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

1. REQUISITION NO. 568-26-4-9006-0073

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C26326Q1006

6. SOLICITATION ISSUE DATE: 08-11-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Leonard Carter

b. TELEPHONE NO. (No Collect Calls): NA

8. OFFER DUE DATE/LOCAL TIME: 08-21-2026 4:00pm EDT

9. ISSUED BY CODE 36C263

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23

316 ROBERT STREET N, SUITE 506
SAINT PAUL MN 55101

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: 561210

SIZE STANDARD: $47 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 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

DEPARTMENT OF VETERANS AFFAIRS
VA Black Hills Health Care System

113 Comanche Rd.
Fort Meade SD 57741

16. ADMINISTERED BY CODE

DEPARTMENT OF VETERANS AFFAIRS
NETWORK CONTRACTING OFFICE 23

316 ROBERT STREET N, SUITE 506
SAINT PAUL MN 55101

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 Y

DEPARTMENT OF VETERANS AFFAIRS
Tungsten Electronic Invoicing
VA Tungsten Number is: AAA544240062
va.registration@tungsten-network.com
Refer to VAAR Clause 852.232-72

PHONE: 1-877-489-6135 FAX:

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

- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Fire Damper Inspection, Maintenance, and Testing Services for the Black Hills VAHCS as required by the attached SOW. Offerors shall be registered and active at System for Award Management (SAM) https://beta.sam.gov at time of offer. All questions regarding this requirement must be received by 08/17/2026 by 4:00pm EST to leonard.carter@va.gov. All quotes must be received 08/21/2026 by 4:00pm EST to leonard.carter@va.gov. Offers must follow submission instructions specified in FAR provisions 52.212-1 and 52.212-2 and their addendums. Failure to follow the submission instructions shall result in the quote being found non-responsive and shall not be considered for award. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA (See CONTINUATION Page)
568-3660162-9006-850300-2543-010055590
568-26-4-9006-0073
TBD

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)
Curt LaRose
VA-VHA-RPOC-2024-0072

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:

b. GOVERNMENT: Contracting Officer 36C263

DEPARTMENT OF VETERANS AFFAIRS

NETWORK CONTRACTING OFFICE 23

316 ROBERT STREET N, SUITE 506

SAINT PAUL MN 55101

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

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

[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [x] Upon receipt of final invoice.

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.

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

AMENDMENT NO	DATE

B.2 STATEMENT OF WORK

VA Black Hills Health Care System (VA BHHCS)

{Enter Package Number and Name}

Fire, Smoke and Combination Fire/Smoke Damper inspection, Testing, Maintenance, and Repair Services

Facilities Management – Fire Department

General Conditions and Statement of Work

1. The VA Black Hills Health Care System (VA BHHCS) has a requirement to procure a Service Agreement to provide inspection, testing and maintenance of the fire, smoke, and combination fire/smoke dampers at the VA BHHCS hospitals in Fort Meade and Hot Springs, South Dakota.
   Services shall be performed in accordance with NFPA standards, manufacturer recommendations, and VA requirements. The contractor shall perform inspection, testing, documentation, labeling, repair, and access panel installation necessary to maintain dampers in proper operating condition and according to the terms and conditions stated herein.
   The purpose of this procurement is to maintain compliance with applicable National Fire Protection Association (NFPA) standards and healthcare regulatory requirements governing inspection, testing, and maintenance of fire and smoke dampers.

PERFORMANCE:

1.1. The contractor shall provide appropriate number of trips to the VA BHHCS hospitals in Fort Meade and Hot Springs, South Dakota during the Service

Agreement period to perform the inspection/testing during our business hours. See Hours of Services section. Testing in critical areas may be required to occur during non-business hours. These activities will be coordinated with the service lines through the Contracting Officers Representative.

1.2. Contractor shall request in writing to COR a minimum of 2 weeks prior to when the activities are desired to occur, and when anticipating moving into a new area, to allow for service line coordination. Actual time given to the contractor to complete activities will be dependent on operational requirements of the service line. Prior to the start of activities, the contractor will be required to attend a Preconstruction Risk Assessment (PCRA) and implement any protective measures deemed required by the PCRA.

1.3. Services shall be performed in accordance with:

1.3.1. NFPA 80 (2025 Edition) – Standard for Fire Doors and Other Opening Protectives

1.3.2. NFPA 105 (2025 Edition) – Smoke Door Assemblies and Other Opening Protectives

1.3.3. Applicable VA life safety program requirements

HOURS OF SERVICES:

1.4. The Contractor shall perform the services as specified herein Monday through Friday with the exception of National Holidays between the hours of 8:00a.m. – 4:30p.m.

1.5. GOVERNMENT NATIONAL HOLIDAYS: The Contractor is not required to provide services on the following national holidays, nor shall the Contractor be paid for these holidays unless previously coordinated with the COR:

New Year's Day	January 1
Martin Luther King 's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11

Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

1.6. When a holiday falls on a Sunday, the following Monday will be observed as a legal holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a legal holiday by the U.S. Government agencies. Also included, would be any other day specifically declared by the President of the United States of America to be a National Holiday.

