SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER
F367463-26-2000037

PAGE 1 OF 50

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
36C78626Q50221

6. SOLICITATION ISSUE DATE
07/06/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
David Hester

b. TELEPHONE NUMBER (*No collect calls*)

8. OFFER DUE DATE / LOCAL TIME
07/27/2026
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 ☒ SET ASIDE: 100.00 % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☒ 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): 561210
SIZE STANDARD: 47 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
☒ REQUEST FOR QUOTE (RFQ)
☐ INVITATION FOR BID (IFB)
☐ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO
HOUSTON NATIONAL CEMETERY (851)
DEPT OF VETERANS AFFAIRS (851)
HOUSTON NATIONAL CEMETERY
10410 VETERANS MEMORIAL DR.
HOUSTON, TX 77038

CODE 367463

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 367471

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

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

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

See Continuation Page (Section 1) Below

25. ACCOUNTING AND APPROPRIATION DATA

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

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

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

31c. DATE SIGNED

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

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

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Section 1 - Continuation Sheet

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0001	See Description Below PSC: J030 MAINT/REPAIR/REBUILD OF EQUIPMENT- MECHANICAL POWER TRANSMISSION EQUIPMENT	1.000000	JB			
	Description: Routine maintenance 250 KW Gen (inspection, full service and loadbank)					
	Period of Performance: 08/01/2026 - 07/31/2027					
	Reference Line: F367463-26-2000037 - 0001					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0002	See Description Below PSC: J030 MAINT/REPAIR/REBUILD OF EQUIPMENT- MECHANICAL POWER TRANSMISSION EQUIPMENT	1.000000	JB			
	Description: Routine maintenance 200 KW Gen (inspection, full service and loadbank)					
	Period of Performance: 08/01/2026 - 07/31/2027					
	Reference Line: F367463-26-2000037 - 0002					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0003	See Description Below PSC: J030 MAINT/REPAIR/REBUILD OF EQUIPMENT- MECHANICAL POWER TRANSMISSION EQUIPMENT	1.000000	JB			
	Description: Routine maintenance 250 KW Gen (inspection, full service and loadbank)					
	Period of Performance: 08/01/2027 - 07/31/2028					
	Reference Line: F367463-26-2000037 - 1001					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0004	See Description Below	1.000000	JB			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	PSC: J030 MAINT/REPAIR/REBUILD OF EQUIPMENT- MECHANICAL POWER TRANSMISSION EQUIPMENT					
	Description: Routine maintenance 200 KW Gen (inspection, full service and loadbank)					
	Period of Performance: 08/01/2027 - 07/31/2028					
	Reference Line: F367463-26-2000037 - 1002					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0005	See Description Below PSC: J030 MAINT/REPAIR/REBUILD OF EQUIPMENT- MECHANICAL POWER TRANSMISSION EQUIPMENT	1.000000	JB			
	Description: Routine maintenance 250 KW Gen (inspection, full service and loadbank)					
	Period of Performance: 08/01/2028 - 07/31/2029					
	Reference Line: F367463-26-2000037 - 2001					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0006	See Description Below PSC: J030 MAINT/REPAIR/REBUILD OF EQUIPMENT- MECHANICAL POWER TRANSMISSION EQUIPMENT	1.000000	JB			
	Description: Routine maintenance 200 KW Gen (inspection, full service and loadbank)					
	Period of Performance: 08/01/2028 - 07/31/2029					
	Reference Line: F367463-26-2000037 - 2002					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0007	See Description Below PSC: J030	1.000000	JB			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	MAINT/REPAIR/REBUILD OF EQUIPMENT- MECHANICAL POWER TRANSMISSION EQUIPMENT					
	Description: Routine maintenance 250 KW Gen (inspection, full service and loadbank)					
	Period of Performance: 08/01/2029 - 07/31/2030					
	Reference Line: F367463-26-2000037 - 3001					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0008	See Description Below PSC: J030 MAINT/REPAIR/REBUILD OF EQUIPMENT- MECHANICAL POWER TRANSMISSION EQUIPMENT	1.000000	JB			
	Description: Routine maintenance 200 KW Gen (inspection, full service and loadbank)					
	Period of Performance: 08/01/2029 - 07/31/2030					
	Reference Line: F367463-26-2000037 - 3002					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0009	See Description Below PSC: J030 MAINT/REPAIR/REBUILD OF EQUIPMENT- MECHANICAL POWER TRANSMISSION EQUIPMENT	1.000000	JB			
	Description: Routine maintenance 250 KW Gen (inspection, full service and loadbank)					
	Period of Performance: 08/01/2030 - 07/31/2031					
	Reference Line: F367463-26-2000037 - 4001					

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
0010	See Description Below PSC: J030 MAINT/REPAIR/REBUILD OF EQUIPMENT- MECHANICAL	1.000000	JB			

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)	Quantity Price Break
	POWER TRANSMISSION EQUIPMENT					
	Description: Routine maintenance 200 KW Gen (inspection, full service and loadbank)					
	Period of Performance: 08/01/2030 - 07/31/2031					
	Reference Line: F367463-26-2000037 - 4002					

ADMINISTRATIVE GUIDANCE FOR OFFERORS

Site Visit:

There is no site visit scheduled. Arrangements must be made to with the Cemetery it a site visit requested.

