Combined Synopsis/Solicitation Notice

SUBJECT* NEW Generator, ATS Maintenance and Load Bank Testing Base Plus Four

GENERAL INFORMATION

CONTRACTING OFFICE'S ZIP CODE*	98661
SOLICITATION NUMBER*	36C26026Q0860
RESPONSE DATE/TIME/ZONE	08-11-2026 12:00 PM PACIFIC TIME, LOS ANGELES, USA
ARCHIVE	15 DAYS AFTER THE RESPONSE DATE
RECOVERY ACT FUNDS	N
SET-ASIDE	SDVOSBC
PRODUCT SERVICE CODE*	J028
NAICS CODE*	811310
CONTRACTING OFFICE ADDRESS	Network Contracting Office 20 ATTN: V4CONT 1601 E. Fourth Plain Blvd Bldg.17, Suite B428 Vancouver WA 98661
POINT OF CONTACT*	Contracting Officer Michael Allred michael.allred1@va.gov

PLACE OF PERFORMANCE

ADDRESS	Roseburg VA Medical Center 913 NW Garden Valley Blvd

	Roseburg OR
POSTAL CODE	97471
COUNTRY	

ADDITIONAL INFORMATION/DESCRIPTION

Roseburg Veteran Affairs Health Systems requires comprehensive maintenance, annual load bank testing, and annual ATS (Automatic Transfer Switch) testing on generators located at the facility.

Roseburg Veteran Affairs Health Care Systems provides inpatient and outpatient care. Uninterrupted electrical power is essential for quality patient care and veteran safety. Generator and ATS reliability are critical for healthcare operations.

The Contractor shall provide all equipment, labor, materials, and supervision necessary for annual generator and ATS maintenance, load bank testing, coolant system service/replacement, and fuel testing per ANSI standards. All compliance, documentation, and reporting are included. Contractor must supply all required consumables, parts, tools, and a properly sized backup emergency generator to ensure uninterrupted power during maintenance activities.

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

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C26026Q0860

6. SOLICITATION ISSUE DATE: 07-29-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Michael Allred (michael.allred1@va.gov)

b. TELEPHONE NO. (No Collect Calls)

8. OFFER DUE DATE/LOCAL TIME: 08-11-2026 12:00 PM PDT

9. ISSUED BY — CODE 36C260

Network Contracting Office 20
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [X] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 811310

SIZE STANDARD: $12.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

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

15. DELIVER TO — CODE 653

Department of Veterans Affairs
Roseburg VA Medical Center

913 NW Garden Valley Blvd
Roseburg OR 97471

16. ADMINISTERED BY — CODE 36C260

Network Contracting Office 20
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

17a. CONTRACTOR/OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NO. UEI: EFT:

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE ____

Dept of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO BOX 149971
Austin TX 78714-9971

PHONE: FAX:

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

- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a requirement suppoorting the Roseburg VA Medical Center for Generator, ATS Maintenance and Load Bank Testing This is a request for a 1-year Base and 4 1-year Options totaling a 5-year Period of Performance Contractors must submit quotes to Michael Allred at michael.allred1@va.gov by the date and time identified in block 8 of this SF-1449 A responsive quote will include a signed SF-1449, a quotation for all items and all option years, Past Performance Per E.1 Provision 52.212-1, a properly completed and signed C.11 VAAR Clause 852.219-75 for Limitations of Subcontracting, and Trade Agreements Certificate under E.4 Provision 52.225-6				

(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 [X] 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 _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

- [ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED

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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 36C260

Network Contracting Office 20

ATTN: V4CONT

1601 E. Fourth Plain Blvd

Bldg.17, Suite B428

Vancouver WA 98661

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other []

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 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Annual Generator Service to include: 50 point check inspection with the following parts: oil filter, water filter if needed, fuel filter, oil change, coolant top off if needed and a 26 point inspection of the transfer switch. Air filters, belts and hose replacements are not included in standard pricing.: Generator Name: Yamabiko 25KVA Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	1.00	YR	_____	_____
0002	Annual Service 76 to 150 kW: Generator Names: CAT 125KVA, CAT 175KVA, CAT 150KVA, and Baldor 100KVA Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	4.00	EA	_____	_____
0003	Annual Service 301 to 350 kW: Generator Names: CAT 400KW, and Talyor 400KVA Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and	2.00	EA	_____	_____

	Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components				
0004	Annual Generator Service to include: 50 point check inspection with the following parts: oil filter, water filter if needed, fuel filter, oil change, coolant top off if needed and a 26 point inspection of the transfer switch. Air filters, belts and hose replacements are not included in standard pricing.: Generator Name: Cummins 1875KVA, Qty-3 Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____	_____
0005	ATS Maintenance: for 22 transfer switches per statement of work page 8 Each transfer switch will take approx. 30min Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	22.00	EA	_____	_____
0006	4 Hr Load Test Up to 100 kW: Generator Names: CAT 125KVA, Baldor 100KVA, and Yamabiko 25KVA Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____	_____
0007		2.00	EA	_____	_____

	4 Hour Load Test 101-300 kW : Generator Names: CAT 175KVA, and CAT 150KVA Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components				
0008	4 Hour Load Test 301-500 kW: Generator Name: CAT 400KW, and Talyor 400KVA Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	2.00	EA	_____	_____
0009	4 Hr Load Test over 1000 kW: Generator Name: Cummins 1875KVA Contract Period: Base POP Begin: 09-01-2026 POP End: 08-31-2027 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____	_____
1001	Annual Generator Service to include: 50 point check inspection with the following parts: oil filter, water filter if needed, fuel filter, oil change, coolant top off if needed and a 26 point inspection of the transfer switch. Air filters, belts and hose replacements are not included in standard pricing.: Generator Name: Yamabiko 25KVA Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and	1.00	YR	_____	_____

	Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components				
1002	Annual Service 76 to 150 kW: Generator Names: CAT 125KVA, CAT 175KVA, CAT 150KVA, and Baldor 100KVA Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	4.00	EA	_____	_____
1003	Annual Service 301 to 350 kW: Generator Names: CAT 400KW, and Talyor 400KVA Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	2.00	EA	_____	_____
1004	Annual Generator Service to include: 50 point check inspection with the following parts: oil filter, water filter if needed, fuel filter, oil change, coolant top off if needed and a 26 point inspection of the transfer switch. Air filters, belts and hose replacements are not included in standard pricing.: Generator Name: Cummins 1875KVA, Qty-3 Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____	_____
1005		22.00	EA	_____	_____

	ATS Maintenance: for 22 transfer switches per statement of work page 8 Each transfer switch will take approx. 30min Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components				
1006	4 Hr Load Test Up to 100 kW: Generator Names: CAT 125KVA, Baldor 100KVA, and Yamabiko 25KVA Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____	_____
1007	4 Hour Load Test 101-300 kW : Generator Names: CAT 175KVA, and CAT 150KVA Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	2.00	EA	_____	_____
1008	4 Hour Load Test 301-500 kW: Generator Name: CAT 400KW, and Talyor 400KVA Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and	2.00	EA	_____	_____

	Components				
1009	4 Hr Load Test over 1000 kW: Generator Name: Cummins 1875KVA Contract Period: Option 1 POP Begin: 09-01-2027 POP End: 08-31-2028 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____	_____
2001	Annual Generator Service to include: 50 point check inspection with the following parts: oil filter, water filter if needed, fuel filter, oil change, coolant top off if needed and a 26 point inspection of the transfer switch. Air filters, belts and hose replacements are not included in standard pricing.: Generator Name: Yamabiko 25KVA Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	1.00	YR	_____	_____
2002	Annual Service 76 to 150 kW: Generator Names: CAT 125KVA, CAT 175KVA, CAT 150KVA, and Baldor 100KVA Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	4.00	EA	_____	_____
2003	Annual Service 301 to 350 kW: Generator Names: CAT 400KW, and Talyor 400KVA Contract Period: Option 2	2.00	EA	_____	_____

	POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components				
2004	Annual Generator Service to include: 50 point check inspection with the following parts: oil filter, water filter if needed, fuel filter, oil change, coolant top off if needed and a 26 point inspection of the transfer switch. Air filters, belts and hose replacements are not included in standard pricing.: Generator Name: Cummins 1875KVA, Qty-3 Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____	_____
2005	ATS Maintenance: for 22 transfer switches per statement of work page 8 Each transfer switch will take approx. 30min Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	22.00	EA	_____	_____
2006	4 Hr Load Test Up to 100 kW: Generator Names: CAT 125KVA, Baldor 100KVA, and Yamabiko 25KVA Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and	3.00	EA	_____	_____

	Components				
2007	4 Hour Load Test 101-300 kW : Generator Names: CAT 175KVA, and CAT 150KVA Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	2.00	EA	_____	_____
2008	4 Hour Load Test 301-500 kW: Generator Name: CAT 400KW, and Talyor 400KVA Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	2.00	EA	_____	_____
2009	4 Hr Load Test over 1000 kW: Generator Name: Cummins 1875KVA Contract Period: Option 2 POP Begin: 09-01-2028 POP End: 08-31-2029 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____	_____
3001	Annual Generator Service to include: 50 point check inspection with the following parts: oil filter, water filter if needed, fuel filter, oil change, coolant top off if needed and a 26 point inspection of the transfer switch. Air filters, belts and hose replacements are not included in standard pricing.: Generator Name: Yamabiko 25KVA Contract Period: Option 3	1.00	YR	_____	_____

	POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components				
3002	Annual Service 76 to 150 kW: Generator Names: CAT 125KVA, CAT 175KVA, CAT 150KVA, and Baldor 100KVA Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	4.00	EA	_____	_____
3003	Annual Service 301 to 350 kW: Generator Names: CAT 400KW, and Talyor 400KVA Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	2.00	EA	_____	_____
3004	Annual Generator Service to include: 50 point check inspection with the following parts: oil filter, water filter if needed, fuel filter, oil change, coolant top off if needed and a 26 point inspection of the transfer switch. Air filters, belts and hose replacements are not included in standard pricing.: Generator Name: Cummins 1875KVA, Qty-3 Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and	3.00	EA	_____	_____

	Components				
3005	ATS Maintenance: for 22 transfer switches per statement of work page 8 Each transfer switch will take approx. 30min Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	22.00	EA	_____	_____
3006	4 Hr Load Test Up to 100 kW: Generator Names: CAT 125KVA, Baldor 100KVA, and Yamabiko 25KVA Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____	_____
3007	4 Hour Load Test 101-300 kW : Generator Names: CAT 175KVA, and CAT 150KVA Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	2.00	EA	_____	_____
3008	4 Hour Load Test 301-500 kW: Generator Name: CAT 400KW, and Talyor 400KVA Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and	2.00	EA	_____	_____

	Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components				
3009	4 Hr Load Test over 1000 kW: Generator Name: Cummins 1875KVA Contract Period: Option 3 POP Begin: 09-01-2029 POP End: 08-31-2030 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____	_____
4001	Annual Generator Service to include: 50 point check inspection with the following parts: oil filter, water filter if needed, fuel filter, oil change, coolant top off if needed and a 26 point inspection of the transfer switch. Air filters, belts and hose replacements are not included in standard pricing.: Generator Name: Yamabiko 25KVA Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	1.00	YR	_____	_____
4002	Annual Service 76 to 150 kW: Generator Names: CAT 125KVA, CAT 175KVA, CAT 150KVA, and Baldor 100KVA Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	4.00	EA	_____	_____
4003		2.00	EA	_____	_____

	Annual Service 301 to 350 kW: Generator Names: CAT 400KW, and Talyor 400KVA Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components				
4004	Annual Generator Service to include: 50 point check inspection with the following parts: oil filter, water filter if needed, fuel filter, oil change, coolant top off if needed and a 26 point inspection of the transfer switch. Air filters, belts and hose replacements are not included in standard pricing.: Generator Name: Cummins 1875KVA, Qty-3 Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____	_____
4005	ATS Maintenance: for 22 transfer switches per statement of work page 8 Each transfer switch will take approx. 30min Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	22.00	EA	_____	_____
4006	4 Hr Load Test Up to 100 kW: Generator Names: CAT 125KVA, Baldor 100KVA, and Yamabiko 25KVA Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and	3.00	EA	_____	_____

	Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components			
4007	4 Hour Load Test 101-300 kW : Generator Names: CAT 175KVA, and CAT 150KVA Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	2.00	EA	_____ _____
4008	4 Hour Load Test 301-500 kW: Generator Name: CAT 400KW, and Talyor 400KVA Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	2.00	EA	_____ _____
4009	4 Hr Load Test over 1000 kW: Generator Name: Cummins 1875KVA Contract Period: Option 4 POP Begin: 09-01-2030 POP End: 08-31-2031 PRINCIPAL NAICS CODE: 811310 - Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance PRODUCT/SERVICE CODE: J028 - Maintenance, Repair, and Rebuilding of Equipment - Engines, Turbines, and Components	3.00	EA	_____ _____
			GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001 - 0009	SHIP TO:	Roseburg VA Health Care System 913 NW Green Valley Blvd Roseburg, OR 97471 USA	ALL	See B.2 Schedule
1001- 1009	SHIP TO:	Roseburg VA Health Care System 913 NW Green Valley Blvd Roseburg, OR 97471 USA	ALL	See B.2 Schedule
2001- 2009	SHIP TO:	Roseburg VA Health Care System 913 NW Green Valley Blvd Roseburg, OR 97471 USA	ALL	See B.2 Schedule
3001- 3009	SHIP TO:	Roseburg VA Health Care System 913 NW Green Valley Blvd Roseburg, OR 97471 USA	ALL	See B.2 Schedule
4001 – 4009	SHIP TO:	Roseburg VA Health Care System 913 NW Green Valley Blvd Roseburg, OR 97471 USA	ALL	See B.2 Schedule

B.4 STATEMENT OF WORK (SOW)

Title: Generator, ATS Maintenance, and Load Bank Testing

Roseburg Veteran Affairs Health Care Systems

(Base Year Plus Four Option Years – Period of Performance under section B.2 Schedule may change based on date of award)

Part I: General

A. Introduction

Roseburg Veteran Affairs Health Systems requires comprehensive maintenance, annual load bank testing, and annual ATS (Automatic Transfer Switch) testing on generators located at the facility.

B. Background

Roseburg Veteran Affairs Health Care Systems provides inpatient and outpatient care. Uninterrupted electrical power is essential for quality patient care and veteran safety. Generator and ATS reliability are critical for healthcare operations.

C. Scope

The Contractor shall provide all equipment, labor, materials, and supervision necessary for annual generator and ATS maintenance, load bank testing, coolant system service/replacement, and fuel testing per ANSI standards. All compliance, documentation, and reporting are included. Contractor must supply all required consumables, parts, tools, and a properly sized backup emergency generator to ensure uninterrupted power during maintenance activities.

D. Applicable Documents

VHA Directive 2006-056 – Electrical Power Distribution System

VHA Directive 1028- Facility Electrical Power Systems

OSHA 1910.269 – Electric Power Generation, Transmission, and Distribution

NFPA 70 – National Electrical Code

NFPA 70E – Standard for Electrical Safety in the Workplace

NFPA 99 – Standard for Healthcare Facilities

NFPA 101 – Life Safety Code

NFPA 110 – Emergency and Standby Power Systems

Joint Commission EC.7.40.1 and EC.7.40.7

Part II: Work Requirements

1.0 Performance Requirements

All work shall maintain system integrity and be performed per OSHA, EPA, NFPA, VA, Federal, State, and local codes and regulations.

Contractor must submit for COR/POC approval prior to work start:

1) Technician certification/licensure: Certified Generator Technicians

All service on generator sets and ATS's must be performed by -Certified Generator Technicians.

