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

1. REQUISITION NO.	PAGE 1 OF 58

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C24526Q0652	07-30-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Sylvia Honesty	410-642-2411	08-14-2026 15:00 EDT

9. ISSUED BY — CODE 19ACQ

Department of Veterans Affairs
VA Maryland Health Care System
Contracting Officer (19ACQ)
P.O. Box 1000, Bldg. 101, Room 43
Perry Point MD 21902

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: 621610

SIZE STANDARD: $19 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
[ ] SEE SCHEDULE		[ ]	N/A

14. METHOD OF SOLICITATION: [X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE 19ACQ

Department of Veterans Affairs
VA Maryland Health Care System
Contracting Officer (19ACQ)
P.O. Box 1000, Bldg. 101, Room 43
Perry Point MD 21902

16. ADMINISTERED BY — CODE 19ACQ

Department of Veterans Affairs
VA Maryland Health Care System
Contracting Officer (19ACQ)
P.O. Box 1000, Bldg. 101C Room 43
Perry Point MD 21902

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 1

PAYMENT WILL BE MADE BY
FSC e-Invoice Payment
Invoice must be submitted electronically
http://www.fsc.va.gov/einvoice.asp
Invoice Setup Information 1-877-489-6135

PHONE: FAX:

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contractor shall provide contingency chemotherapy compounding services in accordance with the Statement of Work for the Louis A. Johnson VA Medical Center. Questions and Offers shall be submitted by the dates listed in Section E of this solicitation. See instructions for offerors in Section E. Responses can be sent to Contract Specialist Sylvia Honesty at Sylvia.Honesty@va.gov				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

[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)	31c. DATE SIGNED
		Mark Smith VA-VHA-RPOE-2024-0087	

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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 36C245
Department of Veterans Affairs
VA Maryland Health Care System
Contracting Officer (19ACQ)
P.O. Box 1000, Bldg. 101, Room 43
Perry Point MD 21902

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []
b. Semi-Annually []
c. Other [X] Monthly, in arrears

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

Contingency Chemotherapy Compounding Services
Louis A. Johnson VA Medical Center

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1. Background

The Louis A. Johnson VA Medical Center (LAJVAMC), Inpatient Pharmacy, requires an IDIQ contingency contract to provide hazardous chemotherapy compounding services in the event the sole intravenous (IV) room becomes non-operational. Because the medical center has only one IV room capable of hazardous drug compounding, any shutdown will eliminate the ability to prepare hazardous chemotherapy agents in-house. This contract will ensure uninterrupted access to patient-specific, aseptically compounded chemotherapy preparations as Task Orders are issued based on real-time patient treatment requirements.

This contract will ensure uninterrupted access to patient-specific, aseptically compounded chemotherapy preparations as Task Orders are issued based on real-time patient treatment requirements.

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2. Scope of Work

The Contractor shall provide on-demand hazardous drug compounding for patient-specific chemotherapy orders throughout the period of performance. Actual quantities of medication and patient needs are unknown until an order is issued upon the request of LAJVAMC.

Each Order will:
• Identify patient-specific chemotherapy regimens
• Specify required agents, dosages, administration dates, delivery timeline
• Provide shipping and invoicing requirements for that order

The Contractor shall supply all drugs, supplies, equipment, and materials required to fulfill each order.

Clinical workflow: Chemotherapy regimens are typically finalized about one week before the scheduled infusion time. Orders are usually placed well in advance, but due to shipping limitations, a minimum acceptable time between order submission and dose arrival is 24–48 hours. There are no regimens that routinely require same-day or emergent compounding and delivery.

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3. Specific Requirements

3.1 Services

Contractor shall provide the following per order:
• Aseptic compounding of hazardous chemotherapy agents

• Closed system drug transfer devices (CSTDs)
• IV tubing, bags, ancillary supplies
• All materials necessary to deliver patient-ready chemotherapy doses
• Compounding performed strictly according to patient-specific prescriptions and regimen requirements

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3.2 Drug Supply

All chemotherapy agents used under this contract shall be **furnished by the Contractor**. Contractor shall ensure uninterrupted availability of medications necessary to meet VA patient treatment requirements.

3.3 Order Submission and Acknowledgment

VA will submit orders via:
• VA secure network, or
• Fax

Upon receipt of the order, the Contractor shall confirm via phone or email. Confirmations must occur within the timeframe specified in each order.

3.4 Delivery Requirements

• Compounded preparations shall be shipped via courier, overnight mail, or other reliable means to guarantee arrival **prior to the scheduled infusion date/time**.
• Weekend delivery charges shall not be assessed; shipping for all orders must be included in the price.
• Contractor shall coordinate shipping details with the Contracting Officer Representative (COR) prior to dispatch.
• Medications arriving cold or frozen are sufficient

Delivery Address:
Pharmacy Service
Louis A. Johnson VA Medical Center
1 Medical Center Drive
Clarksburg, WV 26301

3.5 Billing and Invoicing

Contractor should invoice based on billable units of medication used for each individual patient. Billing must align with quantities used in each Order’s fulfillment. All costs (including CSTDs, IV sets, disposables, labor/compounding fees, shipping) should be included and given their own line item.

