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: 36C25726Q0578

6. SOLICITATION ISSUE DATE: 06-11-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Mr. Shawn R. Reinhart

b. TELEPHONE NO. (No Collect Calls): 254-421-6661

8. OFFER DUE DATE/LOCAL TIME: 06-30-2026 10:00 CDT

9. ISSUED BY — CODE 36C257

Department of Veterans Affairs
Central Texas Veterans HCS
1901 Veterans Memorial Dr. Building #171
Temple, TX 76504

10. THIS ACQUISITION IS

- [X] UNRESTRICTED OR
- [ ] SET ASIDE: _____ % FOR:
- [ ] 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: 812930

SIZE STANDARD: $47 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING: N/A

14. METHOD OF SOLICITATION

- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE 36C671

Department of Veterans Affairs
South Texas Veterans HCS
7400 Merton Minter St.

San Antonio, TX 78229

16. ADMINISTERED BY — CODE 36C257

Department of Veterans Affairs
Central Texas Veterans HCS
1901 Veterans Memorial Dr. Building 171
Temple, TX 76504

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 _____

This is accomplished through the
Tungsten Network located at:
http://www.fsc.va.gov/einvoice.asp
This is mandatory and the sole method
for submitting invoices.

PHONE: (877) 353-9791 FAX: (512) 460-5540

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

- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Parking as a Service in accordance with the Statement of Objectives (SOO). This acquisition is being conducted in accordance with FAR 1 Period of Performance: Subject to change based on award date Base Year: 20 July 2026 - 19 August 2027 Option Year 1: 20 July 2027 - 19 August 2028 Option Year 2: 20 July 2028 - 19 August 2029 Option Year 3: 20 July 2029 - 19 August 2030 Option Year 4: 20 July 2030 - 19 August 2031 See Addendum FAR 52.212-1, Instructions to Offerors on pages 15 to 18. See Addendum FAR 52.212-2, Evaluation - Commercial Products and Commercial Services on pages 19 to 21. **DO NOT ADD ANY CLAUSES OR PROVISIONS NOT INCLUDED IN THIS SOLICITATION.** (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

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

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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): Shawn R. Reinhart, Contracting Officer

31c. DATE SIGNED

Table of Contents

SECTION A 1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 1
SECTION B - CONTINUATION OF SF 1449 BLOCKS 3
B.1 CONTRACT ADMINISTRATION DATA 3
B.2 PRICE/COST SCHEDULE 4
ITEM INFORMATION 4
B.3 DELIVERY SCHEDULE 5
B.4 STATEMENT OF OBJECTIVES 5
SECTION C - CONTRACT CLAUSES 10
C.1 ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 10
C.2 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026) 12
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 13
SECTION E - SOLICITATION PROVISIONS 14
E.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 14
E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) 14
E.3 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018) 15
E.4 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 15
E.5 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) 18
E.6 52.212-2 ADDENDUM to EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 19
E.7 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION) 21
E.8 52.233-2 SERVICE OF PROTEST (SEP 2006) 21
E.9 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION) 21

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 36C257
Department of Veterans Affairs
Central Texas Veterans HCS
1901 Veterans Memorial Dr. Building #171
Temple, TX 76504

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Monthly

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE
ITEM INFORMATION

THE GOVERNMENT MAY AWARD MORE THAN ONE CONTRACT IN ORDER TO ENSURE THE REQUIRED PARKING SPACES (350) IS MET. PARKING SPACES MUST STILL BE WITHIN 1 MILE OF THE ADDRESS LISTED IN BLOCK 15.

