

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. 557-27-1-5151-0021		PAGE 1 OF 48							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C24727Q0038		6. SOLICITATION ISSUE DATE 10-01-2026					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Stanley Turner				b. TELEPHONE NO. (No Collect Calls) 205-984-0594		8. OFFER DUE DATE/LOCAL TIME 10-21-2026 12:00pm EDT					
9. ISSUED BY Department of Veterans Affairs VISN 7 Network Contracting Office LaVista Business Park - Bldg A 2008 Weems Road Tucker GA 30084				CODE		10. THIS ACQUISITION IS ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☒ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		☐ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811310 ☐ EDWOSB SIZE STANDARD: \$12.5 Million ☐ 8(A)					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS NET 30		☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A		14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP					
15. DELIVER TO Department of Veterans Affairs Carl Vinson VA Medical Center 1826 Veterans Blvd Dublin GA 31021				CODE		16. ADMINISTERED BY Department of Veterans Affairs VISN 7 Network Contracting Office LaVista Business Park - Bldg A 2008 Weems Road Tucker GA 30084							
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:							
TELEPHONE NO. UEI: EFT:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM									
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Subject: Generator Preventative Maintenance Please reference RFQ# 36C24727Q0038 and Title on ALL email correspondence, and submission documents. Site Visit is scheduled for OCT. 09, 2026, at 10:00am EST Meeting location is 1826 Veterans Blvd, Dublin, Georgia. To be considered, please Complete Fill-in Clause VAAR 852.219-75, Provisions 52.209-2. Contracting POC: Contract Specialist, Stanley Turner Stanley.turner@va.gov Questions regarding this solicitation shall be submitted no later than OCT. 13, 2026, at 12:00 PM EST, unless determined to be in the best interest of the Government as deemed by the Contracting Officer. Note: Telephone requests for information will not be accepted. (Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page						26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED.						☐ ARE ☐ ARE NOT ATTACHED.							
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						☐ ARE ☐ ARE NOT ATTACHED.							
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 01 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) Marcus Watts Contracting Officer				31c. DATE SIGNED			

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C247

Department of Veterans Affairs

VISN 7 Network Contracting Office

LaVista Business Park - Bldg A

2008 Weems Road

Tucker GA 30084

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☒ Upon completion of work.

c. Other ☐

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

STATEMENT OF WORK

Emergency Generator Preventive Maintenance

A. Work Statement

1. Requirement. The Contractor shall perform preventive maintenance inspection and servicing (PMI&S) on twelve (12) emergency generator units serving the Carl Vinson VA Medical Center (VAMC). Service Level I shall be performed semiannually on each unit. Service Level II shall be performed annually on each unit.
2. PMI&S shall meet or exceed the applicable requirements for emergency generators in NFPA 110, Chapter 6, Routine Maintenance and Operational Testing, Table A-6-3, for Level I and Level II PMI&S. [VERIFY the cited edition, table, and terminology.]
3. The Contractor shall provide all labor, tools, equipment, and materials needed to perform the work in accordance with the Carl Vinson VAMC memorandum, "Vendor Control for Equipment Maintenance."
4. The contract includes one (1) base year and four (4) twelve-month option years:

Period	Performance dates
Base year	11/01/2026–10/31/2027
Option Year 1	11/01/2027–10/31/2028
Option Year 2	11/01/2028–10/31/2029
Option Year 3	11/01/2029–10/31/2030
Option Year 4	11/01/2030–10/31/2031

B. PMI&S Scope of Work and Maintenance Record

1. The scope includes the nine (9) maintenance categories and testing requirements in Table 1. The Contractor shall perform applicable Level I and Level II items.
2. The contract price shall include lubricants and coolant added during the work, as well as required replacement filters and gaskets.
3. The following are outside the routine PMI&S scope: complete antifreeze changes; valve or injector adjustments; injector cleaning; and replacement of defective V-belts or hoses. The Contractor shall report these and other out-of-scope deficiencies identified during or immediately after PMI&S. Where a deficiency could affect safe testing, the Government will determine whether testing may proceed and whether optional work should be authorized first.
4. For each generator, the Contractor shall provide Engineering Service with a completed maintenance record showing Level I and Level II checks, readings, and results. The record shall identify problems or defective parts outside the contract scope.

C. Parts and Materials

1. The Contractor shall furnish lubricants, coolant, and cleaning supplies needed to perform the work. Products shall comply with the equipment manufacturer's recommendations. The Contractor shall provide Safety Data Sheets (SDS) for lubricants, coolants, solvents, and other products that VA employees may encounter.
2. Parts furnished under the contract shall meet or exceed the equipment manufacturer's recommendations for original or replacement parts.

3. The Contractor shall remove parts and materials replaced during PMI&S or authorized optional work from VA premises. The Contractor shall also remove fuel-system, cooling-system, and lubrication-system fluids that are removed during the work.
4. The Contractor shall dispose of removed fluids in accordance with applicable EPA, federal, and State of Georgia requirements.