3.6 Regulatory Compliance

All compounding shall be performed in an **FDA 503A–compliant facility**. Contractor must adhere to:
• USP 797
• USP 800
• Federal laws governing sterile and hazardous drug compounding

3.7 Contractor Contingency Requirements

Contractor must maintain a fully validated contingency compounding location meeting all regulatory standards in the event the primary site is impacted by:
• Certification issues
• Natural disasters
• Equipment failures
• Operational disruptions

Contingency facility must meet the same standards required of the primary.

3.8 Records Management

The Contractor shall comply with all Federal records management requirements, including obligations to:
• Maintain, handle, and safeguard Federal records created or received under this contract
• Follow retention, destruction, and accessibility requirements as determined by National Archives and Records Administration (NARA) guidance
• Ensure contract personnel adhere to legal obligations governing Federal records

These requirements apply to all documentation associated with compounding, shipping, ordering, communication, and invoicing.

3.9 Safety Data Sheets (SDS)

Contractor shall provide three (3) copies of the SDS for all chemicals or products delivered. SDS documentation must be provided on the same day materials arrive on VA property.

4. Period of Performance (Base + 4 Option Years)

See Section B.3, Price/Cost Schedule

5. Delivery Timeframe

Delivery dates are **contingency-based** and will be defined in each Order.

B.3 PRICE/COST SCHEDULE

Quantities listed are estimated only and are not guarantees.

This is a Fixed Price 5-year Indefinite Delivery Indefinite Quantity (IDIQ) Contract. Accordingly, funds are not obligated on this contract at award; rather, funds are obligated via task orders issued against the contract. Task orders shall only be issued by a warranted VA Contracting Officer (CO). VA CO will issue task orders to the contractor authorizing services via Standard Form 1449. Each task order shall clearly identify the dollar amount authorized under the individual task order and the period of performance of the individual task order. When a task order period of performance is completed, additional services shall not be provided unless a new task order is issued in accordance with this IDIQ.

The minimum dollar amount guaranteed under this contract for the performance period of five years is $300.00. The approximate maximum dollar amount or contract ceiling for this contract is $349,000.00. The maximum amount is not guaranteed. The combined total of all orders placed against this contract cannot exceed the maximum amount/ceiling of this contract.

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contingency Chemotherapy Compounding Services: Contractor shall provide on demand patient specific hazardous chemotherapy compounding services in accordance with the Statement of Work. Contract Period: Base POP Begin: 08/27/2026 POP End: 08/26/2027 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services	NSP	YR		
0001AA	Compounded Dose Labor Fee: Labor for aseptic hazardous chemotherapy compounding per patient specific order, including sterile technique, USP 797/800 compliance, verification, labeling, and documentation. Contract Period: Base POP Begin: 08/27/2026 POP End: 08/26/2027 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services	1.00	EA	_____	_____
0001AB	Chemotherapy Drug Supply: Contractor provided chemotherapy drug(s). Billed per actual medication used for each patient, per clinical guidance. Contract Period: Base POP Begin: 08/27/2026 POP End: 08/26/2027 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services	1.00	EA	_____	_____

PRODUCT/SERVICE CODE: Q517 - Healthcare Services

0001AC		1.00	EA	_____	_____

Ancillary Supplies (CSTDs, Tubing, Bags, Etc.):
All required CSTD components
Contract Period: Base
POP Begin: 08/27/2026
POP End: 08/26/2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q517 - Healthcare Services

0001AD		1.00	EA	_____	_____

Shipping & Delivery:
Delivery per shipment, including cold chain transport delivery at no additional cost, consistent with the SOW.
Contract Period: Base
POP Begin: 08/27/2026
POP End: 08/26/2027
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q517 - Healthcare Services

1001		NSP	YR		

Contingency Chemotherapy Compounding Services:
Contractor shall provide on demand patient specific hazardous chemotherapy compounding services in accordance with the Statement of Work.
Contract Period: Option 1
POP Begin: 08/27/2027
POP End: 08/26/2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q517 - Healthcare Services

1001AA		1.00	EA	_____	_____

Compounded Dose Labor Fee - Labor for aseptic hazardous chemotherapy compounding per patient specific order, including sterile technique, USP?797/800 compliance, verification, labeling, and documentation.
Contract Period: Option 1
POP Begin: 08/27/2027
POP End: 08/26/2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q517 - Healthcare Services

