SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER
F367471-26-2000016

PAGE 1 OF 62

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
36C78626Q50203

6. SOLICITATION ISSUE DATE
06/25/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
David Hester

b. TELEPHONE NUMBER (*No collect calls*)

8. OFFER DUE DATE / LOCAL TIME
07/09/2026
11:00

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 SAM HOUSTON NATL CEMETERY (846)
DEPT OF VETERANS AFFAIRS (846)
FORT SAM HOUSTON NATL CEMETERY
1520 HARRY WURZBACK ROAD
SAN ANTONIO, TX 78209

CODE 367471

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

Table of Contents

Section	Description	Page Number
1	Continuation Sheet	4
1	Administative Guidance for Offerors	5
1	Tree Maint SOW	6
1	Tree Maint Map	19
1	Tree Maintenance_Eval Criteria_FY26_Fort Sam Houston.pdf	20
2	Contract Clauses	21
	52.252-2 Clauses Incorporated by Reference (Feb 1998)	21
	Deliveries or Performance	21
	52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)	21
	52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	21
	52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)	22
	52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	23
	52.219-6 Notice of Total Small Business Set-Aside (Nov 2020)	23
	52.219-14 Limitations on Subcontracting (Oct 2022)	24
	52.222-3 Convict Labor (June 2003)	25
	52.222-19 Child Labor-Cooperation with Authorities and Remedies (Jan 2025)	26
	52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)	27
	52.222-41 Service Contract Labor Standards (Aug 2018)	27
	52.222-50 Combating Trafficking in Persons (Oct 2025)	31
	52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)	37
	52.222-90 Addressing DEI Discrimination by Federal Contractors	41
	52.232-33 Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	42
	52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	43
	52.233-3 Protest after Award (Aug 1996)	43
	52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)	44
	52.244-6 Subcontracts for Commercial Products and Commercial Services (Oct 2025)	44
	852.203-70 COMMERCIAL ADVERTISING (MAY 2018)	46
	852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAY 2020)	46
	852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (NOV 2022)	46
	852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING-CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022)	48
	852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)	49
	852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)	50
3	Documents, Exhibits, or Attachments	50
4	Solicitation Provisions	50
	52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)	51
	52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)	51
	52.204-7 System for Award Management (Nov 2024)	51
	52.212-2 Evaluation-Commercial Products and Commercial Services (Nov 2021)	52
	52.216-1 Type of Contract (Apr 1984)	53
	852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (OCT 2020)	53
	852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)	53
EOD	Wage Deternation 2015-5253	55

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	19.000000	EA			
	Description: Medium Tree Routine Pruning height <25' - 40' AND DBH 12 - 24", tree pruning, clean up and disposal of debris					
	Period of Performance: 07/20/2026 - 09/18/2026					
	Reference Line: F367471-26-2000016 - 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	60.000000	EA			
	Description: Large Tree Routine Pruning height >40' AND DBH > 24", tree pruning, clean up and disposal of debris					
	Period of Performance: 07/20/2026 - 09/18/2026					
	Reference Line: F367471-26-2000016 - 0002					
	Pricing Options: Base					

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	3.000000	EA			
	Description: Large Tree Removal height >40' AND DBH > 24", tree removal, stump removal, topsoil fill, clean up and disposal of debris					
	Period of Performance: 07/20/2026 - 09/18/2026					
	Reference Line: F367471-26-2000016 - 0003					
	Pricing Options: Base					

ADMINISTRATIVE GUIDANCE FOR OFFERORS

Site Visit:

A site visit is scheduled is 7/1/2026 @2:00 pm, the meeting place is the Maintenance Building at Sam Houston 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 7/2/2026 9:00 am CT. Questions received after this deadline may not be addressed, and answers will be provided via amendment no later than 7/7/2026 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)

SCOPE OF WORK
National Cemetery Administration
Fort Sam Houston National Cemetery
San Antonio, TX 78209
Tree Pruning and Removal

A. GENERAL INFORMATION:

The Department of Veteran Affairs, National Cemetery Administration intends to award a **firm, fixed price** contract for the procurement of tree maintenance services at Fort Sam Houston National Cemetery and hereafter referred to as "Cemetery". The Contractor(s) gaining award shall provide all labor, tools, materials, and equipment necessary to accomplish tree and/or stump removal, pruning, trimming, cabling, cavity repair, root pruning, and the removal and disposal of resulting waste and debris for the National Cemeteries listed below, on a one-time basis. The contractor shall provide all professional advice/guidance, parts, materials, equipment, and personnel, to provide these services.

1. **LOCATION:**
   These services will be performed at the following location:

   Fort Sam Houston National Cemetery
   1520 Harry Wurzbach Road
   San Antonio, TX 78209

2. **SITE VISIT:**
   Offerors / quoters are required to inspect all sites where services are to be performed to verify the work involved and satisfy them regarding all general and local conditions that may affect the cost of contract performance. In no event shall failure to inspect the sites constitute grounds for a claim after contract award.
   Visits to the site by bidders may be made only by appointment with the COR or authorized designee of the Cemetery.

3. **WORK SUMMARY:**
   As indicated on the Tree Worksheet (Attachment A) and CLIN Sheet (Attachment B), work to be done to trees shall consist of one or more of the following; tree removal, pruning, trimming, stump removal, and removal and disposal of resulting waste and debris.
   - Nineteen (19) medium trees are to receive routine pruning.
   - Sixty (60) large trees are to receive routine pruning.
   - Three (3) trees are to be removed.

4. **PERIOD OF PERFORMANCE:**
   The period of performance for this contract will be from award of contract and/or notice to proceed, until accepted completion by Government which will be no longer than a period of sixty (60) calendar days.

B. GENERAL REQUIREMENTS AND STATEMENT OF WORK:

1. **CERTIFIED ARBORIST**:
   A **"Certified Arborist"** shall serve as the **"site manager"** for this contract and will be provided by the Contractor work is being performed - other than trash and debris pick-up. The certified arborist must be certified by International Society of Arboriculture, or other acceptable national or state certifying agency, society, or association. The Contractor shall submit the arborist's current certificate to the COR prior to commencing work. The Certified Arborist must have at least three (3) years' experience as a direct supervisor of a commercial tree maintenance operation that included removal, trimming, and stump removal in commercial, industrial, or public sites. The Certified Arborist will ensure all specifications are being met, ensure contract work does not conflict with ceremonies and funerals, and ensure employees are adequately supervised and proper conduct is

maintained. Any proposed personnel change for the Certified Arborist shall be approved a minimum of ten (10) business days prior to any tree work.

2. **TREE MAINTENANCE CATEGORIES:**
Tree work is categorized into CLINs by size and maintenance categories.

a. **Size Categories:**
Small – Trees in this category are 25 feet or less in height AND 12 inches or less in DBH.

Medium – Trees in this category are between 25 and 40 feet in height OR their DBH is between 12 and 24 inches.

Large – Trees in this category exceed 40 feet in height OR 24 inches in DBH.

b. **Maintenance Categories:**
Deadwood Pruning 1 – Trees in this category will have any deadwood and/or broken branches removed that pose a potential risk that may result in personal injury or property damage. This category includes any trees that contain broken, hanging, dead, or otherwise potentially dangerous limbs generally greater than 4" in diameter or any trees with a significant number of dead branches that require removal. Deadwood pruning requires the removal of all deadwood present in the tree (4) inches in diameter and less.

