SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER
F367465-26-2000027

PAGE 1 OF 40

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
36C78626Q50220

6. SOLICITATION ISSUE DATE
07/02/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
David Hester

b. TELEPHONE NUMBER (*No collect calls*)

8. OFFER DUE DATE / LOCAL TIME
07/31/2026
08:00

9. ISSUED BY
NATIONAL CEMETERY ADMIN (786)
NATIONAL CEMETERY ADMINISTRATION
DEPT OF VETERANS AFFAIRS
18434 JOPLIN RD.
TRIANGLE, VA 22172

CODE 36C786

10. THE ACQUISITION IS
- [ ] UNRESTRICTED OR
- [X] SET ASIDE: 100.00 % FOR
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [X] SERVICE-DISALBED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561730
SIZE STANDARD: 9.5 million

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %

- [ ] 13a. THIS CONTRACT IS RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM – DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO
FORT BLISS NATIONAL CEMETERY (886)
DEPT OF VETERANS AFFAIRS (886)
FORT BLISS NATIONAL CEMETERY
PO BOX 6342
EL PASO, TX 79906

CODE 367465

16. ADMINISTERED BY
NATIONAL CEMETERY ADMIN (786)
NATIONAL CEMETERY ADMINISTRATION
DEPT OF VETERANS AFFAIRS
18434 JOPLIN RD.
TRIANGLE, VA 22172

CODE 36C786

17a. CONTRACTOR/ OFFEROR

CODE

FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY
TUNGSTEN
http://www.tungsten-network.com/customer-campaigns/veterans-affairs/

CODE NCA-VACO

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES (*Use Reverse and/or Attach Additional Sheets as Necessary*)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

See Continuation Page (Section 1) Below

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Government Use Only*)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATE SIGNED

31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*)

31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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Section 1 - Continuation Sheet

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0001	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	480.000000	CY			
	Description: Spoils removal					
	Period of Performance: 08/01/2026 - 07/31/2027					
	Reference Line: F367465-26-2000027 - 0001					
	Pricing Options: Base					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0002	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	480.000000	CY			
	Description: Spoils Removal					
	Period of Performance: 08/01/2027 - 07/31/2028					
	Reference Line: F367465-26-2000027 - 1001					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0003	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	480.000000	CY			
	Description: Spoils Removal					
	Period of Performance: 08/01/2028 - 07/31/2029					
	Reference Line: F367465-26-2000027 - 2001					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0004	See Description Below PSC: S208	480.000000	CY			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	LANDSCAPING/ GROUNDSKEEPING SERVICES					
	Description: Spoils Removal					
	Period of Performance: 08/01/2029 - 07/31/2030					
	Reference Line: F367465-26-2000027 - 3001					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0005	See Description Below PSC: S208 LANDSCAPING/ GROUNDSKEEPING SERVICES	480.000000	CY			
	Description: Spoils Removal					
	Period of Performance: 08/01/2030 - 07/31/2031					
	Reference Line: F367465-26-2000027 - 4001					

ADMINISTRATIVE GUIDANCE FOR OFFERORS

Site Visit:

A site visit is scheduled is 7/16/2026 @10 am, the meeting place is the front maintenance area at Fort Bliss National Cemetery. Vendors are strongly encouraged to attend the site visit to ensure a full understanding of the requirements. No additional or repeat site visits will be scheduled.

Vendor Questions:

All vendor questions regarding this solicitation shall be submitted by email to the david.hester@va.gov no later 7/18/2026. Questions received after this deadline may not be addressed, and answers will be provided via amendment no later than 7/22/2026 on SAM.gov.

Late Quotes:

Late quotes will not be accepted. Vendors are responsible for ensuring that their complete quote is submitted prior to the solicitation closing date and time.

SAM Registration:

Only quotes submitted by vendors that are actively registered in SAM.gov at the time of quote submission and award will be considered. Quotes from vendors that are not actively registered in SAM.gov will be rejected as non-responsive.

Amendments:

Vendors are responsible for monitoring SAM.gov for all solicitation amendments up to the closing date. Failure to acknowledge or comply with amendments may result in the quote being deemed non-responsive.

Review of the Solicitation:

Vendors shall read the entire solicitation, including all sections, attachments, specifications, and amendments, prior to submitting a quote. Vendors are responsible for ensuring that all requirements are addressed in their submission.

Completeness of Quote:

The Government will evaluate only the information submitted. The Government will not make assumptions about vendor capabilities, technical approaches, or past performance not clearly documented in the quote. Vendors must provide complete, accurate, and detailed responses to all solicitation requirements.

(End of Document)

STATEMENT OF WORK
FORT BLISS NATIONAL CEMETERY
MONTHLY SPOIL REMOVAL

1. GENERAL SCOPE OF WORK: The Contractor shall furnish all labor, supervision, materials, and equipment services to perform monthly removal of spoils and debris from within Fort Bliss National Cemetery and dispose of it offsite. Work includes but is not limited to removal and disposal (or recycling) of soil, buried vegetative debris mixed in with the soil and shrub/tree debris. The Fort Bliss National Cemetery is located at 5200 Fred Wilson Boulevard, El Paso, TX 79916.