1001AB		1.00	EA	_____	_____

Chemotherapy Drug Supply - Contractor provided chemotherapy drug(s). Billed per actual medication used for each patient, per clinical guidance (“invoice for billable units for the amount of medication utilized for each individual patient”)
Contract Period: Option 1
POP Begin: 08/27/2027
POP End: 08/26/2028
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q517 - Healthcare Services

1001AC		1.00	EA	_____	_____
	Ancillary Supplies (CSTDs, Tubing, Bags, Etc.) - All required CSTD components Contract Period: Option 1 POP Begin: 08/27/2027 POP End: 08/26/2028 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services				
1001AD		1.00	EA	_____	_____
	Shipping & Delivery: Delivery per shipment, including cold chain transport delivery at no additional cost, consistent with the SOW. Contract Period: Option 1 POP Begin: 08/27/2027 POP End: 08/26/2028 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services				
2001		NSP	YR		
	Contingency Chemotherapy Compounding Services: Contractor shall provide on demand patient specific hazardous chemotherapy compounding services in accordance with the Statement of Work. Contract Period: Option 2 POP Begin: 08/27/2028 POP End: 08/26/2029 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services				
2001AA		1.00	EA	_____	_____
	Compounded Dose Labor Fee: Labor for aseptic hazardous chemotherapy compounding per patient specific order, including sterile technique, USP 797/800 compliance, verification, labeling, and documentation. Contract Period: Option 2 POP Begin: 08/27/2028 POP End: 08/26/2029 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services				
2001AB		1.00	EA	_____	_____
	Chemotherapy Drug Supply: Contractor provided chemotherapy drug(s). Billed per actual medication used for each patient, per clinical guidance. Contract Period: Option 2 POP Begin: 08/27/2028 POP End: 08/26/2029 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services				
2001AC		1.00	EA	_____	_____

Ancillary Supplies (CSTDs, Tubing, Bags, Etc.):
All required CSTD components
Contract Period: Option 2
POP Begin: 08/27/2028
POP End: 08/26/2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q517 - Healthcare Services

2001AD		1.00	EA	_____	_____

Shipping & Delivery:
Delivery per shipment, including cold chain transport delivery at no additional cost, consistent with the SOW.
Contract Period: Option 2
POP Begin: 08/27/2028
POP End: 08/26/2029
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q517 - Healthcare Services

3001		NSP	YR		

Contingency Chemotherapy Compounding Services:
Contractor shall provide on demand patient specific hazardous chemotherapy compounding services in accordance with the Statement of Work.
Contract Period: Option 3
POP Begin: 08/27/2029
POP End: 08/26/2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q517 - Healthcare Services

3001AA		1.00	EA	_____	_____

Compounded Dose Labor Fee:
Labor for aseptic hazardous chemotherapy compounding per patient specific order, including sterile technique, USP 797/800 compliance, verification, labeling, and documentation.
Contract Period: Option 3
POP Begin: 08/27/2029
POP End: 08/26/2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q517 - Healthcare Services

3001AB		1.00	EA	_____	_____

Chemotherapy Drug Supply:
Contractor provided chemotherapy drug(s). Billed per actual medication used for each patient, per clinical guidance.
Contract Period: Option 3
POP Begin: 08/27/2029
POP End: 08/26/2030
PRINCIPAL NAICS CODE: 621610 - Home Health Care Services
PRODUCT/SERVICE CODE: Q517 - Healthcare Services

3001AC		1.00	EA	_____	_____
	Ancillary Supplies (CSTDs, Tubing, Bags, Etc.): All required CSTD components Contract Period: Option 3 POP Begin: 08/27/2029 POP End: 08/26/2030 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services				
3001AD		1.00	EA	_____	_____
	Shipping & Delivery: Delivery per shipment, including cold chain transport delivery at no additional cost, consistent with the SOW. Contract Period: Option 3 POP Begin: 08/27/2029 POP End: 08/26/2030 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services				
4001		NSP	YR		
	Contingency Chemotherapy Compounding Services: Contractor shall provide on demand patient specific hazardous chemotherapy compounding services in accordance with the Statement of Work. Contract Period: Option 4 POP Begin: 08/27/2030 POP End: 08/26/2031 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services				
4001AA		1.00	EA	_____	_____
	Compounded Dose Labor Fee: Labor for aseptic hazardous chemotherapy compounding per patient specific order, including sterile technique, USP 797/800 compliance, verification, labeling, and documentation. Contract Period: Option 4 POP Begin: 08/27/2030 POP End: 08/26/2031 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services				
4001AB		1.00	EA	_____	_____
	Chemotherapy Drug Supply: Contractor provided chemotherapy drug(s). Billed per actual medication used for each patient, per clinical guidance. Contract Period: Option 4 POP Begin: 08/27/2030 POP End: 08/26/2031 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services				