Deadwood Pruning 2 – Trees in this category will require pruning to remove deadwood and broken branches or living branches to improve the structural integrity of the tree. This category includes any tree with broken, hanging, dead, or otherwise potentially dangerous limbs generally greater than 2" but less than 4" in diameter. Deadwood pruning requires the removal of all deadwood present in the tree (2) inches in diameter and less.

Routine Pruning – Trees in this category include any larger trees (over 20' in height) with minor amounts of deadwood less than 2" in diameter or with correctable structural problems. Any large trees whose growth pattern may obstruct or interfere with pedestrian or vehicular traffic clearance, traffic control devices, lines of sight, or overhead traffic lines are included in this category. Work under Routine Pruning shall remove 20 to 25% of the tree's total leaf area by means of one or combination of:

- *crown thinning*: the selective removal of dead, diseased, broken or weakly attached branches (Crown Cleaning); and the removal of branches to increase light penetration and air movement through the crown; thinning towards the branch tip to reduce the wind-sail effect of foliar clumps in the crown; and thinning to relieve the weight of heavy limbs.
- *crown cleaning*: The selective removal of dead, diseased, broken or weakly attached branches of any size, and aerial roots. This constitutes regular landscape maintenance pruning that will correct small growth problems before they become larger, more costly problems.
- *crown reduction*: Pruning to reduce the size of the tree and to provide a symmetrical shape to the tree crown.
- *crown raising*: The removal of the lower branch of a tree to provide clearance for buildings, signs, vehicles, pedestrians and vistas.

Training Pruning – Trees in this category include young or small trees less than 20' in height that are in need of training pruning to reduce future structural problems that are listed under routine pruning. Trees with growth patterns that will eventually obstruct or interfere with turf growth and health, pedestrian or vehicular traffic clearance, and, lines of sight are also included in this category.

Removal – Trees in this category are dead, dying, and diseased or have suffered extensive storm

damage and require complete removal, to include stump removal.

Stump Removal - Tree has been removed but stump remains and requires removal.

3. **TREE REMOVAL/STUMP GRINDING**:
   a. Existing trees and stumps indicated on the Tree Work Sheet (See Attachment A) for removal shall be cut down under the instruction/guidance of a Contractor provided Certified Arborist.
   b. All trees shall be topped prior to falling and all limbs over 3 ½" in diameter must be lowered to the ground by ropes. The Contractor shall take every precaution to prevent any falling branches or trees from damaging any headstones, adjacent plant material or structures.
   c. The stumps are to be ground to a minimum of 6" and a maximum of 8" below soil level, or to the lateral roots, if reached before the specific depth. The Contractor shall never grind the stumps to the depth that would interfere with the roots of any adjacent tree(s) that the Government will retain. The cavity of the stump is to be filled with high quality, weed free topsoil and tamped to meet the existing grade.
   d. All wood, chip particles, and debris from the tree and stump removal shall be cleaned up thoroughly and removed from the cemetery grounds.
   e. Any damage or breakage during the performance of these services by the Contractor shall be repaired, replaced, given remedial and/or corrective treatment and cleaned up by the Contractor at the Government's satisfaction and at no additional cost to the Government.

4. **PRUNING/TRIMMING STANDARDS:**
   a. All work shall comply with: Best Management Practices: Tree Pruning (2018 ISA or latest edition) companion publication to the ANSI A300 (Part 1) -2017 or latest edition: Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices, Pruning.
   b. The Contractor is responsible to ensure that all pruning cuts shall be made just outside the collar or shoulder ring (branch bark ridge/swollen trunk collar) close to parent stem so that healing can readily start under normal conditions.
   c. The Contractor is responsible to ensure that when reducing the tree height and spread, he/she shall retain the natural shape of the tree by removing the entire lateral branches back to their point of origin also known as drop crotching or thinning.
   d. The Contractor is responsible to ensure that all limbs one inch in diameter or over must be precut to prevent splitting. All branches and/or tree material 3 1/2" in diameter or larger shall be lowered by proper lowering methods, such as using ropes.
   e. The Contractor is responsible to ensure that all trees shall be pruned and shaped to retain the trees natural crown characteristics and patterns.
   f. The Contractor is responsible to ensure that all trees shall have the live branches removed to permit penetration of sunlight and circulation of air through the canopy in conjunction to the aesthetic appearance, natural crown characteristics, and growth patterns.
   g. The Contractor is responsible to ensure care when removing living and/or dead crossed or rubbing branches, where practicable, so the removal will not leave large holes in the aesthetic appearance, natural crown characteristics and growth patterns of the tree.
   h. The Contractor is responsible to ensure that, when pruning trees known to be diseased or susceptible to diseases, tools are disinfected with alcohol after each cut and between trees, where there is known to be danger of transmitting the disease on the tools.
   i. The Contractor is responsible for reporting to the COR all of the following conditions: when old scars are not healing properly; where callus growth is not already established; visible girdling roots, and when there are any structural weaknesses such as but not limited to decayed trunk or branches, and split trunk/branch crotches.
   j. The following methods of pruning are NOT acceptable therefore, the contractor is responsible to ensure that these methods are never performed: topping, heading-back, stubbing, de-horning, lion-tailing, and pollarding.
   k. The Contractor is responsible to ensure that in lifting the bottom branches of the trees for under clearance, care shall be given to symmetrical appearance, esthetic appearance, natural crown

characteristics and growth patterns of the trees.

l. In general, the Contractor shall ensure when reducing the size of a tree and with respect to retaining the tree's natural crown characteristics and patterns, not more than 1/4 of the total area shall be reduced at a single operation, unless instructed in writing to do so by the COR.

m. The Contractor is required to dispose of all debris and other waste materials generated by his/her work at a licensed off-site landfill or recycling center, unless otherwise directed in writing by the COR. NOTE: The Government shall NOT provide receptacle(s) for disposal of debris related to this contract.

n. The contractor will take all necessary precautions to prevent damage to trees while performing pruning. The use of climbing spikes is prohibited, unless prior permission is obtained from the COR in writing, and on a tree by tree basis. This permission will only be granted in cases where there are no other means to access the work to be performed, as determined by the COR.

C. WORK HOURS AND MEETINGS:

All work shall be performed during the normal working hours (8:00 a.m. to 4:30 p.m.), Monday through Friday, except with the written permission of the COR. All work shall be scheduled and coordinated with the COR. When emergency situations are caused by the Contractor, then he/she shall make arrangements with the COR to work on weekends to correct/eliminate the emergency in order to meet the period of performance. The Government shall not compensate the Contractor for emergency situations caused by the Contractor.

D. RECORD KEEPING AND REPORTING:

1. **REQUIRED DOCUMENTATION**: The Contractor shall be responsible for obtaining all necessary and current licenses, Arborist certification, permits, vehicular insurance and registration, Workman's Compensatory Liability Insurance, property liability insurance etc., prior to the start date of these services. The Contractor gaining award shall provide the Contracting Officer copies of these required documents immediately after award of contract.
2. **UTILITY LINES COMPLIANCE**: Where pruning/stump grinding/tree removal conflicts with existing utility/service lines (above ground/below ground), the corresponding utilities company/cemetery staff shall be notified and the Contractor shall obtain any necessary permits/ blue prints and cooperate with the utilities company/cemetery staff to avoid any damage or liability, and provide a safe work environment for his/her employees.
3. **INSPECTION:** At the completion of the work, the COR shall inspect the contracted tree maintenance in the company of the Contractor's site manager. Work determined by the COR to be incomplete shall be completed by the Contractor at no additional cost to the Government. Disputes arising regarding the status of the work will be reported to the CO for final resolution.