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	OFF-SITE PARKING SPACES RENTAL - 350 SPACES FOR ONE YEAR. Contract Period: Base POP Begin: 07-20-2026 POP End: 07-19-2027	350.00	MO	_____	_____
1001	OFF-SITE PARKING SPACES RENTAL - 350 SPACES FOR ONE YEAR. Contract Period: Option 1 POP Begin: 07-20-2027 POP End: 07-19-2028	350.00	MO	_____	_____
2001	OFF-SITE PARKING SPACES RENTAL - 350 SPACES FOR ONE YEAR. Contract Period: Option 2 POP Begin: 07-20-2028 POP End: 07-19-2029	350.00	MO	_____	_____
3001	OFF-SITE PARKING SPACES RENTAL - 350 SPACES FOR ONE YEAR. Contract Period: Option 3 POP Begin: 07-20-2029 POP End: 07-19-2030	350.00	MO	_____	_____
4001	OFF-SITE PARKING SPACES RENTAL - 350 SPACES FOR ONE YEAR. Contract Period: Option 4 POP Begin: 07-20-2030 POP End: 07-19-2031	350.00	MO	_____	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001-4001	SHIP TO:	Department of Veterans Affairs 7400 Merton Minter Blvd San Antonio,, TX 78229 USA	350.00	SEE SCHEDULE B.2
	MARK FOR:	Adam Gonzales 210-617-5300 ext. 14055 adam.gonzales@va.gov		
	FOB:	DESTINATION		

B.4 STATEMENT OF OBJECTIVES

Parking-as-a-Service (PaaS) with Contractor-Provided Parking Spaces

1. **Purpose.** The purpose of this requirement is to obtain Parking-as-a-Service (PaaS) support to increase parking capacity by minimum of 350 parking spaces and improve access for Veterans, caregivers, visitors, and staff at the Audie L. Murphy Memorial Veterans Hospital. The contractor must provide dedicated parking spaces and parking management services necessary to enhance traffic flow, improve patient experience, and support facility operations due to current parking shortages at STVHCS.

2. **Background.** The Audie L. Murphy VAMC experiences significant parking shortages due to facility growth, construction activity, and increasing patient volume. Existing VA-owned parking is insufficient during peak hours and does not fully meet accessibility and proximity needs for Veterans with mobility limitations. The facility requires contractor-provided parking capacity and associated management services to meet operational needs.

3. **Objective.** The Contractor must achieve the following outcomes:
- Increases parking capacity by supplying dedicated, reserved parking spaces for VA use.
- Provide the required number of dedicated and/or shared parking spaces within specified geographic radius.
- Improves access for patients, visitors, and employees by expanding parking availability within a reasonable distance of the VAMC.
- Reduces traffic congestion in high-demand areas of the VAMC campus
- Ensure continuous availability of leased spaces during all STXVAHCS defined operating hours.
- Maintain a safe, secure, and well-lit environment that meets local codes and industry best practices.
- Deliver a streamlined access method that minimizes administrative burden on Government personnel.
- Provide timely customer service and issue resolution.
- Supply accurate and timely usage, incident, and status reporting as required by the Government

4. **Scope.** The Contractor must furnish all labor, management, equipment, permits, technology, and materials necessary to deliver Parking as a Service. The contractor must provide a complete parking solution that:

- The parking lot/leased parking spaces shall be within 1 mile from Audie Murphy, 7400 Merton Minter St. San Antonio, TX 78229 facility and also meet specified quantity of parking spaces
- Lighting, safety, and security measures appropriate for the parking environment. Routine maintenance, cleaning, and upkeep of the parking area.
- Customer support for STXVAHCS users, including lost pass assistance and troubleshooting access.
- Monthly utilization reporting and issue resolution.
- Ensures safe, compliant, and well-managed facilities, consistent with ADA, Architectural Barriers Accessibility Act Standards (ABAAS), VA, federal, and local requirements.
- Enhances customer experience through clearly marked, reliable, accessible parking areas and courteous support personnel.
- Provides operational visibility through reporting, technology tools, or occupancy data as applicable.
- Supports mobility via shuttle or transport services if off-site parking is used.
- VA ability to access cameras and recordings onsite if any issues arise.