	PRODUCT/SERVICE CODE: Q517 - Healthcare Services				
4001AC	Ancillary Supplies (CSTDs, Tubing, Bags, Etc.): All required CSTD components Contract Period: Option 4 POP Begin: 08/27/2030 POP End: 08/26/2031 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services	1.00	EA	_____	_____
4001AD	Shipping & Delivery: Delivery per shipment, including cold chain transport delivery at no additional cost, consistent with the SOW. Contract Period: Option 4 POP Begin: 08/27/2030 POP End: 08/26/2031 PRINCIPAL NAICS CODE: 621610 - Home Health Care Services PRODUCT/SERVICE CODE: Q517 - Healthcare Services	1.00	EA	_____	_____
				GRAND TOTAL	_____

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) (DEVIATION OCT 2025)

(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)

C.2 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 08/27/2026 through 08/26/2031.

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $300.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $30,000.00;

(2) Any order for a combination of items in excess of $60,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.4 52.216-22 INDEFINITE QUANTITY (NOV 2025) (DEVIATION)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 08/26/2031.

(End of Clause)

C.5 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.6 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.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 08/26/2027. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 08/26/2027, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.8 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical

to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

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

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) *New FASCSA orders report*.

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

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

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

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

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

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

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

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

(End of Provision)

C.9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_1
(FAR) and
http://www.va.gov/oal/library/vaar/index.asp (VAAR)

(End of Clause)

FAR Number	Title	Date
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.216-32	TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (URL)	SEP 2019
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (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
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984

52.224-3	PRIVACY TRAINING	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST	OCT 2020
852.211-72	TECHNICAL INDUSTRY STANDARDS	NOV 2018
852.211-76	LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS ALTERNATE I	FEB 2023
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
852.223-71	SAFETY AND HEALTH	SEP 2019
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.239-70	SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES	FEB 2023
852.239-73	INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE	FEB 2023
852.239-74	SECURITY CONTROLS COMPLIANCE TESTING	FEB 2023
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
852.247-71	DELIVERY LOCATION	OCT 2018
852.247-74	ADVANCE NOTICE OF SHIPMENT	OCT 2018
852.247-75	BILLS OF LADING	OCT 2018

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 WAGE DETERMINATION

"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.: 2015-4353
Revision No.: 30
Date Of Last Revision: 12/03/2025

State: West Virginia

Area: West Virginia Counties of Barbour, Braxton, Calhoun, Doddridge, Gilmer, Grant, Hardy, Harrison, Jackson, Lewis, Marion, Mason, Pendleton, Pleasants, Randolph, Ritchie, Roane, Taylor, Tucker, Tyler, Upshur, Wetzel

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.56
01012 - Accounting Clerk II		20.83
01013 - Accounting Clerk III		23.30
01020 - Administrative Assistant		22.44
01035 - Court Reporter		23.53
01041 - Customer Service Representative I		16.83
01042 - Customer Service Representative II		18.37
01043 - Customer Service Representative III		20.62
01051 - Data Entry Operator I		16.73
01052 - Data Entry Operator II		18.26
01060 - Dispatcher, Motor Vehicle		23.43
01070 - Document Preparation Clerk		16.02
01090 - Duplicating Machine Operator		16.02
01111 - General Clerk I		15.85
01112 - General Clerk II		17.30
01113 - General Clerk III		19.41
01120 - Housing Referral Assistant		22.42
01141 - Messenger Courier		14.98
01191 - Order Clerk I		14.01
01192 - Order Clerk II		15.29
01261 - Personnel Assistant (Employment) I		17.92
01262 - Personnel Assistant (Employment) II		20.04
01263 - Personnel Assistant (Employment) III		22.34
01270 - Production Control Clerk		25.59

01290 - Rental Clerk	15.00
01300 - Scheduler, Maintenance	17.97
01311 - Secretary I	17.97
01312 - Secretary II	20.11
01313 - Secretary III	22.42
01320 - Service Order Dispatcher	20.95
01410 - Supply Technician	22.44
01420 - Survey Worker	14.75
01460 - Switchboard Operator/Receptionist	14.26
01531 - Travel Clerk I	16.02
01532 - Travel Clerk II	17.97
01533 - Travel Clerk III	19.76
01611 - Word Processor I	16.02
01612 - Word Processor II	17.97
01613 - Word Processor III	20.11
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	21.59
05010 - Automotive Electrician	16.39
05040 - Automotive Glass Installer	15.61
05070 - Automotive Worker	15.61
05110 - Mobile Equipment Servicer	14.06
05130 - Motor Equipment Metal Mechanic	17.07
05160 - Motor Equipment Metal Worker	15.61
05190 - Motor Vehicle Mechanic	17.07
05220 - Motor Vehicle Mechanic Helper	13.28
05250 - Motor Vehicle Upholstery Worker	14.84
05280 - Motor Vehicle Wrecker	15.61
05310 - Painter, Automotive	16.39
05340 - Radiator Repair Specialist	15.61
05370 - Tire Repairer	14.27
05400 - Transmission Repair Specialist	17.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.76
07041 - Cook I	13.77
07042 - Cook II	15.29
07070 - Dishwasher	10.91
07130 - Food Service Worker	12.82
07210 - Meat Cutter	14.65
07260 - Waiter/Waitress	13.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.13
09040 - Furniture Handler	14.40
09080 - Furniture Refinisher	20.13
09090 - Furniture Refinisher Helper	16.34
09110 - Furniture Repairer, Minor	18.24
09130 - Upholsterer	20.13
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.27
11060 - Elevator Operator	14.54
11090 - Gardener	17.20
11122 - Housekeeping Aide	14.54
11150 - Janitor	14.54
11210 - Laborer, Grounds Maintenance	14.30
11240 - Maid or Houseman	12.84
11260 - Pruner	13.35
11270 - Tractor Operator	16.25
11330 - Trail Maintenance Worker	14.30
11360 - Window Cleaner	15.57