E. GENERAL CONDITIONS:

1. The Contractor is responsible to ensure that 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. Furthermore, the Contractor and his/her employees shall have a clear understanding of, and be sensitive to, such environmental issues as ground water contamination, wetlands, 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.
2. The Contractor shall be responsible for cleaning any cemetery structures that are soiled or stained as a result of Contractor's performance. The Contractor shall wash-down with water all soiled or stained structures and grounds at the end of each workday. No hazardous chemicals are to be used at anytime on Government property. The Contractor shall bear all costs associated with washing and cleaning. Any such washing/cleaning shall be brought to the immediate attention of the COR prior to washing/cleaning.
3. At the end of each day the Contractor shall remove all debris from the cemetery site resulting from the work, unless otherwise specified by the COR. The Contractor shall ensure at all times that rubbish and trash generated by the Contractor is kept clear of vehicular and pedestrian traffic throughout the site. NOTE: The Government shall NOT provide receptacle(s) for disposal of debris related to this contract.

4. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be provided by the Contractor for the protection, safety, and warning of all pedestrians and vehicular traffic within the area.
5. The Government may undertake or award other contracts for additional work at or near the site of work for this contract. The Contractor shall fully cooperate with any other Contractors and with Government employees and shall carefully adapt scheduling and performance of work, needing any direction, it shall be provided by the COR. The Contractor is responsible for reporting to the COR any problems or questions that may arise with any other personnel on site during the period of performance of this contract. The Contractor shall not take it upon him or herself to resolve any problems or issues with other on-site Contractors or employees, but rather will leave it to the COR to resolve the issue.
6. The Contractor shall not operate trucks, tractors, and other heavy equipment on any turf area except when authorized in writing by the COR. Contractor shall "Board-in" and "board-out" when moving heavy equipment over turf. That is, the Contractor shall place plywood sheets or mud tracks to protect turf from damage from heavy equipment. Protection boards shall be removed from turf by the close of business each day to avoid damaging turf.
7. Due to the sensitive mission of the cemetery, the work often requires contact with, and exposure to, grieving individuals. Contractor personnel must exercise and exhibit absolute decorum, composure and stability at all times.
8. 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 Department of Veterans Affairs facilities used by Contractor's employees.
9. Electricity and water will be furnished by the Government.
10. The COR may designate an area for the Contractor to use to store a limited amount of supplies or equipment, if available.
11. The COR will designate an area for Contractor employees to take lunch and other breaks.

F. DAMAGE TO GOVERNMENT PROPERTY:

1. Contractors shall be responsible for replacement of any cemetery structure, to include: turf, curb, road pavement, headstone or marker, valve boxes, control markers, sprinkler heads, which is 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 appointed COR prior to repair/replacement/installation.

G. CONTRACTOR-FURNISHED ITEMS:

1. The Contractor is responsible for supplying all equipment, personnel, tools, supplies and materials to perform these services. All pruning tools shall be kept sharp and properly functioning.
2. The Contractor is responsible for ensuring that all of his/her motor vehicles and equipment meet State inspection, safety, licensing, registration, and insurance requirements.

H. CONTRACTOR CONDUCT: Contractor personnel shall:

1. Be required to adhere to the following standards of dress, conduct, supervision and training while performing work on Government property. It shall be subject to immediate enforcement action by the Contracting Officer if these standards are not adhered to during the period of performance of this contract. Contractor shall be responsible for training and safety precautions prescribed by OSHA regarding safety equipment and devices.
2. Be fully clothed at all times, to include upper garment to cover body from the waist to the neck and long pants or slacks. Garments, which have a message, or printing of any kind other than the Contractor's business attire, are prohibited. Uniforms are acceptable.
3. Maintain a neat and professional appearance throughout its workforce, vehicles, equipment, and maintenance areas. Uniforms are acceptable. If uniforms are used, they must be in unison among all employees.
4. The Contractor/personnel shall not engage in loud or boisterous behavior, angry outbursts or use profane or abusive language at anytime on Government premises. Playing radios and/or electronic

games/devices, shall only be done at lunchtime and in a designated break area. Due to the sensitive mission of the cemetery, Contractor employees will come into daily contact with grieving individuals, therefore Contractor employees will exercise and exhibit absolute decorum, courtesy, and respect while within the cemetery or at its perimeter or entrances. Inquiries from cemetery visitors shall be politely referred to Government cemetery staff. Gratuities of any kind are strictly prohibited.

5. Consume food and beverage only within areas designated by the COR. Intoxication, and violence or criminal acts of any kind will not be tolerated - and is cause for immediate removal from Government property. Use or sale of intoxicating beverages and/or drugs is strictly prohibited, and use of tobacco products is only allowed in specific areas designated by the COR.
6. Contractor employees shall only take breaks/rest periods and lunch breaks at the Contractor Staging Area, not in the field. Workers are to utilize contractor provided temporary chemical toilet facilities located only in the Contractor Staging Area. Misconduct shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.
7. Worker parking: Parking is limited. The COR will designate an area for all contract employees to park. Workers are not allowed to park throughout the cemetery grounds, and violation of this requirement shall form the basis for immediate contract enforcement action, to include immediate removal from the cemetery.
8. The Contractor shall be responsible to ensure that his/her employees (including contractor's consultants, subcontractors, etc.) are aware of all the terms and conditions set forth above in this solicitation package regarding their performance and conduct during the performance period of this contract.

End of Scope of Work

ATTACHMENTS

Attachment A	Tree Worksheet for Fort Sam Houston National Cemetery
Attachment B	CLIN Sheet for Fort Sam Houston National Cemetery
Attachment C	Site Plan for Fort Sam Houston National Cemetery

Attachment A
Tree Worksheet for Fort Sam Houston National Cemetery

Individual Tree	Section	Location	Species	DBH (in)	Estimated Height (ft)	CLIN	Description	Notes
1	2	145	Emerald Ash	14	<40	001	Medium Tree Routine Pruning	
2	2	1	Live Oak	18	<40	001	Medium Tree Routine Pruning	
3	2	299	Live Oak	25	>40	002	Large Tree Routine Pruning	
4	2	643	Live Oak	29	<40	002	Large Tree Routine Pruning	
5	3	1000A	Live Oak	28	>40	002	Large Tree Routine Pruning	
6	3	1173	Live Oak	43	>40	002	Large Tree Routine Pruning	
7	3	1895A	Live Oak	26	>40	002	Large Tree Routine Pruning	
8	3	1672	Live Oak	37	>40	002	Large Tree Routine Pruning	
9	3	1607	Live Oak	27	>40	002	Large Tree Routine Pruning	
10	4	27	Live Oak	31	<40	002	Large Tree Routine Pruning	
11	4	1451A	Live Oak	18	<40	001	Medium Tree Routine Pruning	
12	4	1192	Live Oak	22	>40	002	Large Tree Routine Pruning	
13	4	1364	Emerald Ash	30	>40	002	Large Tree Routine Pruning	
14	5	27A	Live Oak	34	<40	002	Large Tree Routine Pruning	
15	5	529A	Live Oak	31	>40	002	Large Tree Routine Pruning	
16	5	927A	Live Oak	40	>40	002	Large Tree Routine Pruning	
17	6	934	Live Oak	24	>40	002	Large Tree Routine Pruning	
18	6	1224	Shumard Oak	21	<40	001	Medium Tree Routine Pruning	
19	6	132	Velvet Ash	36	>40	003	Large Tree Removal	
20	9	1691	Live Oak	29	>40	002	Large Tree Routine Pruning	
21	9	1318	Live Oak	29	>40	002	Large Tree Routine Pruning	
22	9	661	Shumard Oak	23	>40	002	Large Tree Routine Pruning	
23	9	52	Live Oak	24	>40	002	Large Tree Routine Pruning	