Vendor Questions:

All vendor questions regarding this solicitation shall be submitted by email to the david.hester@va.gov no later 6/5/2026 9:00 am MTN. Questions received after this deadline may not be addressed, and answers will be provided via amendment no later than 6/10/2026 the GSA Portal.

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)

HOUSTON NATIONAL CEMETERY
BACKUP (EMERGENCY) GENERATOR MAINTENANCE SERVICES
STATEMENT OF WORK/SPECIFICATION

Contractor shall provide all necessary labor, material, equipment and supervision to perform routine maintenance on backup (emergency) generator units at the Houston National Cemetery located at 10410 Veterans Memorial Drive, Houston, TX 77038. All work shall be performed in strict accordance with the terms and conditions of the contract for the base period of Date of Contract Award through July 31, 2027 with four (4) one year options to extend the term of the contract, if exercised. Annual reporting (both electronic and hard copy) will be required.

Introduction

This requirement is to provide Maintenance Services of Mechanical Equipment to accommodate and maintain mission reliability and a safe workspace environment for the staff of Houston National Cemetery in Houston, TX. The cemetery has two backup (emergency) generators that power both the administration and maintenance buildings. Both generators require preventative maintenance (PM) services as outlined by the OEM manual. Below is a minimum PM services in addition to or not outlined in the OEM manual.

Description of Units

Location	Item	Quantity	Make	Model	Serial
Admin Bldg	200 KW	1	Generac	SD200	3012108038
Maint Bldg	250 KW	1	Generac	SD250	3012108036

Note: The contractor is to evaluate the condition of the existing units and propose methods of repair, if applicable. Repair will be a separate contract and will be address as repair items (beyond the PM scope) are identified by the Contractor. Additionally, upon repair the unit should be added to the preventative maintenance plan stated within this SOW. Any additional repairs will need to be approved and funded before any work commences. All the services for each generator will be conducted on the same day annually, unless repairs, tools and items are not available during the visit.

Summary of Work : Minimum Requirements of the Preventive Maintenance Services:

A. Required - Inspection of the Unit(s)
   1. Check battery charger functions
   2. Cable connections, termination cleanliness and security
   3. Check electrolyte level, vent caps of all cells in the starting batteries
   4. Load test batteries, check battery health
   5. Inspect main tank/day tank fuel level
   6. Inspect day tank controls and pumps, test operate day tank controls (where available)
   7. Inspect all fuel hoses, clamps, pipes, components, filters and fittings
   8. Inspect governor linkage
   9. Visually inspect rupture/containment basin
   10. Water in fuel test base tank and/or day tanks

11. Inspect all hoses and clamps for leaks, coolant level and condition
12. Inspect radiator cap and filler neck condition
13. Inspect drive belts, observe alignment and deflection
14. Check coolant heater operations
15. Utilize Diesel Coolant Additive (DCA) test strip to record coolant properties
16. Inspect radiator surfaces, coils, tanks, shrouds and barriers for condition and obstructions
17. Visually inspect low temperature after cooler
18. Inspect lubrication system (visually check oil level, oil condition, filter for leaks)
19. Inspect crankcase ventilation system
20. Intake/Exhaust System
21. Inspect air cleaner element and entire intake system, change filter as required
22. Inspect exhaust system and rain cap
23. Inspect louver operations
24. Generator Controls and Power Connections
25. Visually inspect all engine mounted wiring, senders and devices
26. Visually inspect all unit mounted control components and wiring
27. Test all lights and indicators
28. Visually inspect breakers, power connections, governor and voltage regulator
29. Start and observe generator engine operation, test both manual and auto-start functions
30. Inspect operation of automatic transfer switch
31. Perform visual and audible, inspecting and listening for poorly functioning components
32. Verify engine and generator safeties for proper operation
33. System transfer test, or no-load run test
34. Visually inspect all power and control wiring
35. Visually inspect switch mechanism and enclosure
36. Visually inspect controls and time delay settings
37. Verify function of exercise clock
38. Conduct transfer testing to verify switch setting and operations

B. Required - Servicing
1. Check all pulleys, belt tensioners, slack adjusters and idler pulleys for travel, wear and overall condition
2. Inspect/lubricate drive bearings, gear or belt drives, lovejoy and other connecting hardware
3. Change engine lubrication oil, governor oil, and oil bath air filter oil, annually.
4. Change primary lubrication and bypass filters
5. Change fuel filters
6. Change air filters as required.
7. Post lube service operation of genset (unloaded) at rated temperature
8. If applicable, change coolant filters to adjust Diesel Coolant Additive (DCA) concentration
9. Fuel sample analysis; annual fuel testing using ASTM methods per NFPA 110
10. Oil and coolant sample analysis

C. Required - Load Banks
   1. Conduct staged loading at 25%, 50%, and 75% capacity per NFPA 110. As a minimum conduct a load bank test under the building's optimal conditions.