2. DESCRIPTION OF SERVICES:

a. The contractor shall furnish all labor, materials, equipment, and supervision necessary to collect, transport, and dispose (or recycle) of soil and vegetative debris mixed with the soil from the existing soil spoils debris sites located within the material laydown area near the maintenance building.

b. The estimated quantity of soil spoils debris to be removed in 40 cubic yards per month (480 cubic yards per year).

c. All disposal and permit fees shall be paid by the Contractor. The Contractor shall log and submit documentation to the Contracting Officer's Representative (COR) for verification of quantity of material removed. All spoils shall be removed and disposed of offsite in compliance with State and Local ordinances. All material removed from the Cemetery shall be recorded and disposal tickets provided to the COR. Disposal ticket shall indicate weight (tonnage or cubic yard) and destination address of recycling center or landfill.

d. The truck haul route through the Cemetery shall be through the maintenance parking lot gate, straight to spoils area. See attachment for location.

e. All work shall be coordinated with the Contracting Officer's Representative (COR). Work will be conducted in such a manner to minimize the impact on the Cemetery operations. The method and scheduling pick-up shall be approved by the COR. Pick-up will be accomplished between the hours of 9:00am and 3:30pm, Monday through Friday, except Federal Holidays.

f. The contractor shall not block site access to the spoils area to ensure access usage by the cemetery and other contractors.

GENERAL REQUIREMENTS

1. SAFETY AND ENVIRONMENTAL PROTECTION

a. The Contractor shall be responsible to ensure all work shall be done in a manner that safeguards all VA visitors, employees, and public. The Contractor shall be solely responsible for any and all actions initiated and/or completed by his/her employees. The Contractor shall assume sole responsibility for safety of all persons on or about the construction site, in accordance with applicable laws and codes. Guard all hazards in accordance with the safety provisions of the latest manual of accident prevention published by the Associated General Contractors of America and OSHA.

b. Matters related to safety, and any actions of the Contractor shall meet all safety requirements, Department of Veterans Affairs, OSHA, and the State. It is incumbent upon the Contractor to be familiar with these requirements.

c. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor at all work sites to eliminate hazards and for the protection, safety, and warning of all public visitors, pedestrians, cemetery employees, and vehicular traffic within the area.

d. Furthermore, the contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, etc., and be consistent and fully compliant with all applicable Federal, State, County and City laws, ordinances, Right-to-Know laws, EPA guidelines, and regulations.

e. Spill Prevention, Containment, and Clean-up: The Contractor shall contain, clean up, and report all spills on Government property in a manner that complies with all applicable Federal, State, and Local laws and regulations or otherwise stated herein, and the installation spill control plan at no cost to the Government.

2. DISPOSAL AND RETENTION

a. The Contractor shall dispose of all hazardous waste in accordance with the Resource Conservation and Recovery Act (RCRA) and all other applicable Federal, State, and Local law and regulations.

3. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS

a. Damage to Government property: The Contractor (including his or her employees, subcontractors, consultants or the like) shall be responsible for repair or replacement of any contractor damaged cemetery structure, to include: turf, curb, road pavement, headstones or markers, valve boxes, grid monument control markers, trees, plant beds, etc., which are chipped, marred, damaged and/or ruined at the fault of the Contractor. The Contractor shall bear all costs associated with replacement and reinstallation. Any

such damage shall be brought to the immediate attention of the COR prior to repair, replacement, or installation. Contractor shall be responsible for damages to utilities, above and below ground.

b. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site that are not to be removed, and which do not unreasonably interfere with the work required under this contract.

c. The Contractor shall protect from damage all existing improvements and utilities at or near the work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall immediately notify the COR of any such occurrence and repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

4. STANDARDS OF EMPLOYEE CONDUCT

Contractor personnel shall be required to adhere to the following standards of dress and conduct, as briefly mentioned here, while performing work in the National Cemetery. These standards and regulations are enforceable under Title 38, U.S.C., Part I, Chapter 9, Section 901.

a. Clothing shall be presentable and suitable for the work while maintaining proper appearance and decorum indicative for a National Shrine. Clothing shall be clean and cleanliness and personal hygiene are imperative. T-shirts and/or tank tops as outer garments are prohibited. Protective/safety clothing and shoes shall meet or exceed OSHA and state requirements.

b. Behavior and language must be appropriate, reverent, and respectful at all times.

c. Eating and drinking (except water) is prohibited in the work areas and within sight of a committal shelter during a service.

d. Use of intoxicating beverages, any tobacco products, and illegal drugs on the Cemetery premises is strictly prohibited.

e. Contractor personnel shall not lean, sit, or stand on or against headstones or monuments. No tools, equipment or other items will be placed or leaned on headstones or monuments.

5. PERMITS AND LICENSES

The Contractor shall be responsible for obtaining all necessary and current licenses, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the commencement of work. The contractor shall provide the

Contracting Officer with copies of these required documents with his/her proposal or at other times where the COR deems necessary during the duration of the project.

6. THE GOVERNMENT'S RESPONSIBILITIES

a. Upon award of the contract, the Government will inform the Contractor prior to commencing the work, of any known damage to the cemetery grounds, or any other areas that the Contractor is unaware of and not responsible for. In addition, upon award of the contract, a walk-through of the cemetery grounds where the contractor will pick up spoils by the COR, and Contractor shall be scheduled to occur.

b. The Government will load the trucks using current assets and will coordinate with the driver to ensure proper loading procedures and safety requirements are adhered to.

c. The Government shall not be responsible for any loss, damage, or theft of Contractor items. Contractor shall be responsible for acceptable standards of housekeeping and custodial maintenance of Cemetery facilities used by Contractor's employees.

CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

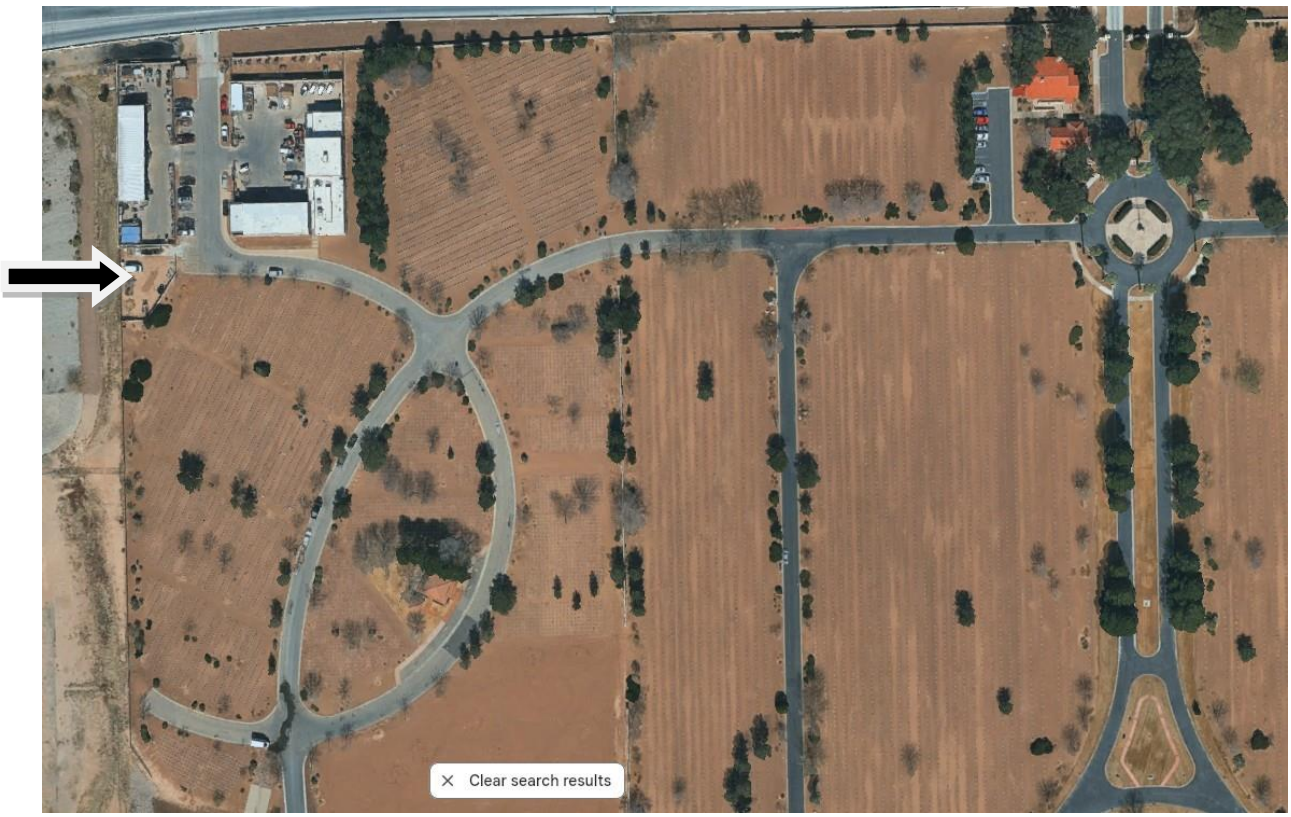
Attachments 1 through 3

Attachment 1 Spoils Location Map

Attachment 2 Work Summary & Progress Report

Attachment 3 Contract Discrepancy Report (CDR)

SPOILS LOCATION MAP



The spoils yard is located near the maintenance building. All vehicles used for pick-ups will utilize the maintenance yard entrance.

ATTACHMENT 2

WORK SUMMARY & PROGRESS REPORT	Period Covered:	From:	To:
Cemetery Location: **Fort Bliss National Cemetery**	Contractor Information:		
Project Title: **Removal of Excess Spoils Services**			
Contract No:			

Inspection / Acceptance: *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 some or all of the services that have been tendered for acceptance. The Government may require re-performance of nonconforming services at no increase in contract price. The Government shall exercise its post-acceptance rights:*

1. Within a reasonable time after the defect was discovered or should have been discovered; and

2. Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

WORK COMPLETED & SUBMITTED FOR ACCEPTANCE
(This form is not to be used as an Invoice)

1	Removal and Disposal of Spoils	Quantity / Unit	CY
		Date Completed:	

Report below any circumstances which may have adversely affected work progress such as weather, strikes, delays by the Government, etc.

Signature of Contractor:	Date Signed	Signature of Cemetery Director / COR	Date Signed

Note: Contractor shall sign confirming that services indicated have been completed. Government shall also sign in acknowledgment of receipt of the Progress Report.

