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

1. REQUISITION NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C24626Q0687	06-20-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Aleshia Hernandez	910-822-7095	07-01-2026 10:00am EDT

9. ISSUED BY — CODE 36C246

Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Dr.
Hampton VA 23667

10. THIS ACQUISITION IS

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

NAICS: 337920

SIZE STANDARD: 1000 Employees

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS: Net 30

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

13b. RATING: N/A

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

15. DELIVER TO — CODE

See Delivery Schedule

16. ADMINISTERED BY — CODE 36C246

Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Dr.
Hampton VA 23667

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

TELEPHONE NO. — UEI: — EFT:

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

18a. PAYMENT WILL BE MADE BY — CODE

Department of Veterans Affairs
Financial Services Center
P.O. Box 149971
Austin TX 78714-9971

PHONE: 512-460-5049 FAX: 512-460-5221

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This solicitation is for Solar Shades for Salisbury VA Medical Center. See Instructions to Offerors in Section E. POC: Aleshia Hernandez Email: Aleshia.Hernandez@va.gov (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4.. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) — 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Aleshia Hernandez, Contracting Officer — 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT:

Contracting Officer – Aleshia Hernandez
Aleshia.Hernandez@va.gov
Department of Veterans Affairs
Network Contracting Office 6
100 Emancipation Dr.
Hampton VA 23667

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] UPON COMPLETION OF SERVICES

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.

VA Financial Service Center (FSC) Electronic Invoice Presentment and Payment System
https://www.fsc.va.gov/einvoice.asp

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM #	DESCRIPTION OF SUPPLIES / SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Solar Shade, 4% Openness, approx. 40"w x 65"h See SOW for more details. Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 337920 - Blind and Shade Manufacturing PRODUCT/SERVICE CODE: 7195 - Miscellaneous Furniture and Fixtures	43.00	EA	_____	_____
0002	Solar Shade, 4% Openness, approx. 82"w x 65"h See SOW for more details. Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 337920 - Blind and Shade Manufacturing PRODUCT/SERVICE CODE: 7195 - Miscellaneous Furniture and Fixtures	14.00	EA	_____	_____
0003	Solar Shade, 4% Openness, approx. 114"w x 65"h See SOW for more details. Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 337920 - Blind and Shade Manufacturing PRODUCT/SERVICE CODE: 7195 - Miscellaneous Furniture and Fixtures	1.00	EA	_____	_____
0004	Solar Shade, 4% Openness, approx. 210"w x 65"h See SOW for more details. Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 337920 - Blind and Shade Manufacturing PRODUCT/SERVICE CODE: 7195 - Miscellaneous Furniture and Fixtures	1.00	EA	_____	_____
0005		1.00	JB	_____	_____

	Installation Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 337920 - Blind and Shade Manufacturing PRODUCT/SERVICE CODE: 7195 - Miscellaneous Furniture and Fixtures				
0006	Project Management Service Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 337920 - Blind and Shade Manufacturing PRODUCT/SERVICE CODE: 7195 - Miscellaneous Furniture and Fixtures	1.00	JB	_____	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001	SHIP TO:	Salisbury VA Medical Center 1601 Brenner., NC 28303 United States	43.00	30 Days ARO
	FOB:	DESTINATION		
0002	SHIP TO:	Salisbury VA Medical Center 1601 Brenner., NC 28303 United States	14.00	30 Days ARO
	FOB:	DESTINATION		
0003	SHIP TO:	Salisbury VA Medical Center 1601 Brenner., NC 28303 United States	1.00	30 Days ARO
	FOB:	DESTINATION		
0004	SHIP TO:	Salisbury VA Medical Center 1601 Brenner., NC 28303 United States	1.00	30 Days ARO
	FOB:	DESTINATION		

0005	SHIP TO:	Salisbury VA Medical Center 1601 Brenner., NC 28303 United States	1.00	30 Days ARO
	FOB:	DESTINATION		
0006	SHIP TO:	Salisbury VA Medical Center 1601 Brenner., NC 28303 United States	1.00	30 Days ARO
	FOB:	DESTINATION		

B.4 STATEMENT OF WORK

1.0 GENERAL SCOPE

The Veterans Health Administration (VHA) has a requirement for healthcare Solar Shades for the Bldg 3 PACT Renovation that meet the specifications and high-quality threshold while integrating excellent environmental stewardship.

