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

1. REQUISITION NO. 663-26-4-2810-0090

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C26026Q0766

6. SOLICITATION ISSUE DATE: 06-22-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Jennifer Robles; jennifer.robles1@va.gov

b. TELEPHONE NO. (No Collect Calls): 253-888-4924

8. OFFER DUE DATE/LOCAL TIME: 07-09-2026 1PM MDT

9. ISSUED BY — CODE 36C260

Department of Veterans Affairs
Network Contracting Office 20 (V4CONT)
1601 E. Fourth Plain Boulevard
Building 17, Suite B428
Vancouver WA 98661

10. THIS ACQUISITION IS

- [X] UNRESTRICTED OR
- [ ] SET ASIDE: ____ % FOR:
- [ ] 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: 512110

SIZE STANDARD: $40 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS: Net 30

- [ ] 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 36C663

Department of Veterans Affairs
VA Puget Sound Healthcare System
See Section D.1, Statement of Work
for addresses in Tacoma and Seattle, WA

16. ADMINISTERED BY — CODE 36C260

Department of Veterans Affairs
Network Contracting Office 20 (V4CONT)
1601 E. Fourth Plain Boulevard
Building 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 ____

Department 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	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	VA Puget Healthcare System requires Whole Healthcare Channels brand name or equal to the C.A.R.E. Channel for their Tacoma, WA and Seattle, WA locations. See Section B.2, Price/Cost Schedule, D.1, Statement of Work and D.2, Salient Characteristics for details. Period of Performance: Base: 08/01/2026 - 07/31/2027 Option Year 1: 08/01/2027 - 07/31/2028 Option Year 2: 08/01/2028 - 07/31/2029 Option Year 3: 08/01/2029 - 07/31/2030 Option Year 4: 08/01/2030 - 07/31/2031 Questions due by 06/30/2026, 1PM Mountain Offers due 07/09/2026, 1PM Mountain Email questions and offers to jennifer.robles1@va.gov (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
663-3660160-2810-821500-3131 SPR0WP1A2

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

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] 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

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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)
Jennifer Robles
VA-VHA-RPOW-2023-0015

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 Jennifer Robles; jennifer.robles1@va.gov

Department of Veterans Affairs

Network Contracting Office 20 (V4CONT)

1601 E. Fourth Plain Boulevard

Building 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] Hardware: After delivery; Licensing: Monthly

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.

Via the Tungsten Network: https://www.tungsten-network.com/customer-campaigns/veteransaffairs/

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		4.00	EA	_____	_____
	EQ-HEART8: HEART Media Broadcaster HEART 8 If equal, list here: _____ Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 LOCAL STOCK NUMBER: EQ-HEARTS8				
0002		4.00	EA	_____	_____
	Multicom MUL-HDENC-C-200 Digital HD Encoder/Modulator If equal, list here: _____ Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 LOCAL STOCK NUMBER: EQ-MODMULC200				
0003		2.00	EA	_____	_____
	uninterruptable Power Supply (UPS) If equal, list here: _____ Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 LOCAL STOCK NUMBER: EQ-UPSAPC350				
0004		4.00	EA	_____	_____
	Annual content updates If equal, list here: _____ Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 LOCAL STOCK NUMBER: SV-UPDATE				
0005		1.00	YR	_____	_____
	Channel Annual Licensing for VA Puget Sound Healthcare System. If equal, list here: _____ Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 LOCAL STOCK NUMBER: LC-LICCCARE				

0006		1.00	YR	_____	_____
	Guided Imagery Annual Licensing for VA Puget Sound Healthcare System If equal, list here: _____ Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 LOCAL STOCK NUMBER: LC-LICGI				
0007		1.00	YR	_____	_____
	C.A.R.E. Connect Annual Licensing for VA Puget Sound Healthcare System. If equal, list here: _____ Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 LOCAL STOCK NUMBER: LC-LICCONNECT				
1001		4.00	EA	_____	_____
	Annual content updates If equal, list here: _____ Contract Period: Option 1 POP Begin: 08-01-2027 POP End: 07-31-2028 LOCAL STOCK NUMBER: SV-UPDATE				
1002		1.00	YR	_____	_____
	Channel Annual Licensing for VA Puget Sound Healthcare System. If equal, list here: _____ Contract Period: Option 1 POP Begin: 08-01-2027 POP End: 07-31-2028 LOCAL STOCK NUMBER: LC-LICCCARE				
1003		1.00	YR	_____	_____
	Guided Imagery Annual Licensing for VA Puget Sound Healthcare System If equal, list here: _____ Contract Period: Option 1 POP Begin: 08-01-2027 POP End: 07-31-2028 LOCAL STOCK NUMBER: LC-LICGI				

1004	C.A.R.E. Connect Annual Licensing for VA Puget Sound Healthcare System. If equal, list here: _____ Contract Period: Option 1 POP Begin: 08-01-2027 POP End: 07-31-2028 LOCAL STOCK NUMBER: LC-LICCONNECT	1.00	YR	_____	_____
2001	Annual content updates If equal, list here: _____ Contract Period: Option 2 POP Begin: 08-01-2028 POP End: 07-31-2029 LOCAL STOCK NUMBER: SV-UPDATE	4.00	EA	_____	_____
2002	Channel Annual Licensing for VA Puget Sound Healthcare System. If equal, list here: _____ Contract Period: Option 2 POP Begin: 08-01-2028 POP End: 07-31-2029 LOCAL STOCK NUMBER: LC-LICCCARE	1.00	YR	_____	_____
2003	Guided Imagery Annual Licensing for VA Puget Sound Healthcare System If equal, list here: _____ Contract Period: Option 2 POP Begin: 08-01-2028 POP End: 07-31-2029 LOCAL STOCK NUMBER: LC-LICGI	1.00	YR	_____	_____
2004	C.A.R.E. Connect Annual Licensing for VA Puget Sound Healthcare System. If equal, list here: _____ Contract Period: Option 2 POP Begin: 08-01-2028 POP End: 07-31-2029 LOCAL STOCK NUMBER: LC-LICCONNECT	1.00	YR	_____	_____

3001	Annual content updates If equal, list here: _____ Contract Period: Option 3 POP Begin: 08-01-2029 POP End: 07-31-2030 LOCAL STOCK NUMBER: SV-UPDATE	4.00	EA	_____	_____
3002	Channel Annual Licensing for VA Puget Sound Healthcare System. If equal, list here: _____ Contract Period: Option 3 POP Begin: 08-01-2029 POP End: 07-31-2030 LOCAL STOCK NUMBER: LC-LICCCARE	1.00	YR	_____	_____
3003	Guided Imagery Annual Licensing for VA Puget Sound Healthcare System If equal, list here: _____ Contract Period: Option 3 POP Begin: 08-01-2029 POP End: 07-31-2030 LOCAL STOCK NUMBER: LC-LICGI	1.00	YR	_____	_____
3004	C.A.R.E. Connect Annual Licensing for VA Puget Sound Healthcare System. If equal, list here: _____ Contract Period: Option 3 POP Begin: 08-01-2029 POP End: 07-31-2030 LOCAL STOCK NUMBER: LC-LICCONNECT	1.00	YR	_____	_____
4001	Annual content updates If equal, list here: _____ Contract Period: Option 4 POP Begin: 08-01-2030 POP End: 07-31-2031 LOCAL STOCK NUMBER: SV-UPDATE	4.00	EA	_____	_____

4002	Channel Annual Licensing for VA Puget Sound Healthcare System. If equal, list here: _____ Contract Period: Option 4 POP Begin: 08-01-2030 POP End: 07-31-2031 LOCAL STOCK NUMBER: LC-LICCCARE	1.00	YR	_____	_____
4003	Guided Imagery Annual Licensing for VA Puget Sound Healthcare System If equal, list here: _____ Contract Period: Option 4 POP Begin: 08-01-2030 POP End: 07-31-2031 LOCAL STOCK NUMBER: LC-LICGI	1.00	YR	_____	_____
4004	C.A.R.E. Connect Annual Licensing for VA Puget Sound Healthcare System. If equal, list here: _____ Contract Period: Option 4 POP Begin: 08-01-2030 POP End: 07-31-2031 LOCAL STOCK NUMBER: LC-LICCONNECT	1.00	YR	_____	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001-4004	SHIP TO:	VA Puget Sound Health Care System Seattle Division 1660 South Columbian Way Seattle, WA 98108 1532 USA	ALL	No later than 07/31/2031
	MARK FOR:	ATTN: Sakuna Thongchanh 206-240-0249 Sakuna.Thongchanh@va.gov		

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) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

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

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

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

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

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

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

(End of Clause)

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 52.217-8 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 5 days prior to contract expiration.