Duplicate Form as Necessary

ATTACHMENT 3

Contract Discrepancy Report		
Contract Number:	Report No. for this Discrepancy:	
To: (Contractor/Manager's Name)	From: (Name of COR)	
5. Dates		
5a. Prepared:	5b. Returned by Contractor:	5c. Action Complete:
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.) _____ _____		
Signature of Contracting Officer or COR:		
8a. To: (Contracting Officer and/or COR)	8b. From: (Contractor)	
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.) _____ _____ _____		
10a. Signature of Contractor Representative:	10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.) _____ _____ _____		
12. Government Actions: (Reduced payment, cure notice, show cause, other) _____ _____ _____		
13. Close Out		

	Name	Title	Signature	Date
a. Contractor				
b. COR				
c. CO				

Continuation of Standard Form 1449

Block 19 and Block 20: Schedule of Services

Base Year: August 1, 2026 or Date of Award thru July 31, 2027					
CLIN No.	**Supplies/Services**	**Est. Qty**	**Unit**	**Unit Cost**	**Est. Total Cost**
0001	Remove soil and buried vegetative debris (40 cubic yards each month) from the active spoil's disposal site.	480	CY		
			Total Estimated Cost For the Base Year:		$ _____

OPTION YEAR 1: August 1, 2027 thru July 31, 2028					
CLIN No.	**Supplies/Services**	**Est. Qty**	**Unit**	**Unit Cost**	**Est. Total Cost**
1001	Remove soil and buried vegetative debris (40 cubic yards each month) from the active spoil's disposal site.	480	CY	$ _____	$ _____
			Total Estimated Cost For Option Year I:		$ _____

OPTION YEAR 2: August 1, 2028 thru July 31, 2029					
CLIN No.	**Supplies/Services**	**Est. Qty**	**Unit**	**Unit Cost**	**Est. Total Cost**
2001	Remove soil and buried vegetative debris (40 cubic yards each month) from the active spoil's disposal site.	480	CY	$ _____	$ _____
			Total Estimated Cost For Option Year II:		$ _____

OPTION YEAR 3: August 1, 2029 thru July 31, 2030					
CLIN No.	**Supplies/Services**	**Est. Qty**	**Unit**	**Unit Cost**	**Est. Total Cost**
3001	Remove soil and buried vegetative debris (40 cubic yards each month) from the active spoil's disposal site.	480	CY	$ _____	$ _____
				Total Estimated Cost For Option Year III:	$ _____

OPTION YEAR 4: August 1, 2030 thru July 31, 2031					
CLIN No.	**Supplies/Services**	**Est. Qty**	**Unit**	**Unit Cost**	**Est. Total Cost**
4001	Remove soil and buried vegetative debris (40 cubic yards each month) from the active spoil's disposal site.	480	CY	$ _____	$ _____
				Total Estimated Cost For Option Year IV:	$ _____

SUMMARY TOTALS

	EST. TOTAL
Base Year – 8/1/26 or Date of Award thru 7/31/27:	$_____
Option Year I – 8/1/27 – 7/31/28:	$ _____
Option Year II – 8/1/28 – 7/31/29:	$ _____
Option Year III - 8/1/29 – 7/31/30:	$ _____
Option Year IV - 8/1/30 – 7/31/31:	$ _____
Grand Total (Base + all Option Years):	$ _____

NOTE: Contract Line Items Numbers (CLINs) and Associated Price.

Offerors shall enter unit cost and total amounts for each CLIN as indicated in the schedule. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid price and the total of the CLINs will be recomputed accordingly.

Offerors shall enter the Total Cost for each year in the "Summary Totals" where indicated. Offeror shall calculate the Grand Total for all years and enter where indicated.

Offeror is to understand the quantities stated in the schedule are estimates for pricing purposes only.

Evaluation Criteria for Spoil Removal

The proposal must clearly indicate that the offeror has performed adequate planning to accomplish the hauling and dumping operation as defined in the Work Statement.

Does the proposal include a complete plan to accomplish the requirement, including subcontracting?

Does the offeror's plan demonstrate that appropriate personnel and equipment to carry out the requirements?

Section 2 - Contract Clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
www.acquisition.gov/browse/index/far (FAR)
www.va.gov/oal/library/vaar/index.asp (VAAR)

[Insert one or more Internet addresses]

(End of clause)

Deliveries or Performance

Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0001/1		480.000000		FORT BLISS NATIONAL CEMETERY (886) DEPT OF VETERANS AFFAIRS (886) FORT BLISS NATIONAL CEMETERY PO BOX 6342 EL PASO, TX 79906
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0002/1		480.000000		FORT BLISS NATIONAL CEMETERY (886) DEPT OF VETERANS AFFAIRS (886) FORT BLISS NATIONAL CEMETERY PO BOX 6342 EL PASO, TX 79906
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0003/1		480.000000		FORT BLISS NATIONAL CEMETERY (886) DEPT OF VETERANS AFFAIRS (886) FORT BLISS NATIONAL CEMETERY PO BOX 6342 EL PASO, TX 79906
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0004/1		480.000000		FORT BLISS NATIONAL CEMETERY (886) DEPT OF VETERANS AFFAIRS (886) FORT BLISS NATIONAL CEMETERY PO BOX 6342 EL PASO, TX 79906
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0005/1		480.000000		FORT BLISS NATIONAL CEMETERY (886) DEPT OF VETERANS AFFAIRS (886) FORT BLISS NATIONAL CEMETERY PO BOX 6342 EL PASO, TX 79906

PERIOD OF PERFORMANCE

ITEM	START	END
0001	08/01/2026	07/31/2027
0002	08/01/2027	07/31/2028
0003	08/01/2028	07/31/2029
0004	08/01/2029	07/31/2030
0005	08/01/2030	07/31/2031

Clause	Title	Fill-ins

Clause	Title	Fill-ins
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023)	
52.219-6	Notice of Total Small Business Set-Aside (Nov 2020)	
52.219-8	Utilization of Small Business Concerns (Jan 2025)	
52.219-9	Small Business Subcontracting Plan (Jan 2025)	
52.222-3	Convict Labor (June 2003)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
52.222-41	Service Contract Labor Standards (Aug 2018)	
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)	
52.222-50	Combating Trafficking in Persons (Oct 2025)	
52.225-1	Buy American-Supplies (Oct 2022)	
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.232-18	Availability of Funds (Apr 1984)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	

Clause	Title	Fill-ins
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (Oct 2025)	

52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ [*insert dates*].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after _____ [*insert date*].

