DEPARTMENT OF THE TREASURY
BUREAU OF ENGRAVING AND PRINTING
WASHINGTON, D.C. 20228

Notice Type: COMBINED SYNOPSIS/SOLICITATION

Title: Switchgear Maintenance and Emergency Service

Notice No: 2031ZA26Q00101

Set-aside: 100% Small Business Set-Aside

PSC: J061, Maint/Repair/Rebuild of Equipment- Electric Wire And Power Distribution Equipment

NAICS: 238210, Electrical Contractors and Other Wiring Installation Contractors

a) This is a combined synopsis/solicitation for commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

b) Solicitation number **2031ZA26Q00101** is issued as a Request for Quotation (RFQ) for Switchgear Maintenance and Emergency Service.
****Please provide the full solicitation number on all packages****

c) This solicitation is being issued as a total small business set aside under NAICS code **238210** with a size standard of $**19 million**. The Product Service Code is **J061.** This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

d) Notice to Offeror(s): The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an Offeror for any costs.

e) 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.

f) Description of requirements for the items to be acquired.

The contractor shall provide a Switchgear Maintenance and Emergency Service that meets or exceeds the specifications outlined in **Attachment 1, Performance Work Statement**. This acquisition may result in a hybrid firm-fixed-price (FFP) and time & material (T&M) purchase order.

g) Place of Service:
301 14th St., S.W.

Washington, D.C. 20228

h) Please review this solicitation in its entirety including all solicitation attachments provided herein and submit a quote for the requested services as outlined in the quotation instructions. Quotes may be submitted on the Attachment 4 - Pricing Sheet **or** in accordance with the vendor's standard business practice. **The base year and the four (4) option years will each consist of single all-inclusive firm-fixed-price for annually scheduled maintenance, and an emergency services Time & Material CLIN. Quotes shall include fixed-hourly rates and response fees for emergency services. The Offeror agrees to hold the prices in its offer firm for 60 days from the RFQ's closing date.**

i) The quoter shall have an active SAM.GOV registration by the quote deadline listed below to receive consideration.

j) Prospective Offerors are welcome to attend an optional site visit tentatively scheduled with BEP representative(s) for **June 24, 2026**, at the Washington, DC facility. See site visit instructions in attachment 5.

k) Questions shall be submitted using the Attachment 6 – Q&A Template, and are due no later than **1:00 PM (EST) on June 26, 2026.** Quotes are due no later than 1**2:00 PM (EST) on July 7, 2026**.

l) All correspondence regarding this solicitation shall reference "RFQ 2031ZA26Q00101" and be sent to Contract Specialist Bryan Sheppard, at bryan.sheppard@bep.gov.

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 address: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide and https://www.acquisition.gov/dtar
(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Treasury Acquisition Regulations 48 CFR Chapter 10. clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
(End of clause)

52.203-17 Contractor Employee Whistleblower Rights (NOV 2023)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
1052.210-70 CONTRACTOR PUBLICITY (APR 2015)
The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered during the evaluation of past performance.

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 of contract expiration.

(End of clause)

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 prior to the expiration of each contract period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 60 months.

(End of clause)

52.204-13 System for Award Management Maintenance (DEVIATION NOV 2025)

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

52.209-6, Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (DEVIATION NOV 2025)
52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (DEVIATION NOV 2025)

52.240-91 Security Prohibitions and Exclusions (DEVIATION NOV 2025)
52.212-4 Terms and Conditions—Commercial Products and Commercial Services (DEVIATION NOV 2025)

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

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

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

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

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

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

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

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or

negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

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

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

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

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

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

(i) *Payment*—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as

provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and

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

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

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

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

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

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

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

(1) The schedule of supplies/services;

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

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

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

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

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

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

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

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

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

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

(End of clause)

1052.201-70 CONTRACTING OFFICER’S REPRESENTATIVE (COR) APPOINTMENT AND AUTHORITY (APR 2015)

(a) The COR(s) are named on the award form. Should a change to the COR(s) be necessary in the future, they will be named on the modification SF-30.