Contractor Responsibilities:

1.7. The Contractor shall take all precautions necessary to protect against injury or damage during the performance of this contract. The Contractor shall be responsible for any injury to Contractor's employees as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by contractor's employees' fault or negligence.

1.8. Contractor shall coordinate the work schedule with the VA contact. Work may be required to be performed outside of normal duty hours as required by hospital operations. Any work resulting in hours outside from 8:00am to 4:30pm CT because of operational impacts shall occur at no additional expense to the Government.

1.9. Contractor shall provide personnel on-site at VA BHHCS to perform services under this Statement of Work within 10 calendar days of request.

1.10. Contractor shall respond within five (5) calendar days to VA BHHCS inquiries or questions and provide revised documents (if necessary).

1.11. The contractor shall provide all labor, resources, and travel necessary to complete the services as required within this statement of work.

1.12. Technicians shall provide all tools and labor necessary to perform inspections, installations, repairs, as required by this statement of work.

1.13. Safety Requirements: The Contractor shall be responsible for providing safety measures to conduct the work. The Contractor shall comply with all VA and OSHA safety and security measure such as, the lock-out-tag program and special work permits. The contractor is also required to coordinate with the VATR or designee to gain access to the specific work area along with obtaining identification badges for all personnel prior to commencement of services.

1.14. It shall be understood that, throughout performance of the contract, the Contractor's personnel, while on VA property, shall adhere to all requirements and regulations that govern the VA Health Care System and its property.

1.15. Among all other requirements, the VA Health Care System and its property is entirely smoke-free.

1.16. Contractor and their personnel shall follow all U.S. Department of Veterans Affairs (VA) policies, standard operating procedures, applicable laws, and applicable regulations while on VA property. Violations of this may result in citation and disciplinary measures for persons violating the law.

1.17. Contractor and their personnel shall always wear visible identification while they are on premises.
1.18. Possession of weapons is prohibited.
1.19. Contractor shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract.

VA BHHCS Responsibilities:

1.20. Provide any current available formats of damper locations.
1.21. Provide excel spreadsheet which will be used as a shared resource to update inventories, track findings, and everything necessary for documentation purposes for this contract.
1.22. VA BHHCS will consider requests made by the contractor that are considered reasonable by VA BHHCS and have been presented in writing as indicated in paragraph 2.2
1.23. CONTRACTOR PERSONNEL ACCEPTANCE: The Government reserves the right to accept or reject Contractor's staff for the rendering of services. Complaints concerning Contract Personnel's performance or conduct shall be dealt with by the Contractor, VA representative and the final decision made by the Contracting Officer.

Overall reporting requirements

1.24. Spreadsheet:
1.24.1. Contractor shall track changes in provided excel spreadsheet to aid in updating VHA records.
1.25. Drawings:
1.25.1. Provide updated drawings in AutoCAD and pdf format.

Field Verification (CLIN1)

1.26. Applicable to Active Fire, Active Smoke, and Abandoned Fire dampers.
1.26.1. Confirm access for each damper and document deficiencies. Note which access panel or inspection fitting from paragraph 9 provide access to inspect damper for inaccessible dampers.
1.26.2. Confirm damper at location can be tested or witnessed from access point.
1.26.3. Label every damper on the VA provided inventory and any found that are not included in the inventory in the "Description/Location" column.
1.26.3.1. Red background with white font. Size 12 print minimum.
1.26.3.1.1. Dampers above lay-in ceilings.
1.26.3.1.1.1. Ceiling grid labeled with damper number found in spreadsheet. 7.1.3.1.1.2. Damper labeled above ceiling with damper number found in spreadsheet.
1.26.3.1.2. Dampers in mechanical room areas.

1.26.3.1.2.1. Label by applicable access panel with damper number found in spreadsheet.

1.26.3.1.2.2. Contractor shall remove all old labels found for all dampers covered by this statement of work.

1.26.4. Relocate fire alarm devices to gain access as required.

1.27. Reporting:

1.27.1. Update details in VA provided spreadsheet where found incorrect, incomplete or in addition to existing information in the description column.

1.27.1.1. Duct size

1.27.1.2. What ductwork is serving. Supply air, exhaust air, and return air.

1.27.1.3. Description where to find damper.

1.27.1.4. Room number.

1.27.1.5. Damper orientation (Vertical = perpendicular to ground and Horizontal = parallel to ground).

1.27.1.6. Eliminate duplicates.

1.27.2. Document access in the “deficiencies” column for each damper in VA provided spreadsheet. Include details for which damper access device size would provide access to observe or test damper. Contractor must note largest possible access panel that ductwork can support.