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

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

(End of Clause)

C.4 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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_1
http://www.va.gov/oal/library/vaar/index.asp

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL	JAN 2017

	CONFIDENTIALITY AGREEMENTS OR STATEMENTS	
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEVIATION)	NOV 2025
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-33	NOTICE OF REQUIREMENT FOR PROJECT LABOR AGREEMENT (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
52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION)	APR 2026
52.223-23	SUSTAINABLE PRODUCTS (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
52.232-36	PAYMENT BY THIRD PARTY (DEVIATION)	NOV 2025
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
52.240-91	SECURITY PROHIBITIONS AND EXCLUSIONS (DEVIATION)	NOV 2025
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019

C.5 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)

C.6 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

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

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 STATEMENT OF WORK

1. Contract Title: Whole Healthcare Channel System Brand Name or Equal to the C.A.R.E. Channel System

2. Background. The C.A.R.E. Channel is a video channel that offers stunning nature video and original instrumental music as a therapeutic tool for use at the patient bedside, waiting areas, and public spaces in acute care hospitals, residential care facilities, hospices, palliative care units, cancer centers, and rehabilitation centers. This service is available in more than 1,000 healthcare facilities around the world. The CARE Channel enhances the patient experience by creating healing environments that reduce the harmful effects of noise, enhance pain management protocols, promote privacy, and increase safety and satisfaction.

Whole Health System implementation, which includes creating therapeutic and healing environments, which the C.A.R.E. Channel offers, is mandated by VHA Whole Health System Directive 1445 and is a priority at VAPSHCS. Guided Imagery, a modality offered by the C.A.R.E. Channel, is part of the Veteran's Benefit Package and a required service per VHA Complimentary Integrative Health Directive 1137. Additionally, the VAPSHCS patient entertainment system requires an upgrade, and at this point has only been based on the needs of Veterans that are in care for a limited time frame. Adding the C.A.R.E Channel will provide a long-term solution for Veterans that are cared for throughout the facility and especially in the geriatric wards, CLC wards, and in Hospice care. Implementing the C.A.R.E Channel is compliant with VHA Directives 1445 and 1137, aligns with VAPSHCS priority, and is an innovative modernization effort to bring patient-centered technology solution to increase patient access to whole health care while reducing clinician burden.

BRIEF DESCRIPTION OF SUPPLIES OR SERVICES REQUIRED AND THE INTENDED USE: This parts and acquisition service will provide a quantity of 2- four channel media broadcasters that will be mounted to the existing campus television distribution system using 2 -Multichannel Modulators that are configured to display 4 - streams of accessible content to the CATV locations at the 2 main campuses for access by all veterans. The programming service will be exchanged by the VA FMS HTM personnel who will be mailed a new media device to be installed semi-annually. This acquisition request will include the annual content licensing cost and equipment rental for a total of 5 years.

Veterans Benefit: Research studies show that nature imagery and music are therapeutic empirically based interventions that can help patients heal faster and decrease pain and the need for pharmacological interventions and may help reduce the average length of hospital stays. Based on research that connects the use of music and nature to patient outcomes, the C.A.R.E. Channel is appropriate for patients in diverse states of acuity, transcending issues of age, gender, and culture. The 24-hour format includes up to 84 hours of nonrepetitive unique daytime and nighttime programming to support the circadian rhythm, enhance sleep, and reduce the negative impact of hospital noise.

VA Clinical use: This acquisition is championed by VAPSHCS Whole Health, Patient Care Services, Nursing, and relevant leadership teams. Guided Imagery (GI), which is part of the C.A.R.E Channel content, involves using a series of multi-sensory images designed to trigger specific changes in physiology, emotions, or mental state for the purpose of increasing healing response or unconscious changes. GI is a mandated complementary integrative health (CIH) modality by VHA Directive 1137 and

part of the Veteran's Benefit Package. The C.A.R.E. Channel GI content helps increase access to care for this intervention while reducing clinician burden as it can be clinically applied as a self-help option without the constant involvement of a healthcare professional.

Veterans Access: Patients have options to access and enjoy on certain TV channels and screens broadcast around the facility or on VA supplied or personal individual handheld devices via the Internet.

Environment of care: Usage of the care channel will improve the environment of care across the facility and outpatient clinics in patient areas and home environment for patients, families, caregivers, and staff.

3. Scope: This is a brand name or equal requirement for site-based broadcasting services provided by **The C.A.R.E. Channel, Healing HealthCare Systems®, Inc.** to the VA Puget Sound Health Care System – Seattle Division and American Lake Division (VAPSHCS – Seattle and AL Division) for a one-year contract with four option years. The **C.A.R.E. Channel, Healing HealthCare Systems®, Inc.** is a Whole Health program and compatible with the soon to be implemented Electronic Healthcare Record Management System-Cerner. C.A.R.E. is geared towards providing non-pharmacological care by using music and images as a therapeutic tool for patients at the bedside, waiting areas, and public spaces in acute care hospitals, residential care facilities, hospices, palliative care units, cancer centers, and rehabilitation centers. The CARE Channel is the only service of its nature that provides 84 hours of continuing programming that can easily be broadcast through the existing cable TV equipment already in place, with very little technical support and offering additionally the possibility to do web-streaming and guided imagery channels without changing the system.

4. Specific Tasks.

VA Puget Sound will self-install media player and media channel modulator hardware. The contractor will provide remote support for the CARE Channel at both campus (Seattle and American Lake).

This includes the following (for each facility): HEART Media Broadcaster C100-BYP, Integrated MPEG2 quality digital player pre-scheduled for automatic playout of Day/Night programming. Requires 1U rack space (17.2"Wx1.7"Hx10"D). Includes 3-year Warranty, C.A.R.E. On Hold Licensing (12 Months) For use on hospital's telephone on-hold system, Annual Content Updates, Start-up/Encoding & Formatting One Time Fee, Uninterruptable Power Supply, remote installation support and Insured Shipping and Handling.

CARE CHANNEL deployment will be led by Sakuna Thongchanh (Whole Health Clinical Director, VA Puget Sound) with the help and technical support of the FMS Team, Charles Smith, HTM Electronics Supervisor. The FMS team was involved at an earlier stage in verifying all technical features and making sure the services will be fully compatible and include all necessary support to make the CARE CHANNEL easy to install and to function optimally according to each facility's characteristic. All technical requirements have been checked and pre-approved.

5. Performance Monitoring

The performance of the contractor will be supervised by Charles Smith, HTM Electronics Supervisor.