D. Execution and Quality Assurance

1. Before beginning work, the Contractor's service representative shall report to Engineering Service and sign in at Building 29. Work shall be performed Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding federal holidays, unless the Engineering Service Line Manager approves otherwise. At sign-in, the Contractor will receive the Vendor Control Requirements in Attachment A. When available, a VA Engineering technician or tradesperson may accompany the Contractor to monitor the work.
2. The Contractor shall notify Carl Vinson VAMC Engineering Service, or its Maintenance and Repair (M&R) alternate, at least twenty-four (24) hours before each scheduled semiannual or annual PMI&S visit.
3. Engineering Service shall designate a technical representative to coordinate and monitor the work for quality assurance. The representative shall review and sign the completed maintenance record for each generator. [VERIFY whether Government signature is an acceptance requirement and identify the authorized acceptance official.]
4. At the end of each visit, the Contractor's representative shall sign out through Engineering Service and provide a service report containing:
 - Service date
 - Equipment serviced, including description, VA ID, serial number, and location
 - Work performed
 - Parts replaced
 - Labor hours and travel time
 - Purchase order number
 - Out-of-scope repair recommendations and estimated costs, if applicable

E. Generator Testing Requirements

1. Load-bank testing
 - A. After PMI&S, the Contractor shall load-bank test each generator using a step-loading process. The Contractor shall provide the external load bank. The test shall consist of four continuous hours at the following loads, each held for sixty (60) minutes:
 - 25% of nameplate rating
 - 50% of nameplate rating
 - 75% of nameplate rating
 - 100% of nameplate rating
 -
 - b. The Contractor shall measure exhaust-gas temperature at each exhaust outlet on the exhaust manifold. Before testing, the Contractor shall obtain the manufacturer's minimum exhaust-gas temperature for each engine. Measurement equipment shall have been calibrated within the preceding twelve (12) months. The Contractor shall provide calibration documentation and submit recorded test data to the COR after testing.
 - c. The Contractor may schedule PMI&S and load-bank testing for different units on a staggered basis, consistent with the required semiannual and annual visits. The

Contractor shall notify Engineering Service in advance which units are scheduled for each visit.

d. Before operating a generator, the Contractor shall obtain authorization from the designated Carl Vinson Engineering Service M&R supervisor or electrician for units near Buildings 2, 4, 5, 27, 82, and 89. For the generator at Building 27 and the portable generator, authorization shall be obtained from the Utility Section supervisor or the duty Utility System operator in charge. [VERIFY the listed buildings and authorization roles.]

e. The Contractor shall allow for possible delays while VA notifies affected hospital services before transferring from normal to emergency power.

F. Site Completion

1. After completing work, the Contractor shall leave each work area clean and free of debris and materials used during the work. The Contractor shall park service vehicles in areas designated by the Carl Vinson Engineering Service representative.
2. Complete external cleaning of a generator, if requested, is an optional service under Section H.

G. Contractor Qualifications

1. Upon Government request, the Contractor shall provide evidence of its ability and experience to perform the work, including:
 - a. A list of personnel who will perform the work, with each person's relevant experience;
 - b. Names and addresses of businesses or government agencies for which the Contractor has performed comparable services; and
 - c. Applicable certificates and licenses held by electricians assigned to the work.
2. The Contracting Officer will consider the information provided when determining the Contractor's responsibility.

H. Optional Services and Emergency Repairs

1. Optional services. Valve-train adjustment, injector adjustment, injector flushing or cleaning, belt and hose replacement, and complete antifreeze changes are outside routine PMI&S. The Contractor shall identify manufacturer-recommended service intervals and provide written justification when recommending these services.
2. Authorization. Optional services and major repairs shall not be performed without prior written authorization from the Contracting Officer (CO), except as expressly authorized under the emergency-repair provisions below. The Contractor shall submit a written description of the deficiency, recommended corrective action, and estimated cost.
3. Emergency repairs. The Contractor shall provide emergency repair services for covered generators and associated equipment when authorized by the CO or another Government official specifically authorized by the CO.
4. Estimate and approval. Before beginning an emergency repair, the Contractor shall provide a written estimate identifying the equipment, deficiency, proposed corrective action, estimated labor hours and rates, required parts and materials, and total estimated cost. No emergency repair may begin without prior authorization from the CO or an authorized representative.
5. Emergency response. The Contractor shall acknowledge an emergency repair request within one (1) hour and provide qualified personnel on site within twenty-four (24) hours, unless the Government authorizes otherwise. Emergency support shall be available 24 hours per day, seven days per week, including weekends and federal holidays. If the repair cannot be completed during the initial visit, the Contractor shall promptly report the equipment's status, additional work or parts needed, and estimated restoration time.

6. Service documentation. After each emergency repair, the Contractor shall provide the designated Engineering Service representative with a report identifying the equipment, deficiency, corrective action, labor hours, parts and materials used, and final cost.

I. Generator Inventory

VA ID (EE#)	Location	Manufacturer	Model / rating	Serial number
N/A	Boiler Plant (Building 27)	Caterpillar	XQ425 (425 kW)	CATXQ425CX8H00206
EE7457	Building 5 (C153-5)	Caterpillar	C18 (600 kW)	CAT00C18AT340298
EE15571	Building 2 (100-23)	Kohler	450REO2D4 (450 kW)	739500
EE15635	Building 4 (100-20)	Kohler	450REO2D4 (450 kW)	739502
EE16153	Water Tank (100-82)	Cummins	DG EA-5001357 (125 kW)	ID10583636

EE30208	Building 8 (100-21)	Generac	12493690100 (275 kW)	2108710
MX2726292	Building 71 #1 (Substation)	Kohler	2000REOZDD (2060 kW, 480 V)	3057319
N/A	Building 86 (Hospice)	Kohler	200REOZJF (200 kW, 120/208 V)	5GM829RVT
MX2097617	Building 10	Marathon	MTU4R012DS125 (125 kW)	95130600682
MX2097971	Building 88	MTU OnSite Energy	MTU 4R0120DS100 (125 kW)	95130500497
MX2726510	Building 71A #2	Kohler	2000REOZMD (2060 kW)	3393GMFP0004
N/A	Building 89	Generac	SD100 SD0100KG176 7D18HPLY3	3012418403

Table 1. Preventive Maintenance Inspection and Servicing

Carl Vinson VA Medical Center — Dublin, Georgia

For each applicable task, the Contractor shall record the result, readings, deficiencies, and any corrective action. "I" denotes Level I and "II" denotes Level II.

