

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER F367518-23-2000001		PAGE 1 OF 52	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 36C78623R50045	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Brian Werner				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE / LOCAL TIME 02/21/2023 13:00 MT	
9. ISSUED BY National Cemetery Administration Contracting Services 18434 Joplin Road Triangle, VA 22172		CODE 36C786		10. THE ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR			
				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 562111 <input type="checkbox"/> 8(A) SIZE STANDARD: \$41,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> 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 DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO Dallas-Ft. Worth National Cemetery 2000 Mountain Creek Pkwy Dallas, TX 75211-6702		CODE 367518		16. ADMINISTERED BY National Cemetery Administration Contracting Services 18434 Joplin Road Triangle, VA 22172			
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY TUNGSTEN http://www.tungsten-network.com/customer-campaigns/veterans-affairs/	
						CODE 36C786	
Telephone No.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Dallas-Ft. Worth National Cemetery - Waste Removal Services. See Section D for Statement of Work and U.S. Department of Labor Wage Determination information. All offers and correspondence must be sent to brian.werner2@va.gov				

25. ACCOUNTING AND APPROPRIATION DATA NCA-2023-0129ADD-C0916000-C09160000-NCACEMOP-MEM019-254201-752116702-00-NCAC001A-C09160000-2023				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ 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) Brian Werner	
				31c. DATE SIGNED	

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STANDARD FORM 1449 (REV. 02/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	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 <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> 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		

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
1	Continuation Sheet.....	4
2	Contract Clauses.....	7
	52.204-13 System for Award Management Maintenance (Oct 2018).....	7
	52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020).....	8
	52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020).....	9
	852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAY 2020).....	9
	852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020).....	10
	852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020).....	11
	52.212-4 (DEV) Contract Terms and Conditions-Commercial Products and Commercial Services (DEC 2022) (DEVIATION JUN 2017).....	11
	52.232-40 (DEV) Providing Accelerated Payments to Small Business Subcontractors (NOV 2021) (DEVIATION AUG 2020).....	15
	52.223-99 (DEV) Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION OCT 2021).....	15
	52.212-5 (DEV) Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services (DEC 2022) (DEVIATION AUG 2020).....	16
	52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011).....	22
	52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011).....	22
	52.217-8 Option to Extend Services (Nov 1999).....	22
	52.217-9 Option to Extend the Term of the Contract (Mar 2000).....	23
	52.228-5 Insurance-Work on a Government Installation (Jan 1997).....	23
	52.232-18 Availability of Funds (Apr 1984).....	23
	52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (Jul 2013).....	23
	52.216-18 Ordering (Aug 2020).....	24
	52.216-19 Order Limitations (Oct 1995).....	24
	52.216-21 Requirements (Oct 1995).....	25
	852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING-CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022).....	25
	852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR VERIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (NOV 2022).....	26
3	Documents, Exhibits, or Attachments.....	28
3	Statement of Work - DFW Waste.....	30
3	DoL Wage Determination 2015-5227.....	38

Section 1 - Continuation Sheet

Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Firm Fixed Price PSC: S205	52.000000	JB		

Period of Performance: 04/01/2023 - 03/31/2024

Description: RENTAL, PICK UP AND DISPOSE OF RECYCLE PRODUCT, 4 YD CONTAINER (1x per week)

Reference Line: F367518-23-2000001 - 0002

Pricing Options: Base 0001

Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Firm Fixed Price PSC: S205	104.000000	JB		

Period of Performance: 04/01/2023 - 03/31/2024

Description: RENTAL, PICK UP AND DISPOSE OF GENERAL WASTE, TWO 8 YD CONTAINERS (2x per week)

Reference Line: F367518-23-2000001 - 0001

Pricing Options: Base 0002

Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0003	Firm Fixed Price PSC: S205	30.000000	JB		

Period of Performance: 04/01/2023 - 03/31/2024

Description: RENTAL, PICK UP AND DISPOSE OF THE GENERAL WASTE, 30 YD CONTAINER (On call)

Reference Line: F367518-23-2000001 - 0003

Pricing Options: Base 0003

Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	Firm Fixed Price PSC: S205	52.000000	JB		

Period of Performance: 04/01/2024 - 03/31/2025

Description: RENTAL, PICK UP AND DISPOSE OF RECYCLE PRODUCT, 4 YD CONTAINER (1x per week)

Reference Line: F367518-23-2000001 - 0002

Pricing Options: 0001

Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	Firm Fixed Price PSC: S205	104.000000	JB		

Period of Performance: 04/01/2024 - 03/31/2025

Description: RENTAL, PICK UP AND DISPOSE OF GENERAL WASTE, TWO 8 YD CONTAINERS (2x per week)

Reference Line: F367518-23-2000001 - 0001

Pricing Options: 0002

Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1003	Firm Fixed Price PSC: S205	30.000000	JB		

Period of Performance: 04/01/2024 - 03/31/2025

Description: RENTAL, PICK UP AND DISPOSE OF THE GENERAL WASTE, 30 YD CONTAINER (On call)

Reference Line: F367518-23-2000001 - 0003

Pricing Options: 0003

Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	Firm Fixed Price PSC: S205	52.000000	JB		

Period of Performance: 04/01/2025 - 03/31/2026

Description: RENTAL, PICK UP AND DISPOSE OF RECYCLE PRODUCT, 4 YD CONTAINER (1x per week)

Reference Line: F367518-23-2000001 - 0002

Pricing Options: 0001

Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2002	Firm Fixed Price PSC: S205	104.000000	JB		

Period of Performance: 04/01/2025 - 03/31/2026

Description: RENTAL, PICK UP AND DISPOSE OF GENERAL WASTE, TWO 8 YD CONTAINERS (2x per week)

Reference Line: F367518-23-2000001 - 0001

Pricing Options: 0002

Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2003	Firm Fixed Price PSC: S205	30.000000	JB		

Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Period of Performance: 04/01/2025 - 03/31/2026				
	Description: RENTAL, PICK UP AND DISPOSE OF THE GENERAL WASTE, 30 YD CONTAINER (On call)				
	Reference Line: F367518-23-2000001 - 0003				
	Pricing Options: 0003				
Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3001	Firm Fixed Price PSC: S205	52.000000	JB		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: RENTAL, PICK UP AND DISPOSE OF RECYCLE PRODUCT, 4 YD CONTAINER (1x per week)				
	Reference Line: F367518-23-2000001 - 0002				
	Pricing Options: 0001				
Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3002	Firm Fixed Price PSC: S205	104.000000	JB		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: RENTAL, PICK UP AND DISPOSE OF GENERAL WASTE, TWO 8 YD CONTAINERS (2x per week)				
	Reference Line: F367518-23-2000001 - 0001				
	Pricing Options: 0002				
Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3003	Firm Fixed Price PSC: S205	30.000000	JB		
	Period of Performance: 04/01/2026 - 03/31/2027				
	Description: RENTAL, PICK UP AND DISPOSE OF THE GENERAL WASTE, 30 YD CONTAINER (On call)				
	Reference Line: F367518-23-2000001 - 0003				
	Pricing Options: 0003				
Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4001	Firm Fixed Price PSC: S205	52.000000	JB		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: RENTAL, PICK UP AND DISPOSE OF RECYCLE PRODUCT, 4 YD CONTAINER (1x per week)				

Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	Reference Line: F367518-23-2000001 - 0002				
	Pricing Options: 0001				
Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4002	Firm Fixed Price PSC: S205	104.000000	JB		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: RENTAL, PICK UP AND DISPOSE OF GENERAL WASTE, TWO 8 YD CONTAINERS (2x per week)				
	Reference Line: F367518-23-2000001 - 0001				
	Pricing Options: 0002				
Number	Supplies or Services	Est. Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4003	Firm Fixed Price PSC: S205	30.000000	JB		
	Period of Performance: 04/01/2027 - 03/31/2028				
	Description: RENTAL, PICK UP AND DISPOSE OF THE GENERAL WASTE, 30 YD CONTAINER (On call)				
	Reference Line: F367518-23-2000001 - 0003				
	Pricing Options: 0003				

Section 2 - Contract Clauses

52.204-13 System for Award Management Maintenance (Oct 2018)

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

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

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

- (1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM;
- (2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes--

- (1) Data collected from prospective Federal awardees required for the conduct of business with the Government;
- (2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and
- (3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

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

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to--

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.908.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award.

(End of clause)

52.204-18 Commercial and Government Entity Code Maintenance (Aug 2020)

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

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of clause)

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

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

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

(End of clause)

852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

(a) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The following provisions and clauses that have been checked by the Contracting Officer are incorporated by reference:

- ☐ 852.203-70, Commercial Advertising.
- ☐ 852.209-70, Organizational Conflicts of Interest.
- ☐ 852.211-70, Equipment Operation and Maintenance Manuals.
- ☐ 852.214-71, Restrictions on Alternate Item(s).
- ☐ 852.214-72, Alternate Item(s). [*Note: this is a fillable clause.*]
- ☐ 852.214-73, Alternate Packaging and Packing.
- ☐ 852.214-74, Marking of Bid Samples.
- ☐ 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.
- ☐ 852.215-71, Evaluation Factor Commitments.
- ☐ 852.216-71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- ☐ 852.216-72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- ☐ 852.216-73, Economic Price Adjustment—State Nursing Home Care for Veterans.
- ☐ 852.216-74, Economic Price Adjustment—Medicaid Labor Rates.
- ☐ 852.216-75, Economic Price Adjustment—Fuel Surcharge.
- ☐ 852.219-9, VA Small Business Subcontracting Plan Minimum Requirements.
- ☐ 852.219-10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.
- ☐ 852.219-11, VA Notice of Total Veteran-Owned Small Business Set-Aside.
- ☐ 852.222-70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.
- ☐ 852.228-70, Bond Premium Adjustment.
- ☐ 852.228-71, Indemnification and Insurance.
- ☐ 852.228-72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.
- ☐ 852.232-72, Electronic Submission of Payment Requests.
- ☐ 852.233-70, Protest Content/Alternative Dispute Resolution.
- ☐ 852.233-71, Alternate Protest Procedure.
- ☐ 852.237-70, Indemnification and Medical Liability Insurance.
- ☐ 852.246-71, Rejected Goods.
- ☐ 852.246-72, Frozen Processed Foods.

___ 852.246-73, Noncompliance with Packaging, Packing, and/or Marking Requirements.

___ 852.270-1, Representatives of Contracting Officers.

___ 852.271-72, Time Spent by Counselee in Counseling Process.

___ 852.271-73, Use and Publication of Counseling Results.

___ 852.271-74, Inspection.

___ 852.271-75, Extension of Contract Period.

___ 852.273-70, Late Offers.

___ 852.273-71, Alternative Negotiation Techniques.

___ 852.273-72, Alternative Evaluation.

___ 852.273-73, Evaluation—Health-Care Resources.

___ 852.273-74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

___ 852.237-74, Nondiscrimination in Service Delivery.

(End of clause)

852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

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

(End of clause)

52.212-4 (DEV) Contract Terms and Conditions-Commercial Products and Commercial Services (DEC 2022) (DEVIATION JUN 2017)

(a) *Inspection /Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

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

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

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* - (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall -

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 4701 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies /services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.232-40 (DEV) Providing Accelerated Payments to Small Business Subcontractors (NOV 2021) (DEVIATION AUG 2020)

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

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

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

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

(End of clause)

52.223-99 (DEV) Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION OCT 2021)

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

United States or its outlying areas means—

(1) The fifty States;

(2) The District of Columbia;

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;

(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

52.212-5 (DEV) Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services (DEC 2022) (DEVIATION AUG 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020) (41 U.S.C. 4712) relating to whistleblower protections).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (6) [Reserved]

___ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

___ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

___ (11) [Reserved]

___ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

___ (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (14) [Reserved]

___ (15)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-6.

___ (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7.

___ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

___ (18)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Sep 2021) of 52.219-9.

___ (19)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (Mar 2020) of 52.219-13.

___ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).

___ (21) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

___ (23)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Oct 2022) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (Mar 2020) of 52.219-28.