5. **High-Level Requirements.** The contractor must deliver a turnkey parking solution including, but not limited to, the following outcome-based objectives:

5.1 **Contractor-Provided Parking Spaces**

- Provide a defined number of dedicated, reserved parking spaces exclusively for VA-designated users.
- Parking may be supplied through:
  - Leased commercial lots
  - Dedicated levels or stalls in garages
  - Shared-use agreements with reserved spaces
  - Contractor-owned or -managed lots
- Spaces must be within a VA-approved distance (e.g., 0.25–1.0 miles) from the medical center.
- Lots must meet minimum standards for security, lighting, signage, accessibility, and surface condition.

5.2 **Optional Shuttle / Mobility Services.** If required by the VA and depending on lot location:

- Provide reliable, ADA-compliant shuttle, van, or cart transportation between contractor-provided lots and hospital entrances.
- Maintain predictable schedules and sufficient frequency (e.g., 10 -15 minute intervals).

5.3 **Parking Operations and Management**

- Provide all personnel, supervision, and equipment needed to effectively manage contractor-provided parking spaces and optional VA-assigned lots.
- Support customers with directions, wayfinding, mobility assistance, and courteous service.
- Provide traffic control support during high-demand periods, construction, or special events.
- Parking spaces shall be accessible 24/7 or as specified by the government.
- Contractor shall respond to access issues within the timeframe defined in the Statement of Objectives.
- All maintenance and safety deficiencies must be addressed in accordance with industry standards.
- Monthly invoices and reports must be accurate and submitted on time.

5.4 **Government-Furnished Information or Property.** No Government information or property will be provided unless otherwise stated in the SOO.

5.5 **Technology / Visibility (as applicable).** Provide tools or systems that enhance visibility into parking usage. Examples include:

- Occupancy monitoring
- License plate recognition
- Access control
- Dashboards or reports
- All systems must meet VA cybersecurity and privacy requirements.

5.6 **Safety, Accessibility, and Compliance**

- Ensure ADA-compliant stalls are available within the provided parking inventory.
- Maintain continuous compliance with safety, lighting, and accessibility standards.
- Coordinate with VA Police Service for security incidents and access control.

5.7 **Maintenance (Non-Structural)**

- Ensure contractor-provided lots are clean, safe, and free of hazards.
- Report structural issues or major concerns to the VA within required timelines.

6. **Performance Measures (High Level).** Performance outcomes may include, but are not limited to:

- 100% availability of the contracted parking spaces during required hours.
- Shuttle wait times not exceeding VA-defined limits (if applicable).
- Safety and lighting compliance maintained continuously.
- Customer service responsiveness, including timely support for Veterans and visitors.
- Reporting accuracy for utilization, incidents, and operations.

The specific performance measures will be defined in the Government's Quality Assurance Surveillance Plan (QASP).

7. **Government Responsibilities.** The VA will identify:

- Eligible users (patients, visitors, employees, etc.)
- Approved lot locations and proximity requirements
- Required hours of operation
- Points of contact for coordination with VA Police, Engineering, and Logistics

8. **Contractor Responsibilities.** The contractor must:

- Propose a comprehensive parking service solution that meets all objectives.
- Provide staffing, equipment, technology, vehicles, and management necessary to deliver continuous service.
- Maintain compliance with all VA, Federal, State, and local laws, guidelines, and directives.
- Provide all required documentation, reporting, and coordination with VA points of contact.
- Additional requirements:

8.1 STVHCS may require the vendor to provide a monthly log of daily lot attendance. This requirement shall cover any fees associated with use of the lot; the VA will not cover any additional charges to employees.

8.2 **Weather.** The contractor must immediately notify the Point of Contact (POC), if conditions exist (i.e., inclement weather) that may render the parking lot unsafe to operate. However, this act of

notification does not, of itself, provide authorization to discontinue services. The contractor must receive a response from the POC within one (1) hour of notification as to whether to discontinue service.