6. Security Requirements.

The contractor will not require access to the VAPSHCS site nor to a VA system (logical access) and will not require access to VA sensitive information or PHI.

7. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI).

N/A

8. Other Pertinent Information or Special Considerations.

a. Identification of Possible Follow-on Work.

N/A

b. Identification of Potential Conflicts of Interest (COI).

None

c. Identification of Non-Disclosure Requirements.

None

d. Packaging, Packing and Shipping Instructions.

N/A

9. Risk Control.

N/A

10. Place of Performance.

VA Puget Sound Healthcare System (VAPSHCS)

- **Seattle -** 1660 S Columbian Way, Building 1, Basement Room B73, Seattle, WA 98108
- **American Lake Divisions -** 9600 Veterans Way, Building 6, Room 229, Tacoma, WA 98493.

11. Period of Performance.

Base Year: 08/01/ 2026 – 07/31/2027
Option Year 1: 08/01/2027 – 07/31/2028
Option Year 2: 08/01/2028 – 07/31/2029
Option Year 3: 08/01/2029 – 07/31/2030
Option Year 4: 08/01/2030 – 07/31/2031

12. National Holidays.

a. Work shall not be performed on the following legal government holidays:

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

b. If a holiday falls on Sunday, the following Monday will be observed as the national Holiday. When a holiday falls on a Saturday, the proceeding Friday is observed as the national Holiday. Also included would be any day specifically declared by the President of the United States as a National Holiday.

13. **VA Point of Contact.**

The VA points of contact for this requirement are:

Charles Smith
VAPSHCS, HTM Electronics Supervisor
1660 S. Columbian Way, Seattle, WA 98108
9600 Veterans Drive, Tacoma, WA 98493
Email: Charles.Smith6@va.gov
Office: (206) 764 2436

Sakuna Thongchanh, Whole Health Clinical Director
VAPSHCS
Mail Stop S123-Oxbow
1660 S. Columbian Way
Seattle, WA 98108
Cell: (206) 240-0249

14. Privacy Officer Language for Statement of Work (SOW)

- Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data- General, FAR 52.227-14(d) (1).
- VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on-site inspections of contractor and subcontractor IT resources to

ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are following VA directive requirements.

- Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor while performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.
- The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

15. Records Management Language for Contracts Required

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.
2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.
3. Contractors should not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.
4. Contractors shall not retain, use, sell, or disseminate copies of any delivery that contains information covered by the Privacy Act of 1974 or which is generally protected by the Freedom of Information Act.
5. Contractor should not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.
6. The Government Agency owns the rights to all data/records produced as part of this contract.
7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractors must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].
9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.
10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

D.2 SALIENT CHARACTERISTICS FOR WHOLE HEALTHCARE CHANNEL SYSTEM

LC-LICCARE CHANNEL SYSTEM

Description of Equipment Requested Brand Name or Equal to the C.A.R.E. Channel:

The premier relaxation programming for healthcare settings, The C.A.R.E. Channel is produced to comfort patients, families, and staff over the full 24-hour cycle. This highly effective therapeutic tool significantly contributes to improved satisfaction and patient outcomes, and helps create a healing environment for patients, families, and staff.

Programming Details

- Must provide 24-hour continuous high quality patient television channel
- Must include up to 84 hours of high quality nonrepetitive programming
- Must include evening programming to help patients sleep
- Must have available Well-Being and Clinical Guided Imagery
- Programming must be compatible with interactive patient care platforms such as Cerner, GetWell, and TeleHealth

Broadcast Format

- System shall be available in both digital and analog formats
- System shall be able to broadcast through the hospital television system
- Content must also be available for streaming via the web and accessible through VA issued or personal devices such as computers, tablets, mobile devices
- Content must be accessible to all VA Puget Sound sites including CBOCs and in patient's homes
- Vendor shall provide content updates at least annually at no additional charge
- System shall be plug and play — with no manual attention required

1) **Applicable model/make/catalog number:**

LC-LICCCARE: C.A.R.E. Channel Annual Licensing for VA Puget Sound Healthcare System.

LC-LICGI: C.A.R.E. with Guided Imagery Annual Licensing for VA Puget Sound Healthcare System.

LC-LICCONNECT: C.A.R.E. Connect Annual Licensing for VA Puget Sound Healthcare System.

EQ-HEART8: HEART Media Broadcaster HEART 8 C.A.R.E. Channel

EQ-MODMULC200: Multicom MUL-HDENC-C-200 Digital HD Encoder/Modulator

EQ-UPSAPC350: Uninterruptable Power Supply SV-UPDATE: Annual Content Updates.

2) **Manufacturer name** – Healing Healthcare Company

D.3 QUESTIONS AND ANSWERS FROM PRIOR SOLICITATION 36C26026Q0566

The following are questions and answers received in response to the prior solicitation 36C26026Q0566 set-aside for small businesses. Solicitation 36C26026Q0566 was cancelled.

1) **Question**: Could you please confirm whether the Seattle and Tacoma campuses each operate from a single CATV headend or if there are multiple headends per location?

   Answer: Seattle & American lake have completely segregated head ends that operate each campus independently with their separate Direct TV satellite feeds into the Channel distributions.

2) **Question:** Do the Seattle and Tacoma locations already have TV systems set up in patient rooms, or would the contractor need to bring in the hardware as well?

   Answer: This solicitation is to add a Single Video input signal that displays content that offers a relaxing and calming environment into an existing MATV system at the Seattle and American Lake campus. This content will be modulated to a channel directed by VA Staff to be displayed at existing cable TV Drops located at patient care areas at each campus.

3) **Question:** Roughly how many patient rooms are we talking about across both locations? That will help us make sure our pricing is accurate.

   Answer: The VA Seattle Campus has 300 Existing CATV drops. The American Lake Campus has 100 Existing CATV Drops.

4) **Question:** How is the channel currently being delivered to patient TVs — is it streamed over the network, through a dedicated feed, or something else?

   Answer: Each campus has an existing MATV system with a Modulated Video distribution system that currently displays a Direct TV Satellite service for regional and national entertainment programming. Veterans will be able to utilize their own PDA's or Home-Based PC to also access the web-based programming by direction of the VA Whole health care team.

5) **Question:** Does the VA need someone physically on-site for support, or is remote monitoring and phone support acceptable?

   Answer: On site staff not required if technical inquiries are needed then existing FMS HTM support staff will contact vendor to troubleshoot.

6) **Question:** Is there a company already providing this service at VA Puget Sound that we would be replacing?

   Answer: No.

7) **Question:** To ensure our pricing proposal is structured correctly, could you please clarify whether the HEART Media Broadcasters, Modulators, UPS units, and related hardware are intended to be:

   1. Purchased by the Government as part of the base acquisition and option years, or
   2. Provided under an equipment rental/lease arrangement throughout the five-year period of performance?

   Answer: Purchased by the Government as part of the base acquisition and option years. The equipment provided will allow the Broadcasted data to be played, The Services portion is the Licensing and updated content that we receive and place into the equipment that we purchased.

