

|  |  |  |  |   |  |   |  |
|--|--|--|--|---|--|---|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES</b>   |  |  |  | 1. REQUISITION NO.  |  | PAGE 1 OF 75  |  |
| <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>   |  |  |  |   |  |   |  |
| 2. CONTRACT NO.  |  | 3. AWARD/EFFECTIVE DATE  |  | 4. ORDER NO.  |  | 5. SOLICITATION NUMBER  |  |
|  |  |  |  |   |  | 36C24826Q0801   |  |
| 7. FOR SOLICITATION INFORMATION CALL:  |  | a. NAME<br>J'Vonne Wilson  |  |   |  | b. TELEPHONE NO. (No Collect Calls)<br>813-816-4620   |  |
|  |  |  |  |   |  | 8. OFFER DUE DATE/LOCAL TIME<br>06-16-2026 16:00 EDT  |  |
| 9. ISSUED BY<br>Department of Veterans Affairs<br>Network Contracting Office 8 (NCO 8)<br><br>8875 Hidden River Pkwy Ste 160A<br>Tampa FL 33637<br>J'Vonne Wilson<br>jvonne.wilson@va.gov  |  |  |  | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR:<br><br><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM      NAICS: 811210<br><input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB<br><input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)      SIZE STANDARD: \$34 Million |  |   |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE   |  | 12. DISCOUNT TERMS<br>Net 30   |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>   |  | 13b. RATING<br>N/A  |  |
|  |  |  |  |   |  | 14. METHOD OF SOLICITATION<br><input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |  |
| 15. DELIVER TO<br>Department of Veterans Affairs<br>James A. Haley Veterans Hospital (90C)<br>13000 Bruce B. Downs Blvd<br><br>Tampa FL 33612  |  |  |  | 16. ADMINISTERED BY<br>Department of Veterans Affairs<br>Network Contracting Office 8 (NCO 8)<br><br>8875 Hidden River Pkwy<br>Tampa FL 33637   |  |   |  |
| 17a. CONTRACTOR/OFFEROR  |  | 18a. PAYMENT WILL BE MADE BY   |  |   |  |   |  |
| CODE   |  | CODE   |  |   |  |   |  |
|  |  | Department of Veterans Affairs<br>Financial Services Center<br><br>P.O. Box 149971<br>Austin TX 78714-9971<br><br>PHONE:      FAX:   |  |   |  |   |  |
| TELEPHONE NO.      UEI:      EFT:  |  |  |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED<br><input type="checkbox"/> SEE ADDENDUM   |  |   |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER   |  |  |  |   |  |   |  |
| 19. ITEM NO.   |  | 20. See CONTINUATION Page<br>SCHEDULE OF SUPPLIES/SERVICES   |  | 21. QUANTITY  |  | 22. UNIT  |  |
|  |  |  |  |   |  | 23. UNIT PRICE  |  |
|  |  |  |  |   |  | 24. AMOUNT  |  |
|  |  | Quoters are to e-mail complete quotes to J'Vonne Wilson via e-mail at jvonne.wilson@va.gov no later than 4:00PM EST on June 26, 2026.<br><br>Highly encouraged site visit will be conducted prior to quote submission. The site visit will be conducted on June 23, 2026, at 9:00AM EST. Meeting location will be in the entrance of the SCI building adjacent to the parking garage.<br><br>All Vendors must send site visit request via e-mail to jvonne.wilson@va.gov no later than June 22, 2026, at 12:00PM EST. A confirmation e-mail will follow.<br><br>(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)   |  |   |  |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  |  |  |  | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.  |  |   |  |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  |  |  |  | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED  |  |   |  |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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 |  |  |  | <input type="checkbox"/> 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)<br>J'Vonne Wilson<br>Contracting Officer   |  | 31c. DATE SIGNED  |  |

## Table of Contents

|   |           |
|---|-----------|
| <b>SECTION A .....</b>  | <b>1</b>  |
| A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS<br>AND COMMERCIAL SERVICES.....                       | 1         |
| <b>SECTION B - CONTINUATION OF SF 1449 BLOCKS .....</b>   | <b>3</b>  |
| B.1 CONTRACT ADMINISTRATION DATA.....   | 3         |
| PERFORMANCE WORK STATEMENT (PWS).....   | 4         |
| B.2 PRICE/COST SCHEDULE .....   | 18        |
| ITEM INFORMATION .....  | 18        |
| <b>SECTION C - CONTRACT CLAUSES .....</b>   | <b>34</b> |
| C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS<br>AND COMMERCIAL SERVICES (NOV 2023).....             | 34        |
| C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) .....   | 39        |
| C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) ...   | 40        |
| C.4 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2025) (DEVIATION)<br>.....  | 40        |
| C.5 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS<br>(DEVIATION APR 2026) .....                      | 48        |
| C.6 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025)<br>(DEVIATION).....                                     | 49        |
| C.7 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION)<br>(MAR 2026).....                                | 58        |
| C.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) .....   | 62        |
| <b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS .....</b>   | <b>63</b> |
| <b>SECTION E - SOLICITATION PROVISIONS.....</b>   | <b>64</b> |
| E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND<br>COMMERCIAL SERVICES (SEP 2023).....                  | 64        |
| E.2 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION) ALTERNATE I (NOV<br>2025).....                                   | 68        |
| E.3 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS<br>AND CERTIFICATIONS (NOV 2025) (DEVIATION) ..... | 68        |
| E.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB<br>1998).....                                     | 72        |
| E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION<br>(OCT 2018) .....                                | 72        |
| E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018).....   | 73        |
| E.7 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL<br>SERVICES (NOV 2021) .....                               | 73        |
| WAGE DETERMINATION .....  | 74        |

## 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 36C248 J'Vonne Wilson

Department of Veterans Affairs

Network Contracting Office 8 (NCO 8)

8875 Hidden River Pkwy Ste 160A

Tampa FL 33637

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Upon Completion

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 |
|--------------|------|
|              |      |
|              |      |
|              |      |

## PERFORMANCE WORK STATEMENT (PWS)

James A. Haley Veterans Hospital

### Uninterruptible Power Supply Systems Preventative Maintenance

#### I. INTRODUCTION:

The James A. Haley Veterans Hospital (JAHVH) has a requirement to ensure/maintain an Uninterrupted Power Supply (UPS) to our mission critical facilities. The Contractor shall furnish all labor, parts, travel, and equipment to provide preventative maintenance services for 10 identified Uninterruptible Power Supply (UPS) Systems located at the following locations covered in this Performance Work Statement (PWS):

#### LIST OF UPS EQUIPMENT LOCATED IN JAHVH HOSPITAL

- |   |  |
|---|--|
| 1. Manufacturer: Active Power - Clean Source<br>Type: DC Flywheel<br>Model Number: CS2 Model Number: 80<br>Serial Number: 94020186044-1B<br>Equip. Entry Number: 673-EE89230<br>Location: Basement Bldg. 1, Room BB-003 | 2. Manufacturer: Exide/Powerware<br>Type: Static UPS<br><br>Serial Number: EV423ZBA04<br>Equip. Entry Number: 48693<br>Location: Basement Bldg. 1, Room BB-003                           |
| 3. Manufacturer: Staco<br>Type: Static UPS, 125 KVA<br>Model Number: FLU-125-00<br>Serial Number: MR41A P53954 008<br>Equip. Entry Number: N/A<br>Location: Basement Bldg. 1 BB-003                                     | 4. Manufacturer: Libert<br>Type: Static UPS<br>Model Number: 6533944-1<br>Serial Numbers: M12L3R0002<br>Equip. Entry Number: N/A<br>Location: Basement Bldg. 1 BB-0003                   |
| 5. Manufacturer: Powerware + Plus<br>Type: Static UPS<br>Model Number: 36124 36/24<br>Serial Number: ET214A0012<br>Serial Number:<br>Equip. Entry Number: 41923<br>Location: Tunnel to Bldg. 30, G001                   | 6. Manufacturer: Argus<br>Type: Static UPS<br>Model Number: NPOWER<br>Serial Number: 43674-01-001<br>RO Number: 101535<br>Equip. Entry Number: N/A<br>Location: Tunnel to Bldg. 30, G001 |
| 7. Manufacturer: APC<br>Type: Static UPS<br>Model Number: SUVTPF15KB4F<br>Serial Number: PS0809141797<br>Equip. Entry Number:<br>Location: Bldg.1, Room GE-005.   | 8. Manufacturer: Active Power<br>Type: Static FLYWHEEL<br>Model Number: 6533944-1<br>Serial Number: AP01632<br>Equipment Entry Number: 48694<br>Location: Bldg. 39, A-110                |
| 9. Manufacturer: Crucial Power Products<br>Type: Static UPS<br>Model Number: WR050H09LHT3-VA<br>Serial Number: WR1140<br>Equip. Entry Number: N/A<br>Location: Parking Garage   | 10. Manufacturer: Eaton<br>Type: Static UPS<br>Model Number: 9E-20<br>Serial Number: BG241LXX08<br>Equipment Entry Number: N/A<br>Location: Parking Garage                               |