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option

provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months (months)(years).

(End of clause)

52.219-14 Limitations on Subcontracting (Oct 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition*. *Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that--

(1) Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to--

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are--

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are--

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting*. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause--

[*Contracting Officer check as appropriate.*]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

__ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	**Monetary Wage-Fringe Benefits**
_____	_____
_____	_____
_____	_____
_____	_____

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond current fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee’s authority. A copy of the designation letter shall be furnished to the Contractor.

(End of clause)

852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor’s products or services or considers the Contractor’s products or services superior to other products or services.

(End of clause)

852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (NOV 2022)

(a) *Definition*. For the Department of Veterans Affairs, “*Service-disabled Veteran-owned small business concern or SDVOSB*”:

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.101, Surviving Spouse definition);

(ii) The management and daily business operations of which are controlled by one or more service-disabled Veterans (or eligible surviving spouses) or, in the case of a service-disabled Veteran with permanent and severe disability, the spouse or permanent caregiver of such Veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been verified for ownership and control pursuant to 38 CFR part 74 and is listed in VA’s Vendor Information Pages (VIP) database at https://www.vetbiz.va.gov/vip/; and

(v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR parts 121 and 125, provided that any reference therein to a service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to apply to a VA verified and VIP-listed SDVOSB, unless otherwise stated in this clause.

(2) The term “Service-disabled Veteran” means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(3) The term “small business concern” has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term “small business concern owned and controlled by Veterans with service-connected disabilities” has the meaning given the term “small business concern owned and controlled by service-disabled veterans” under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)), except that for a VA contract the firm must be listed in the VIP database (see paragraph (a)(1)(iv) of this clause).

(b) *General.* (1) Offers are solicited only from VIP-listed SDVOSBs. Offers received from entities that are not VIP-listed SDVOSBs at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a VIP-listed SDVOSB who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation.* Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70.

(d) *Agreement.* When awarded a contract action, including orders under multiple-award contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406(b) and 13 CFR 125.6. Unless otherwise stated in this clause, a requirement in 13 CFR parts 121 and 125 that applies to an SDVO SBC, is to be construed to also apply to a VIP-listed SDVOSB. For the purpose of limitations on subcontracting, only VIP-listed SDVOSBs (including independent contractors) shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required certification requirements in this solicitation (see 852.219-75 or 852.219-76 as applicable). These requirements are summarized as follows:

(1) *Services.* In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not VIP-listed SDVOSBs (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products.* (i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not VIP-listed SDVOSBs. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CRF 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction.* In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not VIP-listed SDVOSBs.

(4) *Special trade construction contractors.* In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not VIP-listed SDVOSBs.

(5) *Subcontracting.* An SDVOSB must meet the NAICS size standard assigned by the prime contractor and be listed in VIP to count as similarly situated. Any work that a first tier VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period.* An SDVOSB shall comply with the limitations on subcontracting as follows:

[Contracting Officer check as appropriate.]

X By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

__ By the end of the performance period for each order issued under the contract.

(f) *Joint ventures.* A joint venture may be considered eligible as an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any requirement therein that applies to an SDVO SBC is to be construed to apply to a VIP-listed SDVOSB. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence.* The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Program for SDVO SBCs, and the VA Veterans First Contracting Program.

(h) *Misrepresentation.* Pursuant to 38 USC 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406-2 Causes for Debarment).

(End of clause)

852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING-CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022)

(a) Pursuant to 38 U.S.C. 8127(k)(2), the offeror certifies that-

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows: [*Contracting Officer check the appropriate box below based on the predominant NAICS code assigned to the instant acquisition as set forth in FAR 19.102.*]

(i) X *Services.* In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-73 or VOSBs as set forth in 852.219-74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) __ *General construction.* In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-73 or VOSBs as set forth in 852.219-74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) __ Special trade construction contractors. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-73 or VOSBs as set forth in 852.219-74. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating section 1001 of title 18.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification:

I hereby certify that if awarded the contract, _____ will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of _____ .

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____
_____

(End of clause)

852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation shall be furnished to the Contractor.

(End of clause)

Section 3 - Documents, Exhibits, or Attachments

Title	Dates	Number of Pages
Wage Determination 2015-5229	07/09/2026	

Section 4 - Solicitation Provisions

Provision	Title	Fill-ins

Provision	Title	Fill-ins
52.203-11	Certification And Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)	
52.204-7	System for Award Management (Nov 2024)	
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)	
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023)	
52.217-5	Evaluation of Options (July 1990)	

52.225-2 Buy American Certificate (Oct 2022)

(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," and "foreign end product" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(b) Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. _____

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of provision)

52.233-2 Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NATIONAL CEMETERY ADMIN (786).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (OCT 2020)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the Offeror's performance of work under the contract may provide the Contractor with an unfair competitive advantage. The term "organizational conflict of interest" means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The Offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The Offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The Offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the Contracting Officer, the Contracting Officer may determine that an organizational conflict of interest exists which would warrant disqualifying the Contractor for award of the contract unless the organizational conflict of interest can be mitigated to the Contracting Officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the Contracting Officer finds that it is in the best interest of the United States to award the contract, the Contracting Officer shall request a waiver in accordance with FAR 9.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer or arising as a result of a modification to the contract, may result in the termination of the contract at no expense to the Government.

