SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.	PAGE 1 OF
653-26-3-104-0033	46

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C26026Q0758	06-18-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Christine Thomas	360-816-2793	06-26-2026 5:00 PM PDT

9. ISSUED BY CODE 36C260

Network Contracting Office 20
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [X] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 541350

SIZE STANDARD: $11.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

Net 30 days.

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A

14. METHOD OF SOLICITATION

- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE 36C653

Department of Veterans Affairs
Roseburg VA Medical Center
913 NW Garden Valley Blvd.

Roseburg OR 97471-6523

16. ADMINISTERED BY CODE 36C260

Network Contracting Office 20
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE _____

Dept of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO BOX 149971
Austin TX 78714-9971

PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a requirement for medical gas systems inspection services, annual certification and maintenance/repair at the Roseburg VA Medical Center in Roseburg, OR, done IAW the Statement of Work provided in this solicitation. This a a 100% Small Business set-aside IAW FAR 19.104-1. Offerors MUST be registered and certified as a SB in the SBA database at time of offer/award to be considered eligible. Estimated Period of Performance: 7/3/2026 -7/2/2027 ***IMPORTANT*** Offerors must submit all required documentation in section E, as well as signing this page, block 30a. Not doing so will render the offer non-compliant and ineligible for this solicitation. VA Contracting POC is Christine Thomas, christine.thomas1@va.gov. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

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

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

- [ ] 29. AWARD OF CONTRACT: 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 CONTRACTING OFFICER (TYPE OR PRINT) / 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Officer 36C260
Network Contracting Office 20
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or
[ ] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly [ ]

b. Semi-Annually [ ]

c. Other [X] Upon completion and acceptance.

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

https://www.tungstenautomation.com/products/einvoice-network

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Annual Medical Gas System Inspection and Maintenance/Repair Service at the Roseburg VA Medical Center, IAW the SOW. Period of Performance: 7/3/2026 - 7/2/2027	1.00	JB	_____	_____
0002	Repair Parts Kit for Maintenance/Repair Service, IAW the SOW.	1.00	JB	_____	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
ALL	SHIP TO:	Department of Veterans Affairs Roseburg VA Medical Center 913 NW Garden Valley Blvd. Roseburg, OR 97471 6523 USA	ALL	7/3/2026 - 7/2/2027
	MARK FOR:	Wayne Adams 541-440-1000 Ext. 44741 wayne.adams1@va.gov		
	FOB:	DESTINATION		

B.4 STATEMENT OF WORK

MEDICAL GAS DELIVERY SYSTEM ANNUAL INSPECTION, TESTING & MAINTENANCE

1. DESCRIPTION OF TASKS:

The contractor shall provide all labor, tools, equipment, materials, parts, transportation, supervision necessary and any equipment necessary to perform all required inspection, testing, maintenance, repairs and emergency services on the medical gas delivery system and equipment. The contractor shall provide documentation certifying compliance with current National Fire Protection Association (NFPA) -99 (Health Care Facilities Code latest edition), Compressed Gas Association (CGA), The Joint Commission Organization (TJC) - latest edition or other applicable current recommendations. In the event such systems and equipment do not meet requirements of the previous reference documents or other applicable documents, contractor shall issue certifying documentation subject to listed recommendations (provide a summary sheet detailing discrepancies and recommendations to resolve discrepancies) to bring system and equipment into compliance with standards. Medical Gas Delivery System and Equipment at the Roseburg Oregon VA Medical Center (RVAMC)

2. SITE VISIT:

Bidders are encouraged to visit the site to confirm equipment, locations, dimensions, and conditions relative to testing the Medical Gas Delivery System. Please, contact below listed POCs for confirmation of a date and time. All bidders shall report to the Engineering Services building. The site visit shall be for the purpose of observing firsthand any conditions relevant to the fulfillment of this contract. No consideration will be given to claims based on a lack of knowledge of the existing conditions, except where contract documents make definite provisions for adjustment in cost or extension due to existing conditions not readily foreseeable. Site addresses:

913 NW Garden Valley Blvd.
Roseburg, Oregon 97471

Engineering Services – Building #10

POC: Wayne Adams, 541-440-1000 Ext. 41213
Alternate POC: Garrett Drury, 541-440-1000 Ext. 40243

3. ANNUAL INSPECTION DETAILED SCOPE OF WORK:

1) Prior to any worker for the contractor performing work, the contractor shall prepare a safety plan and ensures workers understand and comply with the safety measures while working on RVAMC medical gas delivery system and equipment.