2) Safety plans, including equipment specific Lock-Out Tag-Out procedures and electrical safety plans
3) Safety Data Sheets (SDS) for all chemicals—approval required before bringing on-site
4) The maintenance worksheet/checklist to be used for documentation

All offsite calibration of generator components must be at an authorized Generator repair location; provide calibration certificates for each component.

Site visits, including emergencies, are to be scheduled in advance with the COR/POC.

Only authentic OEM parts are to be used. Parts replacement requires COR/POC concurrence.

Standard work hours are 0700–1630, unless otherwise approved by the COR/POC. Work shall not interrupt patient care; hours may be adjusted to avoid disruption to patient services. The Contractor must provide advance notice to the COR/POC if any power fluctuations may occur in the Hospital.

Emergency response: Contractor must respond within 2 hours and be on-site within 4 hours to troubleshoot and/or repair.

All sites must be left clean and orderly; contractor to remove and dispose of all waste offsite. End-of-day cleanup is mandatory.

Contractor personnel must check in and out at Police Service (Building 57), sign the contractor log, and wear "Contractor" badges at all times. Coordinate with the COR/POC before starting work.

Proper personal protective equipment (PPE) and infection control must be maintained.

Tools, equipment, and materials are to be received offsite. Roseburg VA will not accept deliveries for this project. Contractor is responsible for security and transport of all materials.

Contractor vehicles must be parked in the designated areas.

All travel costs associated with performance of this contract are the responsibility of the Contractor and are provided at no additional cost to the government as part of this contract. Travel costs are defined but not limited to time and vehicle costs for personnel in travel to and from job site for all duties outlined in this specification, normal shipping charges on any parts or materials covered by this contract, costs associated with the normal shipping of parts or equipment out for repair that are covered under this contract, etc.

2.0 Technical Requirements

2.1 Annual Generator Maintenance:

All inspection, testing, and maintenance procedures, including all checklists, will be completed in accordance with the applicable manufacturer's guidelines, specifications and requirements, prevailing industry standards and codes.

All materials, fluid, parts, and components that are required to be replaced per manufactures service intervals and required labor will be included in this contract.

Checks shall be completed: engine stopped, engine running, and engine after running.

The vendor shall perform all manufacturers recommended routine maintenance, whether or not included in the list below.

Change lube oil, filters. OEM only.

Remove/dispose of materials offsite.

Batteries: Clean, test to NFPA 1110/ NFPA 99 standards; inspect chargers and alternator output.

Engine: Inspect, record pressures/temps, test shutdowns/alarms; inspect intake/exhaust, vibration, plugs/wires and other components listed in the OEM manual.

Fuel System: Inspect all fuel lines and hoses for leaks and condition; inspect day tank, float assembly, and fuel pump operation; check governor function; drain water and sediment from fuel filters and tanks. At each maintenance interval, contractor shall obtain fuel samples from each generator tank and perform fuel quality testing in accordance with current ANSI (American National Standards Institute) standards. Contractor shall document results and provide copies of fuel testing reports to the COR/POC.

Coolant: Inspect hoses, verify heater operation, test/replace coolant as required.

Controls: Verify output, adjust/test as necessary, check indicators/connections, timing sequencing & communications. All adjustments and corrections to programming and controls will be covered in the service contract.

Generator: Inspect/lube bearings, brushes, commutator, cooling, insulation, and all associated components.

Check all "V" and fan belts to make sure there are no hair line cracks on the belts, replace if cracked or worn. Inspect for worn, broken, or loose belts (alternator, fan, drive, etc.).

Block heater- Check for proper operation

Check operation and components of water jacket heating system.

Inspect unit thoroughly for loose fasteners.

Clean radiator air passages and exhaust air ducts.

Clean intake louvers and ducts.

Engine Crankcase Breather- Clean.

Engine mounts- Inspect

Engine protective devices- Check.

Engine speed/timing sensor- Clean/inspect.

Engine valve lash- Check.

Engine valve rotators- Inspect.

Fuel System Primary Filter (Water Separator) Element- Replace.

Fuel System secondary filter- Replace.

Generator Bearing- Lubricate.

Generator Set Vibration- Inspect.

Hoses and Clamps- Inspect/Replace.