(End of provision)

852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

(a) Any protest filed by an interested party shall–

(1) Include the name, address, fax number, and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of provision)

852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue, NW, Washington, DC 20420 or Email: EDProtests@va.gov.

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of provision)

"

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of Wage Determinations

Wage Determination No.: 2015-5229
Revision No.: 29
Date Of Last Revision: 5/13/2026

State: Texas

Area: Texas Counties of El Paso and Hudspeth

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.16
01012 - Accounting Clerk II		19.26
01013 - Accounting Clerk III		21.54
01020 - Administrative Assistant		28.59
01035 - Court Reporter		22.99
01041 - Customer Service Representative I		15.37
01042 - Customer Service Representative II		16.78
01043 - Customer Service Representative III		18.82
01051 - Data Entry Operator I		14.01
01052 - Data Entry Operator II		15.47
01060 - Dispatcher, Motor Vehicle		19.99
01070 - Document Preparation Clerk		15.47
01090 - Duplicating Machine Operator		15.47
01111 - General Clerk I		14.56
01112 - General Clerk II		15.89
01113 - General Clerk III		17.83
01120 - Housing Referral Assistant		22.86
01141 - Messenger Courier		15.61
01191 - Order Clerk I		14.48
01192 - Order Clerk II		15.80
01261 - Personnel Assistant (Employment) I		18.82
01262 - Personnel Assistant (Employment) II		21.05
01263 - Personnel Assistant (Employment) III		23.48
01270 - Production Control Clerk		19.39
01290 - Rental Clerk		14.25
01300 - Scheduler, Maintenance		18.34
01311 - Secretary I		18.34
01312 - Secretary II		20.51
01313 - Secretary III		22.86
01320 - Service Order Dispatcher		17.86
01410 - Supply Technician		28.59
01420 - Survey Worker		18.31
01460 - Switchboard Operator/Receptionist		13.73
01531 - Travel Clerk I		16.68
01532 - Travel Clerk II		18.56
01533 - Travel Clerk III		19.83
01611 - Word Processor I		16.34
01612 - Word Processor II		18.34
01613 - Word Processor III		20.51
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.19
05010 - Automotive Electrician		18.30
05040 - Automotive Glass Installer		17.00
05070 - Automotive Worker		17.00
05110 - Mobile Equipment Servicer		14.18
05130 - Motor Equipment Metal Mechanic		19.73
05160 - Motor Equipment Metal Worker		17.00
05190 - Motor Vehicle Mechanic		19.73
05220 - Motor Vehicle Mechanic Helper		12.76
05250 - Motor Vehicle Upholstery Worker		15.61
05280 - Motor Vehicle Wrecker		17.00
05310 - Painter, Automotive		18.30
05340 - Radiator Repair Specialist		17.00
05370 - Tire Repairer		15.58
05400 - Transmission Repair Specialist		19.73
07000 - Food Preparation And Service Occupations		
07010 - Baker		13.42