D. Required - Enhanced Powerline Safety Settings (EPSS)
   1. Annual exercise of transfer and distribution breakers to verify mechanical reliability and safety functions per NFPA 110.

Reporting Requirements

The contractor must provide an annual report (both electronically and hard copy) within 14 days of completion of the annual inspection and testing. As a minimum the report will include technicians name, date of service(s), generator serial number, condition of items inspected, load bank test results, recommended replacement/repair of items listed in A through D.

Additional Information

A. National cemeteries are National shrines; Contractor personnel appearance and conduct shall always be professional and unobtrusive. Questions from cemetery visitors shall be politely referred to or directed to cemetery personnel.

B. All Contractor employees shall be dressed in proper attire, which includes sleeved shirt, long pants, and shoes. Tee shirts, tank tops and sandals are not acceptable. If caps are worn, they must be free of any questionable message or design.

C. The Contractor agrees to leave all work areas free of debris and in the same condition as before the work commenced.

D. The Contractor shall observe all traffic, parking, directional signs and regulations when using the cemetery roadways. Vehicles shall not be driven off the paved roadways onto non-paved areas without first securing permission from the COR. The Contractor shall ensure all motor vehicles used in this contract meet State inspection, safety, licensing, registration, and insurance requirements.

E. Coordinate with staff when performing work that may or will interrupt power. Instruct staff to "save their work" to minimize disruption.

F. If work is within earshot of a committal shelter, schedule work when shelter is unoccupied.

----------END OF THE STATEMENT----------

Source Selection Plan / Evaluation Factors
Houston National Cemetery –
Backup (Emergency) Generator Annual Inspection

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 Emergency Generator Annual Servicing at Houson 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 12 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 Performance Work Statement (PWS) and on how well the technical approach meets the Government requirements. The proposal shall be more than restating the PWS. Technical approaches will be evaluated for the following:
   a) Contractor-provided statements and/or literature that clearly explain their experience, approach and/or abilities to perform the tasks described in the Performance Work Statement (PWS).
   b) Contractor must demonstrate a minimum of three (3) years' experience performing emergency generator inspection/servicing/repair services.
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 complexity and scope. Past Performance information shall be obtained by the following methods.
   a) The Contracting Officer's knowledge of previous experience with the service is 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.

PIKES PEAK NATIONAL CEMETERY
EMERGENCY GENERATOR MAINTENANCE SERVICES

B.1 SUPPLIES OR SERVICES AND SCHEDULE OF PRICES

Base Year: August 1, 2026 or Date of award through July 31, 2027					
CLIN No.	**Description: Emergency Generator Maintenance Services**	**Quantity**	**Unit**	**Unit Cost**	**Est. Total Cost**
0001	Routine maintenance for 250 KW Generator Unit; Yearly	1	JB	$ _____	$ _____
0002	Routine maintenance for 200 KW Generator Unit; Yearly	1	JB	$ _____	$ _____
				Total Estimated Cost:	$ _____

Option Year 1: August 1, 2027 through July 31, 2028					
CLIN No.	**Description: Emergency Generator Maintenance Services**	**Quantity**	**Unit**	**Unit Cost**	**Est. Total Cost**
1001	Routine maintenance for 250 KW Generator Unit; Yearly	1	JB	$ _____	$ _____
1002	Routine maintenance for 200 KW Generator Unit; Yearly	1	JB	$ _____	$ _____
				Total Estimated Cost:	$ _____

Option Year 2: August 1, 2028 through July 31, 2029					
CLIN No.	**Description: Emergency Generator Maintenance Services**	**Quantity**	**Unit**	**Unit Cost**	**Est. Total Cost**
2001	Routine maintenance for 250 KW Generator Unit; Yearly	1	JB	$ _____	$ _____

2002	Routine maintenance for 200 KW Generator Unit; Yearly	1	JB	$ _____	$ _____
				Total Estimated Cost:	$ _____

Option Year 3: August 1, 2029 through July 31, 2030					
CLIN No.	**Description: Emergency Generator Maintenance Services**	**Quantity**	**Unit**	**Unit Cost**	**Est. Total Cost**
3001	Routine maintenance for 250 KW Generator Unit; Yearly	1	JB	$ _____	$ _____
3002	Routine maintenance for 200 KW Generator Unit; Yearly	1	JB	$ _____	$ _____
				Total Estimated Cost:	$ _____

Option Year 4: August 1, 2030 through July 31, 2031					
CLIN No.	**Description: Emergency Generator Maintenance Services**	**Quantity**	**Unit**	**Unit Cost**	**Est. Total Cost**
4001	Routine maintenance for 250 KW Generator Unit; Yearly	1	JB	$ _____	$ _____
4002	Routine maintenance for 200 KW Generator Unit; Yearly	1	JB	$ _____	$ _____
				Total Estimated Cost:	$ _____