This requirement includes healthcare solar shades and professional installation. Service required is detailed in SV2 section. The facility Point of Contact is Heather Barnhardt, Heather.Barnhardt@va.gov or Jamie Tierney, Jamie.Tierney1@va.gov.

The contractor shall provide all labor, materials, equipment, transportation, and supervision necessary to satisfy the needs of each ordering activity.

2.0 PERFORMANCE REQUIREMENTS

The contractor shall provide and be responsible for the technical assistance, development and generation of final specifications.

Delivery and installation will be required in July 2026.

Duty hours will be 7:30 am – 4:00 pm. The Government recognized US holidays are: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. If the holiday falls on Saturday, it is observed on Friday. If the holiday falls on Sunday, it is observed on Monday.

The contractor shall:

a. Coordinate and provide project management of all products and services to manage, design, order, ship, deliver and install new solar shades from the manufacturer until final acceptance by Heather Barnhardt, heather.barnhardt@va.gov.
b. Only include products that match or provide an equal substitute.
c. Provide maintenance manuals for all products specified.
d. Have on-site staff supervisors with OSHA 10 certification.
e. Provide proof of 2-Step Tuberculosis (TB) test with negative result for all staff that will be onsite.
f. Provide proof of flu vaccine for all staff that will be onsite if the contract takes place any time between November 30th to March 31st. If no flu vaccine, contracted staff must wear a mask at all times.

g. Provide valid ID.

3.0 KICKOFF MEETING

The prime contractor(s) shall participate in a kickoff meeting within ten (10) days of task order issuance, in person at Salisbury VA Medical Center, 1601 Brenner Avenue, Salisbury NC, 28144. Time and date will be determined by VA Point of Contact.

4.0 SUBMISSION OF QUESTIONS

Questions: All questions must be received by date on solicitation. All questions submitted for this solicitation must be electronically sent to the contracting officer's email. Questions received after the stated date and time may be addressed at the discretion of the Contracting Officer.

5.0 PRODUCT

General

All finished surfaces shall be free of scratches, marks, dents, or blemishes, and withstand staining, and exhibit flaking, cracking, or loss or adhesion.

Shades shall have smooth finishes with no hazardous projections, sharp corners, or detail, which can be hazardous and cause personal injury or damage.

All finishes to match existing finishes used throughout the Salisbury VA Medical Center which need to match what the IGCE states.

Salient Characteristics
Window Treatment

a. 10-year warranty
b. Solar shades to have 4% openness – Plain Weave , composition: 33.6% fiberglass/59.6% Vinyl/ 6.8% Polyester. UV Blocking 96%, Width: a minimum of 98", weight: 18.8 oz/yard, thickness: .037 in, Fire Classification: NFPA 701-10 TM#1, California U.S. Title 19, CAN/ULC-S109-03 Small & Large Flame Test
c. Bacterial and fungal resistance – ASTM E2180, ASTM G21
d. Lead free and Greengard Gold
e. Tube shall be made of roll formed aluminum and secured with a lock seam to assure minimal deflection.
f. Zero gravity clutch available in 3 sizes to accommodate shades from 26" to 96" in length.
g. Mounting brackets: reversible brackets shall be construction of .060 in thick galvanized cold rolled steel. Brackets may be mounted inside, outside or to the ceiling.
h. Fascia: made of extruded aluminum with a thickness of .062" 3" height
i. Hem bar made of extruded aluminum 1" x 3/16" thick x width of fabric. Hem bar is inserted into a thermally sealed pocket.
j. **Field measurement to determine each window opening and shade size dimensions. Installation of window treatment**

Requirements of Space

A. Interior Windows of Bldg 3, 3rd Floor PACT Renovation

a. Provide solar shades to match our standard shade material or equal. The metal shade fascia will have a velcro'd valence matching the shade material where needed (verified during field measurement). Valance to be 12" high and matching the length of the fascia.
b. S Screen, 4% Jute, color 1604-200C1
c. No reverse roll
d. 3" Fascia, color white
e. Stainless steel ball chain
f. 12" high matching valance, attached to fascia with Velcro.