D.4 WAGE DETERMINATIONS

Wage Determination for Pierce County, Washington

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REGISTER OF WAGE DETERMINATIONS UNDER  |        U.S. DEPARTMENT OF LABOR
       THE SERVICE CONTRACT ACT        |  EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor |         WAGE AND HOUR DIVISION
                                       |         WASHINGTON D.C.  20210
                                       |
                                       |
                                       |
                                       | Wage Determination No.: 2015-5539
Daniel W. Simms          Division of   |           Revision No.: 30
Director            Wage Determinations|  Date Of Last Revision: 12/03/2025
_______________________________________|_____________________________________
```

State: Washington

Area: Washington County of Pierce

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		22.36
01012 - Accounting Clerk II		25.09
01013 - Accounting Clerk III		28.07
01020 - Administrative Assistant		39.00
01035 - Court Reporter		30.10
01041 - Customer Service Representative I		20.05
01042 - Customer Service Representative II		21.88
01043 - Customer Service Representative III		24.56
01051 - Data Entry Operator I		20.28
01052 - Data Entry Operator II		22.13
01060 - Dispatcher, Motor Vehicle		28.38
01070 - Document Preparation Clerk		21.80
01090 - Duplicating Machine Operator		21.80
01111 - General Clerk I		21.05
01112 - General Clerk II		22.98
01113 - General Clerk III		25.79
01120 - Housing Referral Assistant		28.26
01141 - Messenger Courier		22.07
01191 - Order Clerk I		21.50
01192 - Order Clerk II		23.46
01261 - Personnel Assistant (Employment) I		22.93
01262 - Personnel Assistant (Employment) II		25.65
01263 - Personnel Assistant (Employment) III		28.60
01270 - Production Control Clerk		33.14
01290 - Rental Clerk		23.34
01300 - Scheduler, Maintenance		24.46
01311 - Secretary I		24.46
01312 - Secretary II		27.36
01313 - Secretary III		30.50
01320 - Service Order Dispatcher		25.37
01410 - Supply Technician		39.00
01420 - Survey Worker		25.51
01460 - Switchboard Operator/Receptionist		21.78
01531 - Travel Clerk I		25.34
01532 - Travel Clerk II		28.45
01533 - Travel Clerk III		31.82
01611 - Word Processor I		20.07
01612 - Word Processor II		23.03
01613 - Word Processor III		25.76
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.43
05010 - Automotive Electrician		28.09
05040 - Automotive Glass Installer		26.89

05070 - Automotive Worker	26.89
05110 - Mobile Equipment Servicer	24.00
05130 - Motor Equipment Metal Mechanic	29.06
05160 - Motor Equipment Metal Worker	26.89
05190 - Motor Vehicle Mechanic	29.06
05220 - Motor Vehicle Mechanic Helper	22.56
05250 - Motor Vehicle Upholstery Worker	25.46
05280 - Motor Vehicle Wrecker	26.89
05310 - Painter, Automotive	28.09
05340 - Radiator Repair Specialist	26.89
05370 - Tire Repairer	21.31
05400 - Transmission Repair Specialist	29.06
07000 - Food Preparation And Service Occupations	
07010 - Baker	21.72
07041 - Cook I	24.18
07042 - Cook II	27.10
07070 - Dishwasher	18.98
07130 - Food Service Worker	20.23
07210 - Meat Cutter	27.82
07260 - Waiter/Waitress	21.98
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	28.64
09040 - Furniture Handler	16.86
09080 - Furniture Refinisher	22.40
09090 - Furniture Refinisher Helper	18.13
09110 - Furniture Repairer, Minor	20.31
09130 - Upholsterer	27.63
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	20.47
11060 - Elevator Operator	21.41
11090 - Gardener	28.16
11122 - Housekeeping Aide	21.55
11150 - Janitor	21.55
11210 - Laborer, Grounds Maintenance	23.07
11240 - Maid or Houseman	20.61
11260 - Pruner	21.35
11270 - Tractor Operator	26.47
11330 - Trail Maintenance Worker	23.07
11360 - Window Cleaner	23.28
12000 - Health Occupations	
12010 - Ambulance Driver	31.13
12011 - Breath Alcohol Technician	34.72
12012 - Certified Occupational Therapist Assistant	36.54
12015 - Certified Physical Therapist Assistant	35.69
12020 - Dental Assistant	29.27
12025 - Dental Hygienist	63.41
12030 - EKG Technician	40.84
12035 - Electroneurodiagnostic Technologist	40.84
12040 - Emergency Medical Technician	31.13
12071 - Licensed Practical Nurse I	31.04
12072 - Licensed Practical Nurse II	34.72
12073 - Licensed Practical Nurse III	38.69
12100 - Medical Assistant	28.29
12130 - Medical Laboratory Technician	35.33
12160 - Medical Record Clerk	29.14
12190 - Medical Record Technician	32.59
12195 - Medical Transcriptionist	22.98
12210 - Nuclear Medicine Technologist	61.80
12221 - Nursing Assistant I	17.61
12222 - Nursing Assistant II	19.80
12223 - Nursing Assistant III	21.60
12224 - Nursing Assistant IV	24.23
12235 - Optical Dispenser	25.48
12236 - Optical Technician	24.24
12250 - Pharmacy Technician	28.83
12280 - Phlebotomist	24.13
12305 - Radiologic Technologist	47.85
12311 - Registered Nurse I	32.13
12312 - Registered Nurse II	39.29
12313 - Registered Nurse II, Specialist	39.29
12314 - Registered Nurse III	47.54
12315 - Registered Nurse III, Anesthetist	47.54
12316 - Registered Nurse IV	57.00
12317 - Scheduler (Drug and Alcohol Testing)	43.00
12320 - Substance Abuse Treatment Counselor	31.39

13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		25.24
13012 - Exhibits Specialist II		31.26
13013 - Exhibits Specialist III		38.24
13041 - Illustrator I		27.11
13042 - Illustrator II		33.60
13043 - Illustrator III		41.08
13047 - Librarian		48.47
13050 - Library Aide/Clerk		22.13
13054 - Library Information Technology Systems Administrator		43.76
13058 - Library Technician		29.25
13061 - Media Specialist I		31.59
13062 - Media Specialist II		35.33
13063 - Media Specialist III		39.38
13071 - Photographer I		21.46
13072 - Photographer II		24.00
13073 - Photographer III		29.74
13074 - Photographer IV		36.37
13075 - Photographer V		44.01
13090 - Technical Order Library Clerk		27.79
13110 - Video Teleconference Technician		36.76
14000 - Information Technology Occupations		
14041 - Computer Operator I		30.45
14042 - Computer Operator II		34.06
14043 - Computer Operator III		37.96
14044 - Computer Operator IV		42.19
14045 - Computer Operator V		46.73
14071 - Computer Programmer I		
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		30.45
14160 - Personal Computer Support Technician		42.19
14170 - System Support Specialist		46.73
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		44.24
15020 - Aircrew Training Devices Instructor (Rated)		53.53
15030 - Air Crew Training Devices Instructor (Pilot)		64.15
15050 - Computer Based Training Specialist / Instructor		44.24
15060 - Educational Technologist		46.17
15070 - Flight Instructor (Pilot)		64.15
15080 - Graphic Artist		39.55
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		64.15
15086 - Maintenance Test Pilot, Rotary Wing		64.15
15088 - Non-Maintenance Test/Co-Pilot		64.15
15090 - Technical Instructor		36.44
15095 - Technical Instructor/Course Developer		44.57
15110 - Test Proctor		29.42
15120 - Tutor		29.42
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		23.17
16030 - Counter Attendant		23.17
16040 - Dry Cleaner		26.47
16070 - Finisher, Flatwork, Machine		23.17
16090 - Presser, Hand		23.17
16110 - Presser, Machine, Drycleaning		23.17
16130 - Presser, Machine, Shirts		23.17
16160 - Presser, Machine, Wearing Apparel, Laundry		23.17
16190 - Sewing Machine Operator		27.57
16220 - Tailor		28.67
16250 - Washer, Machine		24.27
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		43.36
19040 - Tool And Die Maker		49.12
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		25.21
21030 - Material Coordinator		33.14
21040 - Material Expediter		33.14
21050 - Material Handling Laborer		22.92
21071 - Order Filler		21.35
21080 - Production Line Worker (Food Processing)		25.21

21110 - Shipping Packer	25.00
21130 - Shipping/Receiving Clerk	25.00
21140 - Store Worker I	21.63
21150 - Stock Clerk	26.99
21210 - Tools And Parts Attendant	25.21
21410 - Warehouse Specialist	25.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	42.69