1. Fuel system

Level	Task
I, II	Check main-tank fuel level
I, II	Check day-tank fuel level

I, II	Check and test transfer pump
I, II	Check tank vents and overflow piping for obstructions
I, II	Check and inspect fuel piping from day tank to engine
I, II	Check and test flexible fuel lines and connections
I	Check and test solenoid-valve operation
I	Lubricate day-tank float switch/manual pump

2. Lubrication system

Level	Task
I, II	Check oil level and add oil if necessary (limit: 1 gallon)
I, II	Inspect for oil leakage and report findings
I, II	Check lube-oil heater
II	Change engine oil
II	Change engine-oil filter and gaskets

3. Cooling system

Level	Task
I, II	Check coolant level and add coolant if necessary (limit: 1 gallon)
I, II	Check and test antifreeze protection level
I, II	Check and test diesel coolant additive (DCA)
I, II	Check for adequate fresh air to radiator/cooling water to heat exchanger
I, II	Check and inspect water pump
I, II	Check and inspect hoses and connections
I, II	Check and inspect jacket-water heater and switches
I, II	Check and test air louvers, motor, and controls
I, II	Check and inspect radiator and radiator cap
I, II	Inspect for water leakage and report findings
I, II	Check and inspect belts; adjust if necessary
II	Change water filters

4. Exhaust system

Level	Task
I, II	Check flexible exhaust connector
I, II	Inspect insulation
I, II	Check and inspect the overall system for leakage

5. Battery System

Level	Task
I, II	Check electrolyte level
I, II	Clean, tighten, and inspect terminals; apply protective coating
I, II	Load-test battery set
I, II	Check and inspect battery charger

I, II	Check battery-charger adjustment; record voltage and amperage
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6. Electrical system

Level	Task
I, II	Check and inspect wiring for chafing where subject to movement
I, II	Check and inspect transfer-switch wiring
I, II	Check control-panel indicator lights
I, II	Check transfer-switch indicator lights
I, II	Inspect and test engine safety shutdowns and alarms as applicable
II	Remove annunciator and perform operational check

Record results for applicable functions:

- High-water-temperature shutdown
- Low-oil-pressure shutdown
- Overspeed shutdown
- Cycle crank
- Low-water-temperature alarm
- Pre-alarms

7. Prime mover

Level	Task
I, II	Perform general inspection
I, II	Check and inspect governor oil level/linkage
I, II	Check governor operation and speed setting
II	Change governor oil
I, II	Inspect and clean air filter; report condition

8. Spark-ignited engine checklist

Level	Task
I, II	Check and inspect wiring
I, II	Check and inspect choke/carburetor setting
I, II	Check governor operation and speed setting
II	Check and inspect ignition system; report condition of distributor cap, rotor, and spark-plug wires
II	Replace spark plugs, points, and condenser, as applicable
II	Check and set ignition timing
II	Replace air filter

9. Generator

Level	Task
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I, II	Test-run unit at actual connected load, subject to authorization from the VA Engineering representative
I, II	Check and adjust voltage and frequency
I, II	Record test values
I, II	Test transfer operation at actual load, subject to customer authorization
I, II	Restore system to automatic operation
I, II	Report results to the customer

Record the following, as applicable:

Engine readings

- Oil pressure
- Water temperature
- Engine alternator voltage/amperage

Generator readings

(NL = no load; L = with load)

Reading	No load	With load
Voltage		
Frequency		
Amperage		

Transfer-operation readings

- Time delay: engine start
- Time delay: normal to emergency
- Time delay: emergency to normal
- Time delay: cool down
- Exerciser clock: day and time

Equipment and service record

- Location: _____
- Make/model: _____
- Serial number: _____
- Hours on emergency power system (EPS): _____
- Service date/time: _____

Additional/optional work identified or required:

- Service technician signature: _____ Date: _____
- VA Engineering Service representative: _____ Date: _____

Table 1 data shall be retained for quality-assurance and Joint Commission reporting and used to support the computer printout of equipment preventive-maintenance inspections due that month. [VERIFY the required retention period, reporting purpose, and responsible party.]

J. Performance Requirements

1. The Contractor shall assign competent technicians qualified and experienced in servicing the listed equipment.
2. The Contractor shall provide documentation for test equipment used to test or calibrate equipment under this SOW, including applicable calibration records.
3. The Contractor shall provide parts required for included preventive-maintenance work. Parts for optional services or emergency repairs shall be furnished and authorized in accordance with Section H.

K. Identification and VA Regulations

1. Identification and VA Regulations

2. Contractor personnel shall wear visible identification while on Carl Vinson VAMC premises. After award, the Contractor shall contact the COR for instructions on obtaining a VA identification badge.
3. Carl Vinson VAMC is a smoke-free campus, including tobacco and electronic cigarettes. Weapons are prohibited. Enclosed containers, including tool kits, may be subject to search.
4. Photography and video recording on medical-center premises are prohibited. Recording patients or employees is prohibited under 38 CFR 1.218(b)(23). [VERIFY the citation and applicable VA policy.]
5. Violations of VA regulations may result in enforcement action in the appropriate federal forum.

L. "VA Notice of Limitations on Subcontracting - Certificate of Compliance: To be eligible for evaluation and consideration for award, offerors must return the entire Limitations on Subcontracting Certificate of Compliance clause containing a fully completed certification at the time offers are due or the offer will be rejected and not forwarded for evaluation. In addition to completing the offeror 'fill-in' requirements for this clause, offerors must insert the offeror's name in the brackets containing the following verbiage "[Insert Name of Offeror]" to have a fully completed certification."

M. RECORDS MANAGEMENT AND CONTRACT SECURITY

A. Contractor shall comply with VA Handbook 6300.1 Records Management Procedures and VA Handbook 6500.6 Contract Security. Both can be found at:

https://www.va.gov/vapubs/search_action.cfm?dType=2

****Note:** This link is the complete list of VA Handbooks and are in sequential order.

****Instructions for accessing VA Handbooks at link listed above:**

- • Click on link above and once it is opened, please scroll down on the left side until you get to VA Handbook 6300.1.
- • Once there, go to the PDF Format Column and click on PDF.
- • VA Handbook 6300.1 will then ask you to open or save the document.