2) Medical gas testing and maintenance shall include testing medical gas outlets in the total hospital for pressure, flow, latching, de-latching leakage and proper labeling. Test and evaluate set points to all master area and local alarms. Testing for leakage at zone valves.

3) Contractor shall test the following systems: Oxygen, Medical Air, Nitrous Oxide, Vacuum and Nitrogen. The contractor will perform operating inspection(s) to machines (i.e., medical air compressors, medical vacuum pumps, alarm panels, master alarm panels, zone valves, source

valves, riser valves, area alarms, outlets, inlets, and manifold systems) ensuring that vacuum generating equipment, medical air compressors, medical gas distribution lines, vacuum distribution lines, and gas manifold systems are functioning, available, and ready to deploy services as needed to designated patient rooms and care areas.

4) Testing shall include total evaluation of the following:

- Cross Connect & High Purity Pipeline Analysis
- Flow Rate and Outlet Pressure
- Purge for Particulate/ High Purity Analysis
- Outlet Integrity
- Dew Point Analysis
- Zone Shut-Off Valves
- Vacuum Pumps
- Medical Air Compressors and Dryer Systems
- Medical Gas Alarms (Area, Master, & Slave)
- Medical Gas Manifolds
- CO & Dew Point Monitor(s)

5) Contractor shall provide complete manual of certification on every medical gas outlet, listing room number, flow-if below standards, number of outlets per room, cross connection test, coarse and fine filters, and make any repairs needed to the locks and O-rings while at the outlet. This keeps patient disturbance to a minimum and hospital engineering staff from having to make repairs.

6) Contractor shall preform particulate testing at selected end points and filter samples shall be bagged, tagged, and turned over to the hospital representative/COR.

7) Medical Gas Master Alarms (Area, Master, & Slave) shall be tested for all audible and visual signals, high alarm set points, low alarm set points, correct labeling, leaks and correct operating pressures. All alarm signals shall be verified for code compliance.

8) Medical Gas Zone shut-off valves shall be tested for leaks, gauge pressure, and proper labeling. All zone valves written reports shall reflect locations, area served, labeling, and specific gas for each valve tested.

9) Medical Vacuum and Air & Dryer system(s) shall be tested for proper operation of the electrical components, motor operations, pump performance, dryers' performance, monitors, regulators, suction, pressure delivery, automatic and/or manual alternation, proper voltage and amperage draw. All alarm signals shall be verified for code compliance.

10) Annual Inspection shall include inspection and testing of Oxygen storage tank(s). Contractor shall calibrate and test all alarms and provide written results on storage tank test and inspection to COR or his representative.

- Medical Gas Manifolds shall be tested for proper alarm signals, functions bank switch-over capability, and alternating sequence, correct gauge indication, leaks, and relief valve operation and labeling.
- All reserve system signals on manifolds shall be tested for code compliance. Manifolds shall be tested for automatic switch over; leaks and regulators will be tested for correct set points.
- All alarm signals will be tested and verified, and all manifolds tested for code compliance.

11) Contractor shall be responsible for ensuring that existing oxygen connection port on the exterior of the VA Medical Center building is maintained, inspected, and function tested at the respective manufacturer's recommended intervals for the system equipment. This emergency port is only used if the primary and reserve liquid oxygen bulk tanks are disabled due to a catastrophe, and the connection port is the VA Medical Center's last lifeline for patient oxygen supply before resulting in an indefinite stoppage of mission critical functions as per VHA Directives.

12) Contractor shall make any necessary repairs if they can be accomplished during the allotted time without additional labor charges. Parts and any additional repairs or service must be approved by the COR. before repair/service is accomplished by the vendor.

13) The testing results shall be issued as a code compliance work sheet prior to leaving the site with a formal report to follow. A detailed formal report shall be delivered to the Roseburg Veterans Medical Center (RVAMC) within fifteen (15) calendar days of completion of testing.

• All reports shall be clear and legible and reflect how the measurements were made, where they were made (locations) and compared with specified standards for each test.
• The report shall indicate gas outlet were tested for gas type of expected gas and detected gas, oxygen concentration, static pressure, pressure during flow and pressure drop; vacuum inlets were tested for pressure during flow and maximum flow; report shall show date of test for each outlet tested with locations noted on written report.
• Test results shall be in an easy-to-read format that is recognized by the Joint Commission (TJC).
• The contractor shall provide the Contracting Officer Representative (COR) with both a hardcopy and an electronic copy of all reports.
• Contractor will provide updated inventory list upon completion of work.