23019 - Aircraft Logs and Records Technician	36.23
23021 - Aircraft Mechanic I	41.35
23022 - Aircraft Mechanic II	42.69
23023 - Aircraft Mechanic III	43.93
23040 - Aircraft Mechanic Helper	32.10
23050 - Aircraft, Painter	39.97
23060 - Aircraft Servicer	36.23
23070 - Aircraft Survival Flight Equipment Technician	39.97
23080 - Aircraft Worker	38.27
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	38.27
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	41.35
23110 - Appliance Mechanic	28.86
23120 - Bicycle Repairer	24.15
23125 - Cable Splicer	62.49
23130 - Carpenter, Maintenance	36.90
23140 - Carpet Layer	30.00
23160 - Electrician, Maintenance	48.85
23181 - Electronics Technician Maintenance I	45.39
23182 - Electronics Technician Maintenance II	47.40
23183 - Electronics Technician Maintenance III	49.04
23260 - Fabric Worker	35.75
23290 - Fire Alarm System Mechanic	32.49
23310 - Fire Extinguisher Repairer	33.69
23311 - Fuel Distribution System Mechanic	46.36
23312 - Fuel Distribution System Operator	38.28
23370 - General Maintenance Worker	28.65
23380 - Ground Support Equipment Mechanic	41.35
23381 - Ground Support Equipment Servicer	36.23
23382 - Ground Support Equipment Worker	38.27
23391 - Gunsmith I	33.69
23392 - Gunsmith II	37.76
23393 - Gunsmith III	40.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	36.30
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	37.47
23430 - Heavy Equipment Mechanic	38.19
23440 - Heavy Equipment Operator	41.93
23460 - Instrument Mechanic	38.39
23465 - Laboratory/Shelter Mechanic	39.44
23470 - Laborer	22.92
23510 - Locksmith	31.64
23530 - Machinery Maintenance Mechanic	37.35
23550 - Machinist, Maintenance	35.02
23580 - Maintenance Trades Helper	23.03
23591 - Metrology Technician I	38.39
23592 - Metrology Technician II	39.64
23593 - Metrology Technician III	40.80
23640 - Millwright	40.45
23710 - Office Appliance Repairer	27.08
23760 - Painter, Maintenance	28.49
23790 - Pipefitter, Maintenance	41.90
23810 - Plumber, Maintenance	40.50
23820 - Pneudraulic Systems Mechanic	40.80
23850 - Rigger	37.11
23870 - Scale Mechanic	37.76
23890 - Sheet-Metal Worker, Maintenance	49.36
23910 - Small Engine Mechanic	26.57
23931 - Telecommunications Mechanic I	37.12
23932 - Telecommunications Mechanic II	38.32
23950 - Telephone Lineman	38.80
23960 - Welder, Combination, Maintenance	31.01
23965 - Well Driller	38.01
23970 - Woodcraft Worker	40.80
23980 - Woodworker	33.69

24000 - Personal Needs Occupations	
24550 - Case Manager	25.40
24570 - Child Care Attendant	19.32
24580 - Child Care Center Clerk	24.08
24610 - Chore Aide	22.31
24620 - Family Readiness And Support Services Coordinator	25.40
24630 - Homemaker	25.40
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	45.68
25040 - Sewage Plant Operator	42.52
25070 - Stationary Engineer	45.68
25190 - Ventilation Equipment Tender	35.46
25210 - Water Treatment Plant Operator	42.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	38.00
27007 - Baggage Inspector	20.80
27008 - Corrections Officer	38.60
27010 - Court Security Officer	43.87
27030 - Detection Dog Handler	23.27
27040 - Detention Officer	38.60
27070 - Firefighter	49.14
27101 - Guard I	20.80
27102 - Guard II	23.27
27131 - Police Officer I	49.40
27132 - Police Officer II	54.90
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	23.10
28042 - Carnival Equipment Repairer	24.58
28043 - Carnival Worker	18.64
28210 - Gate Attendant/Gate Tender	26.59
28310 - Lifeguard	19.13
28350 - Park Attendant (Aide)	29.75
28510 - Recreation Aide/Health Facility Attendant	21.71
28515 - Recreation Specialist	36.84
28630 - Sports Official	23.69
28690 - Swimming Pool Operator	27.54
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	46.74
29020 - Hatch Tender	46.74
29030 - Line Handler	46.74
29041 - Stevedore I	44.25
29042 - Stevedore II	48.80
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	51.79
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	35.71
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	39.32
30021 - Archeological Technician I	22.27
30022 - Archeological Technician II	24.91
30023 - Archeological Technician III	30.86
30030 - Cartographic Technician	30.86
30040 - Civil Engineering Technician	40.06
30051 - Cryogenic Technician I	32.83
30052 - Cryogenic Technician II	36.25
30061 - Drafter/CAD Operator I	22.27
30062 - Drafter/CAD Operator II	24.91
30063 - Drafter/CAD Operator III	27.78
30064 - Drafter/CAD Operator IV	34.17
30081 - Engineering Technician I	20.07
30082 - Engineering Technician II	22.53
30083 - Engineering Technician III	25.20
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.19
30086 - Engineering Technician VI	46.21
30090 - Environmental Technician	30.76
30095 - Evidence Control Specialist	29.64
30210 - Laboratory Technician	26.57
30221 - Latent Fingerprint Technician I	35.96
30222 - Latent Fingerprint Technician II	39.71
30240 - Mathematical Technician	37.35
30361 - Paralegal/Legal Assistant I	25.05
30362 - Paralegal/Legal Assistant II	31.04
30363 - Paralegal/Legal Assistant III	37.97
30364 - Paralegal/Legal Assistant IV	45.63
30375 - Petroleum Supply Specialist	36.25

30390 - Photo-Optics Technician		30.86
30395 - Radiation Control Technician		36.25
30461 - Technical Writer I		33.56
30462 - Technical Writer II		41.05
30463 - Technical Writer III		49.66
30491 - Unexploded Ordnance (UXO) Technician I		32.91
30492 - Unexploded Ordnance (UXO) Technician II		39.82
30493 - Unexploded Ordnance (UXO) Technician III		47.73
30494 - Unexploded (UXO) Safety Escort		32.91
30495 - Unexploded (UXO) Sweep Personnel		32.91
30501 - Weather Forecaster I		32.83
30502 - Weather Forecaster II		39.93
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	26.67
30621 - Weather Observer, Senior	(see 2)	29.64
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		39.82
31020 - Bus Aide		30.22
31030 - Bus Driver		39.13
31043 - Driver Courier		21.79
31260 - Parking and Lot Attendant		20.07
31290 - Shuttle Bus Driver		21.85
31310 - Taxi Driver		18.66
31361 - Truckdriver, Light		23.18
31362 - Truckdriver, Medium		24.59
31363 - Truckdriver, Heavy		33.31
31364 - Truckdriver, Tractor-Trailer		33.31
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.41
99030 - Cashier		18.93
99050 - Desk Clerk		20.97
99095 - Embalmer		30.25
99130 - Flight Follower		32.91
99251 - Laboratory Animal Caretaker I		21.87
99252 - Laboratory Animal Caretaker II		23.27
99260 - Marketing Analyst		48.11
99310 - Mortician		30.39
99410 - Pest Controller		28.20
99510 - Photofinishing Worker		26.93
99710 - Recycling Laborer		40.15
99711 - Recycling Specialist		46.06
99730 - Refuse Collector		37.16
99810 - Sales Clerk		18.84
99820 - School Crossing Guard		25.17
99830 - Survey Party Chief		37.71
99831 - Surveying Aide		21.63
99832 - Surveying Technician		29.65
99840 - Vending Machine Attendant		22.08
99841 - Vending Machine Repairer		26.32
99842 - Vending Machine Repairer Helper		22.08

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 $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. 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)).

Wage Determination for King County, Washington

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.: 2015-5535 Revision No.: 27 Date Of Last Revision: 12/03/2025

State: Washington

Area: Washington Counties of King, Snohomish

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		22.36
01012 - Accounting Clerk II		25.09
01013 - Accounting Clerk III		28.07
01020 - Administrative Assistant		39.00
01035 - Court Reporter		30.10
01041 - Customer Service Representative I		20.05
01042 - Customer Service Representative II		21.88
01043 - Customer Service Representative III		24.56
01051 - Data Entry Operator I		20.28

01052 - Data Entry Operator II	22.13
01060 - Dispatcher, Motor Vehicle	28.38
01070 - Document Preparation Clerk	21.80
01090 - Duplicating Machine Operator	21.80
01111 - General Clerk I	21.05
01112 - General Clerk II	22.98
01113 - General Clerk III	25.79
01120 - Housing Referral Assistant	28.26