24	10	1887	Chinese Pistache	15	>40	002	Large Tree Routine Pruning	
25	10	1894	Tx Live Oak	33	>40	002	Large Tree Routine Pruning	
26	10	1853	Chinquapin Oak	29	>40	002	Large Tree Routine Pruning	Powerline
27	10	58	Southern Live Oak	40	>40	002	Large Tree Routine Pruning	Powerline
28	10	26	Chinquapin Oak	24	<40	001	Medium Tree Routine Pruning	Powerline
29	11	10	Chinese Pistache	22	<40	001	Medium Tree Routine Pruning	
30	11	17	Live Oak	22	<40	001	Medium Tree Routine Pruning	
31	15	465A	Live Oak	27	>40	002	Large Tree Routine Pruning	
32	16	76	Southern Live Oak	31	>40	003	Large Tree Removal	Lightning Strike
33	16	826	Shumard Oak	23	>40	003	Large Tree Removal	Dead
34	19	92	Shumard Oak	17	<40	001	Medium Tree Routine Pruning	
35	19	69	Shumard Oak	18	<40	001	Medium Tree Routine Pruning	
36	19	2	Shumard Oak	22	>40	002	Large Tree Routine Pruning	
37	19	212	Shumard Oak	22	>40	002	Large Tree Routine Pruning	
38	19	248	Shumard Oak	22	>40	002	Large Tree Routine Pruning	
39	19	448	Shumard Oak	23	>40	002	Large Tree Routine Pruning	
40	20	658	Live Oak	25	>40	002	Large Tree Routine Pruning	
41	20	509	Bur Oak	28	<40	002	Large Tree Routine Pruning	
42	20	892	Live Oak	28	>40	002	Large Tree Routine Pruning	
43	20	479	Live Oak	14	>40	002	Large Tree Routine Pruning	
44	24	513	Live Oak	36	>40	002	Large Tree Routine Pruning	
45	24	55	Cedar Elm	18	>40	002	Large Tree Routine Pruning	Powerline
46	26	3131	Cedar Elm	20	<40	001	Medium Tree Routine Pruning	
47	26	259	Live Oak	22	<40	001	Medium Tree Routine Pruning	
48	26	247	Chinese Pistache	20	<40	001	Medium Tree Routine Pruning	
49	29	363	Live Oak	25	>40	002	Large Tree Routine Pruning	

50	30	238	Live Oak	32	>40	002	Large Tree Routine Pruning	
51	33	297	Live Oak	22	<40	001	Medium Tree Routine Pruning	Powerline
52	36	693	Chinese Pistache	21	<40	001	Medium Tree Routine Pruning	
53	36	573	Chinese Pistache	20	<40	001	Medium Tree Routine Pruning	Powerline
54	36	313	Cedar Elm	16	>40	002	Large Tree Routine Pruning	Powerline
55	2A	2178	Live Oak	53	>40	002	Large Tree Routine Pruning	
56	2A	2203	Live Oak	46	>40	002	Large Tree Routine Pruning	
57	2A	2051	Pecan	20	>40	002	Large Tree Routine Pruning	
58	2A	2852	Pecan	32	>40	002	Large Tree Routine Pruning	
59	8A	2195	Live Oak	25	>40	002	Large Tree Routine Pruning	
60	8A	2152	Cedar Elm	20	>40	002	Large Tree Routine Pruning	
61	8A	1953T	Live Oak	30	>40	002	Large Tree Routine Pruning	
62	8A	1709	Live Oak	26	>40	002	Large Tree Routine Pruning	
63	8A	1472	Live Oak	27	<40	002	Large Tree Routine Pruning	
64	8A	949	Chinese Pistache	18	<40	001	Medium Tree Routine Pruning	
65	AB	254C	Live Oak	30	>40	002	Large Tree Routine Pruning	
66	AB	271	Live Oak	19	>40	002	Large Tree Routine Pruning	
67	AC	359	Live Oak	31	>40	002	Large Tree Routine Pruning	
68	AH	676	Live Oak	23	<40	001	Medium Tree Routine Pruning	
69	AH	757	Live Oak	27	>40	002	Large Tree Routine Pruning	
70	AH	2004	Cedar Elm	25	>40	002	Large Tree Routine Pruning	
71	AH	2015	Live Oak	23	<40	001	Medium Tree Routine Pruning	
72	AH	2281	Live Oak	28	>40	002	Large Tree Routine Pruning	
73	AH	2183	Live Oak	26	>40	002	Large Tree Routine Pruning	
74	AH	2190	Chinese Pistache	28	>40	002	Large Tree Routine Pruning	
75	AH	1471	Live Oak	30	>40	002	Large Tree Routine Pruning	

76	AH	1250	Chinese Tallow	28	>40	002	Large Tree Routine Pruning
77	AJ	1293	Live Oak	25	<40	002	Large Tree Routine Pruning
78	CQ	N/A	Chinquapin Oak	24	>40	002	Large Tree Routine Pruning
79	CT	N/A	Live Oak	21	<40	001	Medium Tree Routine Pruning
80	M	339	Pecan	28	>40	002	Large Tree Routine Pruning
81	PG	485	Live Oak	33	>40	002	Large Tree Routine Pruning
82	PH	347	Live Oak	27	>40	002	Large Tree Routine Pruning

Attachment B
CLIN Sheet for Fort Sam Houston National Cemetery

CLIN	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**AMOUNT**
001	**Medium Tree Routine Pruning** – height 25' - 40' AND DBH 12 - 24"; tree pruning, cleanup and disposal of debris	**19**	EA.	$_____	$_____
002	**Large Tree Routine Pruning** – height >40' AND DBH >24"; tree pruning, cleanup and disposal of debris	**60**	EA.	$_____	$_____
003	**Large Tree Removal** – height >40' AND DBH >24"; tree removal, stump removal, topsoil fill, cleanup and disposal of debris	**3**	EA.	$_____	$_____
	TOTAL AMOUNT =				$_____