07041 - Cook I		12.75
07042 - Cook II		15.27
07070 - Dishwasher		11.75
07130 - Food Service Worker		11.53
07210 - Meat Cutter		14.51
07260 - Waiter/Waitress		11.30
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		19.77
09040 - Furniture Handler		10.98
09080 - Furniture Refinisher		19.77
09090 - Furniture Refinisher Helper		13.77
09110 - Furniture Repairer, Minor		16.85
09130 - Upholsterer		19.77
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		13.05
11060 - Elevator Operator		13.63
11090 - Gardener		20.61
11122 - Housekeeping Aide		13.63
11150 - Janitor		13.63
11210 - Laborer, Grounds Maintenance		14.77
11240 - Maid or Houseman		12.44
11260 - Pruner		13.52
11270 - Tractor Operator		18.53
11330 - Trail Maintenance Worker		14.77
11360 - Window Cleaner		14.29
12000 - Health Occupations		
12010 - Ambulance Driver		16.09
12011 - Breath Alcohol Technician		24.11
12012 - Certified Occupational Therapist Assistant		33.12
12015 - Certified Physical Therapist Assistant		31.87
12020 - Dental Assistant		17.94
12025 - Dental Hygienist		39.81
12030 - EKG Technician		36.55
12035 - Electroneurodiagnostic Technologist		36.55
12040 - Emergency Medical Technician		16.09
12071 - Licensed Practical Nurse I		21.56
12072 - Licensed Practical Nurse II		24.11
12073 - Licensed Practical Nurse III		26.90
12100 - Medical Assistant		17.52
12130 - Medical Laboratory Technician		23.94
12160 - Medical Record Clerk		19.64
12190 - Medical Record Technician		21.97
12195 - Medical Transcriptionist		17.29
12210 - Nuclear Medicine Technologist		53.00
12221 - Nursing Assistant I		13.27
12222 - Nursing Assistant II		14.93
12223 - Nursing Assistant III		16.29
12224 - Nursing Assistant IV		18.28
12235 - Optical Dispenser		16.61
12236 - Optical Technician		18.13
12250 - Pharmacy Technician		18.46
12280 - Phlebotomist		17.70
12305 - Radiologic Technologist		31.81
12311 - Registered Nurse I		26.44
12312 - Registered Nurse II		32.34
12313 - Registered Nurse II, Specialist		32.34
12314 - Registered Nurse III		39.13
12315 - Registered Nurse III, Anesthetist		39.13
12316 - Registered Nurse IV		46.91
12317 - Scheduler (Drug and Alcohol Testing)		29.89
12320 - Substance Abuse Treatment Counselor		25.55
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		24.93
13012 - Exhibits Specialist II		30.88
13013 - Exhibits Specialist III		37.78
13041 - Illustrator I		24.93
13042 - Illustrator II		30.88
13043 - Illustrator III		37.78
13047 - Librarian		34.20
13050 - Library Aide/Clerk		12.85
13054 - Library Information Technology Systems Administrator		30.88
13058 - Library Technician		17.24
13061 - Media Specialist I		22.28
13062 - Media Specialist II		24.93
13063 - Media Specialist III		27.79
13071 - Photographer I		15.64
13072 - Photographer II		19.65
13073 - Photographer III		24.33
13074 - Photographer IV		29.59
13075 - Photographer V		33.74
13090 - Technical Order Library Clerk		16.14
13110 - Video Teleconference Technician		19.32
14000 - Information Technology Occupations		
14041 - Computer Operator I		18.61
14042 - Computer Operator II		20.81
14043 - Computer Operator III		23.21
14044 - Computer Operator IV		25.79
14045 - Computer Operator V		28.56
14071 - Computer Programmer I	(see 1)	22.18
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.61
14160 - Personal Computer Support Technician		25.79
14170 - System Support Specialist		28.56
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.24
15020 - Aircrew Training Devices Instructor (Rated)		41.43
15030 - Air Crew Training Devices Instructor (Pilot)		49.67
15050 - Computer Based Training Specialist / Instructor		34.24
15060 - Educational Technologist		36.37
15070 - Flight Instructor (Pilot)		49.67
15080 - Graphic Artist		21.65
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		49.67
15086 - Maintenance Test Pilot, Rotary Wing		49.67
15088 - Non-Maintenance Test/Co-Pilot		49.67
15090 - Technical Instructor		19.87
15095 - Technical Instructor/Course Developer		24.30
15110 - Test Proctor		16.04
15120 - Tutor		16.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.52
16030 - Counter Attendant		10.52
16040 - Dry Cleaner		12.31
16070 - Finisher, Flatwork, Machine		10.52
16090 - Presser, Hand		10.52
16110 - Presser, Machine, Drycleaning		10.52
16130 - Presser, Machine, Shirts		10.52
16160 - Presser, Machine, Wearing Apparel, Laundry		10.52
16190 - Sewing Machine Operator		13.03
16220 - Tailor		13.75
16250 - Washer, Machine		10.98
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.62
19040 - Tool And Die Maker		26.66
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.86
21030 - Material Coordinator		19.39
21040 - Material Expediter		19.39
21050 - Material Handling Laborer		15.87
21071 - Order Filler		16.27
21080 - Production Line Worker (Food Processing)		17.86
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		13.71
21150 - Stock Clerk		16.83
21210 - Tools And Parts Attendant		17.86
21410 - Warehouse Specialist		17.86
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.37
23019 - Aircraft Logs and Records Technician		29.09
23021 - Aircraft Mechanic I		36.79
23022 - Aircraft Mechanic II		39.37
23023 - Aircraft Mechanic III		41.90
23040 - Aircraft Mechanic Helper		23.87
23050 - Aircraft, Painter		33.08
23060 - Aircraft Servicer		29.09
23070 - Aircraft Survival Flight Equipment Technician		33.08
23080 - Aircraft Worker		31.67
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		31.67
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		36.79
23110 - Appliance Mechanic		21.80
23120 - Bicycle Repairer		18.58
23125 - Cable Splicer		35.01
23130 - Carpenter, Maintenance		19.13
23140 - Carpet Layer		22.25
23160 - Electrician, Maintenance		22.40
23181 - Electronics Technician Maintenance I		25.46
23182 - Electronics Technician Maintenance II		27.44
23183 - Electronics Technician Maintenance III		29.58
23260 - Fabric Worker		20.44
23290 - Fire Alarm System Mechanic		28.12
23310 - Fire Extinguisher Repairer		18.58
23311 - Fuel Distribution System Mechanic		23.08
23312 - Fuel Distribution System Operator		16.72
23370 - General Maintenance Worker		17.78
23380 - Ground Support Equipment Mechanic		36.79
23381 - Ground Support Equipment Servicer		29.09
23382 - Ground Support Equipment Worker		31.67
23391 - Gunsmith I		18.58
23392 - Gunsmith II		22.25
23393 - Gunsmith III		25.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic		22.22
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		23.78