4. ANNUAL & SEMI-ANNUAL MEDICAL AIR AND VACUUM MAINTENANCE:

1) Contractor shall perform all necessary annual and semi-annual maintenance on Medical Vacuum and Medical Air System and associated equipment for proper operation, included but not limited to:

• Check and test all electrical components.
• Motors and pumps shall be tested for proper operations.
• All filters and strainers shall be changed/cleaned.
• All sight glasses will be checked and cleaned as needed.
• All inlet and discharge check valves will be inspected and/or checked for proper operation.
• All pressure/vacuum relief valves will be inspected.
• Couplings will be inspected for wear on applicable pumps.
• All electrical devices such as solenoid valves, flow switches, uploaders, temperature switches, pressure/vacuum switches, and alarms will be checked for proper operation.
• The control panel components shall be inspected which includes but is not limited to motor starters/disconnects, heaters/overloads, control transformers, control relays, timers, alternators, fuses, wiring condition, hand/off/auto switches, alarm functions, hour meters, and panel lamps.
• All associated equipment/components such as dryers, pressure regulators, heat exchangers.
• Flow control devices and dew point & CO monitors shall be checked for proper operation.
• All separators/water trap silencers will be inspected for proper operation.
• All pump and motors shall be inspected, greased/oil change.
• All alarms will be tested and verified for proper operation and code compliance.

2) The contractor shall post a service log for each Compressor and/or Vacuum Pump in the respective equipment room. The Contractor shall update logs as service, preventative maintenance, and emergency repairs are performed.

3) Contractor shall perform all service and preventative maintenance as required or recommended by the applicable operation, maintenance and service manuals and guides. The contractor shall perform the work at the frequency recommended by each manufacturer's manual(s) and/or commercial practices.

4) Contractor shall perform all work as required or recommended by the manufacturer. All work shall meet or exceed manufacturer recommendation. Contractor shall adhere to all applicable Federal, State, and Local safety and building code regulations.

5. CONTRACTOR QUALIFICATIONS:

1) In accordance with VHA Directive 7515(1), the contractor shall be certified in American Society of Sanitary Engineering (ASSE) 6010 for system installations, ASSE 6020 for system inspections, ASSE 6030 for systems verifier, and ASSE 6040 systems maintenance whichever is applicable to the work contracted to perform.
2) Contractor shall be licensed and certified to provide the testing and inspection services specified in this contract.

3) Contractor shall provide service tickets, at the time services are rendered, for all services performed. Service tickets shall be signed by the COR in order to confirm services were rendered.

4) Contractor shall hold a current and valid ASSE Medical Gas Verifier 6030 certification, ensuring all qualifications meet the requirements as stated in the latest version of NFPA 99.

• Any personnel representing the contractor and performing the actual inspections shall also be qualified to at least the ASSE Medical Gas Verifier 6030 certification level.
• The Contractor shall provide copies of the certifications upon acceptance of any contract award, or no work shall be performed, nor accepted, until proof of licensing is verified.

5) Contractor shall use testing equipment that is calibrated and adheres to the standards and criteria set forth by the National Institute of Standards and Technology (NIST), as recommended by the ISO-9001 requirements. As proof of current calibration, the Contractor shall provide a Traceable Calibration Certificate to the COR or their designee, presented upon initial contract issuance and each time certificates are updated. Evidence of all required licenses, as well as documentation of the qualifications of personnel, shall be provided to the CO and COR prior to award of the contract.

6) The contractor's personnel, while on VA property, shall adhere to all requirements and regulations that govern the VA Medical Center and its property. Among all other requirements, the VA Medical Center and its property is now entirely smoke-free. No weapons are permitted on the premises. Medical masking in all required areas.

6. GENERAL REQUIREMENTS:

1) Work areas limited to patient care areas, Urgent Care, Surgical Suite (Operating Room) and other life support patient areas may require delays to the contractor. Contractor shall schedule around required delays by the hospital staff and may have to repeat attempts to complete testing in these areas. These delays shall be coordinated with COR.

2) All work shall be in accordance with National Fire Protection Association (NFPA), Compress Gas Association (CGA), Occupational Safety and Health Administration (OSHA), VA standards, and other related codes.

3) All work shall be completed within the calendar year and month specified in the Cost/Price Schedule.

4) All work shall be coordinated with the COR in advance.

5) All shutdowns shall be coordinated with COR. Shutdown might occur at hours outside of traditional 1st shift, on Holidays, or on weekends. Include such implications in quote.

6) Workmen are subject to all the rules of the Roseburg VA Medical Center.

7) Contractor tools and equipment shall be continuously under direct line of sight supervision of the contractor. No tools or equipment can be left at the individual work sites overnight – must put away each day.

8) Contractor shall clean-up work sites DAILY. NO debris can be left at work sites.