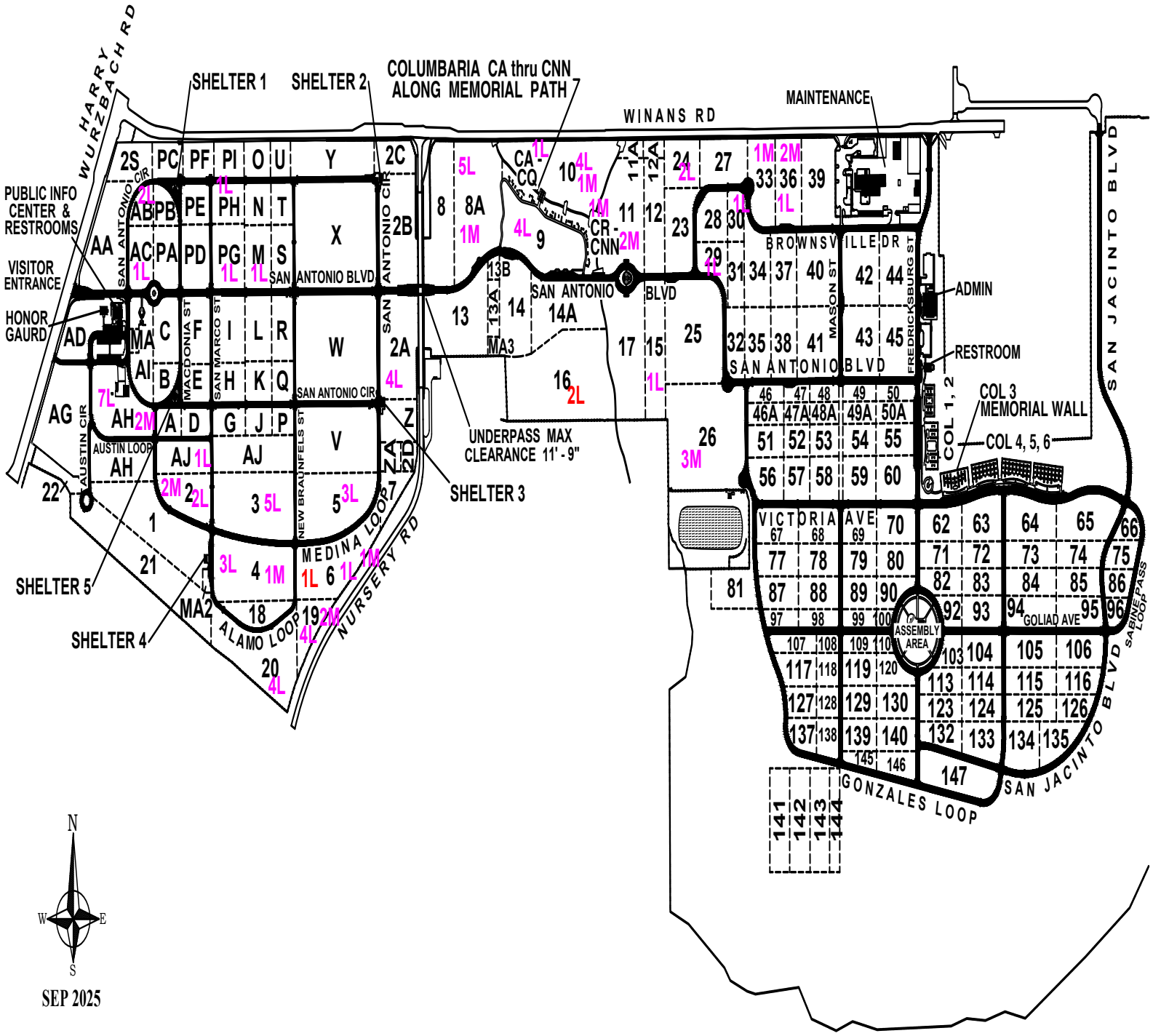
Attachment C
Site Plan for Fort Sam Houston National Cemetery

Tree maintenance approximate locations indicated.

Number (1,2,3…) indicates number of trees at location.

Letter indicates size: S = small; M = medium; L = large.

Color indicates maintenance required: red = removal; orange = stump removal; green = training pruning; pink = routine pruning; blue = deadwood pruning 2; purple = deadwood pruning 1.


HARRY WURZBACH RD
SHELTER 1
SHELTER 2
COLUMBARIA CA thru CNN
ALONG MEMORIAL PATH
WINANS RD
MAINTENANCE
PUBLIC INFO
CENTER &
RESTROOMS
VISITOR
ENTRANCE
HONOR
GAURD
SAN ANTONIO CIR
SAN ANTONIO BLVD
SAN ANTONIO
BLVD
BROWNSVILLE DR
MACEDONIA ST
SAN MARCO ST
MASON ST
FREDRICKSBURG ST
ADMIN
RESTROOM
COL 1, 2
COL 3
MEMORIAL WALL
COL 4, 5, 6
SAN JACINTO BLVD
UNDERPASS MAX
CLEARANCE 11' - 9"
SHELTER 3
AUSTIN CIR
AUSTIN LOOP
NEW BRAUNFELS ST
MEDINA LOOP
NURSERY RD
SHELTER 5
SHELTER 4
ALAMO LOOP
VICTORIA AVE
ASSEMBLY
AREA
GOLIAD AVE
SABINE PASS
LOOP
GONZALES LOOP
N
W
E
S
SEP 2025

Source Selection Plan / Evaluation Factors
Fort Sam Houston National Cemetery – Tree Maintenance

I. BACKGROUND

A. **Purpose**. The purpose of this Source Selection Plan is to set forth the process by which the NCA Contracting Office will evaluate offers received in response to the solicitation for Tree Maintenance at Fort Sam Houston National Cemetery.

B. **Source selection approach**. This plan covers the approach for soliciting and evaluating offers, provides the source selection organizational structure, and designates persons who will perform the evaluation.

II. BASIS OF AWARD: This procurement is being conducted pursuant to FAR Part 13 procedures. The Government intends to award a contract resulting from this solicitation to the responsible offeror who offers the lowest price, whose quoted price is found to be reasonable, and whose quote is found to be technically acceptable when considering the non-price evaluation factors described below. **Offerors who fail to meet any technical acceptability evaluation factors below will not be eligible to receive contract award.**

III. EVALUTION FACTORS

1) **Factor 1: Technical Approach and Understanding of the Work:** Proposal shall be evaluated in accordance with the criteria contained in the Statement of Work and on how well the technical approach meets the Government requirements. The proposal shall be more than restating the SOW. Technical approach will be evaluated for the following:
   a) Contractor-provided statements and/or literature that clearly explains their experience, approach and/or abilities to perform the tasks described in the Statement of Work (SOW).
   b) Arborist Certification from International Society of Arboriculture
   c) Resume for Certified Arborist demonstrating a minimum of three (3) years' experience as a direct supervisor of a commercial tree maintenance operation that included removal, trimming, and stump removal in commercial, industrial, or public sites.
2) **Factor 2: Past Performances:** Past performance shall be evaluated based on the Contractor's technical qualifications on projects within the last 5 years that are comparable in size, complexity, and scope. Past Performance information shall be obtained by the following methods.
   a) The Contracting Officer's knowledge of previous experience with the supply or service being acquired.
   b) Contractor's past performance descriptions of a minimum of 3 recent (within the last 5 years) projects of similar size and scope
   c) The Contractor Performance Assessment Reporting System (CPARS) at https://www.cpars.gov
   d) Any other reasonable basis.
3) **Factor 3: Price:** Proposed price will be evaluated for LPTA and completeness/accuracy in the provided CLIN structure.