___ (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

___ (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

___ (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

___ (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

___ (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).

___ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (31)(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

___ (ii) Alternate I (Feb 1999) of 52.222-26.

X (32)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (Jul 2014) of 52.222-35.

X (33)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

___ (ii) Alternate I (Jul 2014) of 52.222-36.

___ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

___ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (36)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

X (37) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

___ (38)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

___ (41)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (42)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

- ___ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ___ (44) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- ___ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ___ (48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (49) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- ___ (ii) Alternate I (Oct 2022) of 52.225-1.
- ___ (50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I [Reserved]
- ___ (iii) Alternate II (Dec 2022) of 52.225-3.
- ___ (i) Alternate III (Jan 2021) of 52.225-3.
- ___ (v) Alternate IV (Oct 2022) of 52.225-3.
- ___ (51) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (52) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (53) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- ___ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ___ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- ___ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- X (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ___ (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (62) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Nov 2021) (DEVIATION AUG 2020) (31 U.S.C. 3903 and 10 U.S.C. 2307).

___ (63) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

___ (65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

___ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

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

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

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

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

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

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

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

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

"Postconsumer fiber" means-

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

(b) The Contractor is required to submit paper documents, such as offers, letters, or reports that are printed or copied double-sided on paper containing at least 30 percent postconsumer fiber, whenever practicable, when not using electronic commerce methods to submit information or data to the Government.

(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 30 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 *[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 (months) (years).

(End of clause)

52.228-5 Insurance-Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractor's proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (Jul 2013)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph

(c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

??VA Financial Services Center

??

Mailing Address:

??

??

??

Telephone Number:

??

Person to Contact:

??

Electronic Address:

??

(End of clause)

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 04/01/2023 through 03/31/2028 [insert dates].

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

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

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

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

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

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

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

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

(End of clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than TBD [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of TBD [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of TBD [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 03/31/2028 [insert date].

(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) ☒ *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)

852.219-73 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 CFR 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

☐ 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)

Section 3 - Documents, Exhibits, or Attachments

Identifier	Title	DateS	Number of Pages
1	ICG AND SOW FOR NEW BASE YR PLUS 4 YR WASTE SERVICES FY23.pdf	07/22/2022	

Dallas Fort Worth National Cemetery
Solid Waste Removal Contract
Statement of Work

1. Introduction

The National Cemetery Administration is looking for interested parties who wish to submit an offer for the collection and disposal of solid waste that are generated on Government owned and Government operated premises at Dallas Fort Worth National Cemetery, Dallas, TX 75211.

The contractor shall provide all management, supervision, labor, tools, materials, supplies equipment and any other items necessary to perform and solid waste disposal for the National Cemetery. Contractor shall plan, schedule, coordinate and assure effective and economical completion of all contract actions described herein. This contract is for base period with the opportunity of four (4) option years.

2. Requirements

- a. Requirement One – General Recycle – One (1) 4-yard container:
 - i. The contractor shall perform pick-up (empty dumpster) every week (52 pick-ups per year)
 - ii. The dumpster shall be located near the cemetery maintenance building. The contractor shall contact designated COR to ascertain the proper location for dumpster placement.
- b. Requirement Two – General Waste – Two (2) 8-yard refuse container
 - i. The contractor shall perform pick-up (empty container) twice a week (104 pick-ups each per year)
 - ii. The most beneficial days to have 8-yard bin emptied are Tuesday and Friday.
- c. Requirement Three - General Waste On-Call - One (1) 30 Yard Roll-Off Dumpster (On-Call)
 - i. Upon notification of cemetery personnel, the contractor shall deliver, and pickup of one thirty yard roll-off dumpster on an as needed basis. The government estimates that this service will be required 30 times (30 jobs) during each performance period of 12 months.
 - ii. The Contracting Officer Representative (COR) will contact the contractor to request the delivery of the dumpster. The contractor shall deliver the dumpster within 48 hours of receiving the call from the government. Cemetery personnel shall determine dumpster placement upon delivery of the dumpster.
 - iii. The Contracting Officer Representative (COR) will contact the contractor to request the retrieval of the dumpster. The contractor shall retrieve the dumpster within 24 hours of receiving the call from the government.
 - iv. Upon receipt, the government shall hold the on-call dumpster no longer than five (5) business days.

3. Contract Changes

The Dallas Fort Worth National Cemetery located at 2000 Mountain Creek Parkway, Dallas, TX 75211 the right to add or delete locations under its jurisdiction during performance of this contract. The service costs incurred for any additional site(s) not listed in this Schedule will be negotiated and added to this Schedule. Any site(s) deleted will be removed from the Schedule under this contract without any expense to the Government. However, if the Contractor has performed work for the location up to the date the location becomes deleted, the Government will pay those actual costs incurred by performance under this contract. Any proposed changes, additions, or deletions from this listing shall be made known to the COR in advance and in writing no less than 30 days from proposed effective date.

4. Goals

The primary goal of this contract is for an experienced Contractor to successfully perform the “Required Service”, which is to collect and dispose of solid waste as designated in this Statement of Work.

5. Required Service

Services of this requirement will be on a fixed schedule. On occasion, the Contractor may be required to make additional pick-ups for a location on the fixed schedule. The Contracting Officer’s Representative (COR) or the designated Cemetery Staff will notify the Contractor by telephone. The Contractor shall perform within 48 hours of notification. On-call pickups shall be at the same unit price of a scheduled pickup. After award, the Contractor shall provide a breakdown of unit prices for each location under each line item. The Contractor will be paid for actual services performed.

6. Option Line Items.

- a. Option line items for the following years will be evaluated for award purposes. But only those line items that are for the base period total will be awarded for the base period. Future exercise of line item options will be made by the Contracting Officer (CO) after a determination of satisfactory performance by the Contractor. If exercised, the Contracting Officer will exercise the option through a modification to the contract. All line items, once exercised, will be added and considered a "required service". The Government does not guarantee the Contractor all option years.
- b. The Contracting Officer may add additional service to this contract by modification throughout the life of this contract. The line items of the additional service may extend throughout the following option years if approved by the Contracting Officer.