9) Contractor performing medical gas testing shall provide all necessary certifications, and other related documentation before the start of testing to COR.

7. HOURS OF OPERATION:

1) Contractor shall perform work Monday through Friday between the hours of 7:30 AM - 4:00 PM PT, excluding Federal holidays, and any other day specifically declared by the President of the United States. For working outside the hours as defined in this contract, the vendor shall give 3-day notice to the Contracting Officer Representative (COR) so that arrangements can be provided for the employees. This notice is separate from any notices required for utility shutdown described later in this section. All work to be coordinated around an operational medical center as to minimize impact to patient care.

Federal Holidays and National Holidays observed by the VA Hospital are:

New Years' Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

8. WARRANTY:

1) Contractor shall provide warranty on the integrity of parts and equipment installed supporting the Medical Gas Delivery System RVAMC. The warranty period shall be for one (1) year after completion of work.

9. ESTIMATED PERIOD OF PREFORMANCE:

July 3, 2026 – July 2, 2027

10. MEDICAL GAS SYSTEM EQUIPMENT LIST: (approximate total)

VA Medical Center - Roseburg Bldgs. 1, 7, 65, 81, 87, 88.

Medical Gas Sources:

- Oxygen: 2 Bulk Sites
- Medical Air:4 Compressor Sets (2)
- Vacuum: 3 Compressor Sets
- Nitrous Oxide: 1 Manifold
- Nitrogen: 1 Manifold

101- Medical Air Outlets

122- Medical Oxygen Outlets

142- Medical Vacuum Outlet

0- N2 Outlets

0- N2O Outlets

14- Zone Valves

17- Areal Alarm Panels

3- Mater Alarm Panels

1- Emergency Medical Gas External Service connections

- Medical Air
- Duplex Compressor(s) – BeaconMedaes
- Duplex Dryer(s) – BeaconMedaes
- Dew Point Monitor – BeaconMedaes
- CO Monitor – BeaconMedaes
- Medical Vacuum
- Duplex Pump(s) BeaconMedaes)
- Dental, Building 87
- Air:- 2 Ramvac Osprey systems
- Vacuum systems:-2 Ramvac Bison systems
- Evacuation/Waste Anesthetic Gas Disposal systems: 3

MEDICAL GAS GENERAL INFORMATION:

The Medical Gas Annual inspection includes ASSE Series 6000 and NFPA 99 latest edition Preventative Maintenance Guidelines. The following items are included in our inspection scope of work:

Testing of master alarm panels. NFPA 99 – 5.1.14.4.8

Function test of all signals from source and bulk systems to master alarm panels. Simulate failures at all source field switches. Includes determination of trip setting accuracy and correct bulk/source system labeling.

Testing of area alarm panels. NFPA 99 – 5.1.14.4.8

Tests all audible and visual alarm signals for continuity, determine accuracy of trip settings and readouts.

Includes determination of proper area served signage. Pressure transducers/pressure switches will be function tested to determine proper operation of hi/lo pressure signals, proper communication with area panel, and determination of hi/lo trip setting on alarm display.

Zone valves. ASSE – 3.5 & 3.6, NFPA 99 – 5.1.14.2.3.1 (8)

Verify proper area served labeling, test for external leakage and validate accuracy of pressure gauge.

Particulate samples are taken in each zone to test for contamination.

Liquid bulk systems. NFPA 99 – 5.1.14.2.3.1 (6), ASSE 3.5

Test operation of the reserve and reserve in use signaling devices, check proper function of level activating switch. Inspect all cryogenic tanks for security, leaks, control configuration and labeling.

Gas source systems. NFPA 99 – 5.1.14.2.3.1 (5), ASSE 3.5

Leak test all manifold components including valves, pigtails and regulators. Test for proper reserve in use pressure switch activation. Test for proper operation of the changeover for secondary supply.

Medical air system. NFPA 99 – 5.1.14.2.3.1 (1), ASSE 3.3, 3.3 and 3.5

Verify compressor operating within manufacturer specifications. Check for documented maintenance plan in place. Function test of automatic alternating controls. Test audible and visual alarms.

Test pressure across filters. Calibrate dew point monitor and verify proper operation.

Vacuum system. NFPA 99 – 5.1.14.2.2.4

Verify maintenance conducted according to manufacturer’s specifications. Function test automatic alternating controls. Test pressure/vacuum switch for proper operation. Validate frequency of pump starts and duration of runs. Measure cut-in and cut-out pressure/vacuum.

Manufactured assemblies. NFPA 99 – 5.1.14.2.3.2 (A)

Verify that each joint and DISS fitting is examined for leakage and that the flexible assemblies are in a safe working condition.