Inspection and Testing

1.28. Abandoned Damper inspection (CLIN2)

1.28.1. Applicable to abandoned Fire dampers.

1.28.2. Confirm fire dampers are closed at locations identified in inventory.

1.28.3. Reporting:

1.28.3.1. Document observations in VA provided spreadsheet.

1.29. Smoke and Fire/Smoke Damper Testing and Inspection (CLIN3)

1.29.1. Applicable to Fire/Smoke dampers.

1.29.2. Test as per current adopted NFPA 80 requirements

1.29.3. Contractor shall include personal required to operate fire alarm panel.

1.29.4. Contractor shall include personal required to safely operate elevators for contractor to access dampers in elevator shafts.

1.29.4.1. Reporting: Document observations in VA provided spreadsheet for all eight entries for inspection of damper.

1.30. Fire damper Testing and Inspection (CLIN4)

1.30.1. Applicable to active Fire dampers.

1.30.2. Test as per current adopted NFPA 80 requirements.

1.30.3. Reporting:

1.30.3.1. Document observations in VA provided spreadsheet for all entries for inspection of damper.

2. Parts for repair (CLIN9)

2.1. If repairs resultant from inspections are identified, the Contractor shall provide all replacement parts needed to keep the failed component in operating condition as originally designed by the manufacturer. Parts may be repaired or replaced, as the contractor deems appropriate, so long as amount listed in

CLINs for Parts Repair cited in Section B.2 (Price/Cost Schedule) are not exceeded. No used parts will be used to repair this equipment.

2.2. For repairs, Contractor shall furnish the VATR with a written estimate of the cost to make necessary repairs. Contractor shall also provide a comparison quote to the VATR for what that item would have cost for commercial pricing so Government has basis for making price fair and reasonableness determination, or as alternative, Contractor shall provide a quote provided to another federal agency for similar item for determination purposes. If cost exceeds cost listed for applicable line item in Section B.2 (Price/Cost Schedule), the Contracting Officer shall consider issuing a bilateral contract modification to increase funding for this line item per coordination with VATR, that includes supporting documentation as cited above.

2.3. Access Panels

2.3.1. Small access panel (CLIN5)

2.3.1.1. Contractor shall provide, modify ductwork, patch and repair insulation, and install access panels ranging from 6/6, 8/8, or 10/10.

2.3.1.2. Square door with double cam.1

2.3.2. Medium access panel (CLIN6)

2.3.2.1. Contractor shall provide, modify ductwork, patch and repair insulation, and install access panels ranging from 10/10, 12/12, or 14/14.

2.3.2.2. Square door with double cam.1

2.3.3. Large access panel (CLIN7)

2.3.3.1. Contractor shall provide, modify ductwork, patch and repair insulation, and install access panels ranging from 16/16, 18/18, 20/20, 22/22 or 24/24.

2.3.3.2. Square door with double cam.1

2.3.4. **Access Panel Requirements**: Ductmate industries or approved equal double cam access doors. To provide easy access into air ducts and units. This door was developed as an inexpensive alternative to the Ductmate Sandwich® Access Door, for low pressure applications.

2.3.4.1. TECHNICAL INFORMATION:

2.3.4.1.1. DOOR Consists of two, 24 gauge galvanized steel panels mechanically locked together

2.3.4.1.2. INSULATION 1” High density fiberglass insulation with UL classification: FHC25/50 and R-value 4.2.

2.3.4.1.3. GASKET Closed cell cross-linked polyethylene gasket with a service temperature range of -70°F to 175°F. The gasket is bonded to the inside of both the Dovetail and Press-On frames and also to the outside of the Dovetail frame only. Double Sided Adhesive Gasket: Closed cell cross-linked polyethylene is UL94HF1 listed with a service temperature range of -110°F to 158°F. This gasket is bonded to the outside of the Press-On frame only.

2.3.4.1.4. DOVETAIL FRAME Frames measuring 6” x 6” to 12” x 12” are manufactured from 24-gauge galvanized steel. Frames measuring 14” x 14” to 24” x 24” are manufactured from 22-gauge galvanized steel. All frames are manufactured with fastened

corners for increased strength and an improved Dovetail design for easy installation on Metal Duct, 1” Duct Board or 1½” Duct Board.

2.3.4.1.5. PRESS-ON FRAME Frames measuring 6” x 6” to 12” x 12” are manufactured from 24-gauge galvanized steel. Frames measuring 14” x 14” to 24” x 24” are manufactured from 22-gauge galvanized steel. A durable double sided adhesive gasket allows for easy installation to metal ductwork.

2.3.4.1.6. CAM & LATCH The cam is manufactured from 16-gauge galvanized steel and the latch is manufactured from 20-gauge galvanized steel. Each cam is secured to the door with a rivet. The latch is securely fastened to the frame.

2.4. Camera Inspection Hole Plug (CLIN8)

2.4.1. Contractor shall provide, modify ductwork, patch and repair insulation, and install hole plugs.

2.4.2. **Button Plugs with Recessed-Type Heads**: Black Low-density polyethylene with recessed type heads secured in place by bead. Service Temperature: -94 - 175° F.

BADGES AND PARKING:

2.5. All Contractor personnel are required to wear identification (I.D.) badges issued by the VA BHHCS Engineering office during the entire time they are on the VA BHHCS grounds.