6.0 SERVICES

General Requirements for Services: The dates and times for delivery, receipt and installation of furniture will be established by individual orders. Delivery, receiving and installation of furniture will be determined on the individual orders and may occur outside of normal duty hours to not interfere with patient care in accordance with the IDIQ order.

a. When the Contractor requests to deliver, receive and/or install itens outside normal duty hours. When these instances occur, a written request shall be submitted to the VA Contracting Officer's Representative (COR) for authorization of the individual orders of this type. Written approval from the VA COR must be received before proceeding with the work. The request shall be submitted at least (5) five business days prior to the proposed performance of work, and it shall indicate the day(s), time, the amount of work, and the reason why performance is necessary outside normal duty hours.
b. The Contractor shall be made aware of and must comply with local security policies and procedures in the task order. The Contractor will comply to these standards during all site visits on Governmental property. Contractor shall contact the VA COR at least 14 days prior to work start date to ensure compliance with any local security policies.
c. The Contractor personnel shall present a professional appearance and shall have a uniform or some method of identifying them as an employee of the contractor. A VA badge will be provided and must be worn above the waist and be visible at all times while on government property.
d. The Contractor shall ensure policies and procedures are established that protect the safety and welfare of customers, employees, and the community to minimize or eliminate safety or environmental risks.
e. The Contractor shall be knowledgeable of and shall comply with all applicable federal, state, and local laws, Building Codes, Life Safety Codes, Occupational Health and Safety Administration (OSHA), ADA/ADAG, permits, VA design standards (www.cfm.va.gov/til/dguide.asp), and instructions required for the performance of the duties in the Statement of Work (SOW).
f. The Contractor is responsible for ensuring that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay expenses to meet this requirement.
g. The Contractor is responsible for ensuring staff are trained and certified for planning and installing product to maintain the integrity of the manufacturer's warranty.

SV2 – Installation and Reconfiguration Services

Contract Tasks/Requirements

a. Contractor to provide installation services per the Statement of Work. Window

treatment and ceiling track field measurements and installations. All installations require the COR's approval of a plan provided by the Interior Designer once the contract is awarded, the contractor needs to contact the interior designer at Salisbury VA for drawings and to schedule the walk through for field measurements.

b. Contractor will be required to move and transport window treatment and track products between the warehouse, Interior Design barn to Building 3 PACT Activation location.

c. Contractor to provide storage, inventorying, stocking and distribution services per the SOW. Storage and Stocking Services include but not limited to maintaining an inventory of window treatment and other items on this purchase order for Building 3 PACT Activation.

d. Contractor to provide hauling, excessing, and recycling services of VA items in coordination with the VA COR per SOW.

e. The Contractor shall provide final move, installation, configuration plans 5-14 days prior per the SOW.

f. Contractor shall collaborate with VA COR to coordinate compliance with any in-house service that may be affected by installation such as IT, Housekeeping, Facilities, and In-House Construction Teams. Specifically, required meetings will be identified at the order level.

g. Contractor shall be solely responsible for all field measurements and may not rely on AutoCAD files or drawings for final measurements.

h. The Contractor shall designate an on-site project manager/lead installer. An on-site project manager/lead installer will require a cell phone or other means of communication to coordinate each moving service activity with the VA COR. The project manager/lead installer will be responsible for oversight of all aspects of the project.

i. The Contractor shall provide sufficient and consistent personnel/crews based on workload as required accomplishing assigned tasks in the time frame stated on task order. Requests for additional personnel/crews will be made for a minimum of five calendar days in advance of the moving service activity.

j. The Contractor shall provide, operate, manage and maintain a trained, uniformed installation crew.

k. The Contractor shall ensure that crew members have the technical capability to assemble and disassemble all types of window shades and specialized equipment before performing such tasks.

l. The Contractor's personnel shall have the ability to: meet and deal with the general public; ability to read, understand and apply printed rules, detailed orders, instructions and drawing layouts. The contractor's personnel shall also have familiarity with a variety of commercial window product disassembly and assembly parts and components; and be able to physically perform the functions required in the performance of their assigned duties.