Rotting Rectifier- Check.

Starting Motor- Inspect.

Water Pump- Inspect.

Inspect unit for corrosion. Remove any corrosion, prime and paint.

2.2 Load Bank Testing

Perform annually (per NFPA 110):

30% nameplate kW (30 min)

50% nameplate kW (30 min)

75% nameplate kW (60 min)

Monitor/record exhaust temperature; engines run "off-load" 5–10 min post-test.

Tri-annual: 3 hrs @ 30% kW, 1 hr @ 75% kW; log all data in 15-min intervals.

Test without interrupting facility power.

Base contract year will begin with tri-annual load testing

2.3 Annual ATS (Automatic Transfer Switch) Testing

Annual functional and visual ATS inspection including:

Exerciser clock operation

Functional transfer and retransfer (manual/automatic where practical)

Contacts/connections: pitting, corrosion, discoloration, overheating

Key/door interlocks

Bus bar joints/terminal lugs for condition

Insulation integrity

Indicator lamps/alarms

Perform infrared scanning/thermal imaging to look for temperature discrepancies

De-energize the switchgear (ATS's equipped with an isolation bypass feature do not need to be de-energized).

Remove the arc chutes and pole covers. Consult the manufacturer's information for proper procedure. This step will allow visual inspection of the main and arcing contacts.

Test and recalibrate all AC sensing and time-delay functions in the switchgear. Depending on the manufacturer, the steps required will vary.

Vacuum the accumulated dust from the switchgear and accessory panels. Never use air to blow out dirt. Subjecting the transfer switch mechanism to compressed air may have a detrimental effect by forcing dirt and debris into the switch mechanism.

Inspect for moisture or signs of previous wetness or dripping.

Immediate COR/POC notification for any safety/operational deficiencies

Vacuum the accumulated dust from the switchgear and accessory panels. Never use air to blow out dirt. Subjecting the transfer switch mechanism to compressed air may have a detrimental effect by forcing dirt and debris into the switch mechanism.

Inspect for moisture or signs of previous wetness or dripping.

Clean grime with an approved non-conductive solvent. Consult the OEM for a recommendation.

Inspect all main arcing contacts for excessive erosion and/or pitting. Arcing contacts are intended to be sacrificial by nature. They take the brunt of energy when making or breaking the load. Careful attention should be paid to these contacts.

Inspect all control relay contacts for excessive erosion and discoloration due to excessive heat.

Immediate COR/POC notification for any safety/operational deficiencies.

3.0 Deliverables

Annual maintenance schedule: Calendar year, coordinated with COR/POC at start of contract.

Prioritized phone support list: At contract commencement.

Proposed equipment/materials/chemicals (with SDS) for approval

Safety and lock-out/tag-out plans

Maintenance activity schedule/checklists

Maintenance/service reports: Submitted within 7 days of work completion, including:

Contractor and employee name/contact info

Date, work hours

Detailed description of work, deficiencies, equipment/PMIs

Signatures of technician and COR/POC

Bill of materials (BOM) with item, part #, qty, price assumption, material lead time

Certification of fuel testing results for each generator—performed to ANSI standards, with test reports provided

ATS test reports: Include findings on condition and operation of all ATS units.

Calibration certificates as required.

All required technician certifications/licensures.

Immediate deficiency notifications to the COR/POC as needed.

ATTACHMENTS

Attachment A : Equipment Tables

Generators

Cummins 1875KVA	QSK50-G4	11614-36	Generator Yard
Cummins 1875KVA	QSK50-G4	11614-37	Generator Yard
Cummins 1875KVA	QSK50-G4	50475	Generator Yard
CAT 125KVA	LC5 350	CATDDC15VNAP01266	B7- A104
CAT 175KVA	C6.6 LC5	G5A06633	B61- A100
CAT 400KW	C13 400	CAT00C13TKJE00230	B88- E104
CAT 150KVA	D150-8	CAT00C66VL600473	B86- C103
Talyor 400KVA	400 CPM	MT-0017306	B82
Baldor 100KVA	TS130T	17397-00908	B82
Yamabiko	DGK25F	D16201000140	T8