The requirements above are hereafter referenced as "Maintenance". The Contractor shall perform to the standards in this contract. This Performance Work Statement (PWS) requires the work to be performed by qualified Contract Professionals, and they will hereafter be referred to as "Contractors." The Contractor shall

provide written assurance of the competency of their personnel and a list of credentials of approved service personnel for each model the Contractor services at the JAHVH to the Contracting Officer and/or the COR within 10 days after contract award. Contractor shall revise this documentation whenever service personnel are assigned or re-assigned to the JAHVH. The Contracting Officer or COR reserve the right to request authentication of factory training certificates or credentials from the Contractor at any time for any personnel who are servicing JAHVH equipment. The contractor will not require access to VA sensitive information, therefore the "Certification and Accreditation" (C&A) requirement in accordance with (IAW) *VA Handbook 6500.6 Contract Security* does not apply.

#### **Definitions/Acronyms/Abbreviations:**

- a) **Central Utility Plant (CEP)** - Maintains the VA utility infrastructure: Steam distribution piping/Chilled water distribution piping/Utilities/Electrical Substations/Electrical distribution system/Power Generation.
- b) **Center for Devices and Radiological Health (CDRH)**
- c) **Contracting Officer (CO)** – VA official with the authority to enter, administer, and/or terminate contracts and make related determinations and findings.
- d) **Contracting Officer's Representative (COR)** – VA official responsible for providing contract oversight and technical guidance to the Contracting Officer. Responsibilities include certification of invoices, placing orders for service, providing technical guidance, and overseeing technical aspects of the contract. All administrative functions remain with the Contracting Officer.
- e) **Contractor** –refers to both the prime Contractor and his/her employees, and any sub-contractor and their employees.
- f) **FSE** – Field service engineer
- g) **Fixed-price contract**- is a type of contract that provides for a **price** that is not subject to any adjustment based on the contractor's **cost** experience in performing the **contract**.
- h) **NICET** – National Institute for Certification in Engineering Technology
- i) **National Fire Protection Association (NFPA)** - is a United States trade association, albeit with some international members, that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments.
- j) **Out-Patient Clinic (OPC)** - the part of our VA hospital system designed for the treatment of veteran's outpatients with health problems who visit the VA for diagnosis or treatment out in their local community.
- k) **Quality Assurance Surveillance Plan (QASP)** – an organized written document used for quality assurance surveillance. The document contains specific methods for performing surveillance of the Contractors continuous performance.
- l) **Quality Control and Quality Control Plan (QCP)** – Those actions taken by the Contractor to control the production of goods or services so they will meet the requirements of the contract.
- m) **Performance Work Statement (PWS)** - is a statement of work for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.
- n) **Weekends, Holidays, Evenings and Nights Hours** – WHEN
- o) **JAMES A. HALEY Veterans Hospital - (JAHVH)**

#### **References:**

- a) **NFPA 70**, National Electric Code
- b) **NFPA 70B**, Chapter 28 Uninterruptible Power Supply (UPS) Systems
- c) **NFPA 70E**, Standard for Electrical Safety in the Workplace
- d) **NFPA 99**, Health Care Facilities Code, Latest Edition
- e) **NFPA 101**, Life Safety Code, Latest Edition
- f) **NFPA 110**, Standard for Emergency and Standby Power Systems, Latest Edition.
- g) **The Joint Commission Accreditation Manual for Hospitals**, Latest Edition.
- h) **OSHA Standard 29 CFR Part 1910**, Subparts: I, J, R, & S.
- i) **OSHA - Safety and Health Regulations for Construction Part 1926 Subpart K** - Electrical
- j) **Inter-National Electrical Testing Association (NETA)** – Maintenance & Testing Specifications
- k) **Operating/Maintenance manuals** and specifications of all components of identified UPS systems. The JAHVH will not provide service manuals or service diagnostic software to the contractor. The Contractor shall obtain, have on file, and make available to its FSE all operational and technical

documentation (such as operational and service manuals, schematics, and parts list), which are necessary to meet the performance requirements of this contract.

## II. SCOPE

Contractor shall coordinate Semi-Annual inspections/Preventative Maintenance (PM) with the COR at locations listed above. Contractors shall be required to sign in with the COR after contract award, before beginning a service call, emergency service, etc. When the COR is not available and during WHEN hours, the Contractor shall sign in/out at the Central Energy Plant bldg. 39 (813-972-7129). Upon completion of preventive maintenance (PM) inspection the Contractor shall leave a copy of the service report with the service and submit to the same location as designated above a service report annotating what service, calibration, etc., were performed and whether preventive maintenance was done. Each service report shall include the name of the contractor, name of Field Service Engineer (FSE), date, time (starting and ending), equipment downtime, hours of labor including costs (when emergency service is authorized outside of normal working hours), the parts utilized including costs, the nature of the problem, the nomenclature of the item replaced (serial number & VA inventory number), and the room number where equipment is located. The service designee and the FSE attesting that the equipment is in satisfactory working order and is functioning at an acceptable level of performance shall sign this report. The contractor shall sign out at the designated location before leaving.

**NOTE: Failure** to furnish a service report or obtain a signed copy of the service report could result in delay in payment or non-payment. The COR or alternate COR in the using service has the authority to approve/request a service call from the contractor.

### **Preventive maintenance (PM):**

- a) The contract shall include two (2) comprehensive scheduled PM inspections to be performed semi-annually. A mutually agreeable time for inspections will be scheduled through the COR.
- b) The contractor shall perform PM service to ensure that equipment listed in schedule functions in conformance with the latest published editions of NFPA, OSHA, CDRH. The contractor shall provide and utilize procedures and checklists with worksheet originals indicating work performed and actual values obtained (as applicable) provided to the COR at the completion of the PM. PM procedures will be submitted to the COR for approval prior to the initiation of this service contract.
- c) PM Services shall include but not be limited to the following:
  - Each manufacturer's specifically recommended PM checks to be performed on their type of equipment. (see above listed equipment in section of this PWS)
  - Cleaning of equipment
  - Reviewing operating system diagnostics to ensure the system is operating according to manufacturer's specifications
  - Calibrating and lubricating the equipment
  - Testing and replacing faulty batteries, durable parts, and parts which are likely to become faulty, fail, or become worn.
  - Measuring, adjusting, and calibrating as necessary for optimal performance
  - Returning the equipment to full and proper operating condition
  - Providing documentation of service performed
- d) The contractor shall furnish/replace all parts, equipment, and materials to meet identified Original Equipment Manufacturer (OEM) PM specifications. All materials shall be provided as part of this contract at the vendor's cost. The contractor shall have ready access to all replacement parts. The contractor shall maintain enough stock of all parts needed for maintenance of the equipment or be able to secure needed parts within three (3) calendar days. The contract does not cover operating supplies that are consumed during normal operation of the equipment covered. The contractor shall use new parts only. When requested, the contractor shall provide JAHVH with a letter from the manufacturer of the equipment specifying that all parts of the equipment will be sold to the contractor. All replacement parts provided under this contract shall be warranted for a period of one (1) year for

replacement of same including all applicable costs, e.g., travel, labor, etc. If published or issued by the equipment manufacturer, field service software/hardware updates/upgrades will be provided at no additional cost (to include parts and labor) during the contract period.

- e) Electrical safety inspections will be completed at the time of the PM and results will be documented and provided to the COR. Assemblies such as batteries which will be replaced as needed due to load test and analysis which would indicate that useful life has been exceeded, and or the entire UPS unit in the event of a catastrophic failure which renders the entire unit as unserviceable, (Unless the failure is caused by vendor's actions). Contractor shall provide a quote for all deficiencies not covered by Preventative Maintenance.
- f) The Contractor shall notify the COR in writing (report form) any uncorrected deficiencies. Contractor shall provide a quote for all deficiencies not covered by PM. Written notification shall include the type of deficiency noted, dated, and initialed. Contractor shall immediately notify the COR of any deficiencies, which are a hazard. It shall be the responsibility of James A Haley VA to take the necessary actions to initiate any Interim Life Safety Measures (ILSM).