Vacuum inlets and pressure gas outlets. NFPA 99 – 5.1.14.2.3.1 (11)

Test flow of all vacuum inlets. Check pressure and flow of all outlets in critical care areas: Urgent Care, special care units, procedure labs, Clinical Laboratory, operating rooms, and recovery rooms.

Surgical suite testing is performed after-hours. Critical care unit testing includes coordination with respiratory services

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)

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

(4) Solicitation provisions if this is a solicitation.

(5) Other paragraphs of this clause.

(6) The Standard Form 1449.

(7) Other documents, exhibits, and attachments

(8) 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)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION) ALTERNATE I (NOV 2025)	NOV 2025
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
852.203-70	COMMERCIAL ADVERTISING	MAY 2018

852.242-71 ADMINISTRATIVE CONTRACTING OFFICER OCT 2020

(End of Addendum to 52.212-4)

C.3 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 14 days.

(End of Clause)

C.4 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.5 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at *https://www.sam.gov* (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract*. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures*. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers*. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract*.

(1) *Certain telecommunications and video surveillance equipment, systems, or services*.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) *Office of Foreign Assets Control Restrictions*.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at *https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists*.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at *https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information*.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at *https://www.trade.gov/consolidated-screening-list*, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition*. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions*.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's

Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase “FASCSA order” in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f)*Reasonable inquiry*. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity’s possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report*.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment

manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Provision)

C.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in

paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 Wage Determination 2015-5579 Rev 28 5/13/2026: Coos, Curry, and Douglas County Oregon

"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.: 2015-5579
Revision No.: 28
Date Of Last Revision: 5/13/2026

State: Oregon

Area: Oregon Counties of Coos, Curry and Douglas

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.88
01012 - Accounting Clerk II		20.07
01013 - Accounting Clerk III		22.45
01020 - Administrative Assistant		30.75
01035 - Court Reporter		20.49
01041 - Customer Service Representative I		15.98
01042 - Customer Service Representative II		17.44
01043 - Customer Service Representative III		19.57
01051 - Data Entry Operator I		17.40
01052 - Data Entry Operator II		18.99
01060 - Dispatcher, Motor Vehicle		22.66
01070 - Document Preparation Clerk		16.31
01090 - Duplicating Machine Operator		16.31
01111 - General Clerk I		18.22
01112 - General Clerk II		19.87
01113 - General Clerk III		22.31
01120 - Housing Referral Assistant		22.85
01141 - Messenger Courier		16.09
01191 - Order Clerk I		16.95
01192 - Order Clerk II		18.50
01261 - Personnel Assistant (Employment) I		18.70
01262 - Personnel Assistant (Employment) II		20.92
01263 - Personnel Assistant (Employment) III		23.31
01270 - Production Control Clerk		24.28
01290 - Rental Clerk		19.39
01300 - Scheduler, Maintenance		18.31
01311 - Secretary I		18.31
01312 - Secretary II		20.49

01313 - Secretary III	22.85
01320 - Service Order Dispatcher	20.25
01410 - Supply Technician	30.75
01420 - Survey Worker	23.21
01460 - Switchboard Operator/Receptionist	17.91
01531 - Travel Clerk I	18.02
01532 - Travel Clerk II	19.87
01533 - Travel Clerk III	21.74
01611 - Word Processor I	16.31
01612 - Word Processor II	18.31
01613 - Word Processor III	20.49
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	23.79
05010 - Automotive Electrician	22.10
05040 - Automotive Glass Installer	20.90
05070 - Automotive Worker	20.90
05110 - Mobile Equipment Servicer	18.40
05130 - Motor Equipment Metal Mechanic	23.33
05160 - Motor Equipment Metal Worker	20.90
05190 - Motor Vehicle Mechanic	23.33
05220 - Motor Vehicle Mechanic Helper	17.18
05250 - Motor Vehicle Upholstery Worker	19.64
05280 - Motor Vehicle Wrecker	20.90
05310 - Painter, Automotive	22.10
05340 - Radiator Repair Specialist	20.90
05370 - Tire Repairer	19.94
05400 - Transmission Repair Specialist	23.33
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.57
07041 - Cook I	18.01
07042 - Cook II	20.45
07070 - Dishwasher	16.03
07130 - Food Service Worker	15.94
07210 - Meat Cutter	20.60
07260 - Waiter/Waitress	14.42
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	24.07
09040 - Furniture Handler	15.91
09080 - Furniture Refinisher	24.07
09090 - Furniture Refinisher Helper	18.69
09110 - Furniture Repairer, Minor	21.36
09130 - Upholsterer	24.07
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.65
11060 - Elevator Operator	17.32
11090 - Gardener	23.70
11122 - Housekeeping Aide	17.32
11150 - Janitor	17.32
11210 - Laborer, Grounds Maintenance	18.83
11240 - Maid or Houseman	16.76
11260 - Pruner	17.20
11270 - Tractor Operator	22.12
11330 - Trail Maintenance Worker	18.83
11360 - Window Cleaner	18.96
12000 - Health Occupations	
12010 - Ambulance Driver	20.33
12011 - Breath Alcohol Technician	30.98
12012 - Certified Occupational Therapist Assistant	42.52
12015 - Certified Physical Therapist Assistant	37.85
12020 - Dental Assistant	24.38
12025 - Dental Hygienist	49.67
12030 - EKG Technician	46.96