		Total Cost
	Base Year – date of award thru 7/31/27:	$_____
	Option Year 1 – 8/1/27 – 7/31/28:	$ _____
	Option Year 2 – 8/1/28 – 7/31/29:	$ _____
Option Year 3 - 8/1/29 – 7/31/30:		$ _____
Option Year 4 - 8/1/30 – 7/31/31:		$ _____
Grand Total (Base + all Option Years):		$ _____

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

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

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

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

National Cemetery Contacts

Mr. Omil Carrasquillo, Assistant Cemetery Director (281) 447-8686

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		1.000000		HOUSTON NATIONAL CEMETERY (851) DEPT OF VETERANS AFFAIRS (851) HOUSTON NATIONAL CEMETERY 10410 VETERANS MEMORIAL DR. HOUSTON, TX 77038
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0002/1		1.000000		HOUSTON NATIONAL CEMETERY (851) DEPT OF VETERANS AFFAIRS (851) HOUSTON NATIONAL CEMETERY 10410 VETERANS MEMORIAL DR. HOUSTON, TX 77038
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0003/1		1.000000		HOUSTON NATIONAL CEMETERY (851) DEPT OF VETERANS AFFAIRS (851) HOUSTON NATIONAL CEMETERY 10410 VETERANS MEMORIAL DR. HOUSTON, TX 77038
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0004/1		1.000000		HOUSTON NATIONAL CEMETERY (851) DEPT OF VETERANS AFFAIRS (851) HOUSTON NATIONAL CEMETERY 10410 VETERANS MEMORIAL DR. HOUSTON, TX 77038
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0005/1		1.000000		HOUSTON NATIONAL CEMETERY (851) DEPT OF VETERANS AFFAIRS (851) HOUSTON NATIONAL CEMETERY 10410 VETERANS MEMORIAL DR. HOUSTON, TX 77038
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Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0008/1		1.000000		HOUSTON NATIONAL CEMETERY (851)

				DEPT OF VETERANS AFFAIRS (851) HOUSTON NATIONAL CEMETERY 10410 VETERANS MEMORIAL DR. HOUSTON, TX 77038
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0009/1		1.000000		HOUSTON NATIONAL CEMETERY (851) DEPT OF VETERANS AFFAIRS (851) HOUSTON NATIONAL CEMETERY 10410 VETERANS MEMORIAL DR. HOUSTON, TX 77038
Line Number/ Delivery Number	Delivery	Quantity	FOB Point	Address
0010/1		1.000000		HOUSTON NATIONAL CEMETERY (851) DEPT OF VETERANS AFFAIRS (851) HOUSTON NATIONAL CEMETERY 10410 VETERANS MEMORIAL DR. HOUSTON, TX 77038

PERIOD OF PERFORMANCE

ITEM	START	END
0001	08/01/2026	07/31/2027
0002	08/01/2026	07/31/2027
0003	08/01/2027	07/31/2028
0004	08/01/2027	07/31/2028
0005	08/01/2028	07/31/2029
0006	08/01/2028	07/31/2029
0007	08/01/2029	07/31/2030
0008	08/01/2029	07/31/2030
0009	08/01/2030	07/31/2031
0010	08/01/2030	07/31/2031

Clause	Title	Fill-ins
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023)	
52.219-6	Notice of Total Small Business Set-Aside (Nov 2020)	
52.219-8	Utilization of Small Business Concerns (Jan 2025)	

Clause	Title	Fill-ins
52.219-9	Small Business Subcontracting Plan (Jan 2025)	
52.222-3	Convict Labor (June 2003)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
52.222-41	Service Contract Labor Standards (Aug 2018)	
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)	
52.222-50	Combating Trafficking in Persons (Oct 2025)	
52.222-90	Addressing DEI Discrimination by Federal Contractors	
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.232-18	Availability of Funds (Apr 1984)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (Oct 2025)	
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)	
852.219-70	VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (NOV 2022)	

52.216-18 Ordering (Aug 2020)

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

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

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

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

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

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

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

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

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

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

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

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

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

(End of clause)

52.219-14 Limitations on Subcontracting (Oct 2022)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

__ 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)

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

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

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

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

(End of clause)

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

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

(End of clause)

852.219-73 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)

852.237-75 KEY PERSONNEL (OCT 2019)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract. If the employee of the Contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of clause)

852.237-77 AREA OF PERFORMANCE (OCT 2019)

(a) The area of performance is as specified in the contract.

(b) The Contractor shall take possession of the remains at the place where they are located, transport them to the Contractor's place of preparation, and later transport them to a place designated by the Contracting Officer.

(c) The Contractor will not be reimbursed for transportation when both the place where the remains were located and the delivery point are within the area of performance.