\*Where assembly is only available, or sold as a complete assembly such as circuit boards, etc.

#### **Unscheduled Emergency Service:**

- g) All PM will be performed during the normal VA business hours (7:00 - 16:30) Monday through Friday, except Federal holidays, unless otherwise specified. Contractors may work outside normal business hours by arrangement with the COR if such services are provided without additional charge to the Government. Any overtime charges must be approved by the CO/COR or designee prior to the initiation of overtime work.
- h) A technical maintenance representative shall respond by telephone to the VA within one (1) hour of the original service call. The contractor shall arrive on-site for maintenance within two (2) business hours from the original service call. The equipment and all sub-systems shall be restored to fully operational status within twenty-four (24) business hours (three days) of the original call. All on-site visits will be authorized by the COR only.

#### **A. CONTRACT AWARD MEETING**

The contractor shall not commence performance on the tasks in this PWS until the CO has conducted a **Kickoff meeting** or advised the contractor that a kickoff meeting is waived.

#### **B. PERIOD OF PERFORMANCE**

This shall be a **firm-fixed price** contract. Period of performance will be from the date of award through twelve (12) months, with four (4) - option year periods. Option year periods will be date of award through one year. All options are exercised at the discretion of the government.

#### **C. CHANGES TO THE PERFORMANCE WORK STATEMENT (PWS)**

Any changes to this PWS shall be authorized and approved only through written correspondence from the CO. A copy of each change will be kept in a project folder with all other products of the project. Costs incurred by the contractor through the actions of parties other than CO shall be borne by the contractor.

#### **D. PERFORMANCE REQUIREMENTS:**

1. Contractor shall provide the necessary personnel and equipment to meet or exceed required service. Contractor shall have the following responsibilities:

- a) Provide licensed and trained personnel to perform the project in the State of Florida.
- b) Provide all supervision, labor and materials to complete all requirements described in this PWS.
- c) Contractor shall obtain all necessary licenses and permits required to perform this work required by this PWS, with each having completed the Occupational Safety & Health Administration (OSHA) approved 10-hour Construction Outreach Training or General Industry Outreach Training.
- d) Contractor shall take all precautions necessary to protect people and property from injury and/or damage during performance of this contract.
- e) Contractor shall be responsible for any injury to their employees as well as for any damages to personnel or Government property that occurs during the performance of this contract that is caused by the Contractor's fault or negligence.
- f) Contractor shall ensure that all areas where equipment is serviced under this contract are left in a clean, neat and orderly condition.
- g) Contractors shall have technical training and evident track records of working experience in Maintenance and Testing of UPS and related components in healthcare, industrial, educational, or commercial facilities for a minimum of five (5) years.
- h) Contractors shall possess and utilize all necessary tools, equipment, and Personal Protective Equipment (PPE) to perform all work safely, effectively, and timely. Tools, equipment, and PPE shall comply with OSHA Standard 29 CFR 1910, (Subpart I), and NFPA 70E. Prior to initiating work, the Contractor shall provide documentation demonstrating that all instruments, test equipment, tools, and PPE possess current calibration and safety inspections. Dated calibration and safety inspection labels shall be visible on all equipment as applicable
- i) Contractors shall Arrange and pay for all proper disposal of waste and debris.
- j) Contractors shall maintain project schedule agreed upon in the purchase order documents.
- k) Contractors shall Provide all OSHA site safety for each employee during work.
- l) Contractors shall ensure employees have completed background checks.

## 2. Contractor's Minimum Requirement

- a) The contractor shall provide a dedicated Account Manager to supervise all delivery of services by scope.
- b) The contractor shall always be escorted by a VA employee when conducting maintenance at all facilities.

## E. DELIVERABLES

The Contractor shall perform the services necessary to complete the tasks in accordance with the procedures described in a timely and professional manner, consistent with industry standards, at the location, place and time that the VA has set aside, and all in accordance with the PWS.

Contractor shall provide a copy of the inspection document used (field report) on the day of each inspection performed.

### 1. TESTING SPECIFICATIONS

All Preventative Maintenance (PM), testing, inspections, and calibrations of the UPS and its associated components shall be in accordance with applicable industry standards and manufacturers' recommendations. The initial PM schedule shall be submitted to the COR no later than 7 calendar days after award. The PM schedule shall be submitted to the COR sixty (60) days prior to the start of the next inspection.

## F. PERFORMANCE STANDARDS

Performance standards define desired services. The Government performs surveillance to determine if the Contractor exceeds, meets, or does not meet these standards. The Government shall use these standards to determine Contractor performance and shall compare Contractor performance to the Acceptable Quality Level (AQL). The Quality Assurance Surveillance Plan (QASP) method of surveillance will be conducted by random inspection and monthly monitoring. At the end of each option year, A Contractor Performance Assessment Reporting System (CPARS) will be sent to the contractor. The contractor has the right to either agree or respond. This report applies to this contract. <https://www.cpars.gov/>, <https://www.acquisition.gov/>.

## G. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)



**PURPOSE:** This QASP is a Government developed document used to ensure that the Government receives quality services and pays only for services provided. The QASP provides a systematic method to evaluate the services the Contractor is required to furnish.

**SCOPE:** The role of Government Quality Assurance is to ensure contract standards are achieved. The QASP provides guidelines and methods for the Government's oversight of the Contractor's quality control efforts to assure timely, effective services are provided IAW the contract order. The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract.

## **ROLES AND RESPONSIBILITIES:**

Contracting Officer (CO) - A person duly appointed with the authority to enter, administer and terminate contracts on behalf of the Government. The CO is the only person who can legally commit the Government and only the CO, as the Government's agent, can modify the contract/order. The CO is the final authority for determining the adequacy of the Contractor's performance. CO decisions arising under or relating to the contract are final.

Contracting Officer's Representative (COR) An individual designated in writing by the CO to perform specific technical and administrative functions within the scope and limitations of their written appointment (e.g., surveillance of Contractor's performance, accept services). The COR is not empowered to make any contractual commitments or authorize any changes to the order/contract or in any way obligate additional funds by the Government; such authority rests solely with the CO. The COR's primary duty is to monitor the Contractor's performance by physically checking to see that tasks are completed, reports are submitted, and desired outcomes are achieved. When a surveillance observation results in an unacceptable evaluation, the COR will report the unacceptable performance to the CO. The COR is not authorized to direct work, offer advice on how the work should be performed, change the contract, or in any way obligate payment of funds by the Government.

**METHOD OF SURVEILLANCE:** Simplified methods of surveillance will be used by the Government to evaluate contractor performance. The primary methods of surveillance are periodic assessments of service and customer feedback.

Periodic Assessment of Services — For services that occur over a few months, the COR will evaluate Contractor performance on a quarterly basis and upon completion of services. Generally, the Government will rely on the Contractor's Quality Control system to ensure that services conform to contract quality requirements before they are tendered to the Government for acceptance.

Customer Feedback — Customer feedback is typically obtained via telephone or email. Telephonic customer complaints must be followed up in writing/email. To be considered valid, the customer complaint must clearly articulate the nature of the complaint, time, date, etc. The COR will investigate the complaint; if determined valid, the COR will advise the CO and the Contractor of the deficiency. Copies of valid complaints and the resolution must be retained in the official contract file.

## **SURVEILLANCE PROCEDURES:**

The COR will evaluate the Contractor's performance quarterly against Performance Standards established in the contract/order. Evaluations will be to the extent practical to assure the contractor provides quality services IAW the requirements of the contract. Evaluations could be evaluation, /validation of contractor supplied performance data, as well as analysis of Customer feedback, for performance trends and to ensure valid customer concerns are resolved timely.

If at any time the COR receives indicators (e.g. Valid customer complaints or notes Performance Standards are not being met) that the Contractor's performance is less than acceptable, the COR will investigate to determine if this is a onetime issue that has been promptly corrected, or if the discrepancy is systemic in nature. If the issue is determined to be an isolated occurrence, the COR will continue with

Quarterly Evaluations. If the issue is recurring and systemic in nature, the COR will perform more frequent evaluations.

The COR will notify the Contractor each time an unacceptable observation has been recorded and ask the Contractor to correct the problem. The COR will record the contract requirement, the specific deficiency to the requirement, the date and time it was discovered, and have the Contractor initial the entry. The Contractor will be given two working days after notification to correct the deficiency in accordance with requirements of the contract. Deficiencies that cannot be corrected within two working days will be reported to the Contracting Officer.