B. Please follow the same instructions listed above for accessing VA Handbook 6500.6.

- All contractor employees working on this requirement are required to complete mandatory annual training entitled, "VA Privacy and Information Security Awareness" and "HIPPA Training" prior to providing service for each year of the contract with copies sent to the COR for each and available for audit as requested. The course numbers are VA10203 and VA 10176. You must select that you are a contractor. Contractor employees are to self-enroll into TMS via the link: <https://www.tms.va.gov/learning/user/SelfRegistrationUserSelection.do>
- A VA employee will escort the contractor when contractor is required to enter/work in sensitive areas.

N. IDENTIFICATION, SMOKING AND VA REGULATIONS

The Contractor's FSE shall wear visible identification always while on the premises of the Dublin VA Medical Center. Contractor shall contact the Contracting Officer's Representative (COR) upon contract award, to receive instructions on how to obtain a VA Identification Badge during the performance of this contract. Dublin VA Medical Center is a smoke free campus which includes both tobacco and e-cigarettes; tickets can be issued by Police Services. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court. Photography or Video on medical center premises is strictly prohibited. Additionally, pursuant to 38 CFR 1.218(b) (23) Use of recording devices of any kind to record patients or employees is strictly prohibited.

Site visit:

Location: Carl Vinson VA Medical Center

Address: 1826 Veterans Blvd, Dublin, Georgia

Zip: 31021

Date and time: Oct 09, 2026, 10:00am EST

Note of where to meet: Meeting at Building 29; if entering at the front of the facility from Veterans Boulevard, take a right onto Blackwood/Johnson Drive then take a left onto Thomas Lane then take another left onto Russell Drive and Building 29 will be on the left at the intersection with Crowley Road.



B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVI CES	QUANTI TY	UNI T	UNIT PRICE	AMOUNT
0001	Description: Contractor shall provide all necessary labor, tools, equipment and materials necessary to perform preventative maintenance inspection, services and repairs on twelve (12) emergency generators as required by the Statement of Work at Carl Vinson VA Medical Center., 1826 Veterans Blvd, Dublin, GA 31021. The contractor is required to perform PMI&S on a semi-annual basis to each unit. Each described unit shall require Service Level I semi- annually, and Service Level II annually as set forth in the PMI&S contract in accordance with the SOW.	1.00	YR		
1001	Description: Contractor shall provide all necessary labor, tools, equipment and materials necessary to perform preventative maintenance inspection, services and repairs on twelve (12) emergency generators as required by the Statement of Work at Carl Vinson VA Medical Center., 1826 Veterans Blvd, Dublin, GA 31021. The contractor is required to perform PMI&S on a semi-annual basis to each unit. Each described unit shall require Service Level I semi- annually, and Service Level II annually as set forth in the PMI&S contract in accordance with the SOW.	1.00	YR		
2001	Description: Contractor shall provide all necessary labor, tools, equipment and materials necessary to perform preventative maintenance inspection, services and repairs on twelve (12) emergency generators as required by the Statement of Work at Carl Vinson VA Medical Center., 1826 Veterans Blvd, Dublin, GA 31021. The contractor is required to perform PMI&S on a semi-annual basis to each unit. Each described unit shall require Service Level I semi- annually, and Service Level II annually as set forth in the PMI&S contract in accordance with the SOW.	1.00	YR		
3001	Description: Contractor shall provide all necessary labor, tools, equipment and materials necessary to perform preventative maintenance inspection, services and repairs on twelve (12) emergency generators as required by the Statement of Work at Carl Vinson VA Medical Center., 1826 Veterans Blvd, Dublin, GA 31021. The contractor is required to perform PMI&S on a semi-annual basis to each unit. Each described unit shall require Service Level I semi- annually, and Service Level II annually as set forth in the PMI&S contract in accordance with the SOW.	1.00	YR		

4001

1.00 YR

Description: Contractor shall provide all necessary labor, tools, equipment and materials necessary to perform preventative maintenance inspection, services and repairs on twelve (12) emergency generators as required by the Statement of Work at Carl Vinson VA Medical Center., 1826 Veterans Blvd, Dublin, GA 31021.

The contractor is required to perform PMI&S on a semi-annual basis to each unit. Each described unit shall require Service Level I semi- annually, and Service Level II annually as set forth in the PMI&S contract in accordance with the SOW.

GRAND TOTAL

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

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

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

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

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

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

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

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

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

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

(i) *Payment*—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount

becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by FAR part 33 if—

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

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

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

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

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

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

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

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

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

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

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

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

(q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) Other contract clauses incorporated in the solicitation or contract;

- (4) Addenda to this solicitation or contract,
- (5) Solicitation provisions incorporated in the solicitation.
- (6) Other paragraphs of this clause.
- (7) Other documents, exhibits, and attachments; and
- (8) The specification.

(s) *Unauthorized obligations.*

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(End of Clause)

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

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

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

C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

- (1) The Contractor will not engage in any racially discriminatory DEI activities;
- (2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;
- (3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;
- (4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and
- (5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.
- (6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

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

(End of clause)

C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>

<https://www.va.gov/oal/library/vaar/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION	NOV 2015
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	AUG 2020
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-33	NONMANUFACTURER RULE (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (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
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT	OCT 2018

52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018

(End of Clause)

C.6 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MARCH 2026)

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

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require [physical] access to VA facilities, [and/or logical access to VA information and] or [VA] information systems.

