consider members or relatives of persons in the supervisory chain, or those who could be construed to have conflicts of interest (e.g. Commanders, Chaplain Corps employees (Chaplains, Chaplain Assistants, and civilians (GS, NAF, and host nation)), and their dependents. Senior Installation Commanders, in consultation with JA may waive the restriction for CTOF contracts when advertising efforts fail to produce permissible qualified bidders. To obtain a waiver for a CTOF contract, the installation must submit copies of all advertising and a statement, signed by the Senior Installation Chaplain, to Senior Installation Commander. The statement should state, "*No qualified bid(s) were received.*"

**6.10. CTOF Contract File.** Includes the following items:

- 6.10.1. **Section 1** - Signed CTOF Contract, renewal options, and CTOF General Provisions Memorandum.
- 6.10.2. **Section 2** - Legal review(s).
- 6.10.3. **Section 3** - Statement of Work.
- 6.10.4. **Section 4** – Advertisements.
- 6.10.5. **Section 5** - Request for Proposal and Price Sheet.
- 6.10.6. **Section 6** - Basis for Award memorandum.
- 6.10.7. **Section 7** - Interview documentation and score sheets.
- 6.10.8. **Section 8** - Bid opening documentation to include non-selected bidders resume and Request for Proposal.
- 6.10.9. **Section 9** - Maximum Funding Limit Memorandum.
- 6.10.10. **Section 10** - Senior Installation Chaplain's Contract Determination Memo.
- 6.10.11. **Section 11**- Any other documents pertaining to the contract.

**6.11. CTOF Contract Administration.**

- 6.11.1. Award CTOF non-personal service contracts for a one-year period, and can be extended for an additional one-year option- up to two times for a total of three years. Repeat the entire bidding and award process after the third year.
- 6.11.2. The CTOF Contracting Officer makes two copies of the final contract containing the name of the selected bidder and the amount of the bid. All required parties sign the contract in duplicate.
- 6.11.3. Provides one copy of the following to the contractor:
  - 6.11.3.1. Signed contract.
  - 6.11.3.2. SOW.
  - 6.11.3.3. General Provisions Memorandum.

6.11.4. Maintains the CTOF contact file as outlined in **Paragraph 6.10**

6.11.5. At the end of the first year term, the CTOF Contracting Officer may renew the contract by exercising the option for a one-year term, up to a maximum period of three years for the life of the contract. Maintain signed renewal options in the contract file in section 1.

6.11.6. The CTOF Contracting Officer and contractor modifications to the scope of the contract (description of work, dates, times, locations, or number of services) will be in writing and signed by both parties. Modifications which increase the total amount paid or allowed for added services are permitted only if the unit cost per service remains the same. Negotiate a new contract for any change to the rate of payment.

6.11.7. Coordinate all contract modifications with the legal office.

6.11.8. File Terminated/Expired contracts with the final payment invoice IAW AFI 33-322, *Records Management Program*. At termination/expiration of a contract, scan the entire contract file and send it to the CCAC with the final AF Form 4357.

6.11.9. CTOF Payment for Contract Service. Payment of CTOF non-personal service contracts is made within 30 days after performance of service. Submit an AF Form 4357 for all contractor payments. CCAC makes contractor payments by EFT.

HOWARD D. STENDAHL  
Chaplain, Major General, USAF  
Chief of Chaplains

**Attachment 1****GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION***References*

- 5 CFR § 2635**, *Standards of Ethical Conduct for Employees of the Executive Branch*
- GAO/AIMD 00-21.3.1**, *Standards for Internal Control in the Federal Government*, 1 November 1999
- FAR 22.810**, *Solicitation Provisions and Contract Clauses*
- FAR 29.302**, *Application of State and Local Taxes to the Government*
- FAR 52.222-26**, *Equal Opportunity*, clause (b)(2)
- DoD 7000.14-R**, Volume 5, Chapter 34, *DoD Financial Management Regulation*
- DoDI 1015.15**, *Establishment, Management, and Control of Nonappropriated Fund Instrumentalities and Financial Management of Supporting Resources*, 20 March 2008
- DoDI 1100.21**, *Voluntary Services in the Department of Defense*, 11 March 2002
- DoDI 1342.22**, *Military Family Readiness*, 3 July 2012
- DoDI 1344.07**, *Personal Commercial Solicitations on DoD Installations*, 30 March 2006
- DoDI 1402.5**, *Criminal History Background Checks on Individuals in Child Care Services*, 19 January 1993
- DoDI 4105.67**, *Nonappropriated Fund (NAF) Procurement Policy and Procedure*, 26 February 2014
- DoDI 5010.40**, *Managers' Internal Control Program Procedures*, 30 May 2013
- DoDD 5500.07R**, *Joint Ethics Regulation*, 17 November 2011
- DoDG 4500.54**, *Foreign Clearance Guides*, 28 December 2009
- AFPD 38-2**, *Manpower and Organization*, 5 February 2013
- AFPD 52-1**, *Chaplain Corps*, 19 December 2013
- AFI 24-301**, *Vehicle Operations*, 17 August 2012
- AFI 33-322**, *Records Management Program*, 4 June 2012
- AFI 33-360**, *Publications and Forms Management*, 25 September 2013
- AFI 34-223**, *Private Organization (PO) Program*, 4 April 2011
- AFI 36-2903**, *Dress and Personnel Appearance*, 17 January 2014
- AFI 36-3101**, *Fundraising within the Air Force*, 12 July 2012
- AFI 36-3108**, *Memorialization Program and Ceremonies*, 31 August 2011
- AFI 38-201**, *Management of Manpower Requirements and Authorizations*, 30 January 2014
- AFI 38-204**, *Programming USAF Manpower*, 1 August 1999

**AFI 52-101**, *Planning and Organizing*, 5 December 2013

**AFI 52-104**, *Chaplain Corps Readiness*, 4 September 2013

**AFI 64-117**, *Air Force Government Wide Purchase Card (GPC) Program*, 20 September 2011

**AFI 65-601V1**, *Budget Guidance and Procedures*, 16 August 2012

**AFI 65-601V2**, *Budget Management for Operations*, 18 May 2012

**AFMAN 32-1084**, *Facility Requirements*, 20 April 2012

**AFMAN 33-363**, *Management of Records*, 28 May 2014

**AFMS105A**, *Wing/Installation Chaplain Air Force Manpower Standard*, 3 November 2013

**AFDG**, *Religious Facilities Design Guide*, September 2000

***Prescribed Forms.***

**AF Form 4356**, *Chapel Tithes and Offerings Fund (CTOF) Purchase Request*

**AF Form 4357**, *Chapel Tithes and Offerings Fund (CTOF) Statement of Contract Services*

**AF Form 4358**, *Chapel Tithes and Offerings Fund (CTOF) Government Purchase Card (GPC) Log*

**AF Form 4359**, *Chapel Tithes and Offerings Fund (CTOF) Deposit Reconciliation Report*

**AF Form 4360**, *Chapel Tithes and Offerings Fund (CTOF) Electronic Funds Transfer (EFT)*

**AF Form 4361**, *Chapel Tithes and Offerings Fund (CTOF) Receipt*

**AF Form 4362**, *Chapel Tithes and Offerings Fund (CTOF) Project Officer Report*

**AF Form 4365**, *Chapel Tithes and Offerings Fund (CTOF) Donation Log*

**AF Form 4409**, *Chapel Tithes and Offerings Fund Self-Assessment Checklist*

**AF Form 4410**, *Chapel Tithes and Offerings Fund (CTOF) Offering/Donation Certificate*

***Adopted Forms.***

**AF Form 1297**, *Temporary Issue Receipt*

**Internal Revenue Service Form 1096**, *Annual Summary and Transmittal of U.S. Information Returns*

**Internal Revenue Service Form 1099-MISC**, *Miscellaneous Income*

**Standard Form 1086**, *Tax Exemption*

**IRS Form W9**, *Request for Taxpayer Identification Number and Certification*

***Abbreviations and Acronyms.***

**AEF**—Air Expeditionary Force

**AF**—Air Force

**AF COLS**—Air Force Common Output Level Standards

**AFCCARS**—Air Force Chaplain Corps Activity Reporting System

**AFAA**—Air Force Audit Agency  
**AFD**—Air Force Doctrine  
**AFI**—Air Force Instruction  
**AFMS**—Air Force Manpower Standard  
**AMP**—Annual Ministry Plan  
**AO**—Approving Official  
**APC**—Agency Program Coordinator  
**APF**—Appropriated Funds  
**CCAC**—Chaplain Corps Accounting Center  
**CCFWG**—Chaplain Corps Financial Working Group  
**CONUS**—Continental United States  
**CSQI**—Cardholder Statement of Questioned Item  
**CTOF**—Chapel Tithes and Offerings Fund  
**DoD**—Department of Defense  
**DoDI**—Department of Defense Instruction  
**DoDG**—Department of Defense Guide  
**DRU**—Direct Reporting Unit  
**DTS**—Defense Travel System  
**EFT**—Electronic Funds Transfer  
**ERM**—Electronic Records Management  
**FAR**—Federal Acquisition Regulation  
**FM**—Financial Management  
**FMFIA**—Federal Managers’ Financial Integrity Act  
**FOA**—Field Operating Agency  
**FVM**—Functional Validation Memorandum  
**FX**—Foreign Exchange  
**FY**—Fiscal Year  
**GPC**—Government Purchase Card  
**GSA**—General Services Administration  
**GS**—Government Schedule  
**IAW**—In Accordance With  
**IRS**—Internal Revenue Service

**JA**—Judge Advocate  
**JTR**—Joint Travel Regulation  
**MAJCOM**—Major Command  
**MICT**—Management Internal Control Toolset  
**MPT**—Ministry Planning Tool  
**MWR**—Morale, Welfare and Recreation  
**NAF**—Non-Appropriated Funds  
**NAFI**—Non-Appropriated Funds Instrumentality  
**NCOIC**—Noncommissioned Officer in Charge  
**OCONUS**—Outside Continental U.S.  
**ODTA**—Organization Defense Travel Administrator  
**OI**—Operating Instruction  
**PA**—Public Address  
**PTDY**—Permissive Temporary Duty  
**RST**—Religious Support Team  
**Senior RST**—Senior Religious Support Team  
**SqFWC**—Squadron Focused Warrior Care  
**SOA**—Statement of Account  
**SOW**—Statement of Work  
**TDY**—Temporary Duty

### *Terms*

**Account Manager**— An individual(s) appointed to manage base chapel CTOF. They serve as the liaison between the base and the Chaplain Corps Accounting Centers.