8.3 The contractor must monitor the Office of Personnel Management's (OPM) official website for government closures.

8.4 **Future Delays.** If the contractor foresees that they will not be able to provide service on a given day, they must provide an advance (as soon as applicable) written explanation of why and provide it to the POC; this documentation must be signed by the contractor's designated responsible POC. The POC, upon conference with the COR, must determine if service from another source is required. If this occurs, the POC will immediately notify the contractor once a decision is rendered.

8.5 The Government will issue a Bill of Collections for any costs obtained if service is required from another source. Failure to pay as charged, within the timeframe specified in the Bill of Collections, may result in deduction of costs from the next month's invoice.

9. **Quality Control Plan (QCP).** The contractor must establish and maintain a complete QCP to ensure successful service performance. The contractor's QCP must detail but is not limited to how the service will be maintained and managed; how and what corrective action will be taken, if and when it is needed; who is responsible for managing what aspects of the service; and vehicle and driver management.

9.1 When contractor performance does not meet the specifications and requirements of the SOW, the POC will submit written documentation to the CO explaining how performance is considered to be unacceptable. This documentation will be provided to the CO within three (3) business days after each occurrence.

9.2 **Quality Assurance Measures**

QA Measure	Standard	Acceptable Quality Level	Method of Surveillance	Incentive
Snow and Debris free parking area	Parking areas are kept free of snow and debris for safety of persons	90% of the time	Customer feedback; Planned sampling	Exercise of option period; Performance evaluation

10. **Place of Performance :** Parking Facilities must be located within the distance requirement specified (e.g. within 1 mile of STXVAHCS).

11 **Period of Performance**: The period of performance will be one base year plus option years from date of award.

11.1 **Federal Holidays.** The Government observes the listed days as holidays. If the holiday falls on a Saturday, the Friday before is the holiday. If the holiday falls on a Sunday, the Monday after is the holiday:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th

Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas	December 25th

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by the President's Proclamation

The observance of such days by Contractor personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked.

12. **Contractor Deliverables**
    - Monthly utilization reports
    - Monthly invoices
    - Incident or safety reports as required
    - Notification of any service disruptions, maintenance, or operational changes

13. **Desired Outcomes.** The Government seeks a turnkey parking solution that:
    - Increased parking capacity without interruption to patient care.
    - Improves patient and visitors experience and access.
    - Reduced congestion at Government facilities
    - Ensures predictable, cost-effective parking availability
    - Requires minimum government oversight while maintaining high service quality
    - Data-driven parking operations that support VA planning and decision-making.
    - Seamless integration between off-site spaces and hospital access points.

(END OF STATEMENT OF OBJECTIVES)
(END OF SECTION B)

SECTION C - CONTRACT CLAUSES

C.1 ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

FAR 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/far-overhaul

FAR 52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	(NOV 2023)
FAR 52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	(JAN 2017)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	(JAN 2011)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT - MAINTENANCE	(OCT 2018)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	(NOV 2025)
FAR 52.222-90	ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS	(APR 2026)
FAR 52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	(MAY 2024)
FAR 52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	(JAN 1997)
FAR 52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	(MAR 2023)
FAR 52.233-3	PROTEST AFTER AWARD (DEVIATION)	(NOV 2025)
FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION)	(NOV 2025)
VAAR 852.203-70	COMMERCIAL ADVERTISING	(MAY 2018)
VAAR 852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	(JAN 2023)
VAAR 852.215-71	EVALUATION FACTOR COMMITMENTS	(OCT 2019)
VAAR 852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION)	(NOV 2025)
VAAR 852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	(OCT 2020)

(End of clause)

SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the

employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: $500,000.00 per occurrences.