7. Contractor Requirements

a. Contractor Qualifications

Contractor shall have the necessary knowledge, skills, abilities and resources to perform the work herein; within the best industry standards and practices; and have a minimum of three (3) years prior experience in the business of recycling and waste services. Furthermore, the Contractor represents that it is familiar with the scope and nature of the work required by the National Cemetery, and understands the conditions under which it will be obligated to operate. The Contractor shall identify and submit with quote, to the Contracting Officer, the following information for the key personnel working directly on the project: name, title, role in the project and phone number. The Contractor shall make no substitutions or subcontracts without obtaining prior Contracting Officer’s approval of the persons. The Contractor shall describe the educational background, directly related work experience, professional development, and demonstrated performance record of key personnel.

b. Personnel Qualifications

- i. Qualified personnel are essential for the performance of this contract to assure that requests for pick-ups are responded to in a prompt, responsive, and safe manner. All Contractor personnel performing under this contract shall be able to speak English and communicate effectively.
- ii. The Contractor shall provide drivers, as well as other employees necessary to work under this contract, that have participated in organizational driver training and OSHA required safety programs. Every driver performing under this contract shall possess a current, valid Commercial Driver’s License (CDL) with the appropriate endorsements when operating vehicles that require such licenses. Operators of any equipment or vehicles with-in the Cemetery shall follow all traffic rules and regulations such as but not limited to speed limits and weight restrictions.
- iii. The individual proposed by the Contractor must be acceptable to the National Cemetery. There shall be no change in personnel holding this position without prior written approval

of the National Cemetery. This individual is subject to the rules and regulations of the National Cemetery Administration at all times while on National Cemetery property. Dress and appearance must be neat and reflect the professional image of the Contractor's company. The selected individual shall carry proper identification on them at all times while on National Cemetery property.

c. Contractor Uniforms

- All workers on site shall be recognizable as employees of the contractor by wearing distinctive clothing bearing the name of the company, or by wearing appropriate badges which display the Contractor's company and employee name.

d. Contractor Vehicles

- The name or logo of the Contractor shall be clearly displayed on all vehicles used on the job site.
- Maximum weight limitation for bridges within the Cemetery is fifteen (15) tons . Therefore, the Contractor's truck if using the Cemetery roadways shall not exceed this 15-ton limit loaded nor unloaded.
- The contractor when loaded will exit the Cemetery via the North Service Gate located adjacent to the Northeast corner of the Maintenance yard, Travel north towards Mountain Creek Parkway Road.
- The contractor shall use vehicles constructed so as to prevent loss of waste or fluid/gray water from vehicle beds during transport and vehicles shall be covered or enclosed to prevent contents from escaping. Any material thrown from or falling off the truck shall be immediately collected and returned to the truck by the Contractor. Any property damage resulting from an unsecure load or from material being thrown shall be the responsibility of the contractor and must be reported immediately.
- The COR will inspect the Contractor's vehicles, all dumpster and surrounding areas for quality of service performed as stated in this contract.
- All vehicles shall have required standard safety equipment, spill kits and current valid state inspection, DOT and/or other endorsements/requirements.

8. Contractor's Representative

Upon contract award, the Contractor shall furnish to the Contracting Officer the name of the person that has been designated and assigned to this contract as the Contractor's Representative. The Contractor's Representative will exercise overall management responsibility for the contract effort, receive technical direction, and handle problems arising under the contract, as well as serve as the primary point of contact for day to day operations of the program. The Contractor's Representative is further responsible for coordinating matters of mutual concern with the Government representatives. The Contractor's Representative may designate an inspector for purposes of this contract who may work with the contractor regarding extra pick-ups or minor issues if they arise.

9. Supervision

- a. The Contractor shall supervise the removal, transportation, and disposal of the solid waste and recyclable materials to ensure compliance with the terms and conditions of this contract.
- b. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor shall be responsible for taking disciplinary actions with respect to Contractor's employees as may be necessary.
- c. The Contracting Officer may require removal from the job site any employee of the Contractor deemed to be unsuitable or otherwise objectionable or whose continued employment under this contract is deemed to be contrary to the public interest or inconsistent with the best interests of the Government.

10. Regulatory Compliance, Permits, Licenses.

- a. The Contractor shall have applicable licenses and permits necessary to perform the work required under this contract prior to the start of performance. Copies of all such permits and licenses shall be current and valid. The Contractor shall provide to the Contracting Officer when requested, specifically, but not limited to, proof of all licenses, state and local permits, as well as, copies of organizational participation in driver training and safety programs. The Contractor shall provide evidence that every driver performing under this contract has a current and valid CDL with the appropriate endorsements if the vehicles they operate require such certification.
- b. Contractor shall, without expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations.
- c. The Contractor shall submit to the Contracting Officer proof of insurance for \$100,000 coverage for one person, \$500,000 coverage for one occurrence and a \$1 million aggregate at contract award. The Contractor shall notify the Contracting Officer if the insurance coverage is terminated or modified below the limits originally provided to the Contracting Officer.
OR
- d. The Contractor must submit to the Contracting Officer proof of insurance coverage and the amount of coverage at contract award. The Contractor shall notify the Contracting Officer if the insurance coverage is terminated or modified below the limits originally provided to the Contracting Officer.
- e. The Contractor shall perform operations associated with this contract in accordance with all current State/Federal environmental protection regulations applicable to the management of recycled materials and solid waste.

11. Disposal Sites and Facilities

- a. The Contractor shall identify all sites/facilities to be used for waste disposal before contract performance. The Contractor shall inform the Contracting Officer at time of contract award, if any past or ongoing violations have occurred at disposal sites/facilities to be used by the Contractor. The Contractor shall notify the Contracting Officer of the specific violations, how they were rectified, if violations are ongoing, and whether the Contractor is still using that particular disposal site or facility.
- b. If at any time during the course of the contract, a disposal site/facility is used by the Contractor receives a Notice of Violation, the Contractor shall immediately notify the Contracting Officer.
- c. Contractor shall utilize only disposal sites/facilities that are certified by Federal, State, local agencies and the Environmental Protection Agency. Contractor shall submit a listing (by company name, address and type of material accepted), with quote, of all disposal sites/facilities intended to be utilized under this contract to the Contracting Officer.