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		19.000000		FORT SAM HOUSTON NATL CEMETERY (846) DEPT OF VETERANS AFFAIRS (846) FORT SAM HOUSTON NATL CEMETERY 1520 HARRY WURZBACK ROAD SAN ANTONIO, TX 78209
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0002/1		60.000000		FORT SAM HOUSTON NATL CEMETERY (846) DEPT OF VETERANS AFFAIRS (846) FORT SAM HOUSTON NATL CEMETERY 1520 HARRY WURZBACK ROAD SAN ANTONIO, TX 78209
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0003/1		3.000000		FORT SAM HOUSTON NATL CEMETERY (846) DEPT OF VETERANS AFFAIRS (846) FORT SAM HOUSTON NATL CEMETERY 1520 HARRY WURZBACK ROAD SAN ANTONIO, TX 78209

PERIOD OF PERFORMANCE

ITEM	START	END
0001	07/20/2026	09/18/2026
0002	07/20/2026	09/18/2026
0003	07/20/2026	09/18/2026

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

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

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

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

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)

(a) *Definition.*

Commercially available off-the-shelf (COTS) item, as used in this clause--

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award, with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded, by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that--

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

(End of clause)

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

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

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside (Nov 2020)

(a) *Definition*. "Small business concern," as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General*.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(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.*]

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

X 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)

52.222-3 Convict Labor (June 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 Order11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-19 Child Labor-Cooperation with Authorities and Remedies (Jan 2025)

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies*.

(1) The Contracting Officer may terminate the contract.

(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-41 Service Contract Labor Standards (Aug 2018)

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

"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 41 U.S.C. chapter 67, Service Contract Labor Standards, 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. 6702, 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, 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 section6(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 Service Contract Labor Standards statute 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 of1938. 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 Service Contract Labor Standards statute 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 Parts6 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 work site. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 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 Service Contract Labor Standards statute 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, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute--

(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 work site during normal working hours.

(j) *Pay periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute 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 statute 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 Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, 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 Service Contract Labor Standards statute.

(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 Service Contract Labor Standards statute 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 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 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(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 41 U.S.C. 6707 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 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers 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 statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, 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 41 U.S.C. 6703(1), 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 January1,1981. 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 Labor Standards 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 41 U.S.C. 6707(c).

(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.

(End of clause)

52.222-50 Combating Trafficking in Persons (Oct 2025)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for--

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs--

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is--

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to--

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.* (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking- related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at *http://www.state.gov/j/tip/.*

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at *help@befree.org.*

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employee and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $700,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)

(a) *Definitions.* As used in this clause (in accordance with 29 CFR 13.2)--

"Child", "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

"Employee"--

(1)(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(2)(i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer plan" means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) Executive Order 13706.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave.* The Contractor shall--

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including--

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) *Payment suspension/contract termination/contractor debarment.*

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or 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, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping.*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination.*

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to--

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for--

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors

---

As prescribed in 22.2203, insert the following clause:

Addressing DEI Discrimination by Federal Contractors (DEVIATION Apr 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

52.232-33 Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)

(a) *Method of payment*.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor's EFT information in the *SAM* is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers*.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.233-3 Protest after Award (Aug 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by

this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stop-page. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.244-6 Subcontracts for Commercial Products and Commercial Services (Oct 2025)

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

Commercial product, commercial service, and commercially available off-the-shelf item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract includes a transfer of commercial products or commercial services between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial products or commercial services:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509), if the subcontract exceeds the threshold specified in FAR 3.1004(a) on the date of subcontract award, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

(iv) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).

(v) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Nov 2021), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.

(vi) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(vii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(viii) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(ix)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(x) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(xii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(xiii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212(a));

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

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

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

(xvii)(A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xviii) 52.222-55, Minimum Wages for Contractor Workers under Executive Order 14026 (Jan 2022), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706), if flowdown is required in accordance with paragraph (m) of FAR clause 52.222-62.

(xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

(B) Alternate I (Jan 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).

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

(xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xxiii) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial products or commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(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)

852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAY 2020)

(a) The Contractor shall comply with current Department of Veterans Affairs policy for personal identity verification of all employees performing under this contract when frequent and continuing access to VA facilities or information systems is required.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to VA facilities or information systems.

(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.]

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

X 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)

852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

(a) Definitions. As used in this clause-

(1) Contract financing payment has the meaning given in FAR 32.001.

(2) Designated agency office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) Electronic form means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) Invoice payment has the meaning given in FAR 32.001; and

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

(b) Electronic payment requests. Except as provided in paragraph (e) of this clause, the Contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) Data transmission. A Contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

(d) Invoice requirements. Invoices shall comply with FAR 32.905.

(e) Exceptions. If, based on one of the circumstances below, the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(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 Deternation 2015-5253	06/24/2026	

Section 4 - Solicitation Provisions

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov/browse/index/far (FAR)
www.va.gov/oal/library/vaar/index.asp (VAAR)

_____
[Insert one or more Internet addresses]

(End of provision)

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)

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

"Internal confidentiality agreement or statement, subcontract, and *subcontractor*", are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

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

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

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

(End of provision)

52.204-7 System for Award Management (Nov 2024)

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

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM)" means that--

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See *www.sam.gov* for the designated entity for establishing unique entity identifiers.

(b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company physical street address, city, state, and Zip Code.

(4) Company mailing address, city, state and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See *https://www.sam.gov* for information on registration.

(End of provision)

52.212-2 Evaluation-Commercial Products and Commercial Services (Nov 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price Technical Ability _____

[*Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.*]

Technical and past performance, when combined, are Technical Ability [*Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.*]

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(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)

852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[*Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.*]

(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.: 2015-5253
Revision No.: 29
Date Of Last Revision: 5/13/2026

State: Texas

Area: Texas Counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.91
01012 - Accounting Clerk II		20.10
01013 - Accounting Clerk III		22.48
01020 - Administrative Assistant		32.87
01035 - Court Reporter		38.74
01041 - Customer Service Representative I		16.36
01042 - Customer Service Representative II		17.85
01043 - Customer Service Representative III		20.04
01051 - Data Entry Operator I		16.12
01052 - Data Entry Operator II		17.59
01060 - Dispatcher, Motor Vehicle		21.11
01070 - Document Preparation Clerk		19.48
01090 - Duplicating Machine Operator		19.48
01111 - General Clerk I		15.29
01112 - General Clerk II		16.68
01113 - General Clerk III		18.73
01120 - Housing Referral Assistant		23.30
01141 - Messenger Courier		18.58
01191 - Order Clerk I		16.03
01192 - Order Clerk II		17.49
01261 - Personnel Assistant (Employment) I		18.74
01262 - Personnel Assistant (Employment) II		21.15
01263 - Personnel Assistant (Employment) III		23.39
01270 - Production Control Clerk		25.07
01290 - Rental Clerk		16.53
01300 - Scheduler, Maintenance		18.69
01311 - Secretary I		18.69
01312 - Secretary II		20.90
01313 - Secretary III		23.30
01320 - Service Order Dispatcher		18.88
01410 - Supply Technician		32.87
01420 - Survey Worker		18.80
01460 - Switchboard Operator/Receptionist		17.00
01531 - Travel Clerk I		18.75
01532 - Travel Clerk II		21.04
01533 - Travel Clerk III		22.61
01611 - Word Processor I		17.42
01612 - Word Processor II		19.55
01613 - Word Processor III		21.87
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		23.45
05010 - Automotive Electrician		21.86
05040 - Automotive Glass Installer		20.43
05070 - Automotive Worker		20.43
05110 - Mobile Equipment Servicer		17.68
05130 - Motor Equipment Metal Mechanic		23.23
05160 - Motor Equipment Metal Worker		20.43
05190 - Motor Vehicle Mechanic		23.23
05220 - Motor Vehicle Mechanic Helper		16.43
05250 - Motor Vehicle Upholstery Worker		19.05
05280 - Motor Vehicle Wrecker		20.43
05310 - Painter, Automotive		21.86
05340 - Radiator Repair Specialist		20.43
05370 - Tire Repairer		17.00
05400 - Transmission Repair Specialist		23.23
07000 - Food Preparation And Service Occupations		