The COR will re-examine services that are found to be deficient. Failure to complete corrective actions will be reported immediately to the CO for further action. Upon satisfactory completion of the work, the COR will accept the services provided and authorize payment, by approving the Contractor's invoice in Wide Area Workflow.

#### **SURVEILLANCE STANDARD:**

The Performance Standard set forth in the PWS and Line items is the standard the Contractor must meet for services to be deemed acceptable. Generally, under commercial services contracts, the Government is relying on the Contractor's assurances that the services conform to contract requirements. Consistent with FAR 52.212-4, Contract Terms and Conditions, (a) Inspection and Acceptance, the Contractor shall only tender for acceptance those services that conform to the requirements of the contract/order. The Government may require re-performance of nonconforming services with no increase in contract price. The Government reserves the right to refuse acceptance of nonconforming services. In no case, shall the Government's right to inspect services under the inspection provisions of the contract be prejudiced.

#### **QUALITY ASSURANCE SURVEILLANCE FILE:** The COR file should contain:

- a) Copy of the COR appointment letter from the CO, any changes to that letter and any termination letters
- b) Training Certifications for COR
- c) Copy of the contract and all contract modifications
- d) Copy of the applicable Quality Assurance Surveillance Plan (QASP)
- e) Copy of the contractor's Quality Control Plan (QCP)
- f) All correspondence initiated by authorized representatives (Contractor or Government) concerning performance of the contract
- g) Names, position titles and contact information of all key personnel assigned to this contract, both Government and Contractor
- h) Surveillance schedules
- i) Surveillance Checklists
- j) Records of all inspections performed and the results
- k) Customer Feedback
- l) Memoranda for record of minutes of any meeting, telephone conversations and discussions with the contractor or others pertaining to the contract or contract performance
- m) Documentation pertaining to acceptance of services, reports or data

**RECORDS:** All records will be retained for 5 years. The COR will forward these records to the CO upon completion of the contract/order.

**CHANGES:** The QASP is a living document and, as such, may be changed as needed. However, the CO must approve changes. The COR will submit recommended changes to the CO for approval.

1. Deliverables

#### **RECORDS MANAGEMENT OBLIGATIONS**

##### *A. Applicability*

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

## **B. Definitions**

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes [Agency] records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their [Agency] contract.
4. may include deliverables and documentation associated with deliverables.

## **C. Requirements**

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created while performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. James A. Haley Veterans' Hospital and Clinics and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of James A. Haley Veterans' Hospital and Clinics or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to James A. Haley Veterans' Hospital and Clinics. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment are properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment are no longer required, it shall be returned to James A. Haley Veterans' Hospital and Clinics

control, or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and James A. Haley Veterans' Hospital and Clinics guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with James A. Haley Veterans' Hospital and Clinics policy.
8. The Contractor shall not create or maintain any records containing any non-public James A. Haley Veterans' Hospital and Clinics information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. James A. Haley Veterans' Hospital and Clinics owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which James A. Haley Veterans' Hospital and Clinics shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take James A. Haley Veterans' Hospital and Clinics-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

**D. Flow down of requirements to subcontractors**

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

| Factor No. | Tasks                      | Performance Indicators                          | Performance Measures  | Acceptable Quality Level (AQL) | Incentive (Positive &/or Negative) (impact on Contractor Payments)   |
|------------|----------------------------|---|---|--------------------------------|--|
| 1          | Scheduled Maintenance      | Schedules shall meet or exceed all time limits  | Initial schedule, to the COR NLT 7 calendar days after award. Subsequent PM submitted to the COR sixty (60) days prior to the start of the next | 100% per occurrence            | Positive: Acceptable rating in Contactor Performance Assessment Reporting System (CPARS)<br><br>Negative: May result in adverse CPARS rating   |
| 2          | Performance of Maintenance | Authorized personnel performing the maintenance | Random inspection of License/Certification  | 100% per random occurrence     | Positive: Acceptable rating in Contactor Performance Assessment Reporting System (CPARS)<br><br>Negative: Provide certified personnel to perform services immediately, May result in adverse CPARS rating; May deduct up to 10% of service not accomplished properly |
|            |                            |   |   |                                | Positive: Acceptable rating in Contactor Performance   |

## **PERIOD OF PERFORMANCE**

Contractors shall follow the schedule of specific dates for the Maintenance of the UPS in the above-mentioned buildings. Schedule must be submitted seven (7) calendar days after contract award notification and prior to performing contract work.

Contractors must provide an annual schedule each calendar year and contact the appropriate COR at least fourteen (14) calendar days in advance of performing maintenance.

For scheduling purposes, the performance of inspection will be required in each campus listed below. The semi-annual testing period will include 100% testing of all equipment which will be listed in the report. Any inspections that are performed out of stated cycle shall conform to the existing cycle stated below (semi-annual inspection) at no cost to the government.

## **H. PERFORMANCE HOURS**

Normal workdays are Monday through Friday, First Shift: 7:00am to 3:30pm /Second Shift: 3:00pm to 11:30pm to include weekends and Federal Holidays. Contractors shall perform all work during first & second shifts to include weekends, when possible, but shall perform any work that will affect patient care systems during times that will be the least disruptive (WHEN hours) when required by the COR. Contractor shall remove all parts and debris daily from the JAHVH Campuses work site, and contractor is responsible for complete daily clean-up and debris removals until inspections are completed. Contractor shall submit a daily report on progress on the project to the COR or authorized personnel.

1. Government normal duty hours are from 0700-1630, Monday through Friday, excluding Federal holidays. There are ten Federal Holidays as follows:

|                        |                                     |
|------------------------|-------------------------------------|
| New Year's Day         | January 1                           |
| Martin Luther King Day | 3 <sup>rd</sup> Monday in January   |
| President's Day        | 3 <sup>rd</sup> Monday in February  |
| Memorial Day           | Last Monday in May                  |
| Independence Day       | July 4                              |
| Labor Day              | 1 <sup>st</sup> Monday in September |
| Columbus Day           | 2 <sup>nd</sup> Monday in October   |
| Veterans Day           | November 11                         |
| Thanksgiving Day       | Last Thursday in November           |
| Christmas Day          | December 25                         |

2. If a holiday falls on Sunday, the following Monday will be observed as the National Holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National Holiday by the U.S. Government agencies. Also, included would be any day specifically declared by the President of the United States of America as a National Holiday.
3. All work that is to be completed during WHEN hours will be done at no extra cost to the government.

### **III. GENERAL INFORMATION**

#### **A. KEY PERSONNEL REPLACEMENT AND SUBSTITUTION**

1. The contractor shall provide a list of authorized personnel and phone numbers listing all service points of contact to the Contracting Officer Representative no later than 10 days after the award date. Notification of substitutions or replacement of key personnel shall be in writing and shall provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request shall contain a complete resume for the proposed substitute, and any other information requested or required by the Contracting Officer to approve or disapprove the request. Proposed substitutes shall have qualifications that are equal to or higher than the personnel being augmented. The Contracting Officer or his/her authorized representative shall evaluate such requests and promptly notify the Contractor in writing whether the proposed substitution is acceptable.
2. If the Contracting Officer determines that, (1) suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming, or (2) the resultant substitution would be so substantial as to impair the successful completion of the contract or the task order in accordance with the proposal accepted by the Government at time of contract award, the Contracting Officer may, (1) Send a letter of correction or cure (2) terminate the contract for default or for the convenience of the Government, as appropriate, or (3) at his discretion, if he finds the Contractor at fault for the condition, equitably adjust the contract price downward to compensate the Government for any resultant delay, loss or damage.
3. The Contractor shall replace any absent individual for any period greater than one workday (may be changed) to leave a full complement of trained qualified personnel at all times with no disruption of services.

#### **B. CONTRACTOR PERSONNEL AND MANAGEMENT**

##### **1. Contractor Personnel**

- a) The Contractor shall be responsible for the performance and conduct of its employees. Personnel employed by the Contractor in the performance of this PWS or any representative of the Contractor entering the VA premises shall be subject to inspections by the Government as deemed necessary. The Contractor shall not employ for performance under this contract, any person whose employment would result in a conflict of interest with the Government's standards of conduct.