12. Billing

- a. Dallas Fort Worth National Cemetery will pay the Contractor once per month for services performed.
- b. For the waste pickups, the Contractor shall submit an itemized invoice monthly. Invoices shall reflect the following:
 - i. Name and Address of the Contractor;
 - ii. Invoice date;
 - iii. Contract order number and line item(s);
 - iv. Description, quantity, unit of measure, unit price, and extended price of services performed;
 - v. Driver name(s);
 - vi. Truck number;
 - vii. Pick-up date(s);
 - viii. Number of dumpsters;
 - ix. Container pick-up location; and

- x. Name, title, phone number and mailing address of person to be notified in the event of a defective invoice.
- c. All Contractor's service tickets for trash services shall be given as proof of service performed to the COR and the designated Cemetery Staff. The Contractor shall indicate on the ticket their company name, truck number, date and container pickup locations. Both the Contracting Officer's Representative or designated Cemetery Staff and the Contractor's driver shall sign the ticket upon completion of the pickup(s). The Contractor shall leave 1 copy of the ticket with the Contracting Officer's Representative. Another copy shall be submitted with the Contractor's monthly invoice.
- d. The Contractor shall be accountable for the delivery tickets. If a ticket is voided or lost, the Contractor shall furnish the Contracting Officer with the voided ticket or a written explanation for the lost ticket.
- e. The Contracting Officer will work with Contractor, after award, for the most efficient way to bill that will be agreeable to both the Government and to the Contractor. The Government will accept invoices only after services are rendered. Invoices received before the performance of service will be rejected and returned to the Contractor.
- f. All quantities are estimated and not binding to the Government. The Contractor will be paid for actual services approved by the Contracting Officer and successfully performed by the Contractor.

13. Verification of Service

- a. The Contractor shall forward all monthly invoices to the Contracting Officer and designated COR.
- b. Copies of each invoice shall be forwarded to the COR and Cemetery Director.
- c. The COR will be responsible for checking the invoice against contract requirements and verifying service items indicated on the invoice. If service was not delivered or incorrectly invoiced, the COR will document in writing the discrepancies and will forward to the CO. The CO will contact the Contractor and/or return the invoice.
- d. If the CO does not contact the Contractor it will be assumed the invoice is correct and has been approved for payment. The cemetery will retain copies of the approved invoice for their records and for future reference if questions should arise.
- e. Invoices will then be paid by way of electronic funds transfer.

14. Dumpsters

- a. Container/Dumpster Type
The dumpsters shall be dark brown in color for trash. Additionally, the dumpsters must be labeled appropriately for trash with a minimum of 6" letters and shall also have cemetery approved decal of approximately 12 inches square. All trash and recycling dumpsters shall be pre-approved by the COR, washable, without holes, durable workable wheels (if applicable to the container) and with all operable drain plugs.
- b. Delivery of Dumpsters
After the Contractor submits a proposed delivery schedule of dumpsters to the Contracting Officer, the Contractor shall contact the Contracting Officer's Representative (COR) to establish the container delivery schedule. If the COR is not available to be onsite for the delivery, the COR can designate the Cemetery Staff to work with the contractor on the establishment of delivery schedule. The exact location of the placement and the approval of all container styles and types prior to placement of container(s) should be provided to the Contractor by the COR. The Contractor shall notify the COR or the designated inspector of any problems associated with the delivery of dumpsters in order to resolve any logistical problems or misinformation.
- c. Contractor's Responsibility for dumpsters
 - 1. The Contractor shall be responsible for the delivery, maintenance, and removal of dumpsters and equipment, throughout the contract period. All dumpsters shall be kept free from holes, vermin, or foreign matter which might cause personal injury or damage to clothing. The dumpsters must not emit unpleasant odors, as identified by the COR or Cemetery representative. Unpleasant odors shall be immediately corrected by the Contractor at the Contractor's expense. The Contractor

must have approval in writing from the COR prior to any chemical or biological agent application or use on government land/facilities prior to application. Contractor shall provide in advance to the COR an SDS sheet for any such agent prior to approved use. Failure by the Contractor to take action to correct a container(s) defective condition will be grounds for finding the Contractor in default and could cause the termination of this contract.

2. Dumpsters shall be kept in proper repair at all times, cleaned and sanitized in accordance with sanitation codes (Federal or County). Dumpster's exterior painted surfaces, lettering and decals shall be maintained in good condition without fading or missing components or information. Waste water shall be emptied into the Contractor's truck.
3. Dumpsters shall be both picked up and returned/replaced empty on the same day. Also, all dumpsters shall be returned substantially on the landing pad after emptying (for those areas with landing pads).
4. The Contractor shall provide substitute dumpsters within 24 hours of notification of defective container/dumpster, including weekends and holidays, for areas that the CO determines to be critical. The Contractor shall provide a substitute container within 72 hours for areas determined to be non-critical by the CO. All dumpsters shall be approved by the COR before use.
5. The Government will not be held responsible for damage to the Contractor's equipment. All Contractor equipment shall be properly maintained by the Contractor so as to minimize mechanical problems and breakdowns. All vehicles shall have required standard safety equipment, spill kits and current valid state inspection, DOT and/or other endorsements/requirements. The contractor will be responsible for the immediate clean-up, proper disposal and reporting of all hazard waste spills with-in the Cemetery. All spills shall be reported to the COR and the Cemetery Director immediately for action and documentation. Failure to do so may result in criminal or civil action and grounds for finding the Contractor in default and could cause the termination of this contract.
6. Contractor shall remove all dumpsters belonging to the Contractor from the site upon expiration of this contract.