2.6. It is the responsibility of the Contractor’s personnel to park in the appropriate designated parking areas. Parking information is available from the VA BHHCS security office. The VA BHHCS shall not validate or make reimbursement for parking violations of the Contractor’s personnel under any circumstance.

AUTHORIZED SERVICES:

2.7. Only those services specified herein are authorized under this contract. Prior to performing any service of a non-contract nature, the Contracting Officer (CO) must be advised of the reasons for this additional work. Only the Contracting Officer may authorize additional services, and reimbursement will not be made unless prior authorization has been obtained.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	JB	_____	_____
	Damper Inspection and Testing Contract Period: Base POP Begin: 09-01-2026 POP End: 12-01-2026 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: H342 - Inspection - Fire Fighting, Rescue, and Safety Equipment; Environmental Protection Equipment and Materials LOCAL STOCK NUMBER: na				
0002		1.00	JB	_____	_____
	Damper Repairs [Labor and Typical Parts Range] Contract Period: Base POP Begin: 09-01-2026 POP End: 12-01-2026 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: H342 - Inspection - Fire Fighting, Rescue, and Safety Equipment; Environmental Protection Equipment and Materials LOCAL STOCK NUMBER: na				
0003		1.00	JB	_____	_____
	Access Panel Installation [S/M/L] Contract Period: Base POP Begin: 09-01-2026 POP End: 12-01-2026 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: H342 - Inspection - Fire Fighting, Rescue, and Safety Equipment; Environmental Protection Equipment and Materials LOCAL STOCK NUMBER: na				
0004		1.00	JB	_____	_____
	Camera Inspection Hole Plug Installation - included with price for inspection. Contract Period: Base POP Begin: 09-01-2026 POP End: 12-01-2026 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: H342 - Inspection - Fire Fighting, Rescue, and Safety Equipment; Environmental Protection Equipment and Materials LOCAL STOCK NUMBER: na				
0005		1.00	JB	_____	_____
	Travel/Mobilization Fees to Fort Meade & Hot Springs, SD - Travel/Mobilization Fees to Fort Meade & Hot Springs, SD Included in inspection and testing price. Contract Period: Base POP Begin: 09-01-2026 POP End: 12-01-2026 PRINCIPAL NAICS CODE: 561210 - Facilities Support Services PRODUCT/SERVICE CODE: H342 - Inspection - Fire Fighting, Rescue, and Safety Equipment; Environmental Protection Equipment and Materials LOCAL STOCK NUMBER: na				
				GRAND TOTAL	_____

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *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.

(c) *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.

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

(e) *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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *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;

(D) Contractor point of contact; and

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

(5) *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 FAR part 33 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 FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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 under this contract 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) *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; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract,

(5) Solicitation provisions incorporated in the solicitation.

(6) Other paragraphs of this clause.

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations*.

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period

required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(u) *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:

(End of Addendum to 52.212-4)

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 30 days.

(End of Clause)

C.3 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.5 52.223-23 SUSTAINABLE PRODUCTS (NOV 2025) (DEVIATION)

(a) Definitions. As used in this clause—

Sustainable products means—

(1) A product that contains recovered material designated by the EPA under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (*https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products*).

(2) An energy-efficient product or low standby power device (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/femp/search-energy-efficient-products, https://www.energystar.gov/products?s=mega, and https://www.energy.gov/femp/low-standby-power-product-list).

(3) A biobased product that meets the content requirements of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR Part 4270) (https://www.biopreferred.gov/)

(4) A substance identified in the EPA's Significant New Alternatives Policy (SNAP) program as a safe alternative to an ozone-depleting substance (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap/unacceptable-and-acceptable-substitutes-tables).

(b) Requirements. The Government has identified in the statement of work or elsewhere in the contract the sustainable products that are required during the performance of this contract. The Contractor shall ensure that it provides sustainable products as required by this contract, when the products are—

(1) Delivered to the Government;

(2)Furnished for use by the Government;

(3) Incorporated into the construction of a public building or public work; or

(c) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract.

(End of Clause)

C.6 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the

System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately

delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders*.

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

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) *New FASCSA orders report*.

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

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

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

office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

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

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

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

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

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

(End of Provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of Clause)

FAR Number	Title	Date
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	JUN 2023
52.204-29	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES	DEC 2023
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.222-3	CONVICT LABOR	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-41	SERVICE CONTRACT LABOR STANDARDS	AUG 2018
52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2022

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
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025

FAR Number	**Title**	**Date**
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-10	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
52.222-3	CONVICT LABOR (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
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
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
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
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) *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. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. 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) 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.

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) *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. However, the Government reserves the right to conduct discussions, if 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.

(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award.

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

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

(End of Provision)

E.2 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

SUBMISSION INSTRUCTIONS

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:

a) General Instructions:

(1) Electronic Submissions is the preferred method: Quoters shall email their quotes to leonard.carter@va.gov and must have the solicitation number indicated in the Subject line. Files

must be readable using Microsoft Office 2007 or later: Word Document (Doc or Docx) and Excel. Files in Adobe* PDF Files – when scanning documents, scanner resolution should be set at least 200 dots per inch (dpi). Zipped files are not acceptable.