- b) The Contractor is completely responsible for all actions of their employees. All contractor personnel employed in the performance of this contract shall comply with all VA building regulations, policies, and guidelines while on the premises. Contractor personnel shall be free of body odor and wear clean clothing (uniforms as appropriate) while performing duties under this contract. The Contractor shall consider the clinical environment and instruct/train their personnel in applicable safety precautions and special requirements. These requirements may include but are not limited to such conditions as human secretions, blood, barium, etc. Contractor personnel shall take appropriate precautions while performing duties applicable to this contract.
- c) Personal Appearance - Contractor employees shall be well-groomed, clean, and neat in appearance; clothes properly fitted, uniform appearance with nametags, and appropriately dressed for the work to be done. Contractor employees shall not wear clothing with slogans, drawings, or language which could be construed as being lewd, obscene, profane, racially offensive, sexually suggestive, and anti-American or which advocates the use of illegal drugs or other unlawful conduct.
- d) Personnel Courtesy - Contractor employees shall not exhibit rude behavior. Loudness, vulgarity, rudeness, or other similar offensive conduct by an employee of the Contractor will be ground for denying the employee further access to the VA premises.

2. Parking - All Contractor-owned vehicles shall be maintained in a neat, presentable, and operational condition as determined by the Contracting Officer or COR. Contractor vehicles shall be clearly marked as distinguishable from Government Equipment. Markings shall include, but not limited to, the Contractor's name and telephone number on all equipment and vehicles used to carry out the requirements of the contract. Contractor vehicles will follow parking rules while on US government property and are subject to tow if illegally parked. It is the responsibility of the contractor to park in the appropriate designated parking areas. Information on parking is available from the Police and Security Section. Failure to park in appropriate/designated parking may be cause of a parking violation from the VA Police and may jeopardize the performance of the contract.

### 3. Identification Badges

- a) The COR will coordinate the issuance of required access badges to Contractor personnel. Contracted personnel visiting any of the locations listed above must issue a temporary badge or always have an escort with him. Badges will be issued from the visitor's location's desk or from the Facilities Management desk. All badges will be returned daily. Contract personnel shall wear laminated identification badges provided by the VA at all times when present and performing work. Badges shall be worn on the outer garment, attached to the outer shirt or jacket pocket by a button or clip or worn around the neck secured by an appropriate identification card lanyard.
- b) Government issued identification badge remains the property of the Government and shall be returned to the issuing office upon completion of work or at the end of the workday, which ever applies.
- c) Contractor Badges - In addition to the government furnished badge, Contractor personnel shall also wear a laminated contractor identification badge at all times when performing services under this Contract, including when on Government directed travel. The badge will contain a personal picture, name of employee, and Contractor's name. Badges shall be worn on the outer garment attached to the outer shirt or jacket pocket by a button or clip or worn around the neck secured by an appropriate identification card lanyard.

4. All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials. They must also ensure that all documents or reports produced by Contractor personnel are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

5. Safety/Security Requirements. The Contractor shall comply with all applicable federal, state and local laws and ensure performance is secure while protecting material, equipment, and supplies from damage and loss. Government security personnel shall have the express right to inspect for security violations at any time during the term of the contract.

6. All information generated in performance of this contract becomes property of the Government and must be surrendered upon request and/or completion of the contract. The Contractor must protect against the destruction and/or misplacement of all information produced under this contract, unless directed under local policy to destroy. This includes both hard and soft copies of data.

7. The Contractor shall not release any information (including photographs, files, public announcements, statements, denials, or confirmations) on any part of the subject matter of this contract or any phase of any program hereunder without the prior written approval of the Contracting Officer.

8. The Contractor personnel shall agree to comply with the Privacy Act of 1974 (the Act) and other applicable federal laws, rules, regulations and policies issued under the Act during and after the execution of this contract. Because confidential medical record information may be accessible and/or visible to Contractor employees during performance of their daily duties, the Contractor shall obtain a signed "confidentiality certificate" from each employee prior to allowing them to start work under this contract. Any information about an individual that is maintained by the VA, including, but not limited to, education, financial transactions, medical history, and criminal or employment history or any record that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, shall be kept CONFIDENTIAL. A copy of this certification shall be provided to the COR upon request.

#### 9. Standard of Conduct

- a) Conduct of Personnel. Government rules, regulations, laws, directives, and requirements that are issued during the Contract term relating to law and order, and security shall be applicable to all employees or representatives who enter the VA premises. Violation of such rules, regulations, laws, directives, or requirements shall be grounds for removal (permanently or temporarily as the Government determines) from the work site. Removal of employee does not relieve the Contractor from the responsibility for the work defined in this PWS.
- b) The Contracting Officer or designated representative (COR) may require the Contractor to remove any employee performing requirements under this PWS for reasons of misconduct, safety, or security risk posed. Contractor employees shall be subject to immediate dismissal from the premises upon determination by the COR that such action(s) is in the best interest of the Government.
- c) Contractor personnel are not authorized to carry or possess personal weapons to include, but not limited to, firearms and knives with a blade length in excess of three inches, while assigned under this contract.
- d) Working Attire and Appearance. Contractor personnel shall present a professional appearance commensurate with standards delineated for Government civilian personnel acting in similar capacities.
- e) The Government reserves the right to review Contractor personnel qualifications. Upon request, resumes shall be provided to the Contracting Officer prior to clearance approval, for review and acceptance by the COR. The intent is verification purpose and not for the Government to become the hiring authority.
- f) Contractor employees shall not consume alcohol or illegal drugs during working hours or at any other time the employees are performing work under this PWS. The Contractor shall not allow any employee to perform work if the employee is under the influence of alcohol or illegal drugs. Employees found to be under the influence of alcohol or illegal drugs during working hours will be immediately removed from duty. For purposes of this provision, the threshold for being under the influence of alcohol or illegal drugs is the same as that established by current laws for vehicle operations. The Contractor is



responsible for establishing the methods by which employees will be determined to be under the influence of alcohol or illegal drugs.

## **10. NON-PERSONAL SERVICE STATEMENT**

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance standards outlined in the PWS. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The tasks, duties, and responsibilities set forth in the contract may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

## **11. PERSONNEL QUALIFICATIONS**

- a) The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this PWS. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements. The history of each contractor employee must contain experience directly related to the task and functions he/she intends to perform under this contract. The Government reserves the right, during the life of the resulting contract, to request work histories on any contractor employee for the purpose of verifying compliance with the above requirements; additionally, the Government reserves the right to review resumes of contractor personnel proposed to be assigned. Personnel assigned to, or utilized by, the Contractor in performance of work shall be fully capable of performing the requirements contained in the PWS in an efficient, reliable, and professional manner. The normal manner of dress is business casual.
- b) Specific Personnel Qualifications Requirements –The contractor shall ensure that all personnel (to include subcontractors) have the appropriate certifications to inspect equipment. All certifications are inspectable by the government.
- c) Be a United States Citizen
- d) Possess the skills and abilities of performing the work as outlined in this PWS.
- e) Specialized Experience: The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this PWS. The Contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements. In addition, the Contractor shall comply with all Safety and Operational requirements of the Orlando VA Medical Center.

## **12. INSURANCE**

The Contractor shall procure and maintain for the entire contract period, Workmen's Compensation and employers Public Liability Insurance in accordance with laws of the State of Florida. Before commencing work under this contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. See FAR 52.228-5, Clauses Section. Contractor shall provide the CO with an original signed copy of Insurance Certification with appropriate coverage, no later than ten (10) calendar days after notice of award. The contractor will notify the VA immediately of any changes in insurance coverage. Failure to submit documentation regarding the above insurance requirement shall be grounds to terminate the contract for default

## **13. CONTRACT AWARD AND ADMINISTRATION DATE**

- a) The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. In the event the Contractor effects any such changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority, and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.
- b) No contract will be awarded nor payment made to any individual or entity that appears on the Health and Human Services Office of Inspector General's (HSS/OIG) List of Excluded Individuals/Entities, or any other Government sponsored list that identifies Contractors as being ineligible for contract award(s).

## 14. WALK THROUGH

The Government will conduct a site visit during the solicitation period for this requirement as listed below:

James A. Haley Veterans Hospital (JAHVH) – **TBD**

We will meet at CEP, 13000 Bruce B. Downs Blvd., Tampa, Florida 33612

The purpose of the site visit is to provide an opportunity for interested Offerors to ask questions, view the facilities, and for the Government to explain or clarify specifications and requirements. Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. SITE VISITS ARE NOT TO ANSWER QUESTIONS. ALL QUESTIONS HAVE TO BE PRESENTED IN WRITING AND ANSWERED VIA ADDENDUM. THAT WAY, IT DOES NOT PRESENT ANY ADVANTAGE TO A PARTICULAR COMPANY. SITE VISIT SHOULD NOT BE TO CLARIFY SPECIFICATION & REQUIREMENTS.