(End of Clause)

C.7 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (MARCH 2026)

(a) Definitions. As used in this clause –

VA Information system is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

VA sensitive information means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial,

budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

- (b) *General.* Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at:

<https://vaww.va.gov/vapubs/index.cfm>

- (c) *Risk and Sensitivity Levels.* The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract.

*VA Administrations, organizations and staff offices will use the OPM [Position Designation Tool](#).

Positions/Tasks Designated as Non-Sensitive Positions - Tier 1/Low Risk
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 1/Low Risk]
Positions/Tasks Designated as Non-Sensitive Positions - Tier 2/Mod Risk
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]
[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]

<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 2/Mod Risk]</i>
Positions/Tasks Designated as Non-Sensitive Positions - Tier 4/High Risk
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>
<i>[Contracting Officer to enter position or task number, if all positions fulfilling a task are Tier 4/High Risk]</i>

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3: *[Contracting Officer to enter “Non-Critical” or “Not Applicable” if no positions are identified as Tier 3]*

Tier 5: *[Contracting Officer to enter either Critical Sensitive and/or Special Sensitive, or “Not Applicable” if no positions are identified as Tier 5]*

(d) *Fitness*. The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract.

The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the

recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards.* The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.
2. Upon completion of the Contractor/subcontractor employee's employment.
3. Upon contract completion or termination.

(f) *Lost/stolen.* Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) *Regular Reporting.* The Contractor shall submit a status report to PIV Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name.
2. Name of VA facility where Contractor/subcontractor employee works, if applicable.
3. Date background check submitted for Contractor/subcontractor employee.
4. Date PIV/identification card issued to Contractor/subcontractor employee.
5. Contractor/subcontractor employee's PIV/identification card number, as applicable.

6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.
7. Date Contractor notified VA that PIV/identification card is no longer required.
8. Date Contractor returned PIV/identification card was returned to VA.

(h) *Flow down of clause.* The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors, third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of Clause)

C.8 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

(a) *Definition.* for the Department of Veterans Affairs, “*Service-disabled Veteran-owned small business concern or SDVOSB*”:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

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

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at <https://veterans.certify.sba.gov/>; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term “Service-disabled Veteran” means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(3) The term “small business concern” has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term “small business concern owned and controlled by Veterans with service-connected disabilities” has the meaning given the term “*small business concern owned and controlled by service-disabled veterans*” under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term “*SDVOSB participant*” or *certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a certified SDVOSB listed in the SBA certification database who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement/LOS certification*. When awarded a contract action, including orders under multiple award contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services*. In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification database (excluding direct costs to

the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) Supplies/products.

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction.* In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database.

(4) *Special trade construction contractors.* In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified SDVOSBs listed in the SBA certification database.

(5) *Subcontracting.* An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period.* An SDVOSB shall comply with the limitations on subcontracting as follows:

☒ By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

☐ By the end of the performance period for each order issued under the contract.

(f) *Joint ventures.* A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage

specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence*. The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation*. Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

C.9 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(l)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) ☒ *Services*. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) ☐ *General construction*. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) ☐ *Special trade construction contractors*. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

- (i) Referral to the VA Suspension and Debarment Committee;
- (ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and
- (iii) Prosecution for violating 18 U.S.C. 1001.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

C.10 VAAR 852.222-71 COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION)(APR 2025)

(a) The contractor shall comply with Executive Order 13899, Combating Anti-Semitism, pursuant to Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(b) The contractor shall timely disclose, in writing, to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation under Executive Order 13899, Combating Anti-Semitism pursuant to the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(c) The contractor shall include the terms and conditions of this clause in every subcontract or purchase order so that these terms will be binding on every subcontractor or vendor.

(End of Clause)

C.11 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

ADDENDUM TO VAAR 852.232-72 Electronic Submission of Payment Requests

a. Payment will be made upon receipt of a properly prepared detailed invoice, prepared by the Contractor and submitted through Tungsten Network (formerly known as OB10) <http://www.tungsten-network.com/us/en/>. A properly prepared invoice shall contain:

- ✓ Invoice Number and Date
- ✓ Contractor's Name and Address
- ✓ Accurate Purchase Order Number
- ✓ Supply or Service provided
- ✓ Period Supply or Service Provided
- ✓ Total Amount Due

b. Please begin submitting your electronic invoices through the Tungsten Network for payment processing, free of charge.

c. If you have questions about the e-invoicing program or Tungsten Network, contact information is as follows:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

d. Web Address: [HTTP://WWW.FSC.VA.GOV/EINVOICE.ASP](http://www.fsc.va.gov/einvoice.asp)

(End of ADDENDUM TO VAAR 852.232-72)

C.12 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

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

(End of Clause)

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		Wage Determination No.: 2015-4505
Director		Revision No.: 37
Division of Wage Determinations		Date Of Last Revision: 8/22/2026

State: Georgia

Area: Georgia Counties of Baldwin, Bleckley, Crisp, Dodge, Dooly, Laurens, Macon, Putnam, Upson, Wilcox and Wilkinson

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		17.84
01012 - Accounting Clerk II		20.02
01013 - Accounting Clerk III		22.39
01020 - Administrative Assistant		30.17
01035 - Court Reporter		20.00
01041 - Customer Service Representative I		16.55
01042 - Customer Service Representative II		18.06
01043 - Customer Service Representative III		20.26
01051 - Data Entry Operator I		16.16
01052 - Data Entry Operator II		17.64
01060 - Dispatcher, Motor Vehicle		23.69
01070 - Document Preparation Clerk		15.94
01090 - Duplicating Machine Operator		15.94
01111 - General Clerk I		16.84
01112 - General Clerk II		18.38
01113 - General Clerk III		20.62
01120 - Housing Referral Assistant		22.31