(2) Follow the quote preparation instructions as given in the solicitation and prepare your response by providing the requirement and supporting documents. Quoters must be registered in the System for Award Management (SAM) https://www.sam.gov and have a Unique Entity Identification (UEI). Service-Disabled Veteran Owned and Veteran Owned Small Business must be registered with Veteran Small Business Certification (VetCert) (https://veterans.certify.sba.gov/)

(3) Timeliness. Make note of the solicitation closing date and time listed on the first page of the solicitation, **Block 8**.

b) Instructions for Preparation and Submission of offers / quotes/ proposals:

Quote Format and Content - The quote must have information identifying the offeror, the solicitation number and the contents as outlined below. The quote must be complete, self-sufficient, and respond directly to the requirements of the solicitation. It is requested to separate your documents as described below.

(1) Volume One –Pricing shall contain the following:

i. Price/Cost Schedule should be submitted fully completed. Price Schedule shall contain prices for the established Contract Line-Item Numbers (CLINs) set forth in the section to include prices for the Period of Performance.

(2) Volume Two – Administrative documents shall contain the following:

i. a. Standard Form 1449 (SF-1449) and Amendments:

a. SF-1449 shall be submitted fully completed. Offers must complete page 1 of the SF-1449 by completing sections 30a, 30b, and 30c.

b. The contractor shall acknowledge all amendments to the solicitation that may be issued.

ii. Authorized Distributor letter from the manufacturer within the past year must be submitted. (If applicable)

(3) Volume Three – Evaluation Factors:

i. Offeror shall provide narrative providing description of existing capability to meet the requirements contained in the Statement of Work and evaluation factors. Narrative should be in as much detail as possible to fully explain the technical capability.

(End of Addendum to 52.212-1)

(End of Addendum to 52.212-1)

E.3 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation and is most advantageous to the Government, a Best Value evaluation shall be used to evaluate offers.

The Government will utilize the following evaluation factors in make the award decision:

Factor 1: Technical Capability

Factor 2: Past Performance

Factor 3: Veteran's Involvement

Factor 4: Price

THE FOLLOWING EVALUATION METHODOLOGY WILL BE UTILIZED:

All quotes shall be subject to evaluation by Government personnel. The Government intends to make award based on the initial offers. If further questions are required, the Contracting Officer may contact the offerors for clarifications. The Government reserves the right to award without discussions based on initial evaluation of offers. The quotes will be evaluated strictly in accordance with its written content.

NOTE: Failure to submit any of the required information, statements, or certifications may result in rejection of the quote without further consideration for award.

Factor 1 (Technical Capability)

The offeror's technical capability shall be evaluated based on offeror providing capability statement summarizing its knowledge and ability to provide items in Statement of Work/Performance Work Statement.

Technical Capability will be evaluated as either Acceptable or Unacceptable. To be considered for award, a rating of "Acceptable" must be achieved by offeror.

Factor 2 (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); or any other reasonable basis.

Factor 3 (Veterans Involvement)

Pursuant to VAAR 813.003-70 (c) (2), to the extent that market research does not support an SDVOSB or VOSB set-aside, the Contracting Officer shall include evaluation factors prescribed at VAAR 815.304

Factor 4 (Price)

The offeror's total estimated price for will be evaluated to ensure that they are fair and reasonable. Prices will be evaluated for completeness, and any incomplete pricing could result in the offeror being considered non-responsive. The Government reserves the right to make an award to other than the lowest priced offeror.

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

(End of Provision)

E.4 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.5 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.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that

must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of Provision)

FAR Number	Title	Date
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

"

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.: 2015-5367
Revision No.: 31
Date Of Last Revision: 5/13/2026