(d) If remains are located outside the area of performance, the Contracting Officer may place an order with the Contractor under this contract or may obtain the services elsewhere. If the Contracting Officer requires the Contractor to transport the remains into the area of performance, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the point where located to the boundary of the area of performance.

(e) The Contracting Officer may require the Contractor to deliver remains to any point within 100 miles of the area of performance. In this case, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the boundary of the area of performance to the delivery point.

(End of clause)

Clause	Title	Fill-ins
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023)	
52.219-6	Notice of Total Small Business Set-Aside (Nov 2020)	
52.219-8	Utilization of Small Business Concerns (Jan 2025)	

Clause	Title	Fill-ins
52.219-9	Small Business Subcontracting Plan (Jan 2025)	
52.222-3	Convict Labor (June 2003)	
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
52.222-41	Service Contract Labor Standards (Aug 2018)	
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)	
52.222-50	Combating Trafficking in Persons (Oct 2025)	
52.222-90	Addressing DEI Discrimination by Federal Contractors	
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.232-18	Availability of Funds (Apr 1984)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (Oct 2025)	
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)	
852.219-70	VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (NOV 2022)	

52.216-18 Ordering (Aug 2020)

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

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

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

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

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

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

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

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

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

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 Days [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

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

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

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

(End of clause)

52.219-14 Limitations on Subcontracting (Oct 2022)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

__ 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)

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

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

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

Employee Class	**Monetary Wage-Fringe Benefits**

(End of clause)

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

Funds are not presently available for performance under this contract beyond 9/30/2026. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 9/30/2026, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

852.219-73 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)

852.237-75 KEY PERSONNEL (OCT 2019)

The key personnel specified in this contract are considered to be essential to work performance. At least 30 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract. If the employee of the Contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

(End of clause)

852.237-77 AREA OF PERFORMANCE (OCT 2019)

(a) The area of performance is as specified in the contract.

(b) The Contractor shall take possession of the remains at the place where they are located, transport them to the Contractor's place of preparation, and later transport them to a place designated by the Contracting Officer.

(c) The Contractor will not be reimbursed for transportation when both the place where the remains were located and the delivery point are within the area of performance.

(d) If remains are located outside the area of performance, the Contracting Officer may place an order with the Contractor under this contract or may obtain the services elsewhere. If the Contracting Officer requires the Contractor to transport the remains into the area of performance, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the point where located to the boundary of the area of performance.

(e) The Contracting Officer may require the Contractor to deliver remains to any point within 100 miles of the area of performance. In this case, the Contractor shall be paid the amount per mile in the schedule for the number of miles required to transport the remains by a reasonable route from the boundary of the area of performance to the delivery point.

(End of clause)

Solicitation Provisions

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

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror __ has __ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of provision)

52.225-2 Buy American Certificate (Oct 2022)

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

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

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

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

(b) Foreign End Products:

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

[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. _____

[*List as necessary*]

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

(End of provision)

52.233-2 Service of Protest (Sept 2006)

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

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

(End of provision)

Section 3 - Documents, Exhibits, or Attachments

Title	Dates	Number of Pages
Wage Deternation 2015-5233.pdf	07/06/2026	

Section 4 - Solicitation Provisions

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

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror __ has __ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of provision)

52.225-2 Buy American Certificate (Oct 2022)

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

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

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

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

(b) Foreign End Products:

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

[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No. _____

[*List as necessary*]

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

(End of provision)

52.233-2 Service of Protest (Sept 2006)

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

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

(End of provision)

"

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.: 2015-5233
Revision No.: 33
Date Of Last Revision: 5/13/2026

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery and Waller

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.81
01012 - Accounting Clerk II		21.12
01013 - Accounting Clerk III		23.62
01020 - Administrative Assistant		36.11
01035 - Court Reporter		42.47
01041 - Customer Service Representative I		17.32
01042 - Customer Service Representative II		18.90
01043 - Customer Service Representative III		21.21
01051 - Data Entry Operator I		16.75
01052 - Data Entry Operator II		18.28
01060 - Dispatcher, Motor Vehicle		22.72
01070 - Document Preparation Clerk		17.57
01090 - Duplicating Machine Operator		17.57
01111 - General Clerk I		16.76
01112 - General Clerk II		18.29
01113 - General Clerk III		20.53
01120 - Housing Referral Assistant		27.44
01141 - Messenger Courier		18.44
01191 - Order Clerk I		19.80
01192 - Order Clerk II		21.89
01261 - Personnel Assistant (Employment) I		21.62
01262 - Personnel Assistant (Employment) II		24.18
01263 - Personnel Assistant (Employment) III		26.97
01270 - Production Control Clerk		24.04
01290 - Rental Clerk		17.16
01300 - Scheduler, Maintenance		22.01
01311 - Secretary I		22.01
01312 - Secretary II		24.62
01313 - Secretary III		27.44
01320 - Service Order Dispatcher		20.31
01410 - Supply Technician		36.11
01420 - Survey Worker		20.72
01460 - Switchboard Operator/Receptionist		16.81
01531 - Travel Clerk I		19.71
01532 - Travel Clerk II		21.62
01533 - Travel Clerk III		23.42
01611 - Word Processor I		18.06
01612 - Word Processor II		20.27
01613 - Word Processor III		22.67
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.76
05010 - Automotive Electrician		23.79
05040 - Automotive Glass Installer		21.96
05070 - Automotive Worker		21.96
05110 - Mobile Equipment Servicer		20.23
05130 - Motor Equipment Metal Mechanic		25.96
05160 - Motor Equipment Metal Worker		21.96
05190 - Motor Vehicle Mechanic		25.76
05220 - Motor Vehicle Mechanic Helper		19.40
05250 - Motor Vehicle Upholstery Worker		20.83
05280 - Motor Vehicle Wrecker		21.96
05310 - Painter, Automotive		23.79
05340 - Radiator Repair Specialist		22.88
05370 - Tire Repairer		17.39
05400 - Transmission Repair Specialist		25.76