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or a representative designated in writing. The term “technical direction” includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, and/or fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the contract specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) Constitutes a change of assignment or additional work outside the contract specification(s)/work statement;

(2) Constitutes a change as defined in the clause entitled “Changes”;

(3) In any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) Changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) Interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) Directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR must confirm oral direction in writing within five workdays, with a copy to the Contracting Officer.

(e) The Contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR or the designated representative falls within the limitations of (c) above, the contractor shall immediately notify the Contracting Officer no later than the beginning of the next Government workday.

(f) Failure of the Contractor and the Contracting Officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled “Disputes.”

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside (DEVIATION NOV 2025)

52.222-3 Convict Labor (DEVIATION DEC 2025)

52.222-19 Child Labor—Cooperation with Authorities and Remedies (DEVIATION DEC 2025)

52.222-35 Equal Opportunity for Veterans (DEVIATION DEC 2025)

52.222-36 Equal Opportunity for Workers with Disabilities (DEVIATION DEC 2025)

52.222-37 Employment Reports on Veterans (DEVIATION DEC 2025)

52.222-40 Notification of Employee Rights under the National Labor Relations Act (DEVIATION DEC 2025)

52.222-50 Combating Trafficking in Persons (DEVIATION DEC 2025)

52.222-54 Employment Eligibility Verification (DEVIATION DEC 2025)

52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2024)

52.226-8 Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)

52.232-33 Payment by Electronic Funds Transfer—System for Award Management (OCT 2018)

52.222-41 Service Contract Labor Standards (DEVIATION DEC 2025)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
_____	_____
_____	_____
_____	_____

(End of clause)

52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (DEVIATION DEC 2025)

52.222-62 Paid Sick Leave Under Executive Order 13706 (DEVIATION DEC 2025)

52.223-23 Sustainable Products (DEVIATION JAN 2026)

1052.228-70 INSURANCE (APR 2015)

In accordance with FAR clause 52.228-5, entitled “Insurance—Work on a Government Installation” [or FAR clause 52.228-7 entitled, “*Insurance—Liability to Third Persons”*], insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) *Worker's compensation and employer's liability.* The Contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).

(b) *General liability.* The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(b).

(c) *Automobile liability.* The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(c)

1052.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (January 2016)

(a) *Definition.* As used in this clause-

"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies-

(1) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation.

(2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.

(b) Except as stated in paragraph (c) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or 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:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) 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 CSA. If the CSA 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.

(3) Any such language, provision, or clause is deemed to be stricken from the CSA.

(c) Paragraph (b) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)

1052.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2015)

(a) Definitions. As used in this clause—

(1) “Payment request” means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support is available at www.ipp.gov or any successor site.

(c) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing in accordance with Treasury procedures.

(d) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

(End of clause)

PAYMENT AND INVOICE QUESTIONS (IPP)

For payment and invoice questions, go to https://arc.fiscal.treasury.gov/vendors-and-contractors/ or contact Accounts Payable at (304) 480-8000 option 7 or via email at AccountsPayable@fiscal.treasury.gov.

OVERPAYMENTS

In accordance with 52.212-4 section (i) 4 Overpayments: Accounts Receivable Conversion of Check Payments to electronic funds transfer (EFT): If the Contractor sends the Government a check to remedy duplicate contract financing or an overpayment by the government, it will be converted into an EFT. This means the Government will copy the check and use the account information on it to electronically debit the Contractor's account for the amount of the check. The debit from the Contractor's account will usually occur within 24 hours and will be shown on the regular account statement.

The Contractor will not receive the original check back. The Government shall destroy the Contractor's original check but will keep a copy of it. If the EFT cannot be processed for technical reasons, the Contractor authorizes the Government to process the copy in place of the original check.

MARKING OF SHIPMENTS AND INVOICES

The Contractor shall ensure the contract number is clearly visible on all shipping/service documents, containers, and invoices.