<u>Protection of Property</u>

a. The Contractor shall perform an inspection of the buildings and grounds with the COR prior to commencing work. Contractor shall protect all items from damage. The Contractor shall take precaution against damage to the buildings, grounds and furnishings. The Contractor shall repair or replace any items related to buildings or grounds damaged accidentally, or on purpose due to actions by the Contractor, utilizing materials of the same quality, size, grade and color, to match existing work.

b. To ensure that the contractor shall be able to repair or replace any items, components, on the buildings or grounds damaged due to negligence and/or actions taken by the Contractor. The Contractor shall communicate with the COR to resolve all repairs beyond simple surface cleaning. Concurrence of the COR is required before the Contractor may perform any significant repair work. In all cases,

repairs shall utilize materials of the same quality, size, texture, grade and color to match adjacent existing work.

c. The Contractor shall be responsible for the security of the areas in which the work is being performed at all times prior to completion. The Contractor shall maintain accountability and control of any keys provided and shall return them to the COR upon completion of the work.

d. Contractors shall provide floor protection while working in all VA facilities. All material handling equipment shall have rubber wheels.

Assembly and final acceptance

a. Contractor shall be responsible for following all safety and security guidelines within the area in which work is being performed, to include securing any contractor- owned tools or equipment, and any on-site storage being utilized.

b. The Contractor shall maintain a means of egress within all designated work areas to comply with fire codes.

c. Contractor shall inspect to ensure that the shades are free of surface dirt, clean and polished, free of defects, and that the installation is complete and ready for use.

d. The Contractor shall do a final walkthrough with COR. The Contractor will correct deficiencies at no additional cost to the government.

Contractor Furnished Materials and Equipment

a. On-site supervisor must be available via telephone while working on-site.

b. Specialty installation materials, tools, and supplies, including but not limited to anchors, screws, packing, dollies/hand trucks, and any other type of equipment commonly used for shade installation activities, as required for the safe installation of the property.

c. Vehicles/Trucks necessary for meeting the transportation and delivery needs of the individual order.

Jobsite Cleanliness

a. Contractor will be responsible for the removal and disposal of all trash/debris connected with uncrating and assembling all items installed under this contract.

b. Final Acceptance by the Government will not occur until **all** installed items have been wiped cleaned and debris/dust connected with installation is removed from the VA site.

c. Recyclable cardboard products shall be disposed of in accordance with applicable statutes, in respective containers. The contractor is responsible for providing trash containers at an offsite facility.

d. Packing materials will not be stored in the buildings for any period exceeding 24 hours.

e. The Contractor shall ensure its personnel eat, drink, or smoke only in designated areas.

f. Personal trash (food wrappers, drink containers, etc.,) shall be removed from the site on a daily basis by the Contractor

Warranty Items

a. The warranty for an item is to start on the date of acceptance of the products/services by the Government VA COR.

b. The Contractor agrees to furnish, without cost to the Government, replacement of all parts and material which are found to be defective during the warranty period. The cost of installation and travel of replacement material and parts shall be borne by the Contractor.

a. The product must not be placed into production without clearance from the VA COR.

b. The contractor shall track manufacturing schedule and notify VA Interior Designer with updates of estimated completion date by email.

c. The contractor shall attend a post-installation meeting to assess, address, and document any punch-list items and shall submit to the VA Interior Designer a remediation plan within 5 business days.
d. The contractor shall provide 30 days' free storage.

The Government maintains the option to modify the normal work week, days and hours, as necessary for the accomplishment of VHA mission.

SECTION C - CONTRACT CLAUSES

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION) ALTERNATE I (NOV 2025)	NOV 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION ALTERNATE I (DEVIATION) (NOV 2025)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (DEVIATION)	MAR 2026
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION) ALTERNATE I (NOV 2025)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.225-1	BUY AMERICAN—SUPPLIES (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.212-71	GRAY MARKET AND COUNTERFEIT ITEMS	FEB 2023
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018

852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
852.246-71	REJECTED GOODS	OCT 2018

C.2 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
Installer - Tier 1/Low Risk
Positions/Tasks Designated as Non-Sensitive Positions – Tier 2/Mod Risk

Positions/Tasks Designated as Non-Sensitive Positions – Tier 4/High Risk

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. 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.3 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)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Intentionally left blank

SECTION E - SOLICITATION PROVISIONS

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.1 INSTRUCTIONS TO OFFERORS

Note that FAR 12 Acquisition of Commercial Products and Commercial Services simplified procures will be used for evaluation and award.