**Annual Ministry Plan**—A document approved by the supported Commander (typically a Installation Commander) that projects resource expenditures, calendars of events, APF, and CTOF budgets.

**Appropriations**—Statutory authority to incur obligations and to make payments out of the U.S. Treasury for specified purposes. For purposes of the Antideficiency Act Sections 1341 and 1517 of 31 U.S.C.), "appropriations" is defined as appropriations, funds, and authority to create obligations in advance of appropriations or any other authority making funds available for obligation or expenditure. (See "Contract Authority" and "Continuing Resolution" in the FMR)

**Approving Officials**—Person responsible for the oversight of one or more cardholders. Must review and approve each cardholder's monthly reconciliation of the SOA.

**Authorization**—The process of verifying a purchase being made is within the established cardholder limits. The merchant receives authorization at the point of sale through the bank verification of the purchase card.

**Billing Account (BA)**—Account established with the bank for receipt and payment of the official billing statement. This account was previously referred to as the Approving Official Account. The CTOF GPC Program requires one Approving Official per CTOF account.

**Billing Cycle**—The period of time, usually 30 days, in which the bank posts all accumulated merchant charges or credits to cardholder accounts. The billing cycle period for the AF is from the 20th of each month through the 19th of the following month.

**Chaplain Corps Accounting Centers**—Located at Randolph AFB TX (CONUS). Centers conduct day-to-day accounting requirements for the AF Chaplain Corps and local Chaplain Corps communities.

**Chaplain Corps Financial Working Group**—Group that advises the Senior Installation Chaplain in the development of a comprehensive Ministry Plan, which includes both the Appropriated Fund and the CTOF Budget.

**Chapel Tithes and Offerings Fund**—Cash and other assets received within AF religious communities as a result of stewardship opportunities. They are free-will gifts given as an expression of faith. CTOF are government funds used for the collective benefit of military personnel, their dependents, and authorized civilians who generate them.

**Contingency Ministry**—Costs associated with Chaplain Corps readiness and emergency response activities located at a Main Operating Base or Geographically Separated Unit.

**CTOF GPC Cardholder**—Person to whom a CTOF GPC is issued for purposes of making purchases on behalf of his/her assigned CTOF activity.

**Denomination**—A particular religious body, with a specific name, organization, etc.

**Dispute Office**—The Account Manager or other individual designated by the Senior Installation Chaplain to assist cardholders in tracking and resolving disputed purchases/transactions with vendors and the bank.

**Ecumenical**—Concerning the Christian faith group as a whole.

**Electronic Funds Transfer (EFT)**—A process used to transfer payments of funds electronically. EFT is faster and more secure method of transferring funds versus using checks.

**Faith Group**—Body of people responsible for supporting a specific faith group doctrine. Follow guidance in AFI 52-101.

**Faith Group Required**—Worship, programs, equipment and supplies that have been determined as required by a religious organization/appointed endorser.

**Families**—Authorized dependents entitled to military benefits.

**Functional Validation Memorandum**—The memorandum authored by the MAJCOM-FOA-DRU Senior RST, provided to the tactical Senior RST, stating concurrence for presentation of an AMP to the supported Commander, or if required, itemizing recommendations for AMP adjustment and resubmission for functional validation.

**General Account**—Used for interfaith services, programs, and community relation activities.

**Interfaith**—Program involving persons adhering to different religions (major faith groups).

**Merchant Category Classification (MCC) Code**—A code the Bank uses to categorize each merchant according to the type of business and the kinds of goods and services provided. The letters A-U in the Merchant Category Code Table in the Agency/Organization Program Guide the bank provides MCC codes. The APC groups together one or more of the 21 MCC codes to create a four-digit Merchant Activity Type (MAT) code. The MAT code controls the type of merchants available to the cardholder for purchases related to the Chaplain Corps. The MAT code is encrypted on the magnetic strip of the purchase card and is a part of the purchase authorization process at the point-of-sale.

**Novation Agreement**—Agreement of parties to a contract to substitute a new contract for the old one. It extinguishes (cancels) the old agreement. A novation is often used when the parties find that payments or performance cannot be made under the terms of the original agreements, or the debtor will be forced to default or go into bankruptcy unless the debt is restructured. While voluntary, a novation is often the only way any fund can be paid.

**Program Leaders**—Program leaders are lay volunteer, chaplains, or chaplain assistants, GS civilian, NAF civilians, or contractors responsible for managing a specific religious program under Chaplain supervision or Contractors selected to provide a specific service in support of Chaplain Corps religious programs. Examples include Youth Ministry Coordinator, Religious Education Coordinator, National Prayer Breakfast Project Chaplain, and PWOC Lay Leader.

**Public Relations**—Costs associated with Chaplain Corps publicity and public relations activities with the military community.

**Purchase Card Contractor**—The financial institution (Bank) under GSA contract providing purchase card services to the Federal Government. The contractor herein referred to as the Bank, maintains all GPC accounts; issues purchase cards to cardholders; sends monthly statements to cardholders, billing officials, and Approving Officials (Account Manager); pays merchants in a timely manner; and receives payment from the NAF AO or other AF disbursing offices.

**Ratification**—Confirmation of an action which was not pre-approved and may not have been authorized, usually by a principal (employer) who adopts the act of his/her agent (employee)

**Religious Education**—Instruction and education programs in the principles of a particular religious faith. This instruction can include anyone of any age within the faith group.

**Religious Entities**—Religious corporations, associations, educational institutions, or societies.

**Single Purchase Limit**—The maximum amount authorized by a delegation of authority from the APC for a single purchase card transaction. This limit cannot be exceeded unless a revised delegation of authority raising the limit is requested by an APC and subsequently approved, signed, and issued to the cardholder by the Approving Official. A "single purchase" is the total amount of the transaction and may include multiple items.

**Statement of Account**—A monthly listing of all purchases made by the cardholder and all credits returned by the Bank during the previous billing cycle. The statement appears on the Bank's web-based, electronic access system.

## Attachment 2

## DIRECT AND INDIRECT MISSION REQUIREMENTS

Items	Requirements	Authorized Uses	Direct Mission Requirements (APF)	Indirect Mission Requirements (CTOF)
<b>Religious Rites and Practices</b>				
1.	Religious Education Programs and Events	Faith group required religious education curriculum, equipment and supplies (see note 1 and 2)	X	
		Faith group non-required religious education curriculum, equipment, supplies, and food (see note 1 and 2)		X
2.	Contracts (Clergy)	Clergy supporting installation religious rites and practices (see note 3)	X	
3.	Contracts (Non-Clergy)	<b>Religious Rites and Practices Support:</b>		
		Music Director (one per worship service) (see note 4)	X	
		Musician (one per worship service) (see note 4)	X	
		Music directors and musician contracts that exceed the direct mission requirements		X
		<b>Religious Education Support:</b>		
		Religious Education Coordinators (one per faith group per installation) (see note 5)	X	
		Youth Coordinators (one per faith group per installation) (see note 5)	X	
		Contracts that exceed the direct mission requirements (e.g. Children's Church, Parish, Community, Account Manager, etc.)		X
4.	Honoraria and Speaking Fees	Honoraria and speaking fees for direct mission programs and event (e.g. non-contracted clergy assistance)	X	

Items	Requirements	Authorized Uses	Direct Mission Requirements (APF)	Indirect Mission Requirements (CTOF)
		Honoraria and speaking fees for indirect mission programs and events (e.g. guest praise team)		X
5.	Multimedia Technology and Music Equipment	Audio/video systems and equipment	X	
		Faith group required music, musical instruments, software and copyright licenses (see note 1)	X	
		Faith group non-required music, musical instruments, and software (see note 1 & 8)		X
6.	Worship Equipment and Supplies	Faith group required equipment such as candelabra, icons, sacred writings, chaplain vestments, chalices, communion trays, tabernacles and paraments	X	
		Faith group required supplies such as communion hosts, grape juice, and wine required to perform religious worship services	X	
		Faith group non-required equipment and supplies such as worship bulletin stock, printing/reprographics chapel bulletins, and CTOF contractor items		X
<b>Programs and Events</b>				
7.	Comprehensive Airmen Fitness Programs and Events	Chaplain-Led Comprehensive Airmen Fitness programs, Community Care events, retreats, and required equipment approved by the Commander to support members of the armed forces on active duty and reservist on active status within their chain of command. (e.g. Single Airmen event, resiliency event,	X	

Items	Requirements	Authorized Uses	Direct Mission Requirements (APF)	Indirect Mission Requirements (CTOF)
		spiritual fitness event)  Includes the following costs for Airmen - Transportation - Food - Lodging - Supplies - Fees - Training materials - Required equipment		
		- Food for Routine Unit Engagement		X
8.	Strong Family Structure Programs and Events	Support services for Chaplain Corps led programs and retreats, such as those focused on preparatory marriage and divorce care and resiliency, to assist members of the armed forces on active duty and their immediate dependents, and members of reserve component in an active status and their immediate family in building and maintaining a strong family structure IAW 10 U.S.C § 1789.  Includes the following costs for Airmen and their dependents while participating in the programs: - Transportation - Food - Lodging - Childcare - Supplies - Fees - Training materials - Required equipment	X	
9.	Installation-wide Religious	Installation-wide local religious observances (e.g.	X	