(c) Automobile liability: $200,000.00 per person; $500,000.00 per occurrence and $20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

FAR 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)

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the
contracting agency subject to the provisions of 5 U.S.C.5341 or 5332. This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
Parking Lot Attendant	$13.60

(End of clause)

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any VA Acquisition Regulation (VAAR) (48 CFR Chapter 8) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause

at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

(End of Clause)

(End of Addendum 52.212-4)

C.2 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 SECTION C)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

WD #2015-5253, Revision 29, dated May 13, 2026 can be found at www.sam.gov

(END OF SECTION D)

SECTION E - SOLICITATION PROVISIONS

E.1 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/

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018

(End of Provision)

E.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of Provision)

E.3 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.*
(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)

E.4 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:

FAILURE TO SUBMIT A COMPLETE OFFER IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THIS ADDENDUM WILL RESULT IN REMOVAL FROM FURTHER CONSIDERATION FOR AWARD.

SUBMITTING OFFER TO ANY PERSON NOT BELOW WILL BE CONSIDERED DIVULGING SOURCE SELECTION INFORMATION, AND VIOLATION OF THE PROCUREMENT INTEGRITY ACT.

Submission of Questions and Proposals:
Questions: All questions must be received by **Thursday, June 25, 2026, at 10:00 am CDT.** All questions submitted for this solicitation must be electronically sent to the following email

addresses: shawn.reinhart@va.gov. Please title email with **Solicitation Number, Questions**. Questions must clearly identify which part of the solicitation. Questions received after the stated date and time may be addressed at the discretion of the Contracting Officer. Answers to questions will be addressed via an amendment to the solicitation and posted to https://www.sam.gov.

Proposals: All proposals are due **NLT Wednesday, July 8, 2026, at 10:00 AM CDT** via e-mail only to shawn.reinhart@va.gov. Quotes must be received on or before the date and time specified in Block 8 of the SF 1449. Please title email with **Solicitation Number, Proposal Submission**. All proposals must be submitted **in two (2) separate volumes** and labeled with RFQ Number, Offeror's Company Name, and the appropriate volume number. **All proposals must be in a PDF format with the Solicitation Number, the Offerors' name and Volume number. PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED FOR AWARD. PROPOSALS MUST NOT INCLUDE CAPABILITY STATEMENTS OR SBA LETTERS VERIFYING SDVOSB STATUS. FAILURE TO RETURN ALL REQUIRED DOCUMENTATION AS OUTLINED BELOW WILL REMOVE OFFEROR FROM FURTHER CONSIDERATION FOR AWARD.**

VOLUME I MUST NOT CONTAIN THE PWS OR ANY CLAUSES AND PROVISIONS NOT REQUIRED TO BE FILLED OUT, SIGNED AND RETURNED. DO NOT ADD ANY CLAUSES OR PROVISIONS TO YOUR OFFER THAT ARE NOT IN THIS SOLICITATION. THE FAR, PER EXECUTIVE ORDER, *RESTORING COMMON SENSE TO FEDERAL PROCUREMENT*, IS BEING REVISED. SEE FAR 52.252-2 FOR LINK.

OFFEROR'S ARE RESPONSIBLE FOR ENSURING THE DOCUMENTATION IN VOLUME I TECHNICAL AND VOLUME II REDACTED TECHNICAL ARE THE SAME.

VOLUME I: **Must** be one (1) entire PDF document and contain only the following documentation in the order listed below. **VOLUME I MUST NOT CONTAIN THE PWS OR ANY CLAUSES AND PROVISIONS NOT REQUIRED TO BE FILLED OUT, SIGNED, AND RETURNED. VOLUME I MUST ONLY CONTAIN THE BELOW:**

Solicitation, Offer and Award Documents, Representations and Certifications. Only the signed SF 1449, any SF30's, Section B.1 (filled out by the Offeror), Section B.2, and any clauses or provisions requiring fill-in and signature by the Offeror. **All Offeror's are required to complete Blocks 12, 17a, 30a, 30b, 30c, and Section B.1.a.** Block 12 (Discount Terms) refers to discount Contractor will give the Government for prompt payment in percentage (i.e., Net 20). **All Offeror's are required to fill out and return all Clauses and Provisions that have fill-ins. Failure to return all fill-in Clauses and Provisions will make Offeror ineligible for award. The Government will not accept Clauses and Provisions from SAM.gov, as SAM.gov does not contain VA Acquisition and Representation Clauses and Provisions.**