01141 - Messenger Courier	22.07
01191 - Order Clerk I	21.50
01192 - Order Clerk II	23.46
01261 - Personnel Assistant (Employment) I	22.93
01262 - Personnel Assistant (Employment) II	25.65
01263 - Personnel Assistant (Employment) III	28.60
01270 - Production Control Clerk	33.14
01290 - Rental Clerk	23.34
01300 - Scheduler, Maintenance	24.46
01311 - Secretary I	24.46
01312 - Secretary II	27.36
01313 - Secretary III	30.50
01320 - Service Order Dispatcher	25.37
01410 - Supply Technician	39.00
01420 - Survey Worker	25.51
01460 - Switchboard Operator/Receptionist	21.78
01531 - Travel Clerk I	25.34
01532 - Travel Clerk II	28.45
01533 - Travel Clerk III	31.82
01611 - Word Processor I	20.58
01612 - Word Processor II	23.10
01613 - Word Processor III	25.84
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.82
05010 - Automotive Electrician	28.09
05040 - Automotive Glass Installer	26.89
05070 - Automotive Worker	26.89
05110 - Mobile Equipment Servicer	24.00
05130 - Motor Equipment Metal Mechanic	29.06
05160 - Motor Equipment Metal Worker	26.89
05190 - Motor Vehicle Mechanic	29.06
05220 - Motor Vehicle Mechanic Helper	22.56
05250 - Motor Vehicle Upholstery Worker	25.46
05280 - Motor Vehicle Wrecker	26.89
05310 - Painter, Automotive	28.09
05340 - Radiator Repair Specialist	26.89
05370 - Tire Repairer	21.31
05400 - Transmission Repair Specialist	29.06
07000 - Food Preparation And Service Occupations	
07010 - Baker	21.72
07041 - Cook I	24.18
07042 - Cook II	27.10
07070 - Dishwasher	18.98
07130 - Food Service Worker	20.23
07210 - Meat Cutter	27.82
07260 - Waiter/Waitress	22.11
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	28.64
09040 - Furniture Handler	17.88
09080 - Furniture Refinisher	22.58
09090 - Furniture Refinisher Helper	19.16
09110 - Furniture Repairer, Minor	20.52
09130 - Upholsterer	27.63
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	20.47
11060 - Elevator Operator	21.41
11090 - Gardener	28.16
11122 - Housekeeping Aide	21.55
11150 - Janitor	21.55
11210 - Laborer, Grounds Maintenance	23.07
11240 - Maid or Houseman	20.61
11260 - Pruner	21.35
11270 - Tractor Operator	26.47
11330 - Trail Maintenance Worker	23.07
11360 - Window Cleaner	23.28
12000 - Health Occupations	
12010 - Ambulance Driver	30.49

12011 - Breath Alcohol Technician		34.72
12012 - Certified Occupational Therapist Assistant		36.54
12015 - Certified Physical Therapist Assistant		35.69
12020 - Dental Assistant		29.27
12025 - Dental Hygienist		63.41
12030 - EKG Technician		40.38
12035 - Electroneurodiagnostic Technologist		40.38
12040 - Emergency Medical Technician		30.49
12071 - Licensed Practical Nurse I		31.04
12072 - Licensed Practical Nurse II		34.72
12073 - Licensed Practical Nurse III		38.69
12100 - Medical Assistant		28.29
12130 - Medical Laboratory Technician		35.33
12160 - Medical Record Clerk		29.14
12190 - Medical Record Technician		32.59
12195 - Medical Transcriptionist		22.98
12210 - Nuclear Medicine Technologist		61.80
12221 - Nursing Assistant I		17.61
12222 - Nursing Assistant II		19.80
12223 - Nursing Assistant III		21.60
12224 - Nursing Assistant IV		24.23
12235 - Optical Dispenser		26.47
12236 - Optical Technician		24.24
12250 - Pharmacy Technician		28.83
12280 - Phlebotomist		24.13
12305 - Radiologic Technologist		47.85
12311 - Registered Nurse I		32.13
12312 - Registered Nurse II		39.29
12313 - Registered Nurse II, Specialist		39.29
12314 - Registered Nurse III		47.54
12315 - Registered Nurse III, Anesthetist		47.54
12316 - Registered Nurse IV		57.00
12317 - Scheduler (Drug and Alcohol Testing)		43.00
12320 - Substance Abuse Treatment Counselor		31.39
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		24.86
13012 - Exhibits Specialist II		30.79
13013 - Exhibits Specialist III		37.66
13041 - Illustrator I		27.11
13042 - Illustrator II		33.60
13043 - Illustrator III		41.08
13047 - Librarian		48.47
13050 - Library Aide/Clerk		22.13
13054 - Library Information Technology Systems Administrator		43.76
13058 - Library Technician		29.25
13061 - Media Specialist I		31.59
13062 - Media Specialist II		35.33
13063 - Media Specialist III		39.38
13071 - Photographer I		21.46
13072 - Photographer II		24.00
13073 - Photographer III		29.74
13074 - Photographer IV		36.37
13075 - Photographer V		44.01
13090 - Technical Order Library Clerk		27.79
13110 - Video Teleconference Technician		36.76
14000 - Information Technology Occupations		
14041 - Computer Operator I		30.45
14042 - Computer Operator II		34.06
14043 - Computer Operator III		37.96
14044 - Computer Operator IV		42.19
14045 - Computer Operator V		46.73
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		30.45
14160 - Personal Computer Support Technician		42.19
14170 - System Support Specialist		46.73
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		44.24
15020 - Aircrew Training Devices Instructor (Rated)		53.53

15030 - Air Crew Training Devices Instructor (Pilot)	64.15
15050 - Computer Based Training Specialist / Instructor	44.24
15060 - Educational Technologist	46.17
15070 - Flight Instructor (Pilot)	64.15
15080 - Graphic Artist	39.55
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	64.15
15086 - Maintenance Test Pilot, Rotary Wing	64.15
15088 - Non-Maintenance Test/Co-Pilot	64.15
15090 - Technical Instructor	36.44
15095 - Technical Instructor/Course Developer	44.57
15110 - Test Proctor	29.42
15120 - Tutor	29.42
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	23.17
16030 - Counter Attendant	23.17
16040 - Dry Cleaner	26.47
16070 - Finisher, Flatwork, Machine	23.17
16090 - Presser, Hand	23.17
16110 - Presser, Machine, Drycleaning	23.17
16130 - Presser, Machine, Shirts	23.17
16160 - Presser, Machine, Wearing Apparel, Laundry	23.17
16190 - Sewing Machine Operator	27.57
16220 - Tailor	28.67
16250 - Washer, Machine	24.27
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	43.36
19040 - Tool And Die Maker	49.12
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	25.21
21030 - Material Coordinator	33.14
21040 - Material Expediter	33.14
21050 - Material Handling Laborer	22.92
21071 - Order Filler	21.35
21080 - Production Line Worker (Food Processing)	25.21
21110 - Shipping Packer	25.00
21130 - Shipping/Receiving Clerk	25.00
21140 - Store Worker I	21.63
21150 - Stock Clerk	26.99
21210 - Tools And Parts Attendant	25.21
21410 - Warehouse Specialist	25.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	42.69
23019 - Aircraft Logs and Records Technician	36.23
23021 - Aircraft Mechanic I	41.35
23022 - Aircraft Mechanic II	42.69
23023 - Aircraft Mechanic III	43.93
23040 - Aircraft Mechanic Helper	32.10
23050 - Aircraft, Painter	39.97
23060 - Aircraft Servicer	36.23
23070 - Aircraft Survival Flight Equipment Technician	39.97
23080 - Aircraft Worker	38.27
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	38.27
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	41.35
23110 - Appliance Mechanic	28.86
23120 - Bicycle Repairer	25.36
23125 - Cable Splicer	62.49
23130 - Carpenter, Maintenance	36.90
23140 - Carpet Layer	30.00
23160 - Electrician, Maintenance	48.85
23181 - Electronics Technician Maintenance I	45.39
23182 - Electronics Technician Maintenance II	47.40
23183 - Electronics Technician Maintenance III	49.04
23260 - Fabric Worker	35.75
23290 - Fire Alarm System Mechanic	32.49
23310 - Fire Extinguisher Repairer	33.69
23311 - Fuel Distribution System Mechanic	46.36
23312 - Fuel Distribution System Operator	38.28
23370 - General Maintenance Worker	28.65
23380 - Ground Support Equipment Mechanic	41.35
23381 - Ground Support Equipment Servicer	36.23
23382 - Ground Support Equipment Worker	38.27
23391 - Gunsmith I	33.69
23392 - Gunsmith II	37.76

23393 - Gunsmith III	40.80
23410 - Heating, Ventilation And Air-Conditioning Mechanic	36.30
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	37.47
23430 - Heavy Equipment Mechanic	38.19
23440 - Heavy Equipment Operator	41.93
23460 - Instrument Mechanic	38.39
23465 - Laboratory/Shelter Mechanic	39.44
23470 - Laborer	22.92
23510 - Locksmith	31.32