52.233-3 PROTEST AFTER AWARD (DEVIATION NOV 2025)

52.233-4 Applicable Law for Breach of Contract Claim (DEVIATION NOV 2025)

52.222-90 - Addressing DEI Discrimination by Federal Contractors (APR 2026)

CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Attachment 1 – PWS
Attachment 2 – Equipment List
Attachment 3 – Wage Determination
Attachment 4 – Pricing Sheet
Attachment 5 – Site Visit Information
Attachment 6 – Q&A Template

1004.7705(c) Treasury records management requirements

Definition. As used in this contract "Federal record" is as defined in 44 U.S.C. §3301, which includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence

of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Presidential and Federal Records Act Amendments of 2014, as amended (44 U.S.C. Ch. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a), as amended.

These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

In accordance with 36 CFR 1222.32(b), all data created for Government use and delivered to, or under the legal control of, the Government under this contract are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, as amended, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and shall be managed and scheduled for disposition in accordance with Federal law.

The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974, as amended. Other deliverables will be treated as required or permitted by other provisions of this contract. If no other contract provision applies, the Contractor shall not retain, use, sell, or disseminate copies of any deliverable without the written permission of the Contracting Officer.

The Contractor shall ensure contractor employees, including subcontractor employees, under this contract who create, work with, or otherwise handle Federal records successfully complete initial records management training and annual records management training thereafter.

The Contractor shall include the substance of this requirement in all subcontracts under this contract, when subcontractor employees will create, work with, or otherwise handle Federal records.

SOLICITATION PROVISIONS

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any Department of Treasury Acquisition Regulations 48 CFR Chapter 10 provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

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: https://www.acquisition.gov/far-overhaul/far-part-deviation-guide and https://www.acquisition.gov/dtar

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2024)

52.203-18 Prohibition on Contracting with Entities That Require Certain Internal Confidentiality Agreements or Statements (JAN 2017)

52.204 52.204-7 System for Award Management—Registration (DEVIATION NOV 2025)
System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency/customer solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Other examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider these representations when making award decisions or enforce requirements. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

In advancement of Section 2 of Executive Order 14208, the removal of requirements related to Executive Order 14057 eliminates all non-statutory sustainability requirements or preferences in purchases of food service wares, including paper straws. In addition to removing requirements related to Executive Order 14057, the attachment also reflects recent updates to Code of Federal Regulation citations for the U.S. Department of Agriculture's BioPreferred® Program, a statutory purchasing preference program.

52.240-90 Security Prohibitions and Exclusions Representations and Certifications (DEVIATION NOV 2025)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation (DEVIATION NOV 2025)

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(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 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(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)

PROPOSAL INSTRUCTIONS

The Offeror assumes full responsibility for ensuring all electronic materials and attachments submitted are formatted in accordance with BEP Requirements. The following file extensions are not allowable and application materials/data submitted with these extensions cannot be considered: .b64, .bat, .bhx .cab, .chm, .cmd, .com, .cpl, .dot, .dotx, .exe, .hqx, .hta, Media, .mhtml, mht,.mim, .mp3, .mp4, .one, .pif, .rar, .scr, .vbs, .uu, .uue, .vbs, .wsf, xxe,.wmv, html, mhtml, and .zip files
The Government does not allow 3rd party messaging systems/secure mail, other than when authorized by the Government. In those cases, the Government's 3rd party message system will be used when requested. Microsoft Office non-macro enabled compatible documents and .PDF documents are acceptable. If the Offeror determines that other formats are necessary, it is the Offeror’s responsibility to verify with Fiscal Service that those formats are acceptable. Proposal materials with unacceptable or unreadable formats may be found non-responsive.DMARC, DKIM, and SPF email authentication settings may prevent your email from reaching the procurement office. If your email fails to reach bryan.sheppard@bep.gov, it may be considered non-responsive.