State: South Dakota

Area: South Dakota Counties of Custer, Meade and Pennington

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.27
01012 - Accounting Clerk II		19.38
01013 - Accounting Clerk III		21.68
01020 - Administrative Assistant		24.36
01035 - Court Reporter		21.53
01041 - Customer Service Representative I		14.57
01042 - Customer Service Representative II		15.90
01043 - Customer Service Representative III		17.84
01051 - Data Entry Operator I		15.72
01052 - Data Entry Operator II		17.15
01060 - Dispatcher, Motor Vehicle		19.16
01070 - Document Preparation Clerk		17.15
01090 - Duplicating Machine Operator		17.15
01111 - General Clerk I		15.51
01112 - General Clerk II		16.93
01113 - General Clerk III		19.00
01120 - Housing Referral Assistant		24.00
01141 - Messenger Courier		13.97
01191 - Order Clerk I		15.72
01192 - Order Clerk II		17.15
01261 - Personnel Assistant (Employment) I		19.25
01262 - Personnel Assistant (Employment) II		21.53
01263 - Personnel Assistant (Employment) III		24.00
01270 - Production Control Clerk		23.61
01290 - Rental Clerk		17.09
01300 - Scheduler, Maintenance		19.25
01311 - Secretary I		19.25
01312 - Secretary II		21.53
01313 - Secretary III		24.00
01320 - Service Order Dispatcher		17.13
01410 - Supply Technician		24.36
01420 - Survey Worker		20.14
01460 - Switchboard Operator/Receptionist		17.41
01531 - Travel Clerk I		17.08
01532 - Travel Clerk II		18.15
01533 - Travel Clerk III		19.25
01611 - Word Processor I		17.15
01612 - Word Processor II		19.25
01613 - Word Processor III		21.53
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		24.79
05010 - Automotive Electrician		22.98
05040 - Automotive Glass Installer		21.50
05070 - Automotive Worker		21.50
05110 - Mobile Equipment Servicer		18.57
05130 - Motor Equipment Metal Mechanic		24.43
05160 - Motor Equipment Metal Worker		21.50
05190 - Motor Vehicle Mechanic		24.43
05220 - Motor Vehicle Mechanic Helper		17.07
05250 - Motor Vehicle Upholstery Worker		20.03
05280 - Motor Vehicle Wrecker		21.50
05310 - Painter, Automotive		22.98
05340 - Radiator Repair Specialist		21.50
05370 - Tire Repairer		17.34
05400 - Transmission Repair Specialist		24.43
07000 - Food Preparation And Service Occupations		
07010 - Baker		17.55

07041 - Cook I		17.00
07042 - Cook II		19.68
07070 - Dishwasher		13.23
07130 - Food Service Worker		14.53
07210 - Meat Cutter		17.81
07260 - Waiter/Waitress		14.01
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter		23.12
09040 - Furniture Handler		14.19
09080 - Furniture Refinisher		23.12
09090 - Furniture Refinisher Helper		17.18
09110 - Furniture Repairer, Minor		20.16
09130 - Upholsterer		23.12
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles		14.90
11060 - Elevator Operator		15.60
11090 - Gardener		19.38
11122 - Housekeeping Aide		15.60
11150 - Janitor		15.60
11210 - Laborer, Grounds Maintenance		14.71
11240 - Maid or Houseman		13.52
11260 - Pruner		13.18
11270 - Tractor Operator		17.82
11330 - Trail Maintenance Worker		14.71
11360 - Window Cleaner		17.42
12000 - Health Occupations		
12010 - Ambulance Driver		17.97
12011 - Breath Alcohol Technician		21.55
12012 - Certified Occupational Therapist Assistant		29.57
12015 - Certified Physical Therapist Assistant		26.79
12020 - Dental Assistant		22.60
12025 - Dental Hygienist		40.39
12030 - EKG Technician		32.65
12035 - Electroneurodiagnostic Technologist		32.65
12040 - Emergency Medical Technician		17.97
12071 - Licensed Practical Nurse I		19.27
12072 - Licensed Practical Nurse II		21.55
12073 - Licensed Practical Nurse III		24.02
12100 - Medical Assistant		18.66
12130 - Medical Laboratory Technician		25.42
12160 - Medical Record Clerk		22.32
12190 - Medical Record Technician		24.97
12195 - Medical Transcriptionist		23.98
12210 - Nuclear Medicine Technologist		47.36
12221 - Nursing Assistant I		13.00
12222 - Nursing Assistant II		14.62
12223 - Nursing Assistant III		15.96
12224 - Nursing Assistant IV		17.91
12235 - Optical Dispenser		18.04
12236 - Optical Technician		19.27
12250 - Pharmacy Technician		21.16
12280 - Phlebotomist		16.96
12305 - Radiologic Technologist		33.57
12311 - Registered Nurse I		27.33
12312 - Registered Nurse II		33.42
12313 - Registered Nurse II, Specialist		33.42
12314 - Registered Nurse III		40.44
12315 - Registered Nurse III, Anesthetist		40.44
12316 - Registered Nurse IV		48.48
12317 - Scheduler (Drug and Alcohol Testing)		26.70
12320 - Substance Abuse Treatment Counselor		25.69
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		19.21
13012 - Exhibits Specialist II		23.80
13013 - Exhibits Specialist III		29.12
13041 - Illustrator I		19.21
13042 - Illustrator II		23.80
13043 - Illustrator III		29.12
13047 - Librarian		26.36
13050 - Library Aide/Clerk		15.30
13054 - Library Information Technology Systems Administrator		23.80
13058 - Library Technician		16.65
13061 - Media Specialist I		17.17
13062 - Media Specialist II		19.21
13063 - Media Specialist III		21.42
13071 - Photographer I		17.17
13072 - Photographer II		19.21
13073 - Photographer III		23.80
13074 - Photographer IV		29.12
13075 - Photographer V		35.22
13090 - Technical Order Library Clerk		19.21
13110 - Video Teleconference Technician		17.17
14000 - Information Technology Occupations		
14041 - Computer Operator I		16.33
14042 - Computer Operator II		18.27
14043 - Computer Operator III		20.36
14044 - Computer Operator IV		22.63
14045 - Computer Operator V		25.06
14071 - Computer Programmer I	(see 1)	20.48
14072 - Computer Programmer II	(see 1)	25.37
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		16.33
14160 - Personal Computer Support Technician		24.25
14170 - System Support Specialist		25.06
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		34.68
15020 - Aircrew Training Devices Instructor (Rated)		41.97
15030 - Air Crew Training Devices Instructor (Pilot)		50.30
15050 - Computer Based Training Specialist / Instructor		34.68
15060 - Educational Technologist		29.57
15070 - Flight Instructor (Pilot)		50.30
15080 - Graphic Artist		21.66
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		50.30
15086 - Maintenance Test Pilot, Rotary Wing		50.30
15088 - Non-Maintenance Test/Co-Pilot		50.30
15090 - Technical Instructor		23.86
15095 - Technical Instructor/Course Developer		29.19
15110 - Test Proctor		19.26
15120 - Tutor		19.26
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		13.02
16030 - Counter Attendant		13.02
16040 - Dry Cleaner		14.87
16070 - Finisher, Flatwork, Machine		13.02
16090 - Presser, Hand		13.02
16110 - Presser, Machine, Drycleaning		13.02
16130 - Presser, Machine, Shirts		13.02
16160 - Presser, Machine, Wearing Apparel, Laundry		13.02
16190 - Sewing Machine Operator		15.49
16220 - Tailor		16.10
16250 - Washer, Machine		13.64
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		27.04
19040 - Tool And Die Maker		33.97
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.01
21030 - Material Coordinator		23.61
21040 - Material Expediter		23.61
21050 - Material Handling Laborer		17.67
21071 - Order Filler		16.69
21080 - Production Line Worker (Food Processing)		21.01
21110 - Shipping Packer		19.11
21130 - Shipping/Receiving Clerk		19.11
21140 - Store Worker I		14.06
21150 - Stock Clerk		19.36
21210 - Tools And Parts Attendant		21.01
21410 - Warehouse Specialist		21.01
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.78
23019 - Aircraft Logs and Records Technician		30.70
23021 - Aircraft Mechanic I		37.43
23022 - Aircraft Mechanic II		39.78
23023 - Aircraft Mechanic III		42.09
23040 - Aircraft Mechanic Helper		26.17
23050 - Aircraft, Painter		35.22
23060 - Aircraft Servicer		30.70
23070 - Aircraft Survival Flight Equipment Technician		35.22
23080 - Aircraft Worker		32.96
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		32.96
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		37.43
23110 - Appliance Mechanic		26.31
23120 - Bicycle Repairer		21.84
23125 - Cable Splicer		40.43
23130 - Carpenter, Maintenance		21.81
23140 - Carpet Layer		25.29
23160 - Electrician, Maintenance		27.60
23181 - Electronics Technician Maintenance I		26.79
23182 - Electronics Technician Maintenance II		28.64
23183 - Electronics Technician Maintenance III		30.44
23260 - Fabric Worker		23.56
23290 - Fire Alarm System Mechanic		27.24
23310 - Fire Extinguisher Repairer		21.84
23311 - Fuel Distribution System Mechanic		34.08
23312 - Fuel Distribution System Operator		26.62
23370 - General Maintenance Worker		21.84
23380 - Ground Support Equipment Mechanic		37.43
23381 - Ground Support Equipment Servicer		30.70
23382 - Ground Support Equipment Worker		32.96
23391 - Gunsmith I		21.84
23392 - Gunsmith II		25.29
23393 - Gunsmith III		28.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic		28.40
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)		30.16