Items	Requirements	Authorized Uses	Direct Mission Requirements (APF)	Indirect Mission Requirements (CTOF)
	Observances	memorial services, national prayer event, clergy days) - Guest Speaker Fees - Supplies - Training materials - Required equipment		
		- Food		X
10.	Care for the Care Giver Events	- Chaplain Corps redeployment reintegration events	X	
		- Resiliency training, courses and events	X	
11.	Faith Group Programs and Events	Faith group required supplies, transportation, food, lodging, childcare, fees, and training material for parishioners (see note 1)	X	
		Faith group non-required supplies, transportation, food, lodging, childcare, fees, and training material for parishioners (see note 1)		X
<b>Training and Equipping</b>				
12.	Facilities and Facility Infrastructure	Repairs, maintenance, alterations, minor construction, rent and military construction.	X	
13.	Real Property	Facilities, HVAC equipment, pews, and other equipment built into the facility (see note 6)	X	
14.	Chaplain Corps Facilities Operation and Sustainment	Equipment, furnishings and supplies to operate and sustain Chaplain Corps facilities and Airmen Ministry Centers (AMC). Items may include:		
		- Custodial Services	X	
		- Furniture	X	
		- Meeting rooms	X	
		- Kitchen furnishings and major appliances	X	
		- Minor kitchen appliances (e.g. microwave, blender, toaster)		X
		- Audio/Video Systems (e.g.	X	

Items	Requirements	Authorized Uses	Direct Mission Requirements (APF)	Indirect Mission Requirements (CTOF)
		TVs, entertainment systems, projectors)		
		- Coffeehouse equipment	X	
		- Commercial internet service and equipment (see note 8)	X	
		- Game rooms systems, gaming equipment, movies, and games	X	
		- Supplies and food for AMC		X
		- Art Work	X	
15.	Readiness Requirements	Deployment gear and equipment in support of Chaplain Corps mobility requirements, to include deployment pro gear and training equipment.	X	
16.	TDY and/or Training Expenses	Function specific TDY and/or training expenses		
		Chaplain Corps requirements	X	
		Related to official Chaplain Corps direct mission required programs	X	
		Chaplain Endorser conferences	X	
		Local travel or lodging determined necessary by the Senior Installation Chaplain for an authorized religious ceremony/service	X	
		Training costs for APF contractors as stated in the SOW.	X	
		Indirect mission requirement travel and/or training expenses		
		CTOF contracts if authorized by the SOW		X
		Volunteer and parishioner training requirements (see note 7)		X
17.	Office Supplies	Office supplies to support the direct mission requirements	X	
18.	Communication Equipment and Information Technology	Equipment or technology that supports direct mission requirements of the Chaplain Corps	X	

Items	Requirements	Authorized Uses	Direct Mission Requirements (APF)	Indirect Mission Requirements (CTOF)
		Equipment or technology that supports indirect mission requirements for NAF Employees and CTOF Contractors (see note 8)		X
19.	Transportation	Transportation in support of the direct mission requirements in accordance with AFI 24-301, <i>Vehicle Operations</i> .	X	
		Transportation in support of indirect mission requirements		X
20.	Repair/Maintenance	Repairs and maintenance to all assets purchased with appropriated funds.	X	
		Repairs and maintenance to all assets purchased with CTOF		X
21.	Air Force Informal Uniform	IAW AFI 65-601V1, <i>Budget Guidance and Procedures</i> and AFI 36-2903, <i>Dress and Personal Appearance of Air Force Personnel</i> . Senior Installation Chaplain determines if the informal uniform is required to perform official duties and documents justification.	X	

**Notes:**

1. There must be a validated need at the installation and endorser documentation identifying the faith group requirement.
2. Commercial financial education curricula may be purchased for use in religious education stewardship programs without conflicting with DoDI 1342.22, *Military Family Readiness* or 1344.07, *Personal Commercial Solicitation on DoD Installations*. This externally-produced training material should be presented in such a way as to avoid expressly or implicitly endorsing the non-Federal entity that produced them and no material may be used which further advertises products and services that may be purchased. This training shall be advertised as a religious education stewardship program through the same methods all Chaplain Corps religious programs are advertised. Under no circumstances will the curricula be used in compulsory unit financial readiness training or included as materials in installation financial education programs.
3. Coordinate all clergy contracts with the MAJCOM-FOA-DRU/HC and AF/HCP and request approval from AF/HC to confirm that the contract is for an approved high demand/low density faith group, that it meets a specific need, and does not include military chaplain duties.
4. No company may provide one individual to fulfill two separate contracts within the same

Items	Requirements	Authorized Uses	Direct Mission Requirements (APF)	Indirect Mission Requirements (CTOF)
<p>worship service. However, one contract may be written to combine both the music director and musician for the same worship service.</p> <p>5. Each faith group, as defined utilizing the CCAC chart of accounts (e.g. Catholic, Protestant, Jewish, etc.), may hire one religious education coordinator per installation to oversee the coordination of religious instruction for their faith group. Youth coordinators provide ministry to middle and high-school children.</p> <p>6. Real property includes the facility, HVAC equipment, pews, and other equipment built into the facility. Real property does not include items mounted to the facility such as projectors and TVs.</p> <p>7. Chaplain Corps employees (Chaplains, Chaplain Assistants and civilians (GS or host nation)) leading or supporting retreats/events must be in an official status in accordance with AFI 36-3003. See <a href="#">Paragraph 4.4.1.1</a> for further information.</p> <p>8. All CTOF communications equipment and information technology purchases must comply with all applicable AFIs and be coordinated with appropriate agencies (e.g. Communication Squadron, Public Affairs). Ensure all coordination documents are attached to the funding requests.</p>				

**Attachment 3**

**SAMPLE ACCOUNT MANAGER AND CREDIT CARD HOLDERS APPOINTMENT LETTER**

Date

MEMORANDUM FOR CHAPLAIN CORPS ACCOUNTING CENTER

FROM: ORGANIZATION / OFFICE SYMBOL

SUBJECT: Appointment of Chapel Tithes and Offerings Fund (CTOF) Account Managers and Government Purchase Card (GPC) Holders

1. The following individuals are appointed as the CTOF GPC primary and alternate Account Managers:

	Last Name	First Name	Rank	Phone	E-mail	Date Trained
Primary						
Alternate						

2. The following individuals are appointed as the primary and alternate CTOF GPC Approving Officials:

	Last Name	First Name	Rank	Phone	E-mail	Date Trained
Primary						
Alternate						

3. The following individuals are appointed as CTOF GPC Cardholders:

Last Name	First Name	Rank	Single Purchase Limit	Monthly Purchase Limit	Date Trained

4. The following individuals are newly appointed as CTOF GPC Cardholders:

Last Name	First Name	Rank	Single Purchase Limit	Monthly Purchase Limit	Date Trained

5. CTOF GPC Cardholder's accounts to cancel:

Last Name	First Name	Rank	Last 4 of Card

6. This letter supersedes all previous letters, same subject.

Senior Installation Chaplain's Signature Block

## Attachment 4

## SAMPLE PROJECT OFFICER APPOINTMENT LETTER

Date

MEMORANDUM FOR PROJECT OFFICER

FROM: ORGANIZATION/OFFICE SYMBOL

SUBJECT: Chapel Tithes and Offerings Fund (CTOF) Project Officer Appointment Letter

1. Adhere to the following guidelines in this positional appointment supporting Chaplain Corps programs:

- a. You may spend only the amount authorized.
- b. A tax exempt form is provided. Do not pay taxes when making purchases.
- c. Record your purchases on the attached AF Form 4362, *CTOF Project Officer Report*.
- d. Use the attached deposit slip to deposit any unused funds.
- e. Turn in the AF Form 4362, purchase receipts, and deposit slip within 10 days of conclusion of the event or program.

2. Project Officer Information:

- a. Check Number (if applicable):
- b. Amount:
- c. Return AF Form 4362 by:
- d. Program or Event Name:

3. If you have questions, please contact me at 480-6961.

NAME, RANK, USAF  
Account Manager

1st Ind, CTOF Project Officer

TO: Account Manager

DATE

I understand and accept the project officer guidelines.

NAME  
Project Officer

## Attachment 5

## SAMPLE DESIGNATED OFFERINGS SCHEDULE

Date

MEMORANDUM FOR CHAPLAIN CORPS ACCOUNTING CENTER

FROM: ORGANIZATION/OFFICE SYMBOL

SUBJECT: FY 2015 Chapel Tithes and Offerings Fund (CTOF) Designated Offerings Schedule

1. The following are the approved designated offerings for the (Base) CTOF:

a. Protestant.