12035 - Electroneurodiagnostic Technologist		46.96
12040 - Emergency Medical Technician		20.33
12071 - Licensed Practical Nurse I		27.70
12072 - Licensed Practical Nurse II		30.98
12073 - Licensed Practical Nurse III		34.55
12100 - Medical Assistant		22.68
12130 - Medical Laboratory Technician		33.02
12160 - Medical Record Clerk		21.55
12190 - Medical Record Technician		24.10
12195 - Medical Transcriptionist		27.70
12210 - Nuclear Medicine Technologist		68.09
12221 - Nursing Assistant I		16.44
12222 - Nursing Assistant II		18.50
12223 - Nursing Assistant III		20.19
12224 - Nursing Assistant IV		22.66
12235 - Optical Dispenser		21.48
12236 - Optical Technician		27.70
12250 - Pharmacy Technician		23.93
12280 - Phlebotomist		22.14
12305 - Radiologic Technologist		47.71
12311 - Registered Nurse I		28.94
12312 - Registered Nurse II		35.40
12313 - Registered Nurse II, Specialist		35.40
12314 - Registered Nurse III		42.83
12315 - Registered Nurse III, Anesthetist		42.83
12316 - Registered Nurse IV		51.35
12317 - Scheduler (Drug and Alcohol Testing)		38.39
12320 - Substance Abuse Treatment Counselor		31.22
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.78
13012 - Exhibits Specialist II		24.50
13013 - Exhibits Specialist III		29.97
13041 - Illustrator I		19.78
13042 - Illustrator II		24.50
13043 - Illustrator III		29.97
13047 - Librarian		27.14
13050 - Library Aide/Clerk		16.87
13054 - Library Information Technology Systems Administrator		24.50
13058 - Library Technician		20.45
13061 - Media Specialist I		17.69
13062 - Media Specialist II		19.78
13063 - Media Specialist III		22.05
13071 - Photographer I		17.69
13072 - Photographer II		19.78
13073 - Photographer III		24.50
13074 - Photographer IV		29.97
13075 - Photographer V		36.26
13090 - Technical Order Library Clerk		21.09
13110 - Video Teleconference Technician		17.69
14000 - Information Technology Occupations		
14041 - Computer Operator I		19.52
14042 - Computer Operator II		21.83
14043 - Computer Operator III		24.33
14044 - Computer Operator IV		27.04
14045 - Computer Operator V		29.95
14071 - Computer Programmer I	(see 1)	20.22
14072 - Computer Programmer II	(see 1)	25.04
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		19.52
14160 - Personal Computer Support Technician		27.40

14170 - System Support Specialist	30.34
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.27
15020 - Aircrew Training Devices Instructor (Rated)	41.46
15030 - Air Crew Training Devices Instructor (Pilot)	49.71
15050 - Computer Based Training Specialist / Instructor	34.27
15060 - Educational Technologist	35.52
15070 - Flight Instructor (Pilot)	49.71
15080 - Graphic Artist	26.43
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	49.71
15086 - Maintenance Test Pilot, Rotary Wing	49.71
15088 - Non-Maintenance Test/Co-Pilot	49.71
15090 - Technical Instructor	23.63
15095 - Technical Instructor/Course Developer	29.07
15110 - Test Proctor	19.07
15120 - Tutor	19.07
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	18.92
16030 - Counter Attendant	18.92
16040 - Dry Cleaner	21.58
16070 - Finisher, Flatwork, Machine	18.92
16090 - Presser, Hand	18.92
16110 - Presser, Machine, Drycleaning	18.92
16130 - Presser, Machine, Shirts	18.92
16160 - Presser, Machine, Wearing Apparel, Laundry	18.92
16190 - Sewing Machine Operator	22.47
16220 - Tailor	23.38
16250 - Washer, Machine	19.77
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	30.70
19040 - Tool And Die Maker	37.39
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	23.80
21030 - Material Coordinator	24.28
21040 - Material Expediter	24.28
21050 - Material Handling Laborer	17.67
21071 - Order Filler	18.05
21080 - Production Line Worker (Food Processing)	23.80
21110 - Shipping Packer	20.52
21130 - Shipping/Receiving Clerk	20.52
21140 - Store Worker I	17.02
21150 - Stock Clerk	21.75
21210 - Tools And Parts Attendant	23.80
21410 - Warehouse Specialist	23.80
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.12
23019 - Aircraft Logs and Records Technician	27.28
23021 - Aircraft Mechanic I	32.41
23022 - Aircraft Mechanic II	34.12
23023 - Aircraft Mechanic III	35.86
23040 - Aircraft Mechanic Helper	23.87
23050 - Aircraft, Painter	30.70
23060 - Aircraft Servicer	27.28
23070 - Aircraft Survival Flight Equipment Technician	30.70
23080 - Aircraft Worker	29.03
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.03