15. Facility Rate Increases for Materials

- a. After award, but before performance, the Contractor shall submit to the Contracting Officer the percentage of each unit price that correlates exclusively to the facilities rate for each unit price given for solid waste or recyclable materials removal stated on this contract schedule. Also, the Contractor shall submit to the Contracting Officer written evidence of the current rates for all of the facilities to be used with the performance of this contract.
- b. If a significant increase in the rate dominated by the disposal facility rises and there are no less expensive substitute facilities available, the Contractor shall submit to the Contracting Officer written evidence of the facility's new rate with a request for a price adjustment in the form of a claim in accordance with FAR 52.233-1, Disputes Clause. The CO will render a determination for the Government based on the claim. If the decision is made to agree with the Contractor, each of the Contractor's unit prices will be evaluated using the Contractor's own percentage of each unit price for solid waste and/or recycling materials and the difference with the new rate minus the old rate. The unit price will increase only in the difference in the change times the Contractor's own percentage rate.

16. Inspection of Services – Fixed Price.

- a. Definitions- "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- b. The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

- c. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- d. If the Government performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- e. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements at no increase in contract amount. When the defects in services cannot be corrected by performing the work again, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- f. If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.
- g. The COR will inspect the Contractor's vehicles, all dumpsters and surrounding areas for the quality of service performed.

17. General Conditions

a. Negotiating Season Pick-Up/Pull Dates.

Where the Cemetery's ability to provide a safe and healthy area will not be impaired, the specific days of the week that the Cemetery has specified for service may not be negotiated after award.

b. Maintaining the Container/Dumpster Sites.

The Contractor shall leave the service loading area in a clean and orderly condition. Contractor shall pick-up debris/trash that is in immediate area (10 feet) of receptacle after each pickup. Lids shall be left in the closed position on all dumpsters, where applicable, after being emptied by the contractor.

c. Receive Telephone Notification.

The Contractor shall receive telephone notification from the COR or designated Cemetery Staff for unscheduled pickup. Upon notification, the Contractor shall make arrangements with the COR and the Cemetery Staff for pickup. The Contractor shall have 24 hours from the time of telephone notifications to provide the requested container/dumpster pull.

d. In Case of Damage.

- a. Contractor shall be responsible for all damage to persons or property that occurs as a result of Contractor's fault or negligence. The Contractor shall take proper safety and health precautions to protect the work-sites, workers, the public and property of the Government and others. Any incidents/accidents involving the operation of the contractor's vehicles or equipment shall be immediately reported to the COR and Cemetery Staff. Failure to do so may result in criminal or civil action and grounds for finding the Contractor in default and could cause the termination of this contract.
- b. Contractor shall be responsible for the repair or replacement of any portion of loading docks, building structure, or landscape features, damaged by the Contractor in the performance of this contract. All substantial damage to docks and or buildings may require NHPA compliance, documentation and repair by historic methods. Damaged areas or materials shall be restored, repaired, or replaced to the original condition, and to the satisfaction of the Contracting Officer, at no expense to the Government. The Government reserves the right to perform work, deemed of historical value, itself for which the contractor will be billed.

e. Access to Government Facilities.

During the life of the contract, the rights of ingress and egress to and from Government facilities for the Contractor will be made available between the hours of 8:00 a.m. and 3:30

p.m. in all areas via the North Service Gate. The Government reserves the right to require Contractor's employees to sign in upon ingress and sign out upon egress to and from Government facilities. For security purposes, keys to government facilities will not be issued to the contractor.

f. Contents

The trash generated are usually found at cemetery grounds, administrative offices, maintenance areas and in households.

- g. Failure by the Contractor to remove the waste within the time specified or to not comply with all other terms of the contract may result in the Contractor's default in performance of this contract.

End of Scope

"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.: 2015-5227 Revision No.: 19 Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Collin, Dallas, Denton, Ellis, Hunt, Kaufman, Rockwall

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		

01011 - Accounting Clerk I	17.91
01012 - Accounting Clerk II	20.09
01013 - Accounting Clerk III	22.48
01020 - Administrative Assistant	30.16
01035 - Court Reporter	24.85
01041 - Customer Service Representative I	14.56***
01042 - Customer Service Representative II	15.89***
01043 - Customer Service Representative III	17.83
01051 - Data Entry Operator I	15.34***
01052 - Data Entry Operator II	16.74
01060 - Dispatcher, Motor Vehicle	21.36
01070 - Document Preparation Clerk	17.59
01090 - Duplicating Machine Operator	17.59
01111 - General Clerk I	14.07***
01112 - General Clerk II	15.35***
01113 - General Clerk III	17.23
01120 - Housing Referral Assistant	22.61
01141 - Messenger Courier	15.72***
01191 - Order Clerk I	16.47
01192 - Order Clerk II	17.96
01261 - Personnel Assistant (Employment) I	18.12
01262 - Personnel Assistant (Employment) II	20.27
01263 - Personnel Assistant (Employment) III	22.60
01270 - Production Control Clerk	24.46
01290 - Rental Clerk	15.30***
01300 - Scheduler, Maintenance	18.13
01311 - Secretary I	18.13
01312 - Secretary II	20.28
01313 - Secretary III	22.61
01320 - Service Order Dispatcher	17.86
01410 - Supply Technician	30.16
01420 - Survey Worker	17.70
01460 - Switchboard Operator/Receptionist	15.15***
01531 - Travel Clerk I	17.18
01532 - Travel Clerk II	18.47
01533 - Travel Clerk III	19.82
01611 - Word Processor I	16.67
01612 - Word Processor II	18.71
01613 - Word Processor III	20.92
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.76
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	20.93
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	22.88
05160 - Motor Equipment Metal Worker	20.93
05190 - Motor Vehicle Mechanic	22.99
05220 - Motor Vehicle Mechanic Helper	17.27