01141 - Messenger Courier	16.35
01191 - Order Clerk I	17.28
01192 - Order Clerk II	18.86
01261 - Personnel Assistant (Employment) I	19.57
01262 - Personnel Assistant (Employment) II	21.89
01263 - Personnel Assistant (Employment) III	24.42
01270 - Production Control Clerk	25.09
01290 - Rental Clerk	17.68
01300 - Scheduler, Maintenance	17.88
01311 - Secretary I	17.88
01312 - Secretary II	20.00
01313 - Secretary III	22.31
01320 - Service Order Dispatcher	21.17
01410 - Supply Technician	30.17
01420 - Survey Worker	20.00
01460 - Switchboard Operator/Receptionist	15.30
01531 - Travel Clerk I	15.94
01532 - Travel Clerk II	17.88
01533 - Travel Clerk III	19.72
01611 - Word Processor I	15.94
01612 - Word Processor II	17.88
01613 - Word Processor III	20.00
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.90
05010 - Automotive Electrician	20.64
05040 - Automotive Glass Installer	19.45
05070 - Automotive Worker	19.45
05110 - Mobile Equipment Servicer	17.19
05130 - Motor Equipment Metal Mechanic	21.65
05160 - Motor Equipment Metal Worker	19.45
05190 - Motor Vehicle Mechanic	21.65
05220 - Motor Vehicle Mechanic Helper	16.04
05250 - Motor Vehicle Upholstery Worker	18.27
05280 - Motor Vehicle Wrecker	19.45
05310 - Painter, Automotive	20.64
05340 - Radiator Repair Specialist	19.45
05370 - Tire Repairer	17.22
05400 - Transmission Repair Specialist	21.65
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.59
07041 - Cook I	14.57
07042 - Cook II	16.56
07070 - Dishwasher	12.98
07130 - Food Service Worker	14.43
07210 - Meat Cutter	16.79
07260 - Waiter/Waitress	10.58
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.81
09040 - Furniture Handler	14.34
09080 - Furniture Refinisher	20.81
09090 - Furniture Refinisher Helper	16.58
09110 - Furniture Repairer, Minor	18.70
09130 - Upholsterer	20.81
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	13.35
11060 - Elevator Operator	14.51
11090 - Gardener	22.56
11122 - Housekeeping Aide	14.51
11150 - Janitor	14.51
11210 - Laborer, Grounds Maintenance	17.55
11240 - Maid or Houseman	13.53
11260 - Pruner	15.83
11270 - Tractor Operator	20.91

11330 - Trail Maintenance Worker	17.55
11360 - Window Cleaner	16.09
12000 - Health Occupations	
12010 - Ambulance Driver	17.28
12011 - Breath Alcohol Technician	26.37
12012 - Certified Occupational Therapist Assistant	34.34
12015 - Certified Physical Therapist Assistant	35.29
12020 - Dental Assistant	19.91
12025 - Dental Hygienist	37.19
12030 - EKG Technician	29.63
12035 - Electroneurodiagnostic Technologist	29.63
12040 - Emergency Medical Technician	17.28
12071 - Licensed Practical Nurse I	23.57
12072 - Licensed Practical Nurse II	26.37
12073 - Licensed Practical Nurse III	29.41
12100 - Medical Assistant	17.20
12130 - Medical Laboratory Technician	30.43
12160 - Medical Record Clerk	20.53
12190 - Medical Record Technician	22.97
12195 - Medical Transcriptionist	23.57
12210 - Nuclear Medicine Technologist	57.97
12221 - Nursing Assistant I	14.49
12222 - Nursing Assistant II	16.29
12223 - Nursing Assistant III	17.78
12224 - Nursing Assistant IV	19.95
12235 - Optical Dispenser	21.66
12236 - Optical Technician	23.57
12250 - Pharmacy Technician	19.27
12280 - Phlebotomist	17.81
12305 - Radiologic Technologist	35.90
12311 - Registered Nurse I	27.16
12312 - Registered Nurse II	33.22
12313 - Registered Nurse II, Specialist	33.22
12314 - Registered Nurse III	40.19
12315 - Registered Nurse III, Anesthetist	40.19
12316 - Registered Nurse IV	48.17
12317 - Scheduler (Drug and Alcohol Testing)	32.67
12320 - Substance Abuse Treatment Counselor	24.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	23.74
13012 - Exhibits Specialist II	29.41
13013 - Exhibits Specialist III	35.97
13041 - Illustrator I	23.74
13042 - Illustrator II	29.41
13043 - Illustrator III	35.97
13047 - Librarian	32.57
13050 - Library Aide/Clerk	18.90
13054 - Library Information Technology Systems Administrator	29.41
13058 - Library Technician	17.94
13061 - Media Specialist I	21.22
13062 - Media Specialist II	23.74
13063 - Media Specialist III	26.47
13071 - Photographer I	21.22
13072 - Photographer II	23.74
13073 - Photographer III	29.41
13074 - Photographer IV	35.97
13075 - Photographer V	43.52
13090 - Technical Order Library Clerk	23.74
13110 - Video Teleconference Technician	21.22
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.73
14042 - Computer Operator II	20.96
14043 - Computer Operator III	23.36