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.41
23110 - Appliance Mechanic	26.37
23120 - Bicycle Repairer	25.57
23125 - Cable Splicer	58.94
23130 - Carpenter, Maintenance	25.06
23140 - Carpet Layer	29.03
23160 - Electrician, Maintenance	39.51
23181 - Electronics Technician Maintenance I	36.45
23182 - Electronics Technician Maintenance II	38.61
23183 - Electronics Technician Maintenance III	40.74
23260 - Fabric Worker	27.28
23290 - Fire Alarm System Mechanic	32.41
23310 - Fire Extinguisher Repairer	25.57
23311 - Fuel Distribution System Mechanic	32.41
23312 - Fuel Distribution System Operator	25.57
23370 - General Maintenance Worker	21.67
23380 - Ground Support Equipment Mechanic	32.41
23381 - Ground Support Equipment Servicer	27.28
23382 - Ground Support Equipment Worker	29.03
23391 - Gunsmith I	25.57
23392 - Gunsmith II	29.03
23393 - Gunsmith III	32.41
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.00
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	27.34
23430 - Heavy Equipment Mechanic	30.00
23440 - Heavy Equipment Operator	28.35
23460 - Instrument Mechanic	32.41
23465 - Laboratory/Shelter Mechanic	30.70
23470 - Laborer	17.67
23510 - Locksmith	30.70
23530 - Machinery Maintenance Mechanic	34.31
23550 - Machinist, Maintenance	27.57
23580 - Maintenance Trades Helper	19.68
23591 - Metrology Technician I	32.41
23592 - Metrology Technician II	34.12
23593 - Metrology Technician III	35.86
23640 - Millwright	30.61
23710 - Office Appliance Repairer	30.70
23760 - Painter, Maintenance	23.18
23790 - Pipefitter, Maintenance	35.01
23810 - Plumber, Maintenance	33.17
23820 - Pneudraulic Systems Mechanic	32.41
23850 - Rigger	32.41
23870 - Scale Mechanic	29.03
23890 - Sheet-Metal Worker, Maintenance	29.30
23910 - Small Engine Mechanic	21.81
23931 - Telecommunications Mechanic I	32.75
23932 - Telecommunications Mechanic II	34.48
23950 - Telephone Lineman	30.83
23960 - Welder, Combination, Maintenance	25.32
23965 - Well Driller	32.41
23970 - Woodcraft Worker	32.41
23980 - Woodworker	25.57
24000 - Personal Needs Occupations	
24550 - Case Manager	22.29
24570 - Child Care Attendant	16.43
24580 - Child Care Center Clerk	20.48
24610 - Chore Aide	18.29
24620 - Family Readiness And Support Services Coordinator	22.29
24630 - Homemaker	22.29
25000 - Plant And System Operations Occupations	