23430 - Heavy Equipment Mechanic		31.71
23440 - Heavy Equipment Operator		26.89
23460 - Instrument Mechanic		28.74
23465 - Laboratory/Shelter Mechanic		27.04
23470 - Laborer		17.67
23510 - Locksmith		27.04
23530 - Machinery Maintenance Mechanic		29.36
23550 - Machinist, Maintenance		25.55
23580 - Maintenance Trades Helper		20.08
23591 - Metrology Technician I		28.74
23592 - Metrology Technician II		30.52
23593 - Metrology Technician III		32.30
23640 - Millwright		28.74
23710 - Office Appliance Repairer		24.33
23760 - Painter, Maintenance		22.10
23790 - Pipefitter, Maintenance		27.44
23810 - Plumber, Maintenance		25.82
23820 - Pneudraulic Systems Mechanic		28.74
23850 - Rigger		28.74
23870 - Scale Mechanic		25.29
23890 - Sheet-Metal Worker, Maintenance		23.24
23910 - Small Engine Mechanic		20.88
23931 - Telecommunications Mechanic I		28.84
23932 - Telecommunications Mechanic II		30.64
23950 - Telephone Lineman		27.17
23960 - Welder, Combination, Maintenance		23.21
23965 - Well Driller		28.74
23970 - Woodcraft Worker		28.74
23980 - Woodworker		21.84
24000 - Personal Needs Occupations		
24550 - Case Manager		16.17
24570 - Child Care Attendant		12.78
24580 - Child Care Center Clerk		15.93
24610 - Chore Aide		17.35
24620 - Family Readiness And Support Services Coordinator		16.17
24630 - Homemaker		16.50
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		25.55
25040 - Sewage Plant Operator		24.04
25070 - Stationary Engineer		25.55
25190 - Ventilation Equipment Tender		17.86
25210 - Water Treatment Plant Operator		24.04
27000 - Protective Service Occupations		
27004 - Alarm Monitor		23.18
27007 - Baggage Inspector		17.52
27008 - Corrections Officer		25.54
27010 - Court Security Officer		23.41
27030 - Detection Dog Handler		19.60
27040 - Detention Officer		25.54
27070 - Firefighter		23.41
27101 - Guard I		17.52
27102 - Guard II		19.60
27131 - Police Officer I		26.66
27132 - Police Officer II		29.65
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		18.38
28042 - Carnival Equipment Repairer		19.99
28043 - Carnival Worker		13.59
28210 - Gate Attendant/Gate Tender		26.00
28310 - Lifeguard		16.60
28350 - Park Attendant (Aide)		29.09
28510 - Recreation Aide/Health Facility Attendant		21.23
28515 - Recreation Specialist		36.03
28630 - Sports Official		23.17
28690 - Swimming Pool Operator		23.14
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		25.29
29020 - Hatch Tender		25.29
29030 - Line Handler		25.29
29041 - Stevedore I		23.56
29042 - Stevedore II		27.04
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	46.07
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	31.77
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	34.99
30021 - Archeological Technician I		19.44
30022 - Archeological Technician II		21.74
30023 - Archeological Technician III		26.94
30030 - Cartographic Technician		26.94
30040 - Civil Engineering Technician		26.00
30051 - Cryogenic Technician I		29.84
30052 - Cryogenic Technician II		32.96
30061 - Drafter/CAD Operator I		19.44
30062 - Drafter/CAD Operator II		21.74
30063 - Drafter/CAD Operator III		24.25
30064 - Drafter/CAD Operator IV		29.84
30081 - Engineering Technician I		17.32
30082 - Engineering Technician II		19.44