Price. Price using B.2 Schedule of Services continuation section. **An Excel spreadsheet may be used but shall in the same format as Schedule B.2.** The price proposal must be specific, complete in every detail, and separate from the technical proposal. Prices will be

evaluated for fairness and reasonableness and will be compared against competing proposals and the independent Government cost estimate. Prices **must** be listed as an all-inclusive Firm Fixed Unit Price that covers in full those services under each CLIN. **Pricing shall not include option pricing for a CLIN. If option pricing is provided the Government will use the higher price.**

Options. The Government will consider offers for award purposes by adding the total price for all options to the total price for the basic requirement. **The total evaluated price will be based on the quantities identified in the schedule.** 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). The Government will take the pricing for Option Year 4 and divide in half to determine the price for FAR 52.217-8. For award purposes the total price for all the options will be added to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the ordering period and option prices are significantly unbalanced. Evaluation of the option shall not obligate the Government to exercise the option.

Notice of Price Evaluation Preference. Price preference will be applied as shown below:

Rating Definition	**Price Evaluation Preference**
Full Credit (Offeror is the prime and is properly registered and verified as a SDVOSB)	Decrease by a factor of 10% from the total proposed price
Some Credit (Offeror is the prime and is properly registered and verified as a VOSB)	Decrease by a factor of 5% from the total proposed price
Some Consideration (a non-SDVOSB/VOSB proposes to use a properly registered and verified SDVOSB/VOSB as a sub-contractor)	Decrease by a factor of 3% from the total proposed price
No Credit (Offerors who are not SDVOSBs, VOSBs, or are not proposing to use a properly registered and verified SDVOSB/VOSBs as sub-contractor)	None

Technical Approach. **Only** the offeror's technical approach for fulfilling the requirements of the PWS. The technical approach page count ***DOES NOT*** include any technical documentation the Government asks for. **DO NOT PROVIDE A CAPABILITY STATEMENT WITH YOUR TECHNICAL PROPOSAL. DO NOT RENAME OR ADD THE PHRASE CAPABILITY STATEMENT TO THE TECHNICAL APPROACH.**

Past Performance. The Government will obtain past performance information from CPARS. **Offerors must only provide past performance where Offeror was the prime contractor. Submission must include the contract number and not the solicitation number.** Emphasis will be on recent, relevant past performance. Recent is defined as work performed within the last 5 years. Relevant is defined as work similar in **size and scope** of the work described in the Performance Work Statement.

VOLUME II: **Technical Redacted.** This volume **must** contain **only** the offeror's technical approach provided in Volume I. Redacted is defined as: edited especially in order to obscure or remove sensitive information. Sensitive information is defined as data

that can identify the company (i.e., company name, company logo, names of personnel working for the company, referring to the company as the incumbent, naming subcontractor companies, subcontractor employees etc.).

Volume	Title	Digital Copies	Maximum Pages
I	Solicitation, Offer and Award Documents, and Representations and Certifications	1	No page limit (PDF)
I	Technical Approach (See Addendum to FAR 52.212-2 for what is being evaluated)	1	25 (PDF) Does not include Technical Exhibits
I	Price	1	No page limit (PDF and/or Excel)
I	Past Performance	1	No more than 5 references
II	Technical Approach (REDACTED)	1	25 (PDF) Does not include Technical Exhibits

NOTE: Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government.

All proposals must be valid for 90 days from closing date of solicitation. **The Government will not accept more than one (1) proposal per Offeror. (This supersedes FAR 52.212-1(e), *Multiple offers*.) PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED FOR AWARD.**

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, will 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.