07010 - Baker		16.44
07041 - Cook I		15.77
07042 - Cook II		18.22
07070 - Dishwasher		13.82
07130 - Food Service Worker		15.35
07210 - Meat Cutter		20.79
07260 - Waiter/Waitress		13.04
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		22.38
09040 - Furniture Handler		11.65
09080 - Furniture Refinisher		18.40
09090 - Furniture Refinisher Helper		13.83
09110 - Furniture Repairer, Minor		16.04
09130 - Upholsterer		19.34
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		13.59
11060 - Elevator Operator		15.67
11090 - Gardener		22.08
11122 - Housekeeping Aide		15.67
11150 - Janitor		15.67
11210 - Laborer, Grounds Maintenance		17.29
11240 - Maid or Houseman		14.01
11260 - Pruner		15.57
11270 - Tractor Operator		20.53
11330 - Trail Maintenance Worker		17.29
11360 - Window Cleaner		17.40
12000 - Health Occupations		
12010 - Ambulance Driver		18.10
12011 - Breath Alcohol Technician		26.20
12012 - Certified Occupational Therapist Assistant		37.60
12015 - Certified Physical Therapist Assistant		36.94
12020 - Dental Assistant		19.93
12025 - Dental Hygienist		41.27
12030 - EKG Technician		28.21
12035 - Electroneurodiagnostic Technologist		28.21
12040 - Emergency Medical Technician		18.10
12071 - Licensed Practical Nurse I		23.42
12072 - Licensed Practical Nurse II		26.20
12073 - Licensed Practical Nurse III		29.20
12100 - Medical Assistant		19.21
12130 - Medical Laboratory Technician		27.51
12160 - Medical Record Clerk		20.46
12190 - Medical Record Technician		22.88
12195 - Medical Transcriptionist		13.76
12210 - Nuclear Medicine Technologist		43.29
12221 - Nursing Assistant I		14.09
12222 - Nursing Assistant II		15.85
12223 - Nursing Assistant III		17.30
12224 - Nursing Assistant IV		19.42
12235 - Optical Dispenser		17.93
12236 - Optical Technician		17.66
12250 - Pharmacy Technician		20.81
12280 - Phlebotomist		18.69
12305 - Radiologic Technologist		37.00
12311 - Registered Nurse I		28.30
12312 - Registered Nurse II		34.61
12313 - Registered Nurse II, Specialist		34.61
12314 - Registered Nurse III		41.88
12315 - Registered Nurse III, Anesthetist		41.88
12316 - Registered Nurse IV		50.21
12317 - Scheduler (Drug and Alcohol Testing)		32.45
12320 - Substance Abuse Treatment Counselor		27.98
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		22.66
13012 - Exhibits Specialist II		28.07
13013 - Exhibits Specialist III		34.34
13041 - Illustrator I		21.10
13042 - Illustrator II		26.14
13043 - Illustrator III		31.98
13047 - Librarian		31.09
13050 - Library Aide/Clerk		15.39
13054 - Library Information Technology Systems Administrator		28.07
13058 - Library Technician		18.73
13061 - Media Specialist I		20.26
13062 - Media Specialist II		22.66
13063 - Media Specialist III		25.27
13071 - Photographer I		18.74
13072 - Photographer II		20.96
13073 - Photographer III		25.18
13074 - Photographer IV		29.21
13075 - Photographer V		35.34
13090 - Technical Order Library Clerk		19.32
13110 - Video Teleconference Technician		22.48
14000 - Information Technology Occupations		
14041 - Computer Operator I		21.91
14042 - Computer Operator II		24.51
14043 - Computer Operator III		27.31
14044 - Computer Operator IV		30.35
14045 - Computer Operator V		33.62
14071 - Computer Programmer I	(see 1)	25.97
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		21.91
14160 - Personal Computer Support Technician		30.35
14170 - System Support Specialist		33.62
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.19
15020 - Aircrew Training Devices Instructor (Rated)		40.16
15030 - Air Crew Training Devices Instructor (Pilot)		48.15
15050 - Computer Based Training Specialist / Instructor		33.19
15060 - Educational Technologist		36.77
15070 - Flight Instructor (Pilot)		48.15
15080 - Graphic Artist		28.67
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.15
15086 - Maintenance Test Pilot, Rotary Wing		48.15
15088 - Non-Maintenance Test/Co-Pilot		48.15
15090 - Technical Instructor		23.90
15095 - Technical Instructor/Course Developer		29.23
15110 - Test Proctor		19.30
15120 - Tutor		19.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.49
16030 - Counter Attendant		11.49
16040 - Dry Cleaner		13.94
16070 - Finisher, Flatwork, Machine		11.49
16090 - Presser, Hand		11.49
16110 - Presser, Machine, Drycleaning		11.49
16130 - Presser, Machine, Shirts		11.49
16160 - Presser, Machine, Wearing Apparel, Laundry		11.49
16190 - Sewing Machine Operator		14.72
16220 - Tailor		15.45
16250 - Washer, Machine		12.44
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.52
19040 - Tool And Die Maker		29.37
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.22
21030 - Material Coordinator		25.07
21040 - Material Expediter		25.07
21050 - Material Handling Laborer		17.44
21071 - Order Filler		17.76
21080 - Production Line Worker (Food Processing)		21.22
21110 - Shipping Packer		18.43
21130 - Shipping/Receiving Clerk		18.43
21140 - Store Worker I		13.44
21150 - Stock Clerk		18.14
21210 - Tools And Parts Attendant		21.22
21410 - Warehouse Specialist		21.22
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		37.96
23019 - Aircraft Logs and Records Technician		29.45
23021 - Aircraft Mechanic I		35.91
23022 - Aircraft Mechanic II		37.96
23023 - Aircraft Mechanic III		40.05
23040 - Aircraft Mechanic Helper		25.40
23050 - Aircraft, Painter		33.79
23060 - Aircraft Servicer		29.45
23070 - Aircraft Survival Flight Equipment Technician		33.79
23080 - Aircraft Worker		31.58
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		31.58
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		35.91
23110 - Appliance Mechanic		24.21
23120 - Bicycle Repairer		21.38
23125 - Cable Splicer		36.56
23130 - Carpenter, Maintenance		22.92
23140 - Carpet Layer		22.42
23160 - Electrician, Maintenance		25.73
23181 - Electronics Technician Maintenance I		28.74
23182 - Electronics Technician Maintenance II		30.75
23183 - Electronics Technician Maintenance III		32.68
23260 - Fabric Worker		23.04
23290 - Fire Alarm System Mechanic		24.73
23310 - Fire Extinguisher Repairer		21.38
23311 - Fuel Distribution System Mechanic		23.95
23312 - Fuel Distribution System Operator		18.23
23370 - General Maintenance Worker		20.02
23380 - Ground Support Equipment Mechanic		35.91
23381 - Ground Support Equipment Servicer		29.45
23382 - Ground Support Equipment Worker		31.58
23391 - Gunsmith I		21.38
23392 - Gunsmith II		24.71
23393 - Gunsmith III		28.10
23410 - Heating, Ventilation And Air-Conditioning Mechanic		25.85
23411 - Heating, Ventilation And Air Contidioning		