ATS DATA			
Building	Room	ATS	Model
1	E136	6	BTPCD
1	E137	7	BTPCD
1	E138	8	BTPCD
1	E139	Pharmacy	BTPCD
1AC	E132A1	1	BTPCB
1AC	E132A2	2	BTPCB
1AC	E132A3	3	BTPCB
1AC	E132A4	5	BTPCB
1AC	E132A5	9	BTPCB
1AC	E132A6	10	BTPCB
2	E102	EPD	BTPCB
2	E103	E1	BTPCB
7	204	TS1	BTPCB
71	BS101	11	BTPCB
81	E113	12	BTPCB
81	E114	13	BTPCB

81	**E115**	**14**	**BTPCB**
85	**D106**	**E**	**BTPCC**
85	**D107**	**N**	**BTPCB**
86	**E123**	**LS**	**BTPCB**
86	**E124**	**CR**	**BTPCC**
88	**GEN PAD**	**EQ**	**BTPCD**

4.0 Supporting Information

Security:

Contractor staff must complete VA Form 10176 Privacy Training and observe all VA security requirements.

Travel:

Not reimbursable; contractor is responsible for all travel/delivery expenses.

Place of Performance:

Roseburg Veteran Affairs Health Systems, 913, NW Garden Valley Blvd. Roseburg Oregon 97471

Period of Performance:

Base Year:

Four one-year option periods at the Government's discretion.

Government-Furnished Property:

None

Technician Qualifications:

Manufacturer-certified generator and ATS techs required.

Additional Services/Repairs:

Must be pre-approved and are not included in this contract's scope.

Prepared by:

Brandon Willis, Maintenance and Operations Supervisor

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)

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 calendar 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 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar 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 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (NOV 2025) (DEVIATION)

(a) *Equal opportunity clause*. The Contractor must abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative

action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

C.5 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
Electrician, Maintenance	$39.51

(End of Clause)

C.6 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this

contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

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

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) *New FASCSA orders report*.

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

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

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

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

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

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

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

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

(End of Provision)

C.9 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (NOV 2018)

(a) The Contractor shall conform to the standards established by: National Fire Protection Association (NFPA) as to NFPA 70 – National Electrical Code.

(b) The Contractor shall submit proof of conformance to the standard. This proof may be a label or seal affixed to the equipment or supplies, warranting that the item(s) have been tested in accordance with the standards and meet the contract requirement. Proof may also be furnished by the organization listed above certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(c) Offerors may obtain the standards cited in this provision by submitting a request, including the solicitation number, title and number of the publication to: National Fire Protection Association custserv@nfpa.org

(d) The offeror shall contact the Contracting Officer if response is not received within two weeks of the request.

(End of Clause)

C.10 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 multipleaward 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:

[X] 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.11 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) [X] *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.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.225-5	TRADE AGREEMENTS	NOV 2023
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-36	PAYMENT BY THIRD PARTY (DEVIATION)	NOV 2025
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 01 - Wage Determination - 2015-5578 Rev 28 - 19 pg, Dated 05/13/2026

SECTION E - SOLICITATION PROVISIONS

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

(a) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

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

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

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

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

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

(7) Past Performance information going back no more the three (3) years. Information will be included in a table (Excel or Word), including contract number (if applicable), a description of the work, overall or estimated contract value, and point of contact (name, phone, and email address). Contractor may include letters of reference or recommendations from this three (3) year period.

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

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

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

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

(d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of Provision)

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

(a) Evaluation factors. The Government may 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:

Price

Past Performance

(b) *Options (if applicable).* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

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

(End of Provision)

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

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

(End of Provision)

E.4 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2021)

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

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

Other End Products

Line item No.	Country of origin

[List as necessary]

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

(End of Provision)

E.5 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

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

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

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

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

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need

to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

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

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

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

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

(g) *Disclosure*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

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

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

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

(End of Provision)

FAR Number	Title	Date
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	JUN 1988
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023