14044 - Computer Operator IV	25.96
14045 - Computer Operator V	28.75
14071 - Computer Programmer I	(see 1) 21.48
14072 - Computer Programmer II	(see 1) 26.62
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	18.73
14160 - Personal Computer Support Technician	25.96
14170 - System Support Specialist	30.72
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.98
15020 - Aircrew Training Devices Instructor (Rated)	41.11
15030 - Air Crew Training Devices Instructor (Pilot)	49.29
15050 - Computer Based Training Specialist / Instructor	33.98
15060 - Educational Technologist	38.83
15070 - Flight Instructor (Pilot)	49.29
15080 - Graphic Artist	23.56
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	49.29
15086 - Maintenance Test Pilot, Rotary Wing	49.29
15088 - Non-Maintenance Test/Co-Pilot	49.29
15090 - Technical Instructor	22.64
15095 - Technical Instructor/Course Developer	27.70
15110 - Test Proctor	18.28
15120 - Tutor	18.28
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.26
16030 - Counter Attendant	11.26
16040 - Dry Cleaner	13.18
16070 - Finisher, Flatwork, Machine	11.26
16090 - Presser, Hand	11.26
16110 - Presser, Machine, Drycleaning	11.26
16130 - Presser, Machine, Shirts	11.26
16160 - Presser, Machine, Wearing Apparel, Laundry	11.26
16190 - Sewing Machine Operator	13.80
16220 - Tailor	14.45
16250 - Washer, Machine	11.91
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	25.74
19040 - Tool And Die Maker	30.66
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.60
21030 - Material Coordinator	25.09
21040 - Material Expediter	25.09
21050 - Material Handling Laborer	17.18
21071 - Order Filler	16.64
21080 - Production Line Worker (Food Processing)	21.60
21110 - Shipping Packer	20.00
21130 - Shipping/Receiving Clerk	20.00
21140 - Store Worker I	16.42
21150 - Stock Clerk	22.26
21210 - Tools And Parts Attendant	21.60
21410 - Warehouse Specialist	21.60
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.03
23019 - Aircraft Logs and Records Technician	27.44
23021 - Aircraft Mechanic I	32.52

23022 - Aircraft Mechanic II	34.03
23023 - Aircraft Mechanic III	35.52
23040 - Aircraft Mechanic Helper	23.82
23050 - Aircraft, Painter	31.01
23060 - Aircraft Servicer	27.44
23070 - Aircraft Survival Flight Equipment Technician	31.01
23080 - Aircraft Worker	29.21
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.21
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.52
23110 - Appliance Mechanic	25.74
23120 - Bicycle Repairer	21.33
23125 - Cable Splicer	39.84
23130 - Carpenter, Maintenance	21.44
23140 - Carpet Layer	24.25
23160 - Electrician, Maintenance	28.25
23181 - Electronics Technician Maintenance I	24.27
23182 - Electronics Technician Maintenance II	25.74
23183 - Electronics Technician Maintenance III	27.00
23260 - Fabric Worker	22.78
23290 - Fire Alarm System Mechanic	25.49
23310 - Fire Extinguisher Repairer	21.33
23311 - Fuel Distribution System Mechanic	22.00
23312 - Fuel Distribution System Operator	17.73
23370 - General Maintenance Worker	22.27
23380 - Ground Support Equipment Mechanic	32.52
23381 - Ground Support Equipment Servicer	27.44
23382 - Ground Support Equipment Worker	29.21
23391 - Gunsmith I	21.33
23392 - Gunsmith II	24.25
23393 - Gunsmith III	27.00
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.06
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	24.13
23430 - Heavy Equipment Mechanic	27.78
23440 - Heavy Equipment Operator	21.27
23460 - Instrument Mechanic	27.00
23465 - Laboratory/Shelter Mechanic	25.74
23470 - Laborer	17.18
23510 - Locksmith	25.74
23530 - Machinery Maintenance Mechanic	29.81
23550 - Machinist, Maintenance	22.62
23580 - Maintenance Trades Helper	16.12
23591 - Metrology Technician I	27.00
23592 - Metrology Technician II	28.25
23593 - Metrology Technician III	29.49
23640 - Millwright	30.30
23710 - Office Appliance Repairer	21.19
23760 - Painter, Maintenance	22.23
23790 - Pipefitter, Maintenance	28.32
23810 - Plumber, Maintenance	27.00
23820 - Pneudraulic Systems Mechanic	27.00
23850 - Rigger	27.00
23870 - Scale Mechanic	24.25
23890 - Sheet-Metal Worker, Maintenance	24.60
23910 - Small Engine Mechanic	20.25
23931 - Telecommunications Mechanic I	27.17
23932 - Telecommunications Mechanic II	28.42
23950 - Telephone Lineman	28.79
23960 - Welder, Combination, Maintenance	24.24
23965 - Well Driller	25.42
23970 - Woodcraft Worker	27.00
23980 - Woodworker	21.33

24000 - Personal Needs Occupations		
24550 - Case Manager		17.02
24570 - Child Care Attendant		12.29
24580 - Child Care Center Clerk		15.33
24610 - Chore Aide		12.67
24620 - Family Readiness And Support Services Coordinator		17.02
24630 - Homemaker		17.02
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		23.26
25040 - Sewage Plant Operator		21.75
25070 - Stationary Engineer		23.26
25190 - Ventilation Equipment Tender		17.04
25210 - Water Treatment Plant Operator		21.75
27000 - Protective Service Occupations		
27004 - Alarm Monitor		18.10
27007 - Baggage Inspector		15.36
27008 - Corrections Officer		21.29
27010 - Court Security Officer		20.40
27030 - Detection Dog Handler		17.18
27040 - Detention Officer		21.29
27070 - Firefighter		19.16
27101 - Guard I		15.36
27102 - Guard II		17.18
27131 - Police Officer I		22.44
27132 - Police Officer II		24.94
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		15.95
28042 - Carnival Equipment Repairer		17.10
28043 - Carnival Worker		12.64
28210 - Gate Attendant/Gate Tender		18.38
28310 - Lifeguard		15.65
28350 - Park Attendant (Aide)		20.56
28510 - Recreation Aide/Health Facility Attendant		15.01
28515 - Recreation Specialist		25.47
28630 - Sports Official		16.38
28690 - Swimming Pool Operator		19.44
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		24.83
29020 - Hatch Tender		24.83
29030 - Line Handler		24.83
29041 - Stevedore I		23.33
29042 - Stevedore II		26.36
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	49.21
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	33.94
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	37.37
30021 - Archeological Technician I		21.69
30022 - Archeological Technician II		24.26
30023 - Archeological Technician III		29.78
30030 - Cartographic Technician		29.78
30040 - Civil Engineering Technician		24.84
30051 - Cryogenic Technician I		32.98
30052 - Cryogenic Technician II		36.43
30061 - Drafter/CAD Operator I		21.69
30062 - Drafter/CAD Operator II		24.26
30063 - Drafter/CAD Operator III		26.81
30064 - Drafter/CAD Operator IV		32.98
30081 - Engineering Technician I		17.86