Mechanic (Research Facility)		27.33
23430 - Heavy Equipment Mechanic		29.41
23440 - Heavy Equipment Operator		23.58
23460 - Instrument Mechanic		32.63
23465 - Laboratory/Shelter Mechanic		26.44
23470 - Laborer		17.44
23510 - Locksmith		20.38
23530 - Machinery Maintenance Mechanic		29.52
23550 - Machinist, Maintenance		25.49
23580 - Maintenance Trades Helper		18.05
23591 - Metrology Technician I		32.63
23592 - Metrology Technician II		34.49
23593 - Metrology Technician III		36.38
23640 - Millwright		29.77
23710 - Office Appliance Repairer		21.77
23760 - Painter, Maintenance		20.91
23790 - Pipefitter, Maintenance		27.82
23810 - Plumber, Maintenance		26.18
23820 - Pneudraulic Systems Mechanic		28.10
23850 - Rigger		23.83
23870 - Scale Mechanic		24.71
23890 - Sheet-Metal Worker, Maintenance		26.36
23910 - Small Engine Mechanic		21.58
23931 - Telecommunications Mechanic I		28.59
23932 - Telecommunications Mechanic II		30.23
23950 - Telephone Lineman		32.21
23960 - Welder, Combination, Maintenance		23.24
23965 - Well Driller		26.30
23970 - Woodcraft Worker		28.10
23980 - Woodworker		21.38
24000 - Personal Needs Occupations		
24550 - Case Manager		20.70
24570 - Child Care Attendant		13.74
24580 - Child Care Center Clerk		17.13
24610 - Chore Aide		12.01
24620 - Family Readiness And Support Services Coordinator		20.70
24630 - Homemaker		20.70
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		28.74
25040 - Sewage Plant Operator		24.20
25070 - Stationary Engineer		28.74
25190 - Ventilation Equipment Tender		20.33
25210 - Water Treatment Plant Operator		24.20
27000 - Protective Service Occupations		
27004 - Alarm Monitor		23.28
27007 - Baggage Inspector		15.85
27008 - Corrections Officer		24.53
27010 - Court Security Officer		28.68
27030 - Detection Dog Handler		17.73
27040 - Detention Officer		24.53
27070 - Firefighter		34.27
27101 - Guard I		15.85
27102 - Guard II		17.73
27131 - Police Officer I		30.92
27132 - Police Officer II		34.37
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		16.98
28042 - Carnival Equipment Repairer		18.27
28043 - Carnival Worker		12.88
28210 - Gate Attendant/Gate Tender		17.97
28310 - Lifeguard		12.23
28350 - Park Attendant (Aide)		20.10
28510 - Recreation Aide/Health Facility Attendant		14.67
28515 - Recreation Specialist		24.90
28630 - Sports Official		16.01
28690 - Swimming Pool Operator		21.11
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		29.73
29020 - Hatch Tender		29.73
29030 - Line Handler		29.73
29041 - Stevedore I		27.72
29042 - Stevedore II		31.81
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.75
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	32.24
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	35.50
30021 - Archeological Technician I		18.73
30022 - Archeological Technician II		20.95
30023 - Archeological Technician III		25.95
30030 - Cartographic Technician		25.95
30040 - Civil Engineering Technician		29.57
30051 - Cryogenic Technician I		28.74
30052 - Cryogenic Technician II		31.73
30061 - Drafter/CAD Operator I		18.73
30062 - Drafter/CAD Operator II		20.95
30063 - Drafter/CAD Operator III		23.35
30064 - Drafter/CAD Operator IV		28.74
30081 - Engineering Technician I		16.89

30082 - Engineering Technician II		18.96
30083 - Engineering Technician III		21.21
30084 - Engineering Technician IV		26.27
30085 - Engineering Technician V		32.13
30086 - Engineering Technician VI		38.87
30090 - Environmental Technician		24.53
30095 - Evidence Control Specialist		25.95
30210 - Laboratory Technician		25.05
30221 - Latent Fingerprint Technician I		25.53
30222 - Latent Fingerprint Technician II		28.19
30240 - Mathematical Technician		31.59
30361 - Paralegal/Legal Assistant I		22.31
30362 - Paralegal/Legal Assistant II		27.64
30363 - Paralegal/Legal Assistant III		33.80
30364 - Paralegal/Legal Assistant IV		40.90
30375 - Petroleum Supply Specialist		31.73
30390 - Photo-Optics Technician		25.95
30395 - Radiation Control Technician		31.73
30461 - Technical Writer I		26.29
30462 - Technical Writer II		32.16
30463 - Technical Writer III		38.91
30491 - Unexploded Ordnance (UXO) Technician I		29.71
30492 - Unexploded Ordnance (UXO) Technician II		35.95
30493 - Unexploded Ordnance (UXO) Technician III		43.09
30494 - Unexploded (UXO) Safety Escort		29.71
30495 - Unexploded (UXO) Sweep Personnel		29.71
30501 - Weather Forecaster I		28.74
30502 - Weather Forecaster II		34.96
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	23.35
30621 - Weather Observer, Senior	(see 2)	25.95
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.95
31020 - Bus Aide		17.46
31030 - Bus Driver		24.03
31043 - Driver Courier		17.57
31260 - Parking and Lot Attendant		13.60
31290 - Shuttle Bus Driver		18.18
31310 - Taxi Driver		14.15
31361 - Truckdriver, Light		18.90
31362 - Truckdriver, Medium		20.37
31363 - Truckdriver, Heavy		23.84
31364 - Truckdriver, Tractor-Trailer		23.84
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.53
99030 - Cashier		13.83
99050 - Desk Clerk		14.05
99095 - Embalmer		27.72
99130 - Flight Follower		29.71
99251 - Laboratory Animal Caretaker I		15.25
99252 - Laboratory Animal Caretaker II		16.41
99260 - Marketing Analyst		36.49
99310 - Mortician		28.38
99410 - Pest Controller		20.47
99510 - Photofinishing Worker		16.68
99710 - Recycling Laborer		24.97
99711 - Recycling Specialist		29.65
99730 - Refuse Collector		22.48
99810 - Sales Clerk		14.50
99820 - School Crossing Guard		18.14
99830 - Survey Party Chief		27.55
99831 - Surveying Aide		19.23
99832 - Surveying Technician		22.95
99840 - Vending Machine Attendant		14.83
99841 - Vending Machine Repairer		18.43
99842 - Vending Machine Repairer Helper		14.83

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))."""