07000 - Food Preparation And Service Occupations
07010 - Baker 15.73
07041 - Cook I 16.15
07042 - Cook II 18.84
07070 - Dishwasher 13.89
07130 - Food Service Worker 14.31
07210 - Meat Cutter 18.25
07260 - Waiter/Waitress 12.38

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 22.32
09040 - Furniture Handler 12.26
09080 - Furniture Refinisher 20.32
09090 - Furniture Refinisher Helper 14.99
09110 - Furniture Repairer, Minor 17.69
09130 - Upholsterer 18.32

11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 14.33
11060 - Elevator Operator 14.59
11090 - Gardener 23.07
11122 - Housekeeping Aide 14.59
11150 - Janitor 14.59
11210 - Laborer, Grounds Maintenance 17.33
11240 - Maid or Houseman 14.43
11260 - Pruner 15.46
11270 - Tractor Operator 21.17
11330 - Trail Maintenance Worker 17.33
11360 - Window Cleaner 16.35

12000 - Health Occupations
12010 - Ambulance Driver 19.56
12011 - Breath Alcohol Technician 26.61
12012 - Certified Occupational Therapist Assistant 37.52
12015 - Certified Physical Therapist Assistant 37.59
12020 - Dental Assistant 18.67
12025 - Dental Hygienist 45.98
12030 - EKG Technician 26.09
12035 - Electroneurodiagnostic Technologist 26.09
12040 - Emergency Medical Technician 19.56
12071 - Licensed Practical Nurse I 23.79
12072 - Licensed Practical Nurse II 26.61
12073 - Licensed Practical Nurse III 29.66
12100 - Medical Assistant 20.53
12130 - Medical Laboratory Technician 27.36
12160 - Medical Record Clerk 21.04
12190 - Medical Record Technician 23.53
12195 - Medical Transcriptionist 20.81
12210 - Nuclear Medicine Technologist 49.21
12221 - Nursing Assistant I 15.28
12222 - Nursing Assistant II 17.19
12223 - Nursing Assistant III 18.76
12224 - Nursing Assistant IV 21.05
12235 - Optical Dispenser 18.31
12236 - Optical Technician 17.56
12250 - Pharmacy Technician 21.61
12280 - Phlebotomist 21.33
12305 - Radiologic Technologist 37.91
12311 - Registered Nurse I 31.78
12312 - Registered Nurse II 38.86
12313 - Registered Nurse II, Specialist 38.86
12314 - Registered Nurse III 47.02
12315 - Registered Nurse III, Anesthetist 47.02
12316 - Registered Nurse IV 56.37
12317 - Scheduler (Drug and Alcohol Testing) 32.96
12320 - Substance Abuse Treatment Counselor 30.38

13000 - Information And Arts Occupations
13011 - Exhibits Specialist I 27.37
13012 - Exhibits Specialist II 33.90
13013 - Exhibits Specialist III 41.46
13041 - Illustrator I 23.50
13042 - Illustrator II 29.11
13043 - Illustrator III 35.61
13047 - Librarian 33.66
13050 - Library Aide/Clerk 15.38
13054 - Library Information Technology Systems
Administrator 30.40
13058 - Library Technician 18.09
13061 - Media Specialist I 21.93
13062 - Media Specialist II 24.53
13063 - Media Specialist III 27.36
13071 - Photographer I 18.96
13072 - Photographer II 21.20
13073 - Photographer III 26.27
13074 - Photographer IV 32.13
13075 - Photographer V 38.87
13090 - Technical Order Library Clerk 19.31
13110 - Video Teleconference Technician 23.72