25010 - Boiler Tender		28.58
25040 - Sewage Plant Operator		29.11
25070 - Stationary Engineer		28.58
25190 - Ventilation Equipment Tender		21.05
25210 - Water Treatment Plant Operator		29.11
27000 - Protective Service Occupations		
27004 - Alarm Monitor		29.79
27007 - Baggage Inspector		17.62
27008 - Corrections Officer		34.81
27010 - Court Security Officer		30.74
27030 - Detection Dog Handler		19.71
27040 - Detention Officer		34.81
27070 - Firefighter		31.36
27101 - Guard I		17.62
27102 - Guard II		19.71
27131 - Police Officer I		33.43
27132 - Police Officer II		37.16
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		20.96
28042 - Carnival Equipment Repairer		22.45
28043 - Carnival Worker		16.30
28210 - Gate Attendant/Gate Tender		20.22
28310 - Lifeguard		16.00
28350 - Park Attendant (Aide)		22.63
28510 - Recreation Aide/Health Facility Attendant		16.50
28515 - Recreation Specialist		28.03
28630 - Sports Official		18.01
28690 - Swimming Pool Operator		25.53
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		29.36
29020 - Hatch Tender		29.36
29030 - Line Handler		29.36
29041 - Stevedore I		27.59
29042 - Stevedore II		31.10
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	34.99
30021 - Archeological Technician I		19.28
30022 - Archeological Technician II		21.56
30023 - Archeological Technician III		26.71
30030 - Cartographic Technician		26.71
30040 - Civil Engineering Technician		40.77
30051 - Cryogenic Technician I		29.58
30052 - Cryogenic Technician II		32.66
30061 - Drafter/CAD Operator I		19.28
30062 - Drafter/CAD Operator II		21.56
30063 - Drafter/CAD Operator III		24.03
30064 - Drafter/CAD Operator IV		29.58
30081 - Engineering Technician I		17.17
30082 - Engineering Technician II		19.28
30083 - Engineering Technician III		21.56
30084 - Engineering Technician IV		26.71
30085 - Engineering Technician V		32.66
30086 - Engineering Technician VI		39.52
30090 - Environmental Technician		26.71
30095 - Evidence Control Specialist		26.71
30210 - Laboratory Technician		24.03
30221 - Latent Fingerprint Technician I		29.58
30222 - Latent Fingerprint Technician II		32.66

30240 - Mathematical Technician		26.71
30361 - Paralegal/Legal Assistant I		22.10
30362 - Paralegal/Legal Assistant II		27.38
30363 - Paralegal/Legal Assistant III		33.49
30364 - Paralegal/Legal Assistant IV		40.51
30375 - Petroleum Supply Specialist		32.66
30390 - Photo-Optics Technician		26.71
30395 - Radiation Control Technician		32.66
30461 - Technical Writer I		26.71
30462 - Technical Writer II		32.66
30463 - Technical Writer III		39.52
30491 - Unexploded Ordnance (UXO) Technician I		29.28
30492 - Unexploded Ordnance (UXO) Technician II		35.43
30493 - Unexploded Ordnance (UXO) Technician III		42.46
30494 - Unexploded (UXO) Safety Escort		29.28
30495 - Unexploded (UXO) Sweep Personnel		29.28
30501 - Weather Forecaster I		29.58
30502 - Weather Forecaster II		35.98
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.03
30621 - Weather Observer, Senior	(see 2)	26.71
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.43
31020 - Bus Aide		15.34
31030 - Bus Driver		20.59
31043 - Driver Courier		19.44
31260 - Parking and Lot Attendant		15.93
31290 - Shuttle Bus Driver		17.70
31310 - Taxi Driver		17.05
31361 - Truckdriver, Light		20.83
31362 - Truckdriver, Medium		22.22
31363 - Truckdriver, Heavy		27.77
31364 - Truckdriver, Tractor-Trailer		27.77
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.27
99030 - Cashier		15.38
99050 - Desk Clerk		16.84
99095 - Embalmer		29.28
99130 - Flight Follower		29.28
99251 - Laboratory Animal Caretaker I		18.56
99252 - Laboratory Animal Caretaker II		19.88
99260 - Marketing Analyst		29.21
99310 - Mortician		29.28
99410 - Pest Controller		24.75
99510 - Photofinishing Worker		15.39
99710 - Recycling Laborer		29.59
99711 - Recycling Specialist		34.76
99730 - Refuse Collector		27.04
99810 - Sales Clerk		16.90
99820 - School Crossing Guard		21.73
99830 - Survey Party Chief		27.48
99831 - Surveying Aide		17.25
99832 - Surveying Technician		23.49
99840 - Vending Machine Attendant		18.79
99841 - Vending Machine Repairer		22.93
99842 - Vending Machine Repairer Helper		18.79

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill,

injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of """"wash and wear"""" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

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

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

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

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and product descriptions can be downloaded from the ASSIST website at *https://assist.dla.mil*.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at *https://assist.dla.mil*.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by-

(i) Using the ASSIST feedback module (*https://assist.dla.mil/feedback*); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at *assisthelp@dla.mil*.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier*. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at *www.sam.gov* for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

E.2 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

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

- technical
- past performance
- price

Technical and past performance, when combined, are equal to price .

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

(End of Provision)

E.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Provision)

FAR Number	Title	Date
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019

(End of Addendum to 52.212-1)