23430 - Heavy Equipment Mechanic		25.59
23440 - Heavy Equipment Operator		21.33
23460 - Instrument Mechanic		25.85
23465 - Laboratory/Shelter Mechanic		23.98
23470 - Laborer		15.87
23510 - Locksmith		19.79
23530 - Machinery Maintenance Mechanic		24.30
23550 - Machinist, Maintenance		21.65
23580 - Maintenance Trades Helper		15.51
23591 - Metrology Technician I		25.85
23592 - Metrology Technician II		27.67
23593 - Metrology Technician III		29.44
23640 - Millwright		24.82
23710 - Office Appliance Repairer		17.34
23760 - Painter, Maintenance		17.24
23790 - Pipefitter, Maintenance		25.05
23810 - Plumber, Maintenance		23.24
23820 - Pneudraulic Systems Mechanic		25.85
23850 - Rigger		25.62
23870 - Scale Mechanic		22.25
23890 - Sheet-Metal Worker, Maintenance		23.40
23910 - Small Engine Mechanic		20.47
23931 - Telecommunications Mechanic I		26.93
23932 - Telecommunications Mechanic II		28.82
23950 - Telephone Lineman		34.51
23960 - Welder, Combination, Maintenance		19.12
23965 - Well Driller		25.85
23970 - Woodcraft Worker		25.85
23980 - Woodworker		18.58
24000 - Personal Needs Occupations		
24550 - Case Manager		19.04
24570 - Child Care Attendant		10.92
24580 - Child Care Center Clerk		13.61
24610 - Chore Aide		10.73
24620 - Family Readiness And Support Services Coordinator		19.04
24630 - Homemaker		19.04
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		24.33
25040 - Sewage Plant Operator		20.61
25070 - Stationary Engineer		24.33
25190 - Ventilation Equipment Tender		15.79
25210 - Water Treatment Plant Operator		20.61
27000 - Protective Service Occupations		
27004 - Alarm Monitor		21.33
27007 - Baggage Inspector		13.14
27008 - Corrections Officer		26.32
27010 - Court Security Officer		27.18
27030 - Detection Dog Handler		14.84
27040 - Detention Officer		26.32
27070 - Firefighter		28.80
27101 - Guard I		13.14
27102 - Guard II		14.84
27131 - Police Officer I		31.35
27132 - Police Officer II		34.84
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		14.55
28042 - Carnival Equipment Repairer		16.19
28043 - Carnival Worker		11.07
28210 - Gate Attendant/Gate Tender		16.96
28310 - Lifeguard		13.09
28350 - Park Attendant (Aide)		18.96
28510 - Recreation Aide/Health Facility Attendant		13.85
28515 - Recreation Specialist		23.51
28630 - Sports Official		15.11
28690 - Swimming Pool Operator		19.40
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		25.89
29020 - Hatch Tender		25.89
29030 - Line Handler		25.89
29041 - Stevedore I		23.78
29042 - Stevedore II		27.89
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	34.99
30021 - Archeological Technician I		18.47
30022 - Archeological Technician II		20.66
30023 - Archeological Technician III		25.58
30030 - Cartographic Technician		25.58
30040 - Civil Engineering Technician		23.49
30051 - Cryogenic Technician I		28.34
30052 - Cryogenic Technician II		31.29
30061 - Drafter/CAD Operator I		18.47
30062 - Drafter/CAD Operator II		20.66
30063 - Drafter/CAD Operator III		23.02
30064 - Drafter/CAD Operator IV		28.34
30081 - Engineering Technician I		16.33
30082 - Engineering Technician II		18.32

30083 - Engineering Technician III		20.50
30084 - Engineering Technician IV		25.39
30085 - Engineering Technician V		31.06
30086 - Engineering Technician VI		37.57
30090 - Environmental Technician		22.55
30095 - Evidence Control Specialist		25.58
30210 - Laboratory Technician		24.11
30221 - Latent Fingerprint Technician I		26.02
30222 - Latent Fingerprint Technician II		28.73
30240 - Mathematical Technician		27.39
30361 - Paralegal/Legal Assistant I		23.32
30362 - Paralegal/Legal Assistant II		28.89
30363 - Paralegal/Legal Assistant III		35.33
30364 - Paralegal/Legal Assistant IV		42.74
30375 - Petroleum Supply Specialist		31.29
30390 - Photo-Optics Technician		25.58
30395 - Radiation Control Technician		31.29
30461 - Technical Writer I		29.08
30462 - Technical Writer II		35.56
30463 - Technical Writer III		43.03
30491 - Unexploded Ordnance (UXO) Technician I		29.28
30492 - Unexploded Ordnance (UXO) Technician II		35.43
30493 - Unexploded Ordnance (UXO) Technician III		42.46
30494 - Unexploded (UXO) Safety Escort		29.28
30495 - Unexploded (UXO) Sweep Personnel		29.28
30501 - Weather Forecaster I		28.34
30502 - Weather Forecaster II		34.47
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	23.02
30621 - Weather Observer, Senior	(see 2)	25.58
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.43
31020 - Bus Aide		11.91
31030 - Bus Driver		18.29
31043 - Driver Courier		14.95
31260 - Parking and Lot Attendant		12.64
31290 - Shuttle Bus Driver		14.10
31310 - Taxi Driver		13.38
31361 - Truckdriver, Light		16.63
31362 - Truckdriver, Medium		18.30
31363 - Truckdriver, Heavy		23.17
31364 - Truckdriver, Tractor-Trailer		23.17
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.27
99030 - Cashier		11.64
99050 - Desk Clerk		12.74
99095 - Embalmer		29.28
99130 - Flight Follower		29.28
99251 - Laboratory Animal Caretaker I		14.19
99252 - Laboratory Animal Caretaker II		15.75
99260 - Marketing Analyst		32.61
99310 - Mortician		29.28
99410 - Pest Controller		18.92
99510 - Photofinishing Worker		15.39
99710 - Recycling Laborer		18.23
99711 - Recycling Specialist		22.87
99730 - Refuse Collector		17.40
99810 - Sales Clerk		13.43
99820 - School Crossing Guard		10.08
99830 - Survey Party Chief		26.89
99831 - Surveying Aide		18.63
99832 - Surveying Technician		22.00
99840 - Vending Machine Attendant		17.97
99841 - Vending Machine Repairer		23.83
99842 - Vending Machine Repairer Helper		17.97

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the cor
Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $5.55 per hour, up to 40 hours per week, or $222.00 per week or $962.00 per month

HEALTH & WELFARE EO 13706: $5.09 per hour, up to 40 hours per week, or $203.60 per week, or $882.27 per month*

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

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

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

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

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

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