14000 - Information Technology Occupations
14041 - Computer Operator I 20.62
14042 - Computer Operator II 23.07
14043 - Computer Operator III 25.71
14044 - Computer Operator IV 28.58
14045 - Computer Operator V 31.65
14071 - Computer Programmer I (see 1)
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		20.62
14160 - Personal Computer Support Technician		28.58
14170 - System Support Specialist		37.07
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		38.33
15020 - Aircrew Training Devices Instructor (Rated)		46.39
15030 - Air Crew Training Devices Instructor (Pilot)		55.59
15050 - Computer Based Training Specialist / Instructor		38.33
15060 - Educational Technologist		36.86
15070 - Flight Instructor (Pilot)		55.59
15080 - Graphic Artist		27.11
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		55.59
15086 - Maintenance Test Pilot, Rotary Wing		55.59
15088 - Non-Maintenance Test/Co-Pilot		55.59
15090 - Technical Instructor		27.50
15095 - Technical Instructor/Course Developer		33.64
15110 - Test Proctor		22.20
15120 - Tutor		22.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.46
16030 - Counter Attendant		12.46
16040 - Dry Cleaner		15.98
16070 - Finisher, Flatwork, Machine		12.46
16090 - Presser, Hand		12.46
16110 - Presser, Machine, Drycleaning		12.46
16130 - Presser, Machine, Shirts		12.46
16160 - Presser, Machine, Wearing Apparel, Laundry		12.46
16190 - Sewing Machine Operator		16.91
16220 - Tailor		18.20
16250 - Washer, Machine		13.65
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.22
19040 - Tool And Die Maker		27.82
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		22.23
21030 - Material Coordinator		24.04
21040 - Material Expediter		24.04
21050 - Material Handling Laborer		18.08
21071 - Order Filler		17.40
21080 - Production Line Worker (Food Processing)		22.23
21110 - Shipping Packer		18.57
21130 - Shipping/Receiving Clerk		18.57
21140 - Store Worker I		14.99
21150 - Stock Clerk		21.19
21210 - Tools And Parts Attendant		22.23
21410 - Warehouse Specialist		22.23
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		40.58
23019 - Aircraft Logs and Records Technician		31.90
23021 - Aircraft Mechanic I		38.87
23022 - Aircraft Mechanic II		40.58
23023 - Aircraft Mechanic III		42.32
23040 - Aircraft Mechanic Helper		27.02
23050 - Aircraft, Painter		36.75
23060 - Aircraft Servicer		31.90
23070 - Aircraft Survival Flight Equipment Technician		36.75
23080 - Aircraft Worker		34.36
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		34.36
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		38.87
23110 - Appliance Mechanic		22.40
23120 - Bicycle Repairer		22.57
23125 - Cable Splicer		38.69
23130 - Carpenter, Maintenance		23.51
23140 - Carpet Layer		26.33
23160 - Electrician, Maintenance		28.61
23181 - Electronics Technician Maintenance I		35.43
23182 - Electronics Technician Maintenance II		37.90
23183 - Electronics Technician Maintenance III		40.08
23260 - Fabric Worker		24.45
23290 - Fire Alarm System Mechanic		24.70
23310 - Fire Extinguisher Repairer		22.57
23311 - Fuel Distribution System Mechanic		26.03
23312 - Fuel Distribution System Operator		19.82
23370 - General Maintenance Worker		22.13
23380 - Ground Support Equipment Mechanic		38.87
23381 - Ground Support Equipment Servicer		31.90
23382 - Ground Support Equipment Worker		34.36
23391 - Gunsmith I		22.57
23392 - Gunsmith II		26.33
23393 - Gunsmith III		29.79
23410 - Heating, Ventilation And Air-Conditioning Mechanic		27.84