## B.2 PRICE/COST SCHEDULE

### ITEM INFORMATION

| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|-------------|---|----------|------|------------|--------|
| 0001        | UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (11-20 KVA) in accordance with PWS.<br>Eltek Flatpack2<br>G-001 Tunnel<br>Contract Period: Base<br>POP Begin: 07-01-2026<br>POP End: 06-30-2027<br>PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br>PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies | 1.00     | JB   |            |        |

|  |      |    |  |  |
|--|------|----|--|--|
| <b>0002</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Staco FLU-125-00<br/> Basement 1 BB-03<br/> Contract Period: Base<br/> POP Begin: 07-01-2026<br/> POP End: 06-30-2027<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p>                  |      |    |  |  |
| <b>0003</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Liebert Npower 130kVA<br/> Basement Bldg 1 BB-03<br/> Contract Period: Base<br/> POP Begin: 07-01-2026<br/> POP End: 06-30-2027<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p>        |      |    |  |  |
| <b>0004</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Staco FirstLine PLT 100kVA<br/> Tunnel to Bldg 30, G001<br/> Contract Period: Base<br/> POP Begin: 07-01-2026<br/> POP End: 06-30-2027<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p> |      |    |  |  |
| <b>0005</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (11-20 KVA).<br/> APC SUVT 15kVA</p>  |      |    |  |  |

Emergency Dept Bldg 1, Room GE-005  
Contract Period: Base  
POP Begin: 07-01-2026  
POP End: 06-30-2027  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**0006**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (151-300 KVA).  
Active Power Flywheel  
Bldg 39, Room A-110  
Contract Period: Base  
POP Begin: 07-01-2026  
POP End: 06-30-2027  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**0007**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (11-20 KVA).  
Crucial Power Products WR050H09LHT3-VA  
Parking Garage  
Contract Period: Base  
POP Begin: 07-01-2026  
POP End: 06-30-2027  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**0008**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (11-20 KVA).  
Eaton 9E-20  
Parking Garage  
Contract Period: Base  
POP Begin: 07-01-2026  
POP End: 06-30-2027  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance

PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

0009

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).  
Toshiba G8000  
Bldg 32 UPS  
Contract Period: Base  
POP Begin: 07-01-2026  
POP End: 06-30-2027  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

0010

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (21-50 KVA).  
Eaton 9355-30  
2B-256 Dialysis training room  
  
Contract Period: Base  
POP Begin: 07-01-2026  
POP End: 06-30-2027  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

1001

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (11-20 KVA) in accordance with PWS.  
Eltek Flatpack2  
G-001 Tunnel  
Contract Period: Option 1  
POP Begin: 07-01-2027  
POP End: 06-30-2028  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

|  |      |    |  |  |
|--|------|----|--|--|
| <b>1002</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Staco FLU-125-00<br/> Basement 1 BB-03<br/> Contract Period: Option 1<br/> POP Begin: 07-01-2027<br/> POP End: 06-30-2028<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p>                  |      |    |  |  |
| <b>1003</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Liebert Npower 130kVA<br/> Basement Bldg 1 BB-03<br/> Contract Period: Option 1<br/> POP Begin: 07-01-2027<br/> POP End: 06-30-2028<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p>        |      |    |  |  |
| <b>1004</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Staco FirstLine PLT 100kVA<br/> Tunnel to Bldg 30, G001<br/> Contract Period: Option 1<br/> POP Begin: 07-01-2027<br/> POP End: 06-30-2028<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p> |      |    |  |  |
| <b>1005</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (11-20 KVA).<br/> APC SUVT 15kVA</p>  |      |    |  |  |

Emergency Dept Bldg 1, Room GE-005  
Contract Period: Option 1  
POP Begin: 07-01-2027  
POP End: 06-30-2028  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**1006**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (151-300 KVA).  
Active Power Flywheel  
Bldg 39, Room A-110  
Contract Period: Option 1  
POP Begin: 07-01-2027  
POP End: 06-30-2028  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**1007**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (11-20 KVA).  
Crucial Power Products WR050H09LHT3-VA  
Parking Garage  
Contract Period: Option 1  
POP Begin: 07-01-2027  
POP End: 06-30-2028  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**1008**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (11-20 KVA).  
Eaton 9E-20  
Parking Garage  
Contract Period: Option 1  
POP Begin: 07-01-2027  
POP End: 06-30-2028  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance

PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

**1009**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).  
Toshiba G8000  
Bldg 32 UPS  
Contract Period: Option 1  
POP Begin: 07-01-2027  
POP End: 06-30-2028  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

**1010**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (21-50 KVA).  
Eaton 9355-30  
2B-256 Dialysis training room  
  
Contract Period: Option 1  
POP Begin: 07-01-2027  
POP End: 06-30-2028  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

**2001**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (11-20 KVA) in accordance with PWS.  
Eltek Flatpack2  
G-001 Tunnel  
Contract Period: Option 2  
POP Begin: 07-01-2028  
POP End: 06-30-2029  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies



|  |      |    |  |  |
|--|------|----|--|--|
| <b>2002</b>  | 1.00 | JB |  |  |
| UPS Full-Service Maintenance Contract w/semi-annual<br>(2) visits. Includes 24x7 emergency service, parts, labor<br>and associated battery groups (51-150 KVA).<br>Staco FLU-125-00<br>Basement 1 BB-03<br>Contract Period: Option 2<br>POP Begin: 07-01-2028<br>POP End: 06-30-2029<br>PRINCIPAL NAICS CODE: 811210 - Electronic and Precision<br>Equipment Repair and Maintenance<br>PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and<br>Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment<br>and Supplies                  |      |    |  |  |
| <b>2003</b>  | 1.00 | JB |  |  |
| UPS Full-Service Maintenance Contract w/semi-annual<br>(2) visits. Includes 24x7 emergency service, parts, labor<br>and associated battery groups (51-150 KVA).<br>Liebert Npower 130kVA<br>Basement Bldg 1 BB-03<br>Contract Period: Option 2<br>POP Begin: 07-01-2028<br>POP End: 06-30-2029<br>PRINCIPAL NAICS CODE: 811210 - Electronic and Precision<br>Equipment Repair and Maintenance<br>PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and<br>Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment<br>and Supplies        |      |    |  |  |
| <b>2004</b>  | 1.00 | JB |  |  |
| UPS Full-Service Maintenance Contract w/semi-annual<br>(2) visits. Includes 24x7 emergency service, parts, labor<br>and associated battery groups (51-150 KVA).<br>Staco FirstLine PLT 100kVA<br>Tunnel to Bldg 30, G001<br>Contract Period: Option 2<br>POP Begin: 07-01-2028<br>POP End: 06-30-2029<br>PRINCIPAL NAICS CODE: 811210 - Electronic and Precision<br>Equipment Repair and Maintenance<br>PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and<br>Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment<br>and Supplies |      |    |  |  |
| <b>2005</b>  | 1.00 | JB |  |  |
| UPS Full-Service Maintenance Contract w/semi-annual<br>(2) visits. Includes 24x7 emergency service, parts, labor<br>and associated battery groups (11-20 KVA).<br>APC SUVT 15kVA   |      |    |  |  |

Emergency Dept Bldg 1, Room GE-005  
Contract Period: Option 2  
POP Begin: 07-01-2028  
POP End: 06-30-2029  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**2006**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (151-300 KVA).  
Active Power Flywheel  
Bldg 39, Room A-110  
Contract Period: Option 2  
POP Begin: 07-01-2028  
POP End: 06-30-2029  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**2007**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (11-20 KVA).  
Crucial Power Products WR050H09LHT3-VA  
Parking Garage  
Contract Period: Option 2  
POP Begin: 07-01-2028  
POP End: 06-30-2029  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**2008**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (11-20 KVA).  
Eaton 9E-20  
Parking Garage  
Contract Period: Option 2  
POP Begin: 07-01-2028  
POP End: 06-30-2029  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance

PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

**2009**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).  
Toshiba G8000  
Bldg 32 UPS  
Contract Period: Option 2  
POP Begin: 07-01-2028  
POP End: 06-30-2029  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