Month	Organization	Address
October		
November		
December		
January		
February		
March		
April		
May		
June		
July		
August		
September		

b. Catholic

Month	Organization	Address
October		
November		
December		
January		
February		
March		
April		
May		
June		
July		
August		
September		

2. This letter supersedes all previous letters, same subject.

Senior Installation Chaplain's Signature Block

## Attachment 6

## SAMPLE CTOF FIXED ASSET CHANGE MEMORANDUM

Date

MEMORANDUM FOR CHAPLAIN CORPS ACCOUNTING CENTER

FROM: ORGANIZATION/OFFICE SYMBOL

SUBJECT: CTOF Fixed Asset Change Memo

1. The following changes have been made to the *YourBase* Fixed Asset Inventory during FY 20XX:

a. Fixed Asset General Account balance as of 1 October (*last year*): \$15,000.00

Added: Electronic Keyboard	\$1,250.00
Drink Cooler	\$1,125.00

Deleted: Drum Set	\$1,000.00
-------------------	------------

Disposition of deleted assets:

Drum Set was turned in to DRMO as unusable.

b. Fixed Asset General Account balance of 30 September (*this year*): \$7,250.00

c. (Continue as necessary for each faith group)

2. If you have questions, please contact my Account Manager at DSN: 123-4567.

Senior Installation Chaplain's Signature Block

**Attachment 7****SAMPLE CTOF GPC USER STATEMENT**

Date

MEMORANDUM FOR CTOF GOVERNMENT PURCHASE CARDHOLDER

FROM: ORGANIZATION/OFFICE SYMBOL

SUBJECT: CTOF GPC User Statement

1. You are appointed a Chapel Tithes and Offerings Fund (CTOF) Government Purchase Cardholder. This appointment grants you permission to make purchases on behalf of the CTOF to support Chaplain Corps programs. Your single purchase limit is \$\_\_\_\_\_ and monthly spending limit is \$\_\_\_\_\_.

2. The following guidelines apply to the use and maintenance of the credit card:

- a. Submit AF Form 4356, *Chapel Tithes and Offerings Fund (CTOF) Purchase Request*, to the Account Manager and Approving Official for approval prior to making purchases.
- b. Complete the AF Form 4358, *Chapel Tithes and Offerings Fund (CTOF) GPC Transaction Log*, columns a – e, at the time of the request.
- c. Make the purchase and complete AF Form 4358 columns f – j.
- d. Maintain AF Form 4356, itemized receipts and supporting documentation in the cardholder's CTOF GPC File as a single PDF.
- e. Access the monthly statement online and print it out not later than the 25th of the month.
- f. Reconcile transactions by matching statement charges with the AF Form 4356 and AF Form 4358, and itemized purchases receipts.
- g. Sign the individual statement indicating approval.
- h. File the monthly cardholder statement, AF Form 4356, AF Form 4358, itemized receipts and supporting documentation in the cardholder's CTOF GPC File.
- i. Forward a copy of the completed AF Form 4358 to the Approving Official not later than the 25th of each month.

3. In accordance with AFI 52-105, the following items **will not** be purchased with the CTOF Government Purchase Card:

- a. Personal purchases.
- b. Cash advances, money orders, traveler checks, and gift cards/certificates.
- c. Official Government travel-related purchases.
- d. Rental or lease of land or buildings. Exception: CTOF GPC may be used to pay for a room and room set-up fee for Chaplain Corps functions.
- e. Purchase of hazardous/dangerous items such as explosives, munitions, toxins, and firearms or firearm-related items.
- f. Purchase of classified items.
- g. Purchase of construction/utility services.
- h. Civil engineer materials and real property (installed equipment).
- i. Purchase of alcohol.
- j. Direct mission support items (see AFI 52-105, *Chaplain Corps Resourcing*, Attachment 2.)

4. Violations of the guidelines set forth in this letter and in AFI 52-105 will result in loss of credit card privileges and could result in disciplinary actions as outlined in AFI 64-117, *Air Force GPC Program*.

5. Please indicate your acknowledgement of the guidelines set forth in this letter by completing the endorsement below. If you have questions contact me at XXX-XXXX.

Approving Officials Signature Block

1st Ind, \_\_\_\_\_ Date: \_\_\_\_\_

MEMORANDUM FOR APPROVING OFFICIAL

I acknowledge the guidelines set forth in this letter and will comply with all requirements.

Cardholder's Signature Block



**Attachment 8****SAMPLE STATEMENT OF WORK****STATEMENT OF WORK****Base Chaplain Corps**Fiscal Year (*Current Fiscal Year*)

**1. Contract Position Title.** Catholic Parish Coordinator.

**2. Scope of Responsibilities.** Responsible for Catholic Parish administrative functions at *Your Base* AFB, working closely with the Catholic Chaplain to ensure budgets, program schedules, publicity, and other required items are developed and implemented.

**3. Education and Experience Requirements.** The Contractor:

3.1. Must have experience working with Catholic liturgical law and sacramental records.

3.2. Must have at least one year's experience using Microsoft Word, Outlook, Excel and Publisher.

3.3. Must have at least one year's experience developing financial budgets for an organization.

3.4. Must be able to receive clearance from a background investigation IAW public Law 101-647, Section 231 (Crime Control Act of 1990 and DODI 1402.5, *Criminal History Background Checks on Individuals in Child Care Service Position*). An adverse finding from this investigation may result in a termination of services.

3.5. Must furnish a resume and references validating education and experience requirements listed above.

3.6. Participate in a qualifying interview and be able to clearly express the detail of basic Catholic doctrine and liturgical law.

**4. Duties and Responsibilities.** The Contractor will:

4.1. Must be able to work an average of 20 hours a week to include weekends. Coordinate office hours with the CTOF Contracting Officer.

4.2. Work closely with the CTOF Contracting Officer and provide coordination for the support needs of the Catholic program.

4.2.1. Assist the Catholic Priest in scheduling designated offerings.

4.2.2. Assist the Catholic Priest in planning the yearly calendar.

4.3. Ensure facility requests for all Catholic parish programs occurring in Chaplain Corps facilities are filled out and submitted to the Chaplain Corps staff.

4.4. Coordinate appropriate publicity of Catholic parish programs.

4.5. Coordinate and ensure that all funds requests for all Catholic parish programs are properly completed and submitted in a timely manner.

4.5.1. Check all Project Officer return sheets and help as needed to ensure all paperwork to be turned in is completed properly.

- 4.5.2. Ensure all designated offering paperwork is completed and forwarded for payment in a timely manner.
- 4.6. Work closely with the Parish Advisory Council to maintain effective communication between the various Catholic groups and the Council presidents.
  - 4.6.1. Attend all Parish Advisory Council or Deployment Council meetings.
  - 4.6.2. Prepare an agenda for meetings.
  - 4.6.3. Gather budget information for meetings.
  - 4.6.4. Keep a file with meeting minutes.
- 4.7. Assist the Catholic Priest in the creation and oversight of the annual Catholic budget.
  - 4.7.1. Serve as a Program Leader empowered to purchase items for the Catholic program after appropriate coordination with Chaplain Corps staff.
  - 4.7.2. Advise the Catholic Priest and staff on funds request feasibility based on current budgets.
  - 4.7.3. Coordinate and watch over expenditures by keeping within the parish budget, keeping files of purchases and outstanding amounts, and considering the state of the budget on a weekly basis.
  - 4.7.4. Fill out and submit, to the appropriate persons, fund requests and other necessary paperwork.
- 4.8. Create, coordinate, publish, and distribute the weekly or monthly parish bulletins.
  - 4.8.1. Ensure notice is given ahead of time for cancellation of Masses or other significant items as time allows.
  - 4.8.2. Ensure advance notice is given for upcoming designated offerings IAW AFI 52-105 and the base CTOF operating instruction.
  - 4.8.3. Prepare special bulletins for First Communion Mass, Confirmation Mass, and Christmas Mass as needed.
  - 4.8.4. Create a slide show presentation with current information as needed to be shown before Mass in the sanctuary each Sunday.
- 4.9. Maintain all sacramental records that need to be filed with the Archdiocese for the Military Services (AMS).
  - 4.9.1. Complete requested letters for various sacramental needs, such as sponsorship letters, Marriage records, Baptismal records, Confirmation records, First Communion records, notification letters to civilian churches, etc.
  - 4.9.2. Give copies of all filed paperwork to individuals who received the sacrament, as well as an explanation of how to receive an official certificate from the AMS or their church of baptism.
- 4.10. Schedule and facilitate a Baptism Preparation class, for those requesting baptism for their child or those requesting to be a Godparent, each month or as needed.
- 4.11. Schedule or review all ministry schedules (Lectors, Extraordinary Eucharistic Ministers, Altar Servers, and Ushers) and settle any conflicts that may arise.
- 4.12. Maintain and keep a current parish roster and a list of all volunteers in the parish.

- 4.13. Maintain a current roster of active AMS approved Extraordinary Ministers of Holy Communion, and attend to keeping the records up to date with the AMS. Train new volunteers if needed and submit paperwork to AMS for approval.
- 4.14. Maintain statistical data on Mass attendance and Sacramental information for the Catholic Priests quarterly report as needed for the AMS. Assemble report, provide to the Catholic Priest for approval, and mail to the AMS in a timely manner.
- 4.15. Provide the Catholic Priest with the weekly announcements and the Prayers of the Faithful to be used for the weekend Masses and Holy Days of obligation.
- 4.16. Assist in set-up for both weekend and weekday Masses.
- 4.16.1. Ensure the Catholic altar linens, including the large altar cloths, are kept clean, either by properly laundering them or finding a volunteer to do so.
- 4.16.2. Assist in ensuring the altar is appropriately set for the proper season in both the main sanctuary and the Blessed Sacrament Room.
- 4.16.3. Assist in ensuring the altar wine, altar bread, and candles are ordered in a timely manner.
- 4.16.4. Assist in ensuring all seasonal liturgical items, such as ashes, Paschal candle, etc., are procured in a timely manner.
- 4.16.5. Schedule the Eucharistic ministers, altar servers, lectors and ushers who are scheduled to serve and find replacements as necessary.
- 4.17. Keep the literature rack and the "Catholic Information Table" updated and cleaned out. Literature should be ordered from appropriate sources.
- 4.18. Update the Catholic bulletin board on a regular basis to keep the information current, and change the board's theme every three to four months.
- 4.19. Ensure the Prayer Request book is maintained and pages are kept current.
- 4.20. Coordinate all special events for the parish, to include but not limited to the Parish Picnic, Lenten Dinners, First Communion and Confirmation Receptions, Christmas, and Welcome Socials.
- 4.21. Order items needed for First Communion, Confirmation, Mother's Day, Father's Day and Appreciation Gifts.
- 4.22. Assist the Catholic Priest in working with the Catholic Music Director to make sure appropriate music is scheduled for each Mass.
- 4.23. Furnish a yearly budget for music, folders and other supplies each May to the Catholic Priest assigned to the service.
- 4.24. Sub-Contracting.
- 4.24.1. As needed, the contractor shall provide a list of substitute contract personnel. Names of substitutes and credentials shall be provided no later than 30 calendar days prior to the sub-contractor fulfilling the contract. Subcontractors must meet or exceed the education and experience requirements listed in this statement of work as well as comply with all required regulations.