23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		29.07
23430 - Heavy Equipment Mechanic		29.97
23440 - Heavy Equipment Operator		24.28
23460 - Instrument Mechanic		37.65
23465 - Laboratory/Shelter Mechanic		28.17
23470 - Laborer		18.08
23510 - Locksmith		23.53
23530 - Machinery Maintenance Mechanic		30.38
23550 - Machinist, Maintenance		26.63
23580 - Maintenance Trades Helper		17.73
23591 - Metrology Technician I		37.65
23592 - Metrology Technician II		39.29
23593 - Metrology Technician III		40.99
23640 - Millwright		32.58
23710 - Office Appliance Repairer		22.43
23760 - Painter, Maintenance		21.63
23790 - Pipefitter, Maintenance		30.76
23810 - Plumber, Maintenance		29.08
23820 - Pneudraulic Systems Mechanic		29.79
23850 - Rigger		29.78
23870 - Scale Mechanic		26.33
23890 - Sheet-Metal Worker, Maintenance		26.93
23910 - Small Engine Mechanic		21.63
23931 - Telecommunications Mechanic I		28.09
23932 - Telecommunications Mechanic II		29.33
23950 - Telephone Lineman		37.37
23960 - Welder, Combination, Maintenance		25.87
23965 - Well Driller		26.53
23970 - Woodcraft Worker		29.79
23980 - Woodworker		22.57
24000 - Personal Needs Occupations		
24550 - Case Manager		21.78
24570 - Child Care Attendant		13.44
24580 - Child Care Center Clerk		16.76
24610 - Chore Aide		10.97
24620 - Family Readiness And Support Services Coordinator		21.78
24630 - Homemaker		21.78
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		24.42
25040 - Sewage Plant Operator		24.67
25070 - Stationary Engineer		24.42
25190 - Ventilation Equipment Tender		16.29
25210 - Water Treatment Plant Operator		24.67
27000 - Protective Service Occupations		
27004 - Alarm Monitor		23.64
27007 - Baggage Inspector		15.62
27008 - Corrections Officer		24.53
27010 - Court Security Officer		26.65
27030 - Detection Dog Handler		17.90
27040 - Detention Officer		24.53
27070 - Firefighter		28.76
27101 - Guard I		15.62
27102 - Guard II		17.90
27131 - Police Officer I		32.64
27132 - Police Officer II		36.28
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		17.45
28042 - Carnival Equipment Repairer		19.01
28043 - Carnival Worker		12.74
28210 - Gate Attendant/Gate Tender		18.03
28310 - Lifeguard		13.62
28350 - Park Attendant (Aide)		20.17
28510 - Recreation Aide/Health Facility Attendant		14.72
28515 - Recreation Specialist		24.98
28630 - Sports Official		16.06
28690 - Swimming Pool Operator		22.11
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		33.91
29020 - Hatch Tender		33.91
29030 - Line Handler		33.91
29041 - Stevedore I		31.48
29042 - Stevedore II		36.27
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	53.13
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	36.65
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	40.35
30021 - Archeological Technician I		23.48
30022 - Archeological Technician II		26.26
30023 - Archeological Technician III		32.53
30030 - Cartographic Technician		32.53
30040 - Civil Engineering Technician		33.03
30051 - Cryogenic Technician I		35.08
30052 - Cryogenic Technician II		38.75
30061 - Drafter/CAD Operator I		23.48
30062 - Drafter/CAD Operator II		26.26
30063 - Drafter/CAD Operator III		29.27
30064 - Drafter/CAD Operator IV		36.03

30081 - Engineering Technician I		20.86
30082 - Engineering Technician II		23.41
30083 - Engineering Technician III		26.18
30084 - Engineering Technician IV		32.44
30085 - Engineering Technician V		39.68
30086 - Engineering Technician VI		48.01
30090 - Environmental Technician		29.96
30095 - Evidence Control Specialist		31.68
30210 - Laboratory Technician		37.40
30221 - Latent Fingerprint Technician I		32.42
30222 - Latent Fingerprint Technician II		35.80
30240 - Mathematical Technician		40.76
30361 - Paralegal/Legal Assistant I		25.13
30362 - Paralegal/Legal Assistant II		31.13
30363 - Paralegal/Legal Assistant III		38.07
30364 - Paralegal/Legal Assistant IV		46.06
30375 - Petroleum Supply Specialist		38.75
30390 - Photo-Optics Technician		32.53
30395 - Radiation Control Technician		38.75
30461 - Technical Writer I		31.08
30462 - Technical Writer II		38.01
30463 - Technical Writer III		45.99
30491 - Unexploded Ordnance (UXO) Technician I		33.77
30492 - Unexploded Ordnance (UXO) Technician II		40.86
30493 - Unexploded Ordnance (UXO) Technician III		48.97
30494 - Unexploded (UXO) Safety Escort		33.77
30495 - Unexploded (UXO) Sweep Personnel		33.77
30501 - Weather Forecaster I		35.85
30502 - Weather Forecaster II		43.63
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	29.27
30621 - Weather Observer, Senior	(see 2)	32.53
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		40.86
31020 - Bus Aide		16.95
31030 - Bus Driver		24.39
31043 - Driver Courier		19.27
31260 - Parking and Lot Attendant		14.33
31290 - Shuttle Bus Driver		17.28
31310 - Taxi Driver		13.64
31361 - Truckdriver, Light		21.00
31362 - Truckdriver, Medium		22.75
31363 - Truckdriver, Heavy		26.68
31364 - Truckdriver, Tractor-Trailer		26.68
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.92
99030 - Cashier		13.68
99050 - Desk Clerk		14.21
99095 - Embalmer		34.72
99130 - Flight Follower		33.77
99251 - Laboratory Animal Caretaker I		16.49
99252 - Laboratory Animal Caretaker II		17.97
99260 - Marketing Analyst		35.05
99310 - Mortician		41.99
99410 - Pest Controller		20.48
99510 - Photofinishing Worker		17.75
99710 - Recycling Laborer		24.04
99711 - Recycling Specialist		29.37
99730 - Refuse Collector		21.45
99810 - Sales Clerk		14.55
99820 - School Crossing Guard		17.00
99830 - Survey Party Chief		29.59
99831 - Surveying Aide		20.24
99832 - Surveying Technician		25.59
99840 - Vending Machine Attendant		15.21
99841 - Vending Machine Repairer		19.28
99842 - Vending Machine Repairer Helper		15.21

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))."""