12000 - Health Occupations	
12010 - Ambulance Driver	15.95
12011 - Breath Alcohol Technician	23.69
12012 - Certified Occupational Therapist Assistant	31.15
12015 - Certified Physical Therapist Assistant	27.59
12020 - Dental Assistant	17.79
12025 - Dental Hygienist	35.70
12030 - EKG Technician	23.29
12035 - Electroneurodiagnostic Technologist	23.29
12040 - Emergency Medical Technician	15.95
12071 - Licensed Practical Nurse I	21.18
12072 - Licensed Practical Nurse II	23.69
12073 - Licensed Practical Nurse III	26.40
12100 - Medical Assistant	15.24
12130 - Medical Laboratory Technician	26.82
12160 - Medical Record Clerk	18.63
12190 - Medical Record Technician	20.84
12195 - Medical Transcriptionist	21.18
12210 - Nuclear Medicine Technologist	52.06
12221 - Nursing Assistant I	15.28
12222 - Nursing Assistant II	17.19
12223 - Nursing Assistant III	18.76
12224 - Nursing Assistant IV	21.06
12235 - Optical Dispenser	18.50
12236 - Optical Technician	21.18
12250 - Pharmacy Technician	17.61
12280 - Phlebotomist	17.22
12305 - Radiologic Technologist	30.73
12311 - Registered Nurse I	30.65
12312 - Registered Nurse II	37.49
12313 - Registered Nurse II, Specialist	37.49
12314 - Registered Nurse III	45.36
12315 - Registered Nurse III, Anesthetist	45.36
12316 - Registered Nurse IV	54.38
12317 - Scheduler (Drug and Alcohol Testing)	29.34
12320 - Substance Abuse Treatment Counselor	22.38
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.34
13012 - Exhibits Specialist II	20.25
13013 - Exhibits Specialist III	24.77
13041 - Illustrator I	16.34
13042 - Illustrator II	20.25
13043 - Illustrator III	24.77
13047 - Librarian	22.42
13050 - Library Aide/Clerk	12.13
13054 - Library Information Technology Systems Administrator	20.25
13058 - Library Technician	16.23
13061 - Media Specialist I	14.61
13062 - Media Specialist II	16.34
13063 - Media Specialist III	18.23
13071 - Photographer I	14.98
13072 - Photographer II	16.75
13073 - Photographer III	20.76
13074 - Photographer IV	25.39
13075 - Photographer V	30.72
13090 - Technical Order Library Clerk	15.24
13110 - Video Teleconference Technician	14.85

14000 - Information Technology Occupations		
14041 - Computer Operator I		16.09
14042 - Computer Operator II		18.01
14043 - Computer Operator III		20.08
14044 - Computer Operator IV		22.31
14045 - Computer Operator V		24.70
14071 - Computer Programmer I	(see 1)	24.67
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		16.09
14160 - Personal Computer Support Technician		22.67
14170 - System Support Specialist		23.86
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		37.29
15020 - Aircrew Training Devices Instructor (Rated)		45.12
15030 - Air Crew Training Devices Instructor (Pilot)		54.09
15050 - Computer Based Training Specialist / Instructor		37.29
15060 - Educational Technologist		27.90
15070 - Flight Instructor (Pilot)		54.09
15080 - Graphic Artist		18.11
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		54.09
15086 - Maintenance Test Pilot, Rotary Wing		54.09
15088 - Non-Maintenance Test/Co-Pilot		54.09
15090 - Technical Instructor		23.57
15095 - Technical Instructor/Course Developer		28.83
15110 - Test Proctor		19.03
15120 - Tutor		19.03
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		12.17
16030 - Counter Attendant		12.17
16040 - Dry Cleaner		14.94
16070 - Finisher, Flatwork, Machine		12.17
16090 - Presser, Hand		12.17
16110 - Presser, Machine, Drycleaning		12.17
16130 - Presser, Machine, Shirts		12.17
16160 - Presser, Machine, Wearing Apparel, Laundry		12.17
16190 - Sewing Machine Operator		16.01
16220 - Tailor		17.05
16250 - Washer, Machine		12.83
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.84
19040 - Tool And Die Maker		31.41
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		17.60
21030 - Material Coordinator		25.59
21040 - Material Expediter		25.59
21050 - Material Handling Laborer		16.99
21071 - Order Filler		15.62
21080 - Production Line Worker (Food Processing)		17.60
21110 - Shipping Packer		18.68
21130 - Shipping/Receiving Clerk		18.68
21140 - Store Worker I		18.39
21150 - Stock Clerk		22.52
21210 - Tools And Parts Attendant		17.60