30083 - Engineering Technician III		21.74
30084 - Engineering Technician IV		26.94
30085 - Engineering Technician V		32.96
30086 - Engineering Technician VI		39.87
30090 - Environmental Technician		26.94
30095 - Evidence Control Specialist		26.94
30210 - Laboratory Technician		24.25
30221 - Latent Fingerprint Technician I		29.84
30222 - Latent Fingerprint Technician II		32.96
30240 - Mathematical Technician		26.94
30361 - Paralegal/Legal Assistant I		20.87
30362 - Paralegal/Legal Assistant II		25.85
30363 - Paralegal/Legal Assistant III		31.61
30364 - Paralegal/Legal Assistant IV		38.25
30375 - Petroleum Supply Specialist		32.96
30390 - Photo-Optics Technician		26.94
30395 - Radiation Control Technician		32.96
30461 - Technical Writer I		26.94
30462 - Technical Writer II		32.96
30463 - Technical Writer III		39.87
30491 - Unexploded Ordnance (UXO) Technician I		29.28
30492 - Unexploded Ordnance (UXO) Technician II		35.43
30493 - Unexploded Ordnance (UXO) Technician III		42.46
30494 - Unexploded (UXO) Safety Escort		29.28
30495 - Unexploded (UXO) Sweep Personnel		29.28
30501 - Weather Forecaster I		29.84
30502 - Weather Forecaster II		36.29
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	24.25
30621 - Weather Observer, Senior	(see 2)	26.94
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		35.43
31020 - Bus Aide		15.99
31030 - Bus Driver		22.73
31043 - Driver Courier		19.37
31260 - Parking and Lot Attendant		14.23
31290 - Shuttle Bus Driver		16.51
31310 - Taxi Driver		14.12
31361 - Truckdriver, Light		21.07
31362 - Truckdriver, Medium		22.73
31363 - Truckdriver, Heavy		27.08
31364 - Truckdriver, Tractor-Trailer		27.08
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		17.27
99030 - Cashier		14.10
99050 - Desk Clerk		14.13
99095 - Embalmer		29.28
99130 - Flight Follower		29.28
99251 - Laboratory Animal Caretaker I		15.27
99252 - Laboratory Animal Caretaker II		16.61
99260 - Marketing Analyst		31.40
99310 - Mortician		29.28
99410 - Pest Controller		24.94
99510 - Photofinishing Worker		15.39
99710 - Recycling Laborer		17.17
99711 - Recycling Specialist		20.67
99730 - Refuse Collector		15.50
99810 - Sales Clerk		15.66
99820 - School Crossing Guard		15.72
99830 - Survey Party Chief		27.82
99831 - Surveying Aide		17.91
99832 - Surveying Technician		23.30
99840 - Vending Machine Attendant		20.41
99841 - Vending Machine Repairer		25.70
99842 - Vending Machine Repairer Helper		20.41

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 10 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. (See 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))""
"