In addition to the items specified in the solicitation provision above, the following information is necessary to enable proper evaluation:
Offerors shall, in relation to providing clear and sufficient information that their personnel meet the minimum qualifications stated (if applicable) in the PWS/SOW/SOO:

(a) NOT send by email a copy of an identification card with a photograph such as a driver's license, social security card, or passport, or prior government security clearance documents, etc., and

(b) NOT include their physical home and mailing address, social security number, etc. in their supporting resumes and education attainments.

1) Redact or mark out with permanent black marker their physical or mailing address in their educational attainments, leaving the individual's name on the document(s).

(c) NOT include any information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual that would be considered Personally Identifiable Information (PII).

i. Examples are, but not limited to, education attainment documents that contain the individual's name and home address, financial transactions, medical history, and criminal or employment history and information; which can be used to distinguish or trace an individual's identity, such as their name, social security number, national ID number, date and place of birth, mother's maiden name, biometric records, photograph, physical home and/or email address, phone number, driver's license, etc., including any other personal information which is linked or linkable to an individual.

a) Price shall be shown in U.S. dollars with a maximum of two decimal points.

(b) Include the following:

1) **Offeror shall submit quotes in three (3) separate volumes which address the following factors**:

I. Volume I: Technical Approach (10-page limitation): At a minimum, Offeror shall propose an approach that meets the requirements set forth in the PWS. Offeror shall present in detail the technical approach for providing the services as described in the PWS. Volume I format instructions:

i. Cover page and table of contents shall be included. Figures, tables, charts, or graphics may be included. These items are excluded from the 10-page limitation.
ii. Page Layout: Letter (8.5x 11 inches), 1" margin. Figures, tables, charts, and graphics are excluded.
iii. Font: Times New Roman, Arial, or Calibri. 10-point minimum.

II. Volume II: Past Performance (no page limitations): Offerors shall identify at least two (2) but no more than three (3) Commercial, Federal, State, Local, or Foreign contracts that demonstrate recent and relevant experience. Recent is defined as within the last three (3) years. Relevant is defined as work similar in size, scope, and complexity to the work identified in the PWS. Offerors shall provide the following information:

i. Project Title
ii. Description of the Project

iii. Contract Number
iv. Contract Amount
v. Point of Contact's name, address, phone number and email address
vi. Contracting Officer's name, address, telephone number and email address
vii. Current status, e.g. completed and/or in progress, start and estimated completion dates
viii. A brief narrative of why your firm believes this reference is relevant to the proposed tasks

III. Volume III: Quotes may be submitted on the Attachment 4 - Pricing Sheet or in accordance with the vendor's standard business practice. The base year and the four (4) option years will each consist of single all-inclusive firm-fixed-price for annually scheduled Switchgear maintenance, and an emergency services Time & Material CLIN. Quotes shall include fixed-hourly rates and response fees for emergency services.

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION NOV 2025)

52.212-2 Evaluation—Commercial Products and Commercial Services (DEVIATION NOV 2025)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:
Award will be made using the Best-Value Tradeoff source selection process.

To arrive at a best value decision, the CO will integrate the technical team's evaluations of the factors described in this provision. While the Government will strive for maximum objectivity, the tradeoff process, by its nature, is subjective; therefore, professional judgment is implicit throughout the selection process. Best value for the Government will be determined by comparing differences in the non-price factors with differences in price to the Government. In making this comparison, the Government is more concerned with obtaining superior technical or performance capabilities, than with making an award at the lowest overall price to the Government. The Government will not make an award at a significantly higher overall price to the Government to achieve slightly superior technical or performance capabilities. The degree of importance of price as a factor could become greater depending upon the equality of the quotations for the non-price factors evaluated; where competing proposals are determined to be substantially equal for non-price factors, price would become the controlling factor. The Government may select for award the offeror whose price is not necessarily the lowest, but whose technical proposal is more advantageous to the Government and warrants the additional cost.

Volume I: Technical – The Government will evaluate the technical documentation for acceptability. Proposed personnel must meet or exceed the minimum requirements and specifications as stated in the PWS.