21410 - Warehouse Specialist	17.60
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.97
23019 - Aircraft Logs and Records Technician	22.75
23021 - Aircraft Mechanic I	25.95
23022 - Aircraft Mechanic II	26.97
23023 - Aircraft Mechanic III	27.97
23040 - Aircraft Mechanic Helper	20.62
23050 - Aircraft, Painter	24.95
23060 - Aircraft Servicer	22.75
23070 - Aircraft Survival Flight Equipment Technician	24.95
23080 - Aircraft Worker	23.82
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.82
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	25.95
23110 - Appliance Mechanic	26.84
23120 - Bicycle Repairer	23.02
23125 - Cable Splicer	41.13
23130 - Carpenter, Maintenance	20.00
23140 - Carpet Layer	25.56
23160 - Electrician, Maintenance	34.13
23181 - Electronics Technician Maintenance I	30.05
23182 - Electronics Technician Maintenance II	32.11
23183 - Electronics Technician Maintenance III	33.43
23260 - Fabric Worker	24.31
23290 - Fire Alarm System Mechanic	27.16
23310 - Fire Extinguisher Repairer	23.02
23311 - Fuel Distribution System Mechanic	39.69
23312 - Fuel Distribution System Operator	32.73
23370 - General Maintenance Worker	19.04
23380 - Ground Support Equipment Mechanic	25.95
23381 - Ground Support Equipment Servicer	22.75
23382 - Ground Support Equipment Worker	23.82
23391 - Gunsmith I	23.02
23392 - Gunsmith II	25.56
23393 - Gunsmith III	27.95
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.63
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.55
23430 - Heavy Equipment Mechanic	24.77
23440 - Heavy Equipment Operator	23.26
23460 - Instrument Mechanic	27.95
23465 - Laboratory/Shelter Mechanic	26.84
23470 - Laborer	16.99
23510 - Locksmith	26.84
23530 - Machinery Maintenance Mechanic	26.13
23550 - Machinist, Maintenance	22.63
23580 - Maintenance Trades Helper	17.99
23591 - Metrology Technician I	27.95
23592 - Metrology Technician II	29.14
23593 - Metrology Technician III	30.22
23640 - Millwright	32.12
23710 - Office Appliance Repairer	26.84
23760 - Painter, Maintenance	22.94
23790 - Pipefitter, Maintenance	28.91
23810 - Plumber, Maintenance	28.23

23820 - Pneudraulic Systems Mechanic	27.95
23850 - Rigger	27.95
23870 - Scale Mechanic	25.56
23890 - Sheet-Metal Worker, Maintenance	25.26
23910 - Small Engine Mechanic	18.56
23931 - Telecommunications Mechanic I	30.82
23932 - Telecommunications Mechanic II	32.13
23950 - Telephone Lineman	40.73
23960 - Welder, Combination, Maintenance	23.42
23965 - Well Driller	27.95
23970 - Woodcraft Worker	27.95
23980 - Woodworker	23.02
24000 - Personal Needs Occupations	
24550 - Case Manager	18.20
24570 - Child Care Attendant	11.09
24580 - Child Care Center Clerk	13.82
24610 - Chore Aide	13.03
24620 - Family Readiness And Support Services Coordinator	18.20
24630 - Homemaker	18.20
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.16
25040 - Sewage Plant Operator	21.05
25070 - Stationary Engineer	27.16
25190 - Ventilation Equipment Tender	20.47
25210 - Water Treatment Plant Operator	21.05
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.14
27007 - Baggage Inspector	14.93
27008 - Corrections Officer	22.24
27010 - Court Security Officer	24.19
27030 - Detection Dog Handler	16.70
27040 - Detention Officer	22.24
27070 - Firefighter	24.73
27101 - Guard I	14.93
27102 - Guard II	16.70
27131 - Police Officer I	24.84
27132 - Police Officer II	27.61
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.95
28042 - Carnival Equipment Repairer	13.70
28043 - Carnival Worker	10.67
28210 - Gate Attendant/Gate Tender	16.57
28310 - Lifeguard	15.09
28350 - Park Attendant (Aide)	18.54
28510 - Recreation Aide/Health Facility Attendant	13.53
28515 - Recreation Specialist	22.96
28630 - Sports Official	14.77
28690 - Swimming Pool Operator	15.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.42
29020 - Hatch Tender	28.42
29030 - Line Handler	28.42
29041 - Stevedore I	27.02
29042 - Stevedore II	29.84
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	52.72
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	36.35