**2010**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (21-50 KVA).  
Eaton 9355-30  
2B-256 Dialysis training room  
  
Contract Period: Option 2  
POP Begin: 07-01-2028  
POP End: 06-30-2029  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

**3001**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (11-20 KVA) in accordance with PWS.  
Eltek Flatpack2  
G-001 Tunnel  
Contract Period: Option 3  
POP Begin: 07-01-2029  
POP End: 06-30-2030  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

|  |      |    |  |  |
|--|------|----|--|--|
| <b>3002</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Staco FLU-125-00<br/> Basement 1 BB-03<br/> Contract Period: Option 3<br/> POP Begin: 07-01-2029<br/> POP End: 06-30-2030<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p>                  |      |    |  |  |
| <b>3003</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Liebert Npower 130kVA<br/> Basement Bldg 1 BB-03<br/> Contract Period: Option 3<br/> POP Begin: 07-01-2029<br/> POP End: 06-30-2030<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p>        |      |    |  |  |
| <b>3004</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Staco FirstLine PLT 100kVA<br/> Tunnel to Bldg 30, G001<br/> Contract Period: Option 3<br/> POP Begin: 07-01-2029<br/> POP End: 06-30-2030<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p> |      |    |  |  |
| <b>3005</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (11-20 KVA).<br/> APC SUVT 15kVA</p>  |      |    |  |  |

Emergency Dept Bldg 1, Room GE-005  
Contract Period: Option 3  
POP Begin: 07-01-2029  
POP End: 06-30-2030  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**3006**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (151-300 KVA).  
Active Power Flywheel  
Bldg 39, Room A-110  
Contract Period: Option 3  
POP Begin: 07-01-2029  
POP End: 06-30-2030  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**3007**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (11-20 KVA).  
Crucial Power Products WR050H09LHT3-VA  
Parking Garage  
Contract Period: Option 3  
POP Begin: 07-01-2029  
POP End: 06-30-2030  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**3008**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (11-20 KVA).  
Eaton 9E-20  
Parking Garage  
Contract Period: Option 3  
POP Begin: 07-01-2029  
POP End: 06-30-2030  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance

PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

**3009**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).  
Toshiba G8000  
Bldg 32 UPS  
Contract Period: Option 3  
POP Begin: 07-01-2029  
POP End: 06-30-2030  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

**3010**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (21-50 KVA).  
Eaton 9355-30  
2B-256 Dialysis training room  
  
Contract Period: Option 3  
POP Begin: 07-01-2029  
POP End: 06-30-2030  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

**4001**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (11-20 KVA) in accordance with PWS.  
Eltek Flatpack2  
G-001 Tunnel  
Contract Period: Option 4  
POP Begin: 07-01-2030  
POP End: 06-30-2031  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies

|  |      |    |  |  |
|--|------|----|--|--|
| <b>4002</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Staco FLU-125-00<br/> Basement 1 BB-03<br/> Contract Period: Option 4<br/> POP Begin: 07-01-2030<br/> POP End: 06-30-2031<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p>                  |      |    |  |  |
| <b>4003</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Liebert Npower 130kVA<br/> Basement Bldg 1 BB-03<br/> Contract Period: Option 4<br/> POP Begin: 07-01-2030<br/> POP End: 06-30-2031<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p>        |      |    |  |  |
| <b>4004</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (51-150 KVA).<br/> Staco FirstLine PLT 100kVA<br/> Tunnel to Bldg 30, G001<br/> Contract Period: Option 4<br/> POP Begin: 07-01-2030<br/> POP End: 06-30-2031<br/> PRINCIPAL NAICS CODE: 811210 - Electronic and Precision Equipment Repair and Maintenance<br/> PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment and Supplies</p> |      |    |  |  |
| <b>4005</b>  | 1.00 | JB |  |  |
| <p>UPS Full-Service Maintenance Contract w/semi-annual (2) visits. Includes 24x7 emergency service, parts, labor and associated battery groups (11-20 KVA).<br/> APC SUVT 15kVA</p>  |      |    |  |  |

Emergency Dept Bldg 1, Room GE-005  
 Contract Period: Option 4  
 POP Begin: 07-01-2030  
 POP End: 06-30-2031  
 PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
 Equipment Repair and Maintenance  
 PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
 Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
 and Supplies

**4006**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
 (2) visits. Includes 24x7 emergency service, parts, labor  
 and associated battery groups (151-300 KVA).  
 Active Power Flywheel  
 Bldg 39, Room A-110  
 Contract Period: Option 4  
 POP Begin: 07-01-2030  
 POP End: 06-30-2031  
 PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
 Equipment Repair and Maintenance  
 PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
 Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
 and Supplies

**4007**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
 (2) visits. Includes 24x7 emergency service, parts, labor  
 and associated battery groups (11-20 KVA).  
 Crucial Power Products WR050H09LHT3-VA  
 Parking Garage  
 Contract Period: Option 4  
 POP Begin: 07-01-2030  
 POP End: 06-30-2031  
 PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
 Equipment Repair and Maintenance  
 PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
 Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
 and Supplies

**4008**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
 (2) visits. Includes 24x7 emergency service, parts, labor  
 and associated battery groups (11-20 KVA).  
 Eaton 9E-20  
 Parking Garage  
 Contract Period: Option 4  
 POP Begin: 07-01-2030  
 POP End: 06-30-2031  
 PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
 Equipment Repair and Maintenance



PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**4009**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (51-150 KVA).  
Toshiba G8000  
Bldg 32 UPS  
Contract Period: Option 4  
POP Begin: 07-01-2030  
POP End: 06-30-2031  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**4010**

1.00 JB

UPS Full-Service Maintenance Contract w/semi-annual  
(2) visits. Includes 24x7 emergency service, parts, labor  
and associated battery groups (21-50 KVA).  
Eaton 9355-30  
2B-256 Dialysis training room  
  
Contract Period: Option 4  
POP Begin: 07-01-2030  
POP End: 06-30-2031  
PRINCIPAL NAICS CODE: 811210 - Electronic and Precision  
Equipment Repair and Maintenance  
PRODUCT/SERVICE CODE: J065 - Maintenance, Repair, and  
Rebuilding of Equipment - Medical, Dental, and Veterinary Equipment  
and Supplies

**GRAND TOTAL**

## SECTION C - CONTRACT CLAUSES

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

(a) *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.

(b) *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.

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

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

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(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 such as, 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. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line-item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of people to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

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

(5) *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; and

(D) Contractor point of contact.

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

(6) *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 33.211 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 32.607-2).

(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 default termination.

(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 prescribed in FAR 32.608-2 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 hereunder 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. 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 hereunder 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) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *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; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *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 Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

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

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

(End of Clause)

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

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

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

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to

prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

### **C.4 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2025) (DEVIATION)**

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

*Agent* means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

*Coercion* means-

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

*Commercial sex act* means any sex act on account of which anything of value is given to or received by any person.

*Commercially available off-the-shelf (COTS) item*—

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;
  - (ii) Sold in substantial quantities in the commercial marketplace; and



(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

*Debt bondage* means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

*Employee* means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

*Forced Labor* means knowingly providing or obtaining the labor or services of a person-

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

*Involuntary servitude* includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

*Recruitment fees* means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to—

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

*Severe forms of trafficking in persons* means-

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

*Sex trafficking* means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents must not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employee recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment—

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—

(ii) The requirements of paragraphs (b)(7)(i) of this clause must not apply to an employee who is—

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor must provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor must not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country's housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document must be in a language the employee understands. If the employee must relocate to perform the work, the work document must be provided to the employee at least five days prior to the employee relocating. The employee's work document must include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor must-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor must inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor must inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

(1) The Contractor must, at a minimum—

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited and must not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor must maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor must post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor must provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor must provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor must submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

(1) The Contractor must include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor must require submission prior to the award of the subcontract and annually thereafter. The certification must cover the items in paragraph (h)(5) of this clause.