05250 - Motor Vehicle Upholstery Worker	19.82
05280 - Motor Vehicle Wrecker	20.93
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	20.93
05370 - Tire Repairer	14.44***
05400 - Transmission Repair Specialist	22.88
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.99***
07041 - Cook I	13.94***
07042 - Cook II	16.01***
07070 - Dishwasher	11.57***
07130 - Food Service Worker	12.89***
07210 - Meat Cutter	13.60***
07260 - Waiter/Waitress	10.19***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.86
09040 - Furniture Handler	10.61***
09080 - Furniture Refinisher	16.85
09090 - Furniture Refinisher Helper	13.04***
09110 - Furniture Repairer, Minor	15.16***
09130 - Upholsterer	16.57
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.95***
11060 - Elevator Operator	13.31***
11090 - Gardener	22.18
11122 - Housekeeping Aide	13.49***
11150 - Janitor	13.49***
11210 - Laborer, Grounds Maintenance	16.51
11240 - Maid or Houseman	12.68***
11260 - Pruner	14.59***
11270 - Tractor Operator	20.29
11330 - Trail Maintenance Worker	16.51
11360 - Window Cleaner	15.26***
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	22.11
12012 - Certified Occupational Therapist Assistant	37.42
12015 - Certified Physical Therapist Assistant	36.98
12020 - Dental Assistant	20.87
12025 - Dental Hygienist	40.23
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	19.76
12072 - Licensed Practical Nurse II	22.11
12073 - Licensed Practical Nurse III	24.65
12100 - Medical Assistant	17.79
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	20.05

12190 - Medical Record Technician	22.43
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	43.82
12221 - Nursing Assistant I	12.89***
12222 - Nursing Assistant II	14.48***
12223 - Nursing Assistant III	15.80***
12224 - Nursing Assistant IV	17.75
12235 - Optical Dispenser	19.50
12236 - Optical Technician	16.72
12250 - Pharmacy Technician	17.84
12280 - Phlebotomist	17.79
12305 - Radiologic Technologist	30.27
12311 - Registered Nurse I	25.82
12312 - Registered Nurse II	31.58
12313 - Registered Nurse II, Specialist	31.58
12314 - Registered Nurse III	38.19
12315 - Registered Nurse III, Anesthetist	38.19
12316 - Registered Nurse IV	45.78
12317 - Scheduler (Drug and Alcohol Testing)	27.40
12320 - Substance Abuse Treatment Counselor	23.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.65
13012 - Exhibits Specialist II	25.58
13013 - Exhibits Specialist III	31.28
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	31.56
13050 - Library Aide/Clerk	14.33***
13054 - Library Information Technology Systems Administrator	27.42
13058 - Library Technician	17.58
13061 - Media Specialist I	19.78
13062 - Media Specialist II	22.13
13063 - Media Specialist III	24.67
13071 - Photographer I	19.31
13072 - Photographer II	21.60
13073 - Photographer III	26.75
13074 - Photographer IV	32.73
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	17.84
13110 - Video Teleconference Technician	22.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	22.19
14042 - Computer Operator II	24.81
14043 - Computer Operator III	27.68
14044 - Computer Operator IV	32.84
14045 - Computer Operator V	36.34
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		22.19
14160 - Personal Computer Support Technician		32.84
14170 - System Support Specialist		42.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.04
15020 - Aircrew Training Devices Instructor (Rated)		41.90
15030 - Air Crew Training Devices Instructor (Pilot)		48.41
15050 - Computer Based Training Specialist / Instructor		35.04
15060 - Educational Technologist		36.68
15070 - Flight Instructor (Pilot)		48.41
15080 - Graphic Artist		25.79
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.41
15086 - Maintenance Test Pilot, Rotary Wing		48.41
15088 - Non-Maintenance Test/Co-Pilot		48.41
15090 - Technical Instructor		27.43
15095 - Technical Instructor/Course Developer		33.55
15110 - Test Proctor		22.14
15120 - Tutor		22.14
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.05***
16030 - Counter Attendant		11.05***
16040 - Dry Cleaner		14.20***
16070 - Finisher, Flatwork, Machine		11.05***
16090 - Presser, Hand		11.05***
16110 - Presser, Machine, Drycleaning		11.05***
16130 - Presser, Machine, Shirts		11.05***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.05***
16190 - Sewing Machine Operator		15.05***
16220 - Tailor		16.19***
16250 - Washer, Machine		12.15***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.10
19040 - Tool And Die Maker		25.34
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.03
21030 - Material Coordinator		24.46
21040 - Material Expediter		24.46
21050 - Material Handling Laborer		14.93***
21071 - Order Filler		16.03***
21080 - Production Line Worker (Food Processing)		18.03
21110 - Shipping Packer		17.59
21130 - Shipping/Receiving Clerk		17.59
21140 - Store Worker I		13.03***

21150 - Stock Clerk	18.88
21210 - Tools And Parts Attendant	18.03
21410 - Warehouse Specialist	18.03
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	39.23
23019 - Aircraft Logs and Records Technician	31.86
23021 - Aircraft Mechanic I	37.41
23022 - Aircraft Mechanic II	39.23
23023 - Aircraft Mechanic III	41.04
23040 - Aircraft Mechanic Helper	26.84
23050 - Aircraft, Painter	35.52
23060 - Aircraft Servicer	31.86
23070 - Aircraft Survival Flight Equipment Technician	35.52
23080 - Aircraft Worker	33.70
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	33.70
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	37.41
23110 - Appliance Mechanic	21.51
23120 - Bicycle Repairer	20.03
23125 - Cable Splicer	30.31
23130 - Carpenter, Maintenance	21.31
23140 - Carpet Layer	19.04
23160 - Electrician, Maintenance	23.75
23181 - Electronics Technician Maintenance I	26.71
23182 - Electronics Technician Maintenance II	28.15
23183 - Electronics Technician Maintenance III	29.65
23260 - Fabric Worker	26.87
23290 - Fire Alarm System Mechanic	23.76
23310 - Fire Extinguisher Repairer	20.03
23311 - Fuel Distribution System Mechanic	22.56
23312 - Fuel Distribution System Operator	17.69
23370 - General Maintenance Worker	19.91
23380 - Ground Support Equipment Mechanic	37.41
23381 - Ground Support Equipment Servicer	31.86
23382 - Ground Support Equipment Worker	33.70
23391 - Gunsmith I	20.03
23392 - Gunsmith II	23.01
23393 - Gunsmith III	25.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.53
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.67
23430 - Heavy Equipment Mechanic	28.14
23440 - Heavy Equipment Operator	22.58
23460 - Instrument Mechanic	27.95
23465 - Laboratory/Shelter Mechanic	24.25
23470 - Laborer	14.93***
23510 - Locksmith	23.89