30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	40.04
30021 - Archeological Technician I		24.18
30022 - Archeological Technician II		27.04
30023 - Archeological Technician III		33.50
30030 - Cartographic Technician		33.50
30040 - Civil Engineering Technician		28.29
30051 - Cryogenic Technician I		37.10
30052 - Cryogenic Technician II		40.97
30061 - Drafter/CAD Operator I		24.18
30062 - Drafter/CAD Operator II		27.04
30063 - Drafter/CAD Operator III		30.14
30064 - Drafter/CAD Operator IV		37.10
30081 - Engineering Technician I		20.17
30082 - Engineering Technician II		22.64
30083 - Engineering Technician III		25.32
30084 - Engineering Technician IV		31.37
30085 - Engineering Technician V		38.36
30086 - Engineering Technician VI		46.41
30090 - Environmental Technician		27.32
30095 - Evidence Control Specialist		33.50
30210 - Laboratory Technician		27.03
30221 - Latent Fingerprint Technician I		37.10
30222 - Latent Fingerprint Technician II		40.97
30240 - Mathematical Technician		33.50
30361 - Paralegal/Legal Assistant I		22.84
30362 - Paralegal/Legal Assistant II		28.29
30363 - Paralegal/Legal Assistant III		34.60
30364 - Paralegal/Legal Assistant IV		41.86
30375 - Petroleum Supply Specialist		40.97
30390 - Photo-Optics Technician		33.50
30395 - Radiation Control Technician		40.97
30461 - Technical Writer I		33.50
30462 - Technical Writer II		40.97
30463 - Technical Writer III		49.57
30491 - Unexploded Ordnance (UXO) Technician I		33.50
30492 - Unexploded Ordnance (UXO) Technician II		40.54
30493 - Unexploded Ordnance (UXO) Technician III		48.59
30494 - Unexploded (UXO) Safety Escort		33.50
30495 - Unexploded (UXO) Sweep Personnel		33.50
30501 - Weather Forecaster I		37.10
30502 - Weather Forecaster II		45.13
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	30.14
30621 - Weather Observer, Senior	(see 2)	33.50
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		40.54
31020 - Bus Aide		15.60
31030 - Bus Driver		20.97
31043 - Driver Courier		15.59
31260 - Parking and Lot Attendant		13.88
31290 - Shuttle Bus Driver		14.92
31310 - Taxi Driver		11.88
31361 - Truckdriver, Light		16.51
31362 - Truckdriver, Medium		17.43
31363 - Truckdriver, Heavy		23.14
31364 - Truckdriver, Tractor-Trailer		23.14
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		19.76

99030 - Cashier	11.07
99050 - Desk Clerk	10.85
99095 - Embalmer	33.50
99130 - Flight Follower	33.50
99251 - Laboratory Animal Caretaker I	13.83
99252 - Laboratory Animal Caretaker II	14.64
99260 - Marketing Analyst	23.86
99310 - Mortician	33.50
99410 - Pest Controller	18.81
99510 - Photofinishing Worker	17.61
99710 - Recycling Laborer	16.84
99711 - Recycling Specialist	19.12
99730 - Refuse Collector	15.75
99810 - Sales Clerk	13.42
99820 - School Crossing Guard	17.97
99830 - Survey Party Chief	28.33
99831 - Surveying Aide	17.51
99832 - Surveying Technician	24.06
99840 - Vending Machine Attendant	19.19
99841 - Vending Machine Repairer	22.55
99842 - Vending Machine Repairer Helper	19.19

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

Note: Executive Order 13658 generally applies to contracts subject to the Service Contract Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 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))."

SECTION E - SOLICITATION PROVISIONS

E.1 52.204-90 OFFEROR IDENTIFICATION (DEVIATION) (NOV 2025)

If the Offeror will not have an active Federal Government contracts registration in the System for Award Management (https://www.sam.gov) when submitting its offer, it shall complete paragraphs (c) and (d) of this provision and include its responses with its offer. (a) Definitions. As used in this provision—

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

Commercial and Government Entity (CAGE) code has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

Common parent means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.

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

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).

Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.

Taxpayer Identification Number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.

Unique entity identifier (UEI) has the meaning provided in the clause at FAR 52.204-91, Contractor Identification, of this solicitation.

(b) *Unique entity identifier (UEI).*

(1) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.

(2) If the Offeror does not have a UEI, it shall go to https://www.sam.gov to obtain one. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI.