(a) Submission of Quotes. Email a completed, signed, and dated quote electronically to Aleshia Hernandez at Aleshia.Hernandez@va.gov. Quoters shall include a complete electronic copy of their quote with their submission in PDF form; no Word documents will be accepted. The subject line must have the solicitation number that the Quoter is responding to. Quotes must be received at or before the exact time specified in this solicitation. No phone calls of any nature regarding this solicitation will be accepted. There will be no automated email notification of receipt of quotes. Include responses to provisions that require Quoter completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)). Quotes received without requested documentation will not be considered. Failure to comply with ALL criteria and requested documentation as set forth by the solicitation will result in your quote being rejected and therefore not evaluated.

(b) Technical:

a. Submit images and technical details of the shades (PDF)
b. Bill of Materials tagged per CLIN. (no pricing)
c. Quantity of man hours for labor/installation
d. Project management plan
e. Product literature
f. Warranty
g. Self-certifying statement confirming ability to meet project deadlines

Price:

a. Price quote with separate line for labor/installation
b. Bill of Materials with subtotals and tagged per CLIN

(c) Assemble the Quote as follows:

(1) Section I SF 1449. The quote shall include a signed copy of the SF 1449 and an acknowledgment or signed copy of all amendments posted to the solicitation.

(2) Section II Price. Quoters must also provide pricing for each unit price and extended prices in Section B of the solicitation. No other formats will be accepted.

(d) The Quoter agrees to hold prices in its quote firm for a period of one hundred fifty (150) calendar days from the date specified for the receipt of quotes.

(e) The System for Award Management (SAM) at https://www.sam.gov is the primary method used to collect information from entities interested in obtaining Federal Government contracts. Quoters are required to have an active Federal Government contracts registration in SAM when they submit an offer or quotation, and at the time of award.

(f) Questions pertaining to this solicitation shall be emailed to Aleshia Hernandez at Aleshia.Hernandez@va.gov by 06/24/26 at 4pm EST. Questions will be answered via an amendment to the solicitation. No telephone inquiries will be considered.

Evaluation - Commercial Products and Commercial Services

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

(1) Factor 1. Technical

(2) Factor 2. Price

(b) Evaluation Approach. The Government will evaluate quotations to determine which meet the requirements of the solicitation and provide the best value to the Government.

(1) Factor 1. Technical. The quotation will be evaluated based on how well the proposed product meets and/or exceeds the Government's requirements. The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. Each response must meet the minimum requirements of the solicitation.

Quoters shall detail how the packaging will be designed and packaged in the technical offering of their quotation.

Customization: Vendors shall specify their ability to tailor pack contents to meet the requirements and adapt to changes, i.e., explain how this process will work initially and in future years as changes are needed.
Quoters shall submit cut sheets and samples of product and details for each line item must meet specifications. Labor/Services appropriate to the scope of work. (no pricing included), project staffing plan appropriate to scope of work and project management plan appropriate to scope of work.

(2) Factor 3. Price. This factor will be used to assess price reasonableness. The Government will evaluate the price by adding the total of all line-item prices. The Total Evaluated Price will be that sum.

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Provision)

FAR Number	Title	Date
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.225-18	PLACE OF MANUFACTURE	AUG 2018
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020

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

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

(End of Provision)

E.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 2025) (DEVIATION)

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

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

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

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

Small business concern—

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

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

Small disadvantaged business concern, means a small business concern that-

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

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

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

concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 337920.

(2) The small business size standard is 1000 Employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

(c) *Representations*.

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

(i) It [ ] is, [ ] is not a small business concern; or

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

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

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

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

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

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

(d) *Notice*.

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

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

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

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

(End of Provision)

E.5 52.225-2 BUY AMERICAN CERTIFICATE (OCT 2022)

(a)(1) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

(3) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ and ‘‘foreign end product’’ are defined in the clause of this solicitation entitled ‘‘Buy American—Supplies.”

(b) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[*List as necessary*]

(c) Domestic end products containing a critical component:

Line Item No.

[*List as necessary*]

(d) The Government will evaluate offers in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

(End of Provision)

E.6 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any

information in the Offeror's possession but does not need to include an internal or third-party audit)—

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

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

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

(e) *Sudan certification*. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications*.

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

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

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

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

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

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

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

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

(g) *Disclosure*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

(End of Addendum to 52.212-1)