4.24.2. The CTOF Contracting Officer should be notified at least 14 days before any leave of absence that would prevent the contractor from performing the services.

4.24.3. The CTOF Contracting Officer reserves the right to refuse the services of such a substitute if he/she is deemed unqualified.

4.25. Safety and Security. The contractor is accountable for security and cleanliness of all facilities utilized in conjunction with their programs.

4.25.1. Contractor will be familiar with and implement fire and safety practices in accordance with AFI 91-301 to prevent accidents and preserve the life and health of him/herself and any personnel performing or in any way affected by the performance of this contract.

4.25.2. Contractor will be familiar with and comply with all security procedures to include ensuring all Chaplain Corps facilities are properly secured, doors and windows locked, and lights turned off.

4.25.3. The contractor will ensure that all facilities used are properly secured, doors and windows locked upon departure when Chaplain Corps personnel are not present.

4.25.4. Contractor shall be responsible for keys provided and keys shall not be duplicated.

4.25.5. All keys will be returned on revocation of this contract.

4.25.6. Contractor shall report any duplicated, lost or misplaced keys upon discovery of the occurrence.

4.26. Background Checks.

4.26.1. Contractor shall submit completed personnel background check applications within twenty (20) working days after award date to the Chaplain Corps background check program manager for processing. It is mandatory that all contractors working with children under the age of eighteen (18) have a background investigation. This is in compliance with Public Law 101-64, Section 231 (Crime Control Act of 1990 and DoDI 1402.5). An adverse finding from this investigation at any time will result in termination of services.

4.27. Payment for Services. The contractor is being hired as an "independent contractor" and is accountable to pay any Social Security taxes, federal or local income taxes, and state unemployment insurance premiums for themselves, as well as any individual employed or subcontracted by them to provide services under this contract.

4.28. The contractor will coordinate all support requirements with the CTOF Contracting Officer.

4.29. Government owned equipment will not be removed from Chaplain Corps Facilities without written authorization from the Senior Installation Chaplain.

4.30. The contractor must arrange for facility use, equipment and supply needs in accord with local policy and procedures, ensures coordination and security for facilities, equipment and/or materials used in the program.

## **5. The Senior Installation Chaplain will:**

5.1. Review the contract annually to consider exercise of option.

5.2. Provide CTOF for at least one training event that relates specifically to Catholic Parish

administration, when funding is available.

5.3. Ensure that the unit rate of payment for services described in this SOW is in 12 monthly installments.

5.4. Provide an office space, desk, computer and all necessary equipment required to accomplish the contract.

5.5. Coordinate with the Base Security Office to process all necessary security checks required for the contractor to have access to the base NIPR systems and work with children.

**6. The CTOF Contracting Officer.** The CTOF Contracting Officer will monitor and inspect the contractor's performance. The contractor will be notified in writing of any and all noncompliance, and will be given an opportunity to correct, if possible, nonconforming work. The contractor will be given an opportunity to respond in writing to any notice of noncompliance.

**7. Exercise of Option.** The Fund may extend this contract for an additional 12 months by issuing written notice to the contractor within 30 days of contract expiration. The written notice does not commit the Fund to an extension. If the Fund exercises the option, the extended contract is considered to include this option provision and at the applicable prices set forth in the original request for proposal.

**8. Contract Termination.** This Contract may be terminated by the Contractor or Fund upon 30 calendar days notice in writing, or either party at any time for default of the other party in any of the conditions or provisions herein contained. Any notice required to be given by either party under any provisions of this Contract is sufficient for all purposes when sent in writing by the United States Postal Service registered mail, postage thereon prepaid, addressed to the other party at the place of business designated herein.

**9. Dispute Clause.** Dispute Clause. Any grievance by the Contractor should be resolved at the lowest level. The chain of command is as follows: CTOF Contracting Officer, then the Senior Installation Chaplain. If grievance cannot be resolved at these levels, the Contractor will follow guidance in Attachment 2, CTOF General Provisions Memorandum.

## Attachment 9

## SAMPLE CONTRACT

THIS CONTRACT is awarded on \_\_\_\_\_ by and between \_\_\_\_\_ Air Force Base Chapel Tithes and Offerings Fund (hereinafter called Fund) and \_\_\_\_\_ (hereinafter called Contractor). This contract is assigned number: \_\_\_\_\_.

WITNESSETH that:

WHEREAS the parties hereto desire to contract for the furnishing of certain (*specify services*) as more particularly described hereafter.

1. NOW THEREFORE, in consideration of mutual covenants and agreements by and between the parties hereto, it is agreed as follows: The CTOF Contracting Officer will administer this Contract on behalf of the Fund.

2. The above-named Fund is a nonappropriated fund activity of the Department of the Air Force. No appropriated funds of the United States will become due or be paid to the Contractor by reason of this Contract.

3. The Contractor agrees to furnish the following described services at the locations designated by the Fund: (*e.g., On Wednesday and Sunday of each week, and on other special days of religious emphasis, the Contractor will furnish Choir Director services at Chapel One or other designated locations on the installation*).

4. In consideration of Contractor furnishing the above described services, the Contractor is paid from the Fund: (*e.g., For Wednesday \$\_\_\_\_\_ and for each Sunday \$\_\_\_\_\_ and for each special day service \$\_\_\_\_\_.* The total amount to be paid for the year under the terms of the contract is not to exceed \$\_\_\_\_\_). The CTOF Contracting Officer will make payment within 30 calendar days of the receipt of an invoice. The Contractor will provide invoices prior to payment.

5. Contractor will either personally perform the services described above or will cause services to be performed by a substitute of equal or higher proficiency, who is approved in advance by the CTOF Contracting Officer.

6. The CTOF Contracting Officer monitors and inspects the non-personal services provided. The Standards of Performance are contained in the Statement of Work as established for this position. Statement of Work is attached.

7. The CTOF Contracting Officer monitors and inspects the Contractor's performance. The Contractor will be notified in writing of any and all noncompliance, and is given an opportunity to correct, if possible, nonconforming work. The Contractor will be given an opportunity to respond in writing of any notice of noncompliance.

8. The Fund may extend this contract for an additional 12 months by issuing written notice to the contractor within 30 days of contract expiration. The preliminary notice does not commit the Fund to an extension. If the Fund exercises the option, the extended Contract is considered to include this option provision and at applicable prices set forth in the request for proposal.

9. This Contract is solely the obligation of the Fund and of the Contractor and is not an obligation of the United States Government.

10. The Contractor agrees to indemnify, save harmless and defend the Fund from, and against any or all claims, demands, actions, debts, liabilities, judgments, costs, or attorney's fees arising out of the services rendered by the Contractor or claimed on account of, or in any manner caused or contributed to by Contractor, his agents, servants, or employees while in, upon, or about the military installation where this Contract is performed.

11. Relative to the term and termination of this Contract, it is mutually agreed:

11.1. The term of this Contract, unless sooner terminated as hereinafter provided, is one year from the date of award, but may be renewed for a like term by mutual agreement in writing of the parties hereto, subject to approval in the same manner as this instrument, and in the same manner may be renewed from term to term for not exceeding 3 years total.

11.2. This Contract may be terminated by Contractor or Fund upon 30 calendar days' notice in writing or either party at any time for default of the other party in any of the conditions or provisions herein contained. Any notice required to be given by either party under any provisions of this Contract is sufficient for all purposes when sent in writing by the United States Postal Service registered mail, postage thereon prepaid, addressed to the other party at the place of business designated herein.

12. Dispute Resolution. Any grievance by the Contractor should be resolved by the CTOF Contracting Officer. If unsuccessful, the Contractor will present the dispute to the Senior Installation Chaplain. If this does not resolve the problem, the Contractor will follow guidance in Paragraph 2, General Provisions Memorandum.

13. The Contractor is responsible for accounting for and paying of any Social Security Taxes, Federal Income Taxes, State Income Taxes, and State Unemployment Insurance premiums.

14. The Contractor will not employ any person to perform any of the work or services required by this Contract on the military installation if objection to any such person is made by the Fund. The Contractor, his or her employees or agents, while on the military installation is subject to monitoring and inspection but under no circumstances will such persons be deemed to be employees or agents of the Fund.

15. This Contract will become effective when signed by the CTOF Contracting Officer and Contractor and approved in writing by the Senior Installation Chaplain or his or her authorized representative.

IN WITNESS WHEREIN the parties have hereunto set their hands on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_ Air Force Base Chapel Tithes and Offerings Fund

(Mailing Address)

(Signature Block of CTOF Contracting Officer)  
Office of the Senior Installation Chaplain

(Name, Title and Address of Contractor)

Date

Approved as of the date written.