23530 - Machinery Maintenance Mechanic	37.35
23550 - Machinist, Maintenance	35.02
23580 - Maintenance Trades Helper	23.03
23591 - Metrology Technician I	38.39
23592 - Metrology Technician II	39.64
23593 - Metrology Technician III	40.80
23640 - Millwright	42.31
23710 - Office Appliance Repairer	28.49
23760 - Painter, Maintenance	28.49
23790 - Pipefitter, Maintenance	41.90
23810 - Plumber, Maintenance	40.50
23820 - Pneudraulic Systems Mechanic	40.80
23850 - Rigger	37.11
23870 - Scale Mechanic	37.76
23890 - Sheet-Metal Worker, Maintenance	49.36
23910 - Small Engine Mechanic	26.57
23931 - Telecommunications Mechanic I	37.12
23932 - Telecommunications Mechanic II	38.32
23950 - Telephone Lineman	38.80
23960 - Welder, Combination, Maintenance	31.01
23965 - Well Driller	38.01
23970 - Woodcraft Worker	40.80
23980 - Woodworker	33.69
24000 - Personal Needs Occupations	
24550 - Case Manager	25.40
24570 - Child Care Attendant	19.32
24580 - Child Care Center Clerk	24.08
24610 - Chore Aide	22.31
24620 - Family Readiness And Support Services Coordinator	25.40
24630 - Homemaker	25.40
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	45.68
25040 - Sewage Plant Operator	42.52
25070 - Stationary Engineer	45.68
25190 - Ventilation Equipment Tender	35.46
25210 - Water Treatment Plant Operator	42.52
27000 - Protective Service Occupations	
27004 - Alarm Monitor	38.00
27007 - Baggage Inspector	20.80
27008 - Corrections Officer	38.60
27010 - Court Security Officer	43.87
27030 - Detection Dog Handler	23.27
27040 - Detention Officer	38.60
27070 - Firefighter	49.14
27101 - Guard I	20.80
27102 - Guard II	23.27
27131 - Police Officer I	49.40
27132 - Police Officer II	54.90
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	23.10
28042 - Carnival Equipment Repairer	24.58
28043 - Carnival Worker	18.64
28210 - Gate Attendant/Gate Tender	26.59
28310 - Lifeguard	19.13
28350 - Park Attendant (Aide)	29.75
28510 - Recreation Aide/Health Facility Attendant	21.71
28515 - Recreation Specialist	36.84
28630 - Sports Official	23.69
28690 - Swimming Pool Operator	27.54
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	46.74
29020 - Hatch Tender	46.74
29030 - Line Handler	46.74

29041 - Stevedore I		44.25
29042 - Stevedore II		48.80
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	51.79
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	35.71
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	39.32
30021 - Archeological Technician I		22.27
30022 - Archeological Technician II		24.91
30023 - Archeological Technician III		30.86
30030 - Cartographic Technician		30.86
30040 - Civil Engineering Technician		40.06
30051 - Cryogenic Technician I		32.83
30052 - Cryogenic Technician II		36.25
30061 - Drafter/CAD Operator I		22.27
30062 - Drafter/CAD Operator II		24.91
30063 - Drafter/CAD Operator III		27.78
30064 - Drafter/CAD Operator IV		34.17
30081 - Engineering Technician I		20.07
30082 - Engineering Technician II		22.53
30083 - Engineering Technician III		25.20
30084 - Engineering Technician IV		31.22
30085 - Engineering Technician V		38.19
30086 - Engineering Technician VI		46.21
30090 - Environmental Technician		28.91
30095 - Evidence Control Specialist		29.64
30210 - Laboratory Technician		27.78
30221 - Latent Fingerprint Technician I		35.96
30222 - Latent Fingerprint Technician II		39.71
30240 - Mathematical Technician		37.35
30361 - Paralegal/Legal Assistant I		25.05
30362 - Paralegal/Legal Assistant II		31.04
30363 - Paralegal/Legal Assistant III		37.97
30364 - Paralegal/Legal Assistant IV		45.93
30375 - Petroleum Supply Specialist		36.25
30390 - Photo-Optics Technician		30.86
30395 - Radiation Control Technician		36.25
30461 - Technical Writer I		33.56
30462 - Technical Writer II		41.05
30463 - Technical Writer III		49.66
30491 - Unexploded Ordnance (UXO) Technician I		32.91
30492 - Unexploded Ordnance (UXO) Technician II		39.82
30493 - Unexploded Ordnance (UXO) Technician III		47.73
30494 - Unexploded (UXO) Safety Escort		32.91
30495 - Unexploded (UXO) Sweep Personnel		32.91
30501 - Weather Forecaster I		34.17
30502 - Weather Forecaster II		41.57
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	26.67
30621 - Weather Observer, Senior	(see 2)	29.64
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		39.82
31020 - Bus Aide		30.22
31030 - Bus Driver		39.13
31043 - Driver Courier		21.79
31260 - Parking and Lot Attendant		20.07
31290 - Shuttle Bus Driver		21.85
31310 - Taxi Driver		18.89
31361 - Truckdriver, Light		23.18
31362 - Truckdriver, Medium		24.59
31363 - Truckdriver, Heavy		33.31
31364 - Truckdriver, Tractor-Trailer		33.31
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.41
99030 - Cashier		18.93
99050 - Desk Clerk		20.97
99095 - Embalmer		30.25
99130 - Flight Follower		32.91
99251 - Laboratory Animal Caretaker I		21.87
99252 - Laboratory Animal Caretaker II		23.27
99260 - Marketing Analyst		49.23
99310 - Mortician		30.39
99410 - Pest Controller		28.20
99510 - Photofinishing Worker		30.36
99710 - Recycling Laborer		40.15
99711 - Recycling Specialist		46.06

99730 - Refuse Collector	37.16
99810 - Sales Clerk	18.84
99820 - School Crossing Guard	25.17
99830 - Survey Party Chief	37.71
99831 - Surveying Aide	21.63
99832 - Surveying Technician	29.65
99840 - Vending Machine Attendant	22.31
99841 - Vending Machine Repairer	26.32
99842 - Vending Machine Repairer Helper	22.31

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 $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. 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*. A post-award debriefing is not appropriate as this requirement is using FAR 12.201-1 procedures. If a post-award debriefing is requested by offerors, the Government shall provide a brief explanation in accordance with FAR 12.301(b) procedures.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Provisions 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 provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.2 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.3 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures*.

(1) *Covered telecommunications and video surveillance*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at *https://www.sam.gov* for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation 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 in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $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 pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(g) *Disclosure*.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

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

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(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 offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant 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 undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

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

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

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

(h) *Executive agency review of disclosures*. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of Provision)

E.4 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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_1
http://www.va.gov/oal/library/vaar/index.asp

(End of Provision)

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Addendum to 52.212-1)

E.5 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

(a) *Evaluation factors*. 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 will be used to evaluate offers:

(1) Price
(2) Technical or Quality
(3) Past Performance

(b) *Evaluation Approach*. The Government will evaluate quotations using the comparative evaluation process outlined in RFO 12.203 (c) (2), where quotations will be compared to one another to determine which provides the best benefit to the Government. The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation. These evaluation procedures are not subject to part 15 or 14. The Government is not requesting or accepting alternate quotations. The evaluation will consider the following:

(1) *Price:* Contractor shall submit pricing on Section B.2 (Price/Cost Schedule); firm fixed unit pricing shall include all labor, overhead, profit, materials, and associated costs of the like to provide required supplies and installation services. Pricing shall not be handwritten on Section B.2 (Price/Cost Schedule) to ensure they are legible. Pricing will be priced as a total all-inclusive for the items listed in Section B.2 - CLIN 0001, 0002, 0003, 0004, etc. The quoted price from the offeror shall not exceed the stated contractor's price schedule. The offeror agrees to hold the prices in its offer firm for 60 calendar days

from the date specified for receipt of offers. Offers received that do not comply may be found non-compliant and removed from evaluation. The Government will evaluate the price by adding the total of all line-item prices. The Total Evaluated Price will be that sum.

(2) *Technical or Quality*: The quotation will be evaluated to the extent to which it can meet and/or exceed the Government's requirements as outlined in the solicitation to include technical capability and based on the information requested in the instructions to quoters section of the solicitation. Vendor's quoted proposal shall conform to the Statement of Work listed in Section D.1 and Salient Characteristics in Section D.2. The government will evaluate in accordance with the Statement of Work, Salient Characteristics and Solicitation based on information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer. Offerors shall provide written verification at the time of offer of authorization by the manufacturer to provide the end item or a statement that the offeror is the manufacturer provided at the time of offer. Failure to meet a requirement may result in an offer being determined technically unsuitable.

(3) *Past Performance:* The past performance evaluation will assess the relative risks associated with a quoter's likelihood of success in fulfilling the solicitation's requirements as indicated by the quoter's record of past performance. The past performance evaluation may be based on the contracting officer's knowledge of and previous experience with the supply or service being acquired; Customer surveys, and past performance questionnaire replies; Contractor Performance Assessment Reporting System (CPARS) at http://www.cpars.gov/; or any other reasonable basis.

The vendor shall have no negative past performance in CPARS. Vendor may provide references, **not to exceed three (3)**, which shall be for work performed **within the past three (3) years** and shall be relevant to the complexity, size, and scope of this requirement. For references, offerors shall list the following: name/address of organization; contract number/title; period of performance; brief description of contract scope and dollar value; and Point of Contact information (name/title/phone number/e-mail address). References may be from Federal/State/Local Government organizations or from commercial organizations in which the contractor performed as a Prime Contractor.

The Government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the Offeror when evaluating past performance.

If an offeror has no record of relevant past performance record or if information is not available, they will not be rated favorably or unfavorably.

By submission of its offer, the Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or sub-factors.

Offerors must read the solicitation entirely to ensure compliance with the solicitation requirements. Offers received that do not comply with the terms and conditions of the solicitation and/or have missing documentation may be considered non-compliant and may be removed from evaluation.

(c) *Questions.* Questions to this solicitation shall be submitted via electronic mail to the Contracting Officer Jennifer Robles (jennifer.robles1@va.gov). Questions shall be accepted until 1:00 PM Mountain on 06/30/2026. The Government is not obligated to respond to any questions received after that date and time. All questions received within the designated timeframe that the

Government considers relevant will be answered. Responses to questions will be provided as one consolidated response via an amendment to the solicitation that will be made available to all potential Offerors. Telephonic inquiries will not be responded to.

(d) *Notice of award.* A written notice of award or acceptance of an offer 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.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION FEB 2025)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *https://www.sam.gov*. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR 127, and the concern is identified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

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

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

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

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through *http://www.sam.gov*. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(3) *SDVOSB concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*.] The offeror represents that it [ ] is, [ ] is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture*:__.]

(5) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

(7) *WOSB join venture eligible under the WOSB Program*. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

Note to Paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) [Reserved]

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate

whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

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

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

(2) Foreign End Products:

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

[*List as necessary*]

(3) Domestic end products containing a critical component: Line Item No. _____

[*List as necessary*]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms ‘‘Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product,’’ ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ ‘‘Free Trade Agreement country,’’ ‘‘Free Trade Agreement country end product,’’ ‘‘Israeli end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’ The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

Other Foreign End Products:

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

[*List as necessary*]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. _____

[*List as necessary*]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225–3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms ‘‘Korean end product’’, ‘‘commercially available off-the shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ ‘‘Free Trade Agreement country,’’ ‘‘Free Trade Agreement country end product,’’ ‘‘Israeli end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American— Free Trade Agreements—Israeli Trade Act.’’

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled ''Buy American—Free Trade Agreements—Israeli Trade Act'':

Korean End Products or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*.

(1) *Listed end products.*

Listed end product	Listed countries of origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) __ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) __ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see

OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.,* 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(*Do not use a "doing business as" name*)

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered

suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(s) [Reserved]

(t) [Reserved]

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

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

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)