(c) *Taxpayer identification.* The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

[] TIN: _____;

[] TIN has been applied for; or

[] TIN is not required because:

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

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

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

(2) *Type of organization.*

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

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

[] Foreign government;

[] International organization per 26 CFR 1.6049-4; or

[] Other.

(3) *Common parent.*

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

[] Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word “CAGE” before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a “doing business as” name) for—

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror’s predecessor, that held a Federal contract or grant within the last three years.

Owner Type	**CAGE Code**	**Legal Business Name**
Immediate owner		
Highest-level owner		
Predecessor*		

*Predecessor CAGE code may be marked “Unknown.”

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of Provision)

E.2 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) (DEVIATION OCT 2025)

(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)

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

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

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

E.3 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

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

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_1
(FAR) and
http://www.va.gov/oal/library/vaar/index.asp (VAAR)

(End of Provision)

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
852.204-71	INFORMATION AND INFORMATION SYSTEMS SECURITY	FEB 2023
852.239-71	INFORMATION SYSTEM SECURITY PLAN AND ACCREDITATION	FEB 2023
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023
852.273-70	LATE OFFERS	NOV 2021

(End of Addendum to 52.212-1)

E.6 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

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

Factor 1 - Technical (Non-price)
Factor 2 - Past Performance (Non-price)
Factor 3 – Price
Lowest Price Technically Acceptable (LPTA)

(b) *Options (if applicable).* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may

determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

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

(End of Provision)

E.5 SUPPLEMENTAL INSTRUCTIONS TO OFFERORS

NOTICE: System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications— Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

CONTENT OF PROPOSALS. A complete proposal shall be submitted in **two (2) separated volumes as follows:**

A. VOLUME I

FACTOR 1 – TECHNICAL (Non-price). The Offeror shall submit a Cover Letter along with Volume I, that identifies the Offeror's Unique Entity Identifier (UEI) number, Cage Code, Tax ID number, Address, Telephone, Email. Offeror must demonstrate the ability to meet all requirements of the Statement of Work, Technical proposal shall clearly define the work the Offeror proposes to perform, personnel and management capabilities, and the procedures and processes it will use. The Offeror shall not include any price or price-related information in the Technical proposal volume.

Subfactor 1 – Technical Capability Statement

FACTOR 2 – PAST PERFORMANCE (Non-Price).

B. VOLUME II

FACTOR 3 – PRICE. The Offeror's Price proposal shall identify a fixed price for each Contract Line Item (CLIN) per unit of measure, and overall total contract price, on the Price Schedule provided in the SF 1449 solicitation.

OFFEROR MUST ENSURE THAT ITS PROPOSAL IS SUBMITTED TIMELEY TO ENSURE DELIVERY AND RECEIPT BY THE DUE DATE AND TIME IDENTIFIED IN BOX 8 ON THE SF1449 (Page 1 of the solicitation). LATE QUOTES MAY NOT BE ACCEPTED.

Questions shall be submitted by:

Email to Sylvia.Honesty@va.gov by 3:00 PM EST on August 7, 2025.

Offers shall be submitted by:

Email to Sylvia.Honesty@va.gov by 3:00 PM EST on August 14, 2026.

- Multiple emails may be submitted if they exceed 10gb, please title documents in order. (Please include the solicitation number in the subject line of your email; offers that do not include the solicitation number in the subject line may be rejected.)

Type of award: This Fixed Price IDIQ contract will be awarded to the lowest evaluated price offeror meeting or exceeding the acceptability of standards for non-price factors listed in section E.5 and requirements of the Statement Of Work.

(a) **Complete Box 12, 17, and 30 of the SF 1449** (Page 1) of the solicitation, and a signed copy of any amendments issued against this solicitation. Provide the legal entity name, address, telephone number and UEI in Box 17.

(b) **Complete Section B.1.1,** contractor POC information.

(c) **Complete Section B.4 Price/Cost Schedule**: You **must** enter your unit-price quotes for each CLIN. You may separately include a narrative explanation of the criteria, assumptions and the like that was taken.

The Louis A. Johnson VA Medical Center (LAJVAMC), Inpatient Pharmacy, requires an IDIQ contingency contract to provide hazardous chemotherapy compounding services in the event the sole intravenous (IV) room becomes non-operational. Because the medical center has only one IV room capable of hazardous drug compounding, any shutdown will eliminate the ability to prepare hazardous chemotherapy agents in-house. This contract will ensure uninterrupted access to patient-specific, aseptically compounded chemotherapy preparations as Task Orders are issued based on real-time patient treatment requirements.

This contract will ensure uninterrupted access to patient-specific, aseptically compounded chemotherapy preparations as Task Orders are issued based on real-time patient treatment requirements.

This is a Fixed Price 5-year Indefinite Delivery Indefinite Quantity (IDIQ) Contract