Senior Installation Chaplain Signature Block  
(Typed Signature Block)

Attachments:

- 1. Statement of Work
- 2. CTOF General Provisions Memorandum

## Attachment 10

## SAMPLE REQUEST FOR PROPOSAL

12 Aug 15

## MEMORANDUM FOR PROSPECTIVE CONTRACTORS

FROM: ORGANIZATION  
ADDRESS  
BASE, STATE ZIP

SUBJECT: Chapel Tithes and Offerings Fund (CTOF) Request for Proposal (RFP) – *Contract Number*, Catholic Parish Coordinator

1. The *Base Chaplain Corps* CTOF is requesting proposals for “**Catholic Parish Coordinator**” to support the \_\_\_\_\_ AFB Chaplain Corps (HC). The period of performance for this requirement is three (3) years, consisting of a one-year base period plus two (2) one-year option periods. The anticipated full performance start date is \_\_\_\_\_. The Government intends to make a single award to the best value technically acceptable offeror.
2. This is a new requirement, and the contract type currently anticipated is Firm Fixed Price.
3. Your proposal or “no-bid statement” shall be submitted via email to the following address: john.doe@us.af.mil no later than 26 Aug 15 4:30 pm (Eastern Standard Time).
4. During the proposal phase, limit all inquiries pertaining to the subject RFP to the Contracting Officer Ch, Maj John Doe at john.doe@us.af.mil or (123) 456-7890. Send questions via email to the Contracting Officer no later than 19 Aug 15, 3:00pm (Eastern Standard Time). Questions received after this date may or may not be answered.
5. Technical Proposal. The contractor will submit a technical proposal and shall include sufficient detail that substantiates stated claims. The proposal shall not simply rephrase or restate the Government’s requirements, but rather provide convincing rationale to address how the offeror intends to meet the requirements. Offerors shall assume that the Government has no prior knowledge of the offeror’s capabilities. The Government will base its evaluation solely on information present in the offeror’s proposal. The Technical Proposal will be limited to twenty (20) pages. The cover page, table of contents, and Knowledge, Skill and Ability (KSA) qualifications summaries are not included in the technical proposal page count.
6. Price Sheet. The Price Sheet shall use the templates provided by the Government with the RFP (see Attachment 1) for the base and option periods. The price proposed in the Pricing Sheet will be considered the offeror’s total proposed price.
7. The Government intends to evaluate proposals based upon the guidelines in Attachment 2, Basis for Award (Best Value). Interviews will be conducted starting 27 Aug 15 at 9:00am (Eastern Standard Time), ending by 2 Sep 15 at 3:00pm (Eastern Standard Time).

8. A public bid opening will be conducted by the Contracting Officer at 4 Sep 15 at 9:00am (Eastern Standard Time) in Bldg 1, Chapel Conference Room. All offerors are invited to attend the bid opening.

9. Feel free to contact Ch, Maj John Doe at john.doe@us.af.mil, (124) 456-7890 for questions or concerns.

JOHN DOE, Ch, Maj, USAF  
Contracting Officer

Attachments:

1. Pricing Sheet
2. Basis of Award (Best Value)
3. Statement of Work
4. CTOF General Provisions Memorandum

Attachment 11

EXAMPLE PRICE SHEET

<b>Catholic Parish Coordinator Services</b> Contract Base CCTOF Contract Number					
<i>*NOTE: ROUND ALL UNIT PRICE DOLLAR VALUES TO THE NEAREST WHOLE DOLLAR. The extended amount must equal the whole dollar unit price multiplied by the quantity.</i>					
Year	Description	Qty	Unit of Issue	*Unit Price	Extended Amount
Base Year – Provide Catholic Parish Coordinator IAW Statement of Work (SOW). Period of Performance: 1 Oct 15 – 30 Sep 16	Firm Fixed Price	12	Months		\$ -
Option Year One - Provide Catholic Parish Coordinator IAW Statement of Work (SOW). Period of Performance (POP): 1 Oct 16 – 30 Sep 17	Firm Fixed Price	12	Months		\$ -
Option Year Two - Provide Catholic Parish Coordinator IAW Statement of Work (SOW). Period of Performance : 1 Oct 17 – 30 Sep 18	Firm Fixed Price	12	Months		\$ -
<b>Total Evaluated Price</b>					\$

**Attachment 12**

**BASIS FOR AWARD (LOWEST BID)**

**Requests for Proposals.** We are accepting proposals for a Chapel Tithes and Offerings Fund (CTOF) non-personal service contract. This means the successful awarded bidder is an independent contractor responsible for the accounting and payment of Social Security Taxes, Federal Income Taxes, State Income Taxes, Unemployment Insurance premiums and tort liability.

**Bid Procedure.** We will use the following two-step sealed bid procedure to determine award of contract:

Step One. Applicants are to submit technical proposals. Applicants may also be requested to attend an interview and/or demonstrate special skills, as applicable. The CTOF Contracting Officer and two other individuals will evaluate applicants' resumes, interviews, and demonstrations to determine qualifications.

Step Two. Only qualified applicants will be asked to submit a sealed bid. Bidders may be asked to submit their bids in a format that includes a dollar amount per unit for the basic one year contract and each of the two one year renewal periods (if any). The renewal option allows bidders to include cost of living increases.

**Basis for Award.** The qualified bidder who submits the lowest priced bid will receive the award for the non-personal service contract.

In determining the cost of the lowest bid, the CTOF Contracting Officer will consider the total bid (the basic one year contract and increases for the two one year renewal periods, if any).

In the event of two equally low bids, the award will be made by drawing by lot limited to the tied bidders. If time permits, the bidders involved will be given an opportunity to attend the drawing.

The drawing will be witnessed by at least two persons.

**Procedures.**

Pick up Statement of Work (SOW), Basis for Award, and Application Procedures from \_\_\_\_\_.

Submit resume to \_\_\_\_\_ by 4:30pm Eastern Standard Time (EST) on \_\_\_\_\_.

Interviews are scheduled for \_\_\_\_\_ at Chapel \_\_\_\_\_ during duty hours (7:30am EST – 4:30pm EST).

**Interview.** THOSE WHO QUALIFY at the interview are asked to submit a proposal with price sheet sealed in an envelope no later than 4:30pm EST hours on \_\_\_\_\_. No proposals are accepted after this date/time.

At that time, you are provided with an official request for proposal and envelope. Be sure that your **price sheet is SEALED!**

Remember, all proposals are to be based upon the qualifications and responsibilities as set forth in the SOW.

### Attachment 13

#### BASIS FOR AWARD (BEST VALUE)

**Accepting Applications.** We are accepting applications for a Chapel Tithes and Offerings (CTOF) non-personal service contract. This means the successful awarded bidder is an independent contractor responsible for the accounting and payment of Social Security Taxes, Federal Income Taxes, State Income Taxes, Unemployment Insurance premiums and tort liability.

**Sealed Bid Procedure.** We will use the following three-step sealed bid procedure to determine award of contract based on best value to the government:

Step One. Applicants are asked to submit technical proposals and sealed bids. Interviews and/or demonstration of special skills may also be required. Bidders may be required to submit their bids in a format that includes a dollar amount per unit for the basic one year contract and each of the two one year renewal periods (if any). The renewal option allows bidders to include cost of living increases.

Step Two. The CTOF Contracting Officer and at least two other individuals form a panel to review and evaluate applicants' technical proposals and special skills demonstration using a numbered grading system. Once the grading process is complete, the points are totaled for each applicant. The applications are placed in order from highest accumulated points to lowest.

Step Three. The panel will then open the bid for the individual with the most accumulated points to ensure the bid does not exceed the maximum funding limit.

**Basis for Award.** If the individual with the most accumulated points exceeds the maximum funding limit, the panel moves to the next individual in line and open his/her bid. This process is repeated until a bid is opened that does not exceed the maximum funding limit.

If there is a tie between two or more applicants with the most accumulated points, the bids for these individuals are opened with the panel selecting the lowest bidder.

In the event of two equally low bids, award is made through drawing by lot, limited to the tied bidders. Time permitting; the bidders involved are given an opportunity to attend the drawing. The drawing is witnessed by at least two persons. The contract file will contain the names of the witnesses. The results of the drawing are also documented and maintained in the contract file.

#### **Procedures.**

Pick up the Statement of Work (SOW), Basis for Award, Application Procedures, and a bidding schedule from base chapel.

Submit a resume and sealed bid to \_\_\_\_\_ by 1630 hours on \_\_\_\_\_.

Interviews/demonstrations are scheduled for \_\_\_\_\_ at Chapel One during duty hours (0730-1630).

Remember, all bids are based upon the qualifications and responsibilities as set forth in the SOW.

**Public Open Bid.** A public bid opening will be held on \_\_\_\_\_ at \_\_\_\_\_ hours in the Chapel One activities center.

## Attachment 14

### TWENTY COMMON LAW FACTORS IN INDIVIDUAL SERVICE CONTRACTS

**A14.1. Instructions.** A worker who is required to comply with other persons' instructions about when, where, and how he or she is to work is ordinarily an employee. This control factor is present if the person or persons for whom the services are performed have the right to require compliance with instructions.

**A14.2. Training.** Training the worker by requiring an experienced employee to work with the worker, by corresponding with the worker, by requiring the worker to attend meetings, or by using other methods, indicates that the person or persons for whom the services are performed want the services performed in a particular method or manner.

**A14.3. Integration.** Integration of the worker's services into the overall business operations generally shows that the worker is subject to direction and control. When the success or continuation of a business depends to an appreciable degree upon the performance of certain services, the workers who perform those services must necessarily be subject to a certain amount of control by the owner of the business.

**A14.4. Services Rendered Personally.** If the services must be rendered personally, presumably the person or persons for whom the services are performed are interested in the methods used to accomplish the work as well as in the results, and the control factor is satisfied.