23530 - Machinery Maintenance Mechanic	25.75
23550 - Machinist, Maintenance	22.70
23580 - Maintenance Trades Helper	16.50
23591 - Metrology Technician I	27.95
23592 - Metrology Technician II	29.30
23593 - Metrology Technician III	30.67
23640 - Millwright	27.21
23710 - Office Appliance Repairer	19.70
23760 - Painter, Maintenance	18.11
23790 - Pipefitter, Maintenance	26.55
23810 - Plumber, Maintenance	25.20
23820 - Pneudraulic Systems Mechanic	25.54
23850 - Rigger	26.09
23870 - Scale Mechanic	23.01
23890 - Sheet-Metal Worker, Maintenance	23.02
23910 - Small Engine Mechanic	20.45
23931 - Telecommunications Mechanic I	29.53
23932 - Telecommunications Mechanic II	30.96
23950 - Telephone Lineman	25.89
23960 - Welder, Combination, Maintenance	22.42
23965 - Well Driller	22.66
23970 - Woodcraft Worker	25.54
23980 - Woodworker	20.03
24000 - Personal Needs Occupations	
24550 - Case Manager	18.31
24570 - Child Care Attendant	11.76***
24580 - Child Care Center Clerk	14.66***
24610 - Chore Aide	11.04***
24620 - Family Readiness And Support Services Coordinator	18.31
24630 - Homemaker	18.31
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.73
25040 - Sewage Plant Operator	22.35
25070 - Stationary Engineer	27.73
25190 - Ventilation Equipment Tender	19.37
25210 - Water Treatment Plant Operator	22.35
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.33
27007 - Baggage Inspector	14.34***
27008 - Corrections Officer	24.04
27010 - Court Security Officer	26.82
27030 - Detection Dog Handler	16.92
27040 - Detention Officer	24.04
27070 - Firefighter	29.61
27101 - Guard I	14.34***
27102 - Guard II	16.92
27131 - Police Officer I	33.25
27132 - Police Officer II	36.96

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.13***
28042 - Carnival Equipment Repairer	16.53
28043 - Carnival Worker	10.88***
28210 - Gate Attendant/Gate Tender	15.60***
28310 - Lifeguard	11.19***
28350 - Park Attendant (Aide)	17.45
28510 - Recreation Aide/Health Facility Attendant	12.73***
28515 - Recreation Specialist	21.27
28630 - Sports Official	13.89***
28690 - Swimming Pool Operator	21.99
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.04
29020 - Hatch Tender	29.04
29030 - Line Handler	29.04
29041 - Stevedore I	27.45
29042 - Stevedore II	30.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	44.62
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	30.78
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	33.88
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	24.42
30051 - Cryogenic Technician I	29.26
30052 - Cryogenic Technician II	32.32
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	17.56
30082 - Engineering Technician II	19.70
30083 - Engineering Technician III	22.03
30084 - Engineering Technician IV	27.30
30085 - Engineering Technician V	33.40
30086 - Engineering Technician VI	40.41
30090 - Environmental Technician	25.52
30095 - Evidence Control Specialist	26.42
30210 - Laboratory Technician	25.44
30221 - Latent Fingerprint Technician I	26.76
30222 - Latent Fingerprint Technician II	29.57
30240 - Mathematical Technician	33.58
30361 - Paralegal/Legal Assistant I	19.49
30362 - Paralegal/Legal Assistant II	24.15
30363 - Paralegal/Legal Assistant III	29.54
30364 - Paralegal/Legal Assistant IV	35.74
30375 - Petroleum Supply Specialist	32.32

30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	32.32
30461 - Technical Writer I	25.69
30462 - Technical Writer II	31.42
30463 - Technical Writer III	38.01
30491 - Unexploded Ordnance (UXO) Technician I	28.36
30492 - Unexploded Ordnance (UXO) Technician II	34.32
30493 - Unexploded Ordnance (UXO) Technician III	41.13
30494 - Unexploded (UXO) Safety Escort	28.36
30495 - Unexploded (UXO) Sweep Personnel	28.36
30501 - Weather Forecaster I	29.26
30502 - Weather Forecaster II	35.59
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.32
31020 - Bus Aide	14.95***
31030 - Bus Driver	21.81
31043 - Driver Courier	17.15
31260 - Parking and Lot Attendant	10.91***
31290 - Shuttle Bus Driver	18.53
31310 - Taxi Driver	13.24***
31361 - Truckdriver, Light	18.75
31362 - Truckdriver, Medium	20.37
31363 - Truckdriver, Heavy	23.34
31364 - Truckdriver, Tractor-Trailer	23.34
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.73
99030 - Cashier	11.33***
99050 - Desk Clerk	12.89***
99095 - Embalmer	24.05
99130 - Flight Follower	28.36
99251 - Laboratory Animal Caretaker I	13.62***
99252 - Laboratory Animal Caretaker II	14.89***
99260 - Marketing Analyst	37.40
99310 - Mortician	26.46
99410 - Pest Controller	23.68
99510 - Photofinishing Worker	14.89***
99710 - Recycling Laborer	20.02
99711 - Recycling Specialist	24.59
99730 - Refuse Collector	17.69
99810 - Sales Clerk	13.65***
99820 - School Crossing Guard	12.69***
99830 - Survey Party Chief	29.37
99831 - Surveying Aide	17.60
99832 - Surveying Technician	22.55
99840 - Vending Machine Attendant	17.05
99841 - Vending Machine Repairer	20.93

99842 - Vending Machine Repairer Helper

17.01

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 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))."