Proposal will be evaluated on the Offeror's ability to fulfill the contract based on:

- The Offeror's demonstrated understanding of, and ability to oversee and carry out, the objectives, scope, tasks and other requirements of the PWS and to perform at a level that meets or exceeds the BEP's requirements.

- The completeness and feasibility of the proposed approach to oversee and carry out the objectives, scope, tasks, and requirements of the PWS.

- BEP will review offers received for responsiveness in adherence to the solicitation requirements.

The Offeror's technical approach will be evaluated as Outstanding, Good, Acceptable, Marginal or Unacceptable. **To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Capability factor.** If an Offeror's Technical Factor is found to be below Acceptable, it will not be further evaluated.

Adjectival Rating	**Description**
Outstanding	Proposal demonstrates an exceptional approach and understanding of the requirements and contains multiple strengths and/or at least one significant strength, and risk of unsuccessful performance is low.
Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength or significant strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate
Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies and is unawardable, and/or risk of performance is unacceptably high.

Volume II: Past Performance: The Government will assess the Offeror's capability to perform under this contract by evaluating the Offeror's past performance experience on previous same or similar contracts. Offerors shall identify at least two (2) but no more than three (3) Commercial, Federal, State, Local, or Foreign contracts that demonstrate recent and relevant experience. Recent is defined as within the last three (3) years. Relevant is defined as work similar in size, scope, and complexity to the work identified in the PWS. The BEP may contact any references provided by the Offeror during the evaluation process to verify recent and relevant experience and the level of performance. The BEP may, at its discretion, obtain and evaluate information from sources other than those provided by the Offeror, such as those found in the Contractors Performance Assessment Reporting System (CPARS).

In conducting a past performance evaluation assessment, the Offeror will be assigned one of the ratings below:

Rating	Description
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. Contractor accomplished performance with few minor problems for which corrective actions taken were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. Contractor accomplishes performance with some minor problems for which corrective actions taken were effective.
Satisfactory	Performance meets contractual requirements. Contractor performance contains some minor problems for which corrective actions taken were satisfactory.
Marginal	Performance does not meet some contractual requirements; Contractor performance reflects a serious problem for which the contractor has not yet identified corrective actions. Proposed actions appear marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is unlikely in a timely manner. Contractor performance contains a serious problem for which the contractor's corrective actions were ineffective.
Neither Favorable or Unfavorable	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

If the Offeror has asserted that it has no relevant past performance information available for evaluation, past performance will be rated as neither favorable or unfavorable, this rating indicates that the offeror receives no merit or demerit for this factor. **If the Offeror receives a report rating of "Marginal" or "Unsatisfactory" the Offeror will not be considered for award**.

Volume III: Price: The Government will evaluate price IAW FAR Part 12 to determine the proposed price is fair and reasonable. Price evaluation will be based on the completeness, the accuracy, and reasonableness of the proposed prices to ensure that the Contractor understands the scope of work included in the solicitation. Quotes may be submitted on the Attachment 4 - Pricing Sheet or in accordance with the vendor's standard business practice. The base year and the four (4) option years will each consist of single all-inclusive firm-fixed-price for annually scheduled maintenance, and an emergency services Time & Material CLIN. Quotes shall include fixed-hourly rates and/or fees for emergency services as described in the PWS.

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

(End of provision)

52.219-1 Small Business Program Representations (DEVIATION NOV 2025)
(a) *Definitions*. As used in this provision-

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

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

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

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

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

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

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

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238210.

(2) The small business size standard is $*19 million.*

(3) The small business size standard for a concern that submits an offer, other than on a

construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(c) *Representations.*

(1) The offeror represents as part of its offer that—

(i) it □ is, □ is not a small business concern; or

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

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

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

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

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it □ is, □ is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:*__.]

(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that it □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (DEVIATION NOV 2025)

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—
(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.
(b) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
(c) *Late submissions, modifications, revisions, and withdrawals of offers*.
(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.
(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.
(e) *Debriefings*. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:
(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations,

and other applicable authorities.
(End of provision)