**A14.5. Continuing Relationship.** A continuing and regular relationship between the worker and the person or persons for whom the services are performed indicates that an employer/employee relationship exists. A continuing and regular basis may exist where work is performed at frequently recurring, although irregular intervals.

**A14.6. Set Hours Of Work.** The establishment of set hours of work by the person or persons for whom the services are performed is a factor indicating and showing necessary control.

**A14.7. Doing Work On Employer's Premises.** If the work is performed on the premises of the person or persons for whom the services are being performed, that factor suggests control over the worker, especially if the work could be done elsewhere. Work done off the premise of the person or persons receiving the services, such as at the office of the worker, indicates some freedom from control. However, this fact by itself does not mean that the worker is not an employee. The importance of this factor depends on the nature of the service involved and the extent to which an employer generally would require that employees perform such services on the employer's premises. Control over the place of work is indicated when the person or persons for whom the services are performed have the right to compel the worker to travel a designated route, to canvas a territory within a certain time, or to work at specific places as required.

**A14.8. Order Or Sequence Set.** If a worker must perform services in the order or sequence set by the person or persons for whom the services are performed, that factor shows that the worker is not free to follow the worker's own pattern of work but must follow the established routines and schedules of the person or persons for whom the services are performed. Often, because of the nature of an occupation, the person or persons for whom the services are performed do not set the order of the services or set the order infrequently. It is sufficient to show control, however, if such person or persons retain the right to do so.

**A14.9. Oral Or Written Reports.** A requirement that the worker submit regular or written reports to the person or persons for whom the services are performed indicates a degree of control appropriate for an employee.

**A14.10. Payment Of Business And/Or Traveling Expenses.** If the person or persons for whom the services are performed ordinarily pay the worker's business and/or traveling expenses, the worker is ordinarily an employee. An employer, to be able to control expenses, generally retains the right to regulate and direct the worker's business activities

**A14.11. Furnishing Of Tools And Materials.** The fact that the person or persons for whom the services are performed furnish significant tools, materials, and other equipment tends to show the existence of an employer/employee relationship.

**A14.12. Right To Discharge.** The right to discharge a worker is a factor indicating that the worker is an employee and the person possessing the right is an employer. An employer exercises control through the threat of dismissal, which causes the worker to obey the employer's instructions. An independent contractor, on the other hand, cannot be fired so long as the independent contractor produces a result that meets the contract specifications.

**A14.13. Right To Terminate.** If the worker has the right to end his or her relationship with the person for whom the services are performed at any time he or she wishes without incurring liability, that factor indicates an employer/employee relationship.

**A14.14. Significant Investment.** If the worker invests in facilities that are used by the worker in performing services and are not typically maintained by employees (such as the maintenance of an office rented at fair value from a related party), that factor tends to indicate that the worker is an independent contractor. On the other hand, lack of investment in facilities indicates dependence on the person or persons for which the services are performed for such facilities and accordingly, the existence of an employer/employee relationship. Special scrutiny is required with respect to certain types of facilities such as home offices.

**A14.15. Realization Of Profit Or Loss.** A worker who can realize a profit or suffer a loss as a result of the worker's services (in addition to the profit or loss ordinarily realized by employees) is generally an independent contractor, but the worker who cannot is an employee. For example, if the worker is subject to a real risk of economic loss due to significant investments or a bona fide liability for expenses, such as salary payments to unrelated employees, that factor indicates that the worker is an independent contractor. The risk that the worker will not receive payment for his or her services, however, is common to both independent contractors and employees and thus does not constitute a sufficient economic risk to support treatment as an independent contractor.

**A14.16. Working For More Than One Firm At A Time.** If a worker performs more than minimal services for a multiple of unrelated persons or firms at the same time, that factor generally indicates that the worker is an independent contractor. However, a worker who performs services for more than one person may be an employee of each of the persons, especially where such persons are part of the same service arrangement.

**A14.17. Making Services Available To General Public.** The fact that a worker makes his or her services available to the general public on a regular and consistent basis indicates an independent contractor relationship.

**A14.18. Hiring Supervising, And Paying Assistants.** If the person or persons for whom the services are performed hire, supervise, and pay assistants, that factor generally shows control over the workers on the job. However, if one worker hires, supervises, and pays the other assistants pursuant to a contract under which the worker is responsible only for the attainment of a result, this factor indicates an independent contractor status.

**A14.19. Full Time Required.** If the worker must devote substantially full time to the business of the person or persons for whom the services are performed, such person or persons have control over the amount of time the worker spends working and thereby restricts the worker from doing other gainful work. An independent contractor, on the other hand, is free to work when and for whom he or she chooses.

**A14.20. Payment By Hour, Week, Month.** Payment by the hour, week, or month generally points to an employer/employee relationship, provided that this method of payment is not just a convenient way of paying a lump sum agreed upon as the cost of a job. Payment made by the job or on a straight commission generally indicates that the worker is an independent contractor.

**Attachment 15****CTOF GENERAL PROVISIONS MEMORANDUM**

**1. Definitions.** As used throughout this contract, the following terms and abbreviations have the meanings set forth below:

- a. The term "contract" means this agreement or order and any modifications hereto.
- b. The abbreviation "NAFI" means Non-Appropriated Fund Instrumentality of the United States Government.
- c. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI, which is a party hereto, or their successor or successors. The term "Contractor" means the party responsible for providing supplies and/or services at a certain price or rate to the NAFI under this contract.
- d. The abbreviation "FAR" means Federal Acquisition Regulation.

**2. Disputes.**

a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his decision in writing and mail or otherwise furnish a copy of it to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Armed Services Board of Contract Appeals, and the decision of the Board shall be final and conclusive; provided that if no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, however, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Contracting Officer unless directed to do otherwise by the Contracting Officer. b. A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. Contractors shall provide the certification specified below when submitting any claim. Any person duly authorized to bind the Contractor with respect to the claim may execute the certification.

"I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify on behalf of the Contractor."

b. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph "a" above, provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**3. Law Governing Contracts.** In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined in accordance with the substantive laws of the United States of America.

**4. Legal Status.** The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States.

**5. Examination of Records.** This clause is applicable under contracts that are entered into by means of negotiation and where price and costing data are required to support a determination of price reasonableness. This clause does not apply to commercial items or when the Contracting Officer determines that prices agreed upon are based on adequate price competition. 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 years after the final payment.

**6. Assignment** The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned. No assignment by the Contractor, assigning its rights or delegating its obligations under this contract will be effective and binding on the NAFI until the written terms of the assignment have been approved in writing by the Contracting Officer.

**7. Gratuities.**

a. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary of the Air Force or their duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employees of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided in paragraph "a" hereof, the NAFI shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Air Force or their duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**8. Termination for Convenience.** The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the NAFI. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with FAR, Sub Parts 49.1 and 49.2 in effect on this contract's date. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering nonrecurring costs for capital investment. If there are any such Contractor claims, they shall be settled in accordance with FAR, Sub Parts 49.1 and 49.2.

**9. Cancellation By Mutual Agreement.** Should the situation warrant, the parties upon mutual agreement and no costs, may cancel this contract.

**10. Termination for Cause.**

a. (1) The NAFI may, subject to paragraphs (c) and (d) below, by written notice of cause to the Contractor, terminate this contract in whole or in part if the Contractor fails to- (i) Deliver the supplies or perform the service within the time specified within this contract or any Extension; (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below);or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The NAFI's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of notice from the Contracting Officer specifying the failure.

b. If the NAFI terminates this contract in whole or in part, it may acquire, under the terms and in the manner the

Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will remain liable to the NAFI for any excess costs for those supplies or services. However the Contractor must continue the work not terminated.

c. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) act of the NAFI in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and; (9) unusually severe weather. Defaults by subcontractors at any tier for any reason do not constitute causes beyond the control and without the fault or negligence of the Contractor.

d. If this contract is terminated for cause, the NAFI may require the Contractor to transfer title and deliver to the NAFI as directed by the Contracting Officer, any

(1) completed supplies, and

(2) partially completed supplies and materials, parts, tool dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as manufacturing materials in the clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the NAFI has an interest.

e. The NAFI shall pay the contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Clause. The NAFI may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the NAFI against loss because of outstanding liens or claims of former lien holders.

f. If, after termination, it is determined that the cause by the Contractor was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of the NAFI.

g. The rights and remedies of the NAFI in this clause are in addition to any other rights and remedies provided by law or under this contract.

**11. Inspection and Acceptance.** Inspection and acceptance will be at destination, unless otherwise provided in this contract. Notwithstanding the requirements for any NAFI inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the NAFI, the Contractor, shall perform or have performed the inspections and tests required to substantiate that the supplies provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable the technical requirements for the manufacturers' part numbers specified herein. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. Acceptance of the supplies or services or a written notice of rejections must be accomplished on or before the third working day following delivery of the supplies or services, unless otherwise specified in this contract.

**12. Variation in Quantities.** No variation in quantity of any item called for by this contract will be accepted unless authorized by the Contracting Officer.

**13. Partial Deliveries.** Partial deliveries are not permitted unless authorized by the terms of the contract or approved by the Contracting Officer.

**14. Payments.** Partial payments will be made when deliveries are authorized or as approved by the Contracting Officer. Payments and penalties for late payments are subject to the requirements established by the

Prompt Payment Act, as amended, and as implemented for NAFI's. If the NAFI makes payment but such payment fails to include a prompt payment penalty due to the Contractor within 10 days from when the contract payment is made, penalty amounts will not be paid unless the Contractor makes a written request within forty days after the date of payment.