30082 - Engineering Technician II	20.04
30083 - Engineering Technician III	22.42
30084 - Engineering Technician IV	27.77
30085 - Engineering Technician V	33.97
30086 - Engineering Technician VI	41.11
30090 - Environmental Technician	29.41
30095 - Evidence Control Specialist	29.78
30210 - Laboratory Technician	27.04
30221 - Latent Fingerprint Technician I	32.98
30222 - Latent Fingerprint Technician II	36.43
30240 - Mathematical Technician	29.78
30361 - Paralegal/Legal Assistant I	22.91
30362 - Paralegal/Legal Assistant II	28.38
30363 - Paralegal/Legal Assistant III	34.71
30364 - Paralegal/Legal Assistant IV	42.00
30375 - Petroleum Supply Specialist	36.43
30390 - Photo-Optics Technician	29.78
30395 - Radiation Control Technician	36.43
30461 - Technical Writer I	29.78
30462 - Technical Writer II	36.43
30463 - Technical Writer III	44.09
30491 - Unexploded Ordnance (UXO) Technician I	31.28
30492 - Unexploded Ordnance (UXO) Technician II	37.84
30493 - Unexploded Ordnance (UXO) Technician III	45.35
30494 - Unexploded (UXO) Safety Escort	31.28
30495 - Unexploded (UXO) Sweep Personnel	31.28
30501 - Weather Forecaster I	32.98
30502 - Weather Forecaster II	40.12
30620 - Weather Observer, Combined Upper Air Or	
Surface Programs	(see 2) 26.81
30621 - Weather Observer, Senior	(see 2) 29.78
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	37.84
31020 - Bus Aide	13.66
31030 - Bus Driver	18.67
31043 - Driver Courier	16.74
31260 - Parking and Lot Attendant	12.67
31290 - Shuttle Bus Driver	16.28
31310 - Taxi Driver	11.44
31361 - Truckdriver, Light	18.06
31362 - Truckdriver, Medium	19.29
31363 - Truckdriver, Heavy	26.43
31364 - Truckdriver, Tractor-Trailer	26.43
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.45
99030 - Cashier	12.95
99050 - Desk Clerk	13.30
99095 - Embalmer	28.39
99130 - Flight Follower	31.28
99251 - Laboratory Animal Caretaker I	16.61
99252 - Laboratory Animal Caretaker II	17.92
99260 - Marketing Analyst	29.91
99310 - Mortician	28.39
99410 - Pest Controller	18.48
99510 - Photofinishing Worker	16.44
99710 - Recycling Laborer	17.33
99711 - Recycling Specialist	20.29
99730 - Refuse Collector	15.88
99810 - Sales Clerk	13.93
99820 - School Crossing Guard	18.33
99830 - Survey Party Chief	23.49
99831 - Surveying Aide	18.14
99832 - Surveying Technician	21.37
99840 - Vending Machine Attendant	24.22
99841 - Vending Machine Repairer	29.71

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.92 per hour, up to 40 hours per week, or \$236.80 per week or \$1,026.13 per month

HEALTH & WELFARE EO 13706: \$5.42 per hour, up to 40 hours per week, or \$216.80 per week, or \$939.46 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 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (NOV 2015)

(a) *Definitions.* *Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

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

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

- (1) It [] is, [] is not an inverted domestic corporation; and
- (2) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(End of Provision)

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

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

Factor A- Lowest Price

Factor B- Technical Capability

Factor C- Past Performance

“Best Value considering lowest price, demonstrating the capability of meeting the technical specifications outlined in the PWS or SOW, and past performance. Breakdown of each is provided below, the offeror who presents the lowest price, demonstrates the technical capability to perform this requirement, and

provides past performance for similar services in size and scope shall be awarded the contract.

Lowest Price: All line items in the Price Schedule must include a price. The total evaluated price is the offerors price to include all options or pricing for the entire ordering period (if applicable). The Government may determine that an offer is unacceptable if the prices are significantly unbalanced. The Contracting Officer may use various price techniques and procedures to ensure a fair and reasonable price. Examples of such techniques include: Comparison of

proposed prices received in response to the solicitation and Comparison of proposed prices paid, whether by the Government or other than the Government, for the same or similar items.

Technical Capability: The Offeror's proposal shall disclose the technical ability in as much detail as possible, including, but not limited to, the requirements in this section of the RFQ. The technical ability should be specific, detailed and complete enough to clearly and fully demonstrate that offeror thoroughly understands the intent of the Statement of Work (SOW)/PWS. Stating that, the offeror understands and shall comply with the SOW, or paraphrasing the SOW, or parts thereof, is considered inadequate.

Past Performance: Offeror must provide at least one (1) reference for work performed of similar services, size, and scope of work. The references can be Governmental or Commercial entities. All past performances references must be rated as satisfactory, a CPARS report will also be pulled to verify performance on Government Contracts. If Government contracts have been performed, the offeror must have a satisfactory rating or higher.

(b) Options. 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. Evaluation of options shall not obligate the Government to exercise the option(s).

This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price.

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

(End of Provision)

E.3 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

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

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

<https://www.acquisition.gov/browse/index/far>

<https://www.va.gov/oal/library/vaar/>

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION	NOV 2015
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	AUG 2020
52.233-2	SERVICE OF PROTEST	SEP 2006
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

(End of Provision