(End of Clause)

## **C.5 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.6 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)**

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

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

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

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

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

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

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

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

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

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

*Covered telecommunications equipment or services* means—

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

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

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

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

*Critical technology* means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

*Kaspersky Lab-covered entity* means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*(4) Iran prohibitions.*

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

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

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

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

*(e) Governmentwide exclusion and removal orders.*

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

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

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

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

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

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

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

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

*(h) General report.*

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

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



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

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

(iv) The entity that produced the product or service (including 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.7 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026)**

(a) Definitions. As used in this clause –

*VA Information system* is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing,

maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

*VA sensitive information* means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

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

(c) *Risk and Sensitivity Levels*. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract. \*VA Administrations, organizations and staff offices will use the OPM [Position Designation Tool](#).

| Positions/Tasks Designated as Non-Sensitive Positions – Tier 1/Low Risk |
|---|
|   |
|   |
|   |
|   |
|   |
|   |
|   |
| Positions/Tasks Designated as Non-Sensitive Positions – Tier 2/Mod Risk |
|   |
|   |
|   |

|   |
|---|
|   |
|   |
|   |
| <b>Positions/Tasks Designated as Non-Sensitive Positions – Tier 4/High Risk</b> |
|   |
|   |
|   |
|   |
|   |
|   |

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

Tier 3:

Tier 5:

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

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

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract. The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards*. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information or information or information or information or information. Contractor and

subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

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

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

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

1. Contractor/subcontractor employee name.
2. Name of VA facility where Contractor/subcontractor employee works, if applicable.
3. Date background check submitted for Contractor/subcontractor employee.
4. Date PIV/identification card issued to Contractor/subcontractor employee.
5. Contractor/subcontractor employee's PIV/identification card number, as applicable.
6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.
7. Date Contractor notified VA that PIV/identification card is no longer required.
8. Date Contractor returned PIV/identification card was returned to VA.

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

information, or information technology or VA information system containing such data or information.

(End of Clause)

## **C.8 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)

| <b><u>FAR<br/>Number</u></b> | <b><u>Title</u></b>  | <b><u>Date</u></b> |
|------------------------------|--|--------------------|
| 52.203-17                    | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS   | NOV 2023           |
| 52.204-9                     | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL   | JAN 2011           |
| 52.204-13                    | SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)  | NOV 2025           |
| 852.201-70                   | CONTRACTING OFFICER'S REPRESENTATIVE   | DEC 2022           |
| 852.203-70                   | COMMERCIAL ADVERTISING   | MAY 2018           |
| 852.204-70                   | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)   | MAR 2026           |
| 852.215-70                   | SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)                 | JAN 2023           |
| 852.215-71                   | EVALUATION FACTOR COMMITMENTS  | OCT 2019           |
| 852.219-73                   | VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (DEVIATION)         | JAN 2023           |
| 852.219-75                   | VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (DEVIATION) | JAN 2023           |
| 852.232-72                   | ELECTRONIC SUBMISSION OF PAYMENT REQUESTS  | NOV 2018           |

(End of Addendum to 52.212-4)

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

### **Attachment D1 LoS Certification**

- See attached document: Attachment D1 LoS Certification.

## SECTION E - SOLICITATION PROVISIONS

### E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *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. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;



(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) 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) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) 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.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *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 from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be 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.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and product descriptions can be downloaded from the ASSIST website at <https://assist.dla.mil>.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at <https://assist.dla.mil>.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by-

(i) Using the ASSIST feedback module (<https://assist.dla.mil/feedback>); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at [assisthelp@dlamail.mil](mailto:assisthelp@dlamail.mil).

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall 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 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 source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

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

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

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

### **E.2 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION) ALTERNATE I (NOV 2025)**

Offerors may propose an alternative contract type.

(End of Provision)

### **E.3 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 agreement 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](mailto: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 (including 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 whether 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.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of Provision)

#### **E.5 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)**

(a) Any protest filed by an interested party shall—

(1) Include the name, address, fax number, email and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;



(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## **E.6 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)**

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: [EDProtests@va.gov](mailto:EDProtests@va.gov).

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

| <b><u>FAR<br/>Number</u></b> | <b><u>Title</u></b>   | <b><u>Date</u></b> |
|------------------------------|---|--------------------|
| 52.204-7                     | SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)                                  | NOV 2025           |
| 52.222-35                    | EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)  | NOV 2025           |
| 52.222-35                    | EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)<br>ALTERNATE I (JUL 2014)                  | NOV 2025           |
| 52.222-36                    | EQUAL OPPORTUNITY FOR WORKERS WITH<br>DISABILITIES (DEVIATION)                        | NOV 2025           |
| 52.222-40                    | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE<br>NATIONAL LABOR RELATIONS ACT (DEVIATION) | NOV 2025           |
| 52.232-33                    | PAYMENT BY ELECTRONIC FUNDS TRANSFER—<br>SYSTEM FOR AWARD MANAGEMENT                  | OCT 2018           |
| 852.239-75                   | INFORMATION AND COMMUNICATION TECHNOLOGY<br>ACCESSIBILITY NOTICE                      | FEB 2023           |

(End of Addendum to 52.212-1)

## **E.7 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

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

Technical and past performance, when combined, are .

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

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

(End of Provision)

## WAGE DETERMINATION

The DOL Wage Determination for the specific locality is available at [www.SAM.gov](http://www.SAM.gov); please note the listing, below is not all-inclusive wage determination of each area of performance. It is the contractor's responsibility to obtain and evaluate each wage determination locality.

Area: Florida Counties of Hernando, Hillsborough, Pasco, Pinellas

Wage Determination No.: 2015-4571

Revision No.: 29

Date of Last Revision: 05/13/2026

<https://sam.gov/wage-determination/2015-4571/29>

(i) This is a combined synopsis/solicitation for **Uninterruptible Power Supply (UPS) Preventative Maintenance Services** at James A. Haley Veterans' Hospital (JAHVH), as prepared in accordance with the format in [Subpart 12.6](#), as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. A Firm-Fixed Price purchase order is anticipated.

(ii) The solicitation number is **36C24826Q0801** and is issued as a request for quotation (RFQ).

(iii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2026-01 (eff. 3/13/2026).

(iv) This procurement is set-aside based on an order of priority as established in 38 U.S.C. 8127.

The combined synopsis/solicitation is: **100% Set-Aside for Service-Disabled Veteran Owned Small Business (SDVOSB)**. The associated North American Industrial Classification System (NAICS) code for this requirement is NAICS Code **811210: Electronic and Precision Equipment Repair and Maintenance** code and has a size standard of **\$34.0 Million**.

To be considered as a Service-Disabled Veteran Owned Small Business (SDVOSB), prospective offerors **must** be a verified SDVOSB on the U.S. Small Business Administration (SBA) Veteran Small Business Certification (VetCert) page (<https://veterans.certify.sba.gov/>) at the date and time set for receipt of offers.

Responses shall be on all or none basis, no partial submissions will be accepted. Quote must be valid for 90 days. All offerors must be registered in System for Award Management (SAM) at <https://www.sam.gov> at time offers are due to be considered for an award of a federal contract. Registration must be complete and not missing elements such as representations and certifications.

(v) **Site-Visit:** A Site-Visit will be **conducted on June 23, 2026, at 9:00am EST.** Interested vendors shall meet at James A. Haley Veteran's Hospital (JAHVH) 13000 Bruce B. Downs Blvd., Tampa, FL 33612, in the lobby of the SCI Building (across from the Parking Garage) **no later than (NLT) 9:00am EST.**

The Site-Visit is **"highly encouraged"** and expected prior to submission of quote.

Interested vendors who plan to attend the Site-Visit shall confirm **via email to [jvonne.wilson@va.gov](mailto:jvonne.wilson@va.gov) NLT Monday, June 22, 2026, at 12:00pm EST.**

**Vendor Questions:** All questions pertaining to this solicitation shall be in writing, sent by email to [jvonne.wilson@va.gov](mailto:jvonne.wilson@va.gov) and must be received **no later than (NLT) Wednesday, June 24, 2026, by 2:00 PM EST.** No further questions will be accepted after that date and time.

**Answers to Vendor Questions:** Answers to vendor questions will be posted on [www.SAM.gov](http://www.SAM.gov) (Contract Opportunities) on **Thursday, June 25, 2026, by 5:00 PM EST.**

**Quotes** must be emailed (along with the completed LoS Certification in VAAR 852.219-75 (SIGNED above) and all supporting documents required) to [jvonne.wilson@va.gov](mailto:jvonne.wilson@va.gov) and received **NLT 4:00 PM EST. on Friday, June 26, 2026.**

Quotes may be submitted on this document (If you use this form, Include your company information name, address, phone number, POC, POC email, and Unique Entity Identifier (UEI) #) or the vendor's own form.

**NO LATE QUOTES WILL BE ACCEPTED.**

(vi) For questions regarding the solicitation, please contact Mr. J'Vonne Wilson at [jvonne.wilson@va.gov](mailto:jvonne.wilson@va.gov)

End of Document