**15. Hold and Save Harmless.** The Contractor shall indemnify, hold and save harmless, and defend the NAFI, its outlets and customers from any liability, claimed or established for violation or infringement of any patent, copyright, or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. Contractor further agrees to hold the NAFI harmless from all claims or judgments for damages resulting from the use of products or services listed in this contract, except for such claims or damages caused by, or resulting from negligence of NAFI customers, employees, agents, or representatives. Also, Contractor shall at all times hold and save harmless the NAFI, its agents, representatives, and employees from any and all suits, claims, charges, and expenses which arise out of acts or omissions of Contractor, its agents, representatives, or employees.

**16. Modifications.** No agreement or understanding to modify this contract will be binding upon the NAFI unless made in writing and signed by a Contracting Officer from the office that issued the contract or its successor.

**17. Taxes.**

a. Except as may be otherwise provided in this contract, the contract price includes all taxes, duties or other public charges in effect and applicable to this contract on the contract date, except any tax, duty, or other public charge, which by law, regulation or governmental agreement, is not applicable to expenditures made by the NAFI or on its behalf; or any tax, duty, or other public charge from which the Contractor, or any subcontractor hereunder, is exempt by law, regulation or otherwise. If any such tax, duty, or other public charge has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

b. If for any reason, after the contract date of execution, the Contractor or subcontractor is relieved in whole or in part from the payment or the burden of any tax, duty, or other public charge included in the contract price, the contract price shall be correspondingly reduced; or if the Contractor or subcontractor is required to pay in whole or in part any tax, duty, of other public charge which was not applicable at the contract date of execution the contract price shall be correspondingly increased.

**18. Proof of Shipment.** (Applicable to shipments outside the United States through the Surface Deployment and Distribution Command (SDDC) and Parcel Post shipments to overseas destinations.)

a. Notwithstanding any clause of this contract to the contrary, payment will be made for items not yet received, upon receipt of an invoice accompanied by an appropriate proof of shipment. If shipment is made by insured parcel post, the contractor must furnish a copy of the Insured Mail Receipt issued by the US Postal Service. Otherwise, a stamped copy of a Certificate of Mailing issued by the US Postal Service must be furnished. If shipment is made by a common carrier (rail, air or motor freight), the Contractor must furnish a signed copy of the shipping document on which items are receipted for by the common carrier. A signed receipt by a NAFI representative at the delivery point (CCP or POE) is also acceptable evidence of proof of shipment.

b. Forwarding a proof of shipment and an invoice for payment by the Contractor shall be construed as a certification by the contractor that the items shipped conform to the specifications.

c. Notwithstanding any provisions of this clause or any payment made pursuant to the terms of this clause prior to receipt of the items contracted for, the NAFI retains the right to inspect upon receipt and the right to reject nonconforming items. The liability of the Contractor with respect to items for which payments have been made will, after inspection by the NAFI or after the expiration of a reasonable time following delivery to the NAFI within which inspection may be made, whichever occurs first, be limited to (i) exceptions taken at the time of inspection, and (ii) latent defects, fraud, or such gross mistakes as amount to fraud.

**19. Commercial Warranty.** The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies covered.

**20. Advertisements.** Contractor agrees that none of its nor its agent's advertisements, to include publications, merchandise, promotions, coupons, sweepstakes, contest, sales brochures, etc, shall

state, infer or imply that the Contractor's products or services are approved, promoted, or endorsed by the NAFI. Any advertisement, including cents-off coupons, which refers to a NAFI will contain a statement that the advertisement is neither paid for, nor sponsored in whole or in part by, the particular activity.

### **21. Discounts for Prompt Payment.**

a. Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

b. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

### **22. Invoices.**

a. An invoice is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties, must include) the following:

(i) Invoice date;

(ii) Name of Contractor;

(iii) Contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;

(iv) Shipment number and date of shipment (Bill of Lading number and weight of shipment will be shown for shipments on Government Bills of Lading);

(v) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);

(vi) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and

(vii) Any other information or documentation required by other provisions of the contract (such as evidence of shipment). Invoices shall be prepared and submitted in duplicate (one copy shall be marked "Original") unless otherwise specified.

b. For purposes of determining if interest begins to accrue under the PROMPT PAYMENT ACT (PUBLIC LAW 97-177):

(i) A proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred.

(ii) Payment shall be considered made on the date on which a check for such payment is dated.

(iii) Payment terms (e.g., "Net 20") offered by the contractor will not be deemed Required payment dates.

(iv) The following periods of time will not be included:

(A) After receipt of improper invoice and prior to notice of any defect or impropriety, but not to exceed three days for meat and meat food products, five days for perishable agricultural commodities, and 15 days in all other cases, and

(B) Between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.

**23. Electronic Fund Transfer Payments.** Federal law 31 USC requires Federal payments to be made by electronic fund transfer. Any payment made on this contract will be made using the Government Purchase Card as the method of EFT (unless otherwise specified within the contract or exempted by law).

**24. Notification of Debarment/Suspension Status.** The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any other Federal Department or agency, or upon

### **25. List of FAR Clauses Incorporated**

The provisions of the following clauses set forth in the Federal Acquisition Regulation (FAR) or DoD FAR Supplement are hereby incorporated into this order or contract by reference with the same force and effect as though herein set forth in full. As used in the following clauses, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. The date of each clause shall be the current date set forth in FAR or DoD FAR Supplement on the issuance date of this order or contract. Clauses made inapplicable by the reference or by the kind of order, contract (e.g., orders or contract for services instead of supplies) or dollar amount are self-deleting. The complete text of any clause incorporated in this order or contract by reference may be obtained from the contracting officer.

#### **25.1. FAR 52.243-1 - Changes - Fixed-Price. (Aug 1987)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the

Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the—

- (1) Estimated cost, delivery or completion schedule, or both;
- (2) Amount of any fixed fee; and
- (3) Other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) of this clause, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

**25.1.1. Alternate I (Apr 1984).** If the requirement is for services, other than architect-engineer or other professional services, and no supplies are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

**25.1.2. Alternate II (Apr 1984).** If the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

**25.2. FAR 52.222-13 - Compliance with Davis-Bacon and related Act Regulations (Feb 1988).** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

**25.3. FAR 52.222-41 - Service Contract Act of 1965, as Amended (Nov 2007).**

(a) Definitions. As used in this clause—

“Act” means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

“Contractor,” when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term “Government Prime Contractor.”

“Service employee” means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein 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) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to

service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records.

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act—

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the

Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of payments and termination of contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later

time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority list. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures

prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **25.5. FAR 52.222-4 - Contract Work Hours and Safety Standards Act-Overtime Compensation (July 2005).**

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours

in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

#### **25.6. FAR 52.246-16 - Responsibility for Supplies (Apr 1984).**

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this clause shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this clause shall apply.

(d) Under paragraph (b) of this clause, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

**25.7. FAR 52.222-20 - Walsh-Healy Public Contracts Act (Dec 1996).**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

**25.8. FAR 52.222-26 - Equal Opportunity (Apr 2015).**

(a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further

Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

**25.9. FAR 252.225-7036 - Buy American Act-Free Trade Agreements-Balance of Payments Program (Dec 2012)**

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

(1) 'Components' means an article, material, and supply incorporated directly into an end product.

(2) 'Domestic end product' means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced or manufactured in the United States; or

(B) Is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) 'End product' means those articles, materials, and supplies to be acquired under the contract for public use.

(4) 'Foreign end product' means an end product other than a domestic end product.

(5) 'North American Free Trade Agreement (NAFTA) country' means Canada or Mexico.

(6) 'NAFTA country end product' means an article that--

- (i) Is wholly the growth, product, or manufacture of a NAFTA country; or
  - (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (7) 'Qualifying country' means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (8) 'Qualifying country component' means a component mined, produced, or manufactured in a qualifying country.
- (9) 'Qualifying country end product' means--
- (i) An unmanufactured end product mined or produced in a qualifying country; or
  - (ii) An end product manufactured in a qualifying country if the cost of the following types of exceeds 50 percent of the cost of all its components:
    - (A) Components mined, produced, or manufactured in a qualifying country.
    - (B) Components mined, produced, or manufactured in the United States.
    - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
- (10) 'United States' means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.
- (b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d), the Balance of Payments Program, and the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note). Unless otherwise specified, this clause applies to all items in the Schedule.
- (c) The Contractor shall deliver under this contract only domestic end products unless, in its offer, it specified delivery of qualifying country, NAFTA country, or other foreign end products in the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it deliver a qualifying country end product or a NAFTA country end product, the Contractor shall deliver a qualifying country end product, a NAFTA country end product, or, at the Contractor's option, a domestic end product.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

**25.10. FAR 52.222-3 - Convict Labor (Jun 2003)**

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any

court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

#### **25.11. FAR 252.225-7002 - Qualifying Country Sources as Subcontractors (Dec 2012)**

(a) Definition. “Qualifying country,” as used in this clause, means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Finland

France

Germany  
 Greece  
 Israel  
 Italy  
 Luxembourg  
 Netherlands  
 Norway  
 Poland  
 Portugal  
 Spain  
 Sweden  
 Switzerland  
 Turkey  
 United Kingdom of Great Britain and Northern Ireland.

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

**25.12. FAR 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense-Contract Felonies (Dec 2008)**

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone 301-937-1542; [www.ojp.usdoj.gov/BJA/grant/DPFC.html](http://www.ojp.usdoj.gov/BJA/grant/DPFC.html).

### **25.13. FAR 52.222-21 - Prohibition of Segregated Facilities (Feb 1999).**

(a) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities

are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**25.14. FAR 52.223-3 - Hazardous Material Identification & Material Safety (Jan 1997).**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
  - (ii) Obtain medical treatment for those affected by the material; and
  - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

25.14.1. **Alternate I (July 1995).** If the contract is awarded by an agency other than the Department of Defense, add the following paragraph (i) to the basic clause:

- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
- (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
- (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.