SDVOSB's/VOSB's: Upon receipt of proposal, certification of status of SDVOSB's/VOSB's will be verified. The SBA's Small Business Search will be utilized to determine SDVOSB status and is located at: https://search.certifications.sba.gov/. **DO NOT SUBMIT SBA LETTERS VERIFYING SDVOSB/VOSB STATUS.**

Failure to submit a complete offer in accordance with the instructions contained in this addendum WILL result in removal from further consideration for award.

(End of Addendum 52.212-1)

E.5 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
Price
Past Performance

~~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)

E.6 52.212-2 ADDENDUM to EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

The following Evaluation Criteria is incorporated into 52.212-2 as an addendum to the solicitation:

All quote submissions will be screened to ensure the minimum solicitation requirements have been met. Those requirements are outlined within the Addendum to FAR 52.212-1, Instructions to Offerors. **Failure to submit a complete offer will result in removal from further consideration for award.**

Quotes that met the minimum solicitation requirements will then be reviewed on an individual basis to determine Technical Capability when matched against the SOW and past performance suitability.

Next, the comparative evaluation will commence. Quotes will be compared against one another in a pairwise fashion to determine which quote provides the best overall value to the government using technical capability, past performance, and price.

The Government reserves the right to consider a quotation other than the lowest price that provides additional benefit(s). Quotations may exceed minimum requirements of the solicitation. 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.

a. **Basis for Award.** The Government intends to award a Firm-Fixed-Price (FFP) contract resulting from this solicitation to the Technically Acceptable offeror(s) meeting or exceeding the requirements for acceptability **in accordance with FAR Part 12.203(c). By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements as listed within the PWS. Failure to meet a requirement or inability to perform or provide all services requested will result in an offer being removed from further consideration. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The Government reserves the right to select a response that provides benefit to the Government that exceeds the minimum. The Government is not required to select a response that exceeds the minimum. Responses may exceed the minimum. Each response must at a minimum meet the solicitation requirements. The Government is not requesting or accepting alternate proposals. The Contracting Officer reserves the right to award without exchanges. Exchanges are defined as seeking clarification.** Each initial offer should contain the offeror's best terms from a Technical Approach and Price standpoint.

b. Resulting contract will be based on the Contractor's capability and understanding to provide the services or supplies listed in the Performance Work Statement as reflected in Technical Capability (Factor 1) and the proposed Price (Factor 2).

c. Option Periods. The Government will consider offers for award purposes by adding the total price for all option periods to the total price for the basic requirement. **The total evaluated price will be based on the estimated quantities identified in the schedule.** The Government may determine that an offer is unacceptable if the option period prices are significantly unbalanced. Evaluation of option periods will not obligate the Government to execute and fund the option periods.

EVALUATION FACTORS AND CRITERIA. Offerors must address in detail their capabilities to provide the supply by describing their proposed approach to each factor. All factors will be considered based solely on the proposal provided, to the extent in which the proposal demonstrates a clear understanding of the requirements, and the contractor's ability to meet those requirements. **Failure to meet a subfactor will result in an overall rating of "Did Not Meet" for the Technical Factor.**

Factor 1 - Technical Approach: The Offeror must provide a clear, complete, and technically accurate description of the products being proposed and the approach for meeting all requirements of the Statement of Work (SOW) or Product Description. The Technical Approach must demonstrate the Offeror's understanding of the supply requirement and ability to deliver compliant, safe, reliable, and timely products to the Department of Veterans Affairs. Offeror's must address all items listed under each subfactor.

Subfactor 1 - Technical Capability. The extent to which each offeror demonstrates the ability to meet or exceed the requirements.
(a) Proximity of available parking spaces to the Government facility
(b) Number of spaces and configuration (dedicated, shared, ADA, covered, secure)
(c) Quality and availability of safety and security features
(d) Access control and technology solutions offered
(e) Facility condition and maintenance standards
(f) Parking Lot Size

Subfactor 2 - Management and Operations Approach.
(a) Credentialing and access management process
(b) Customer service and response procedures
(c) Handling of service disruptions or outages
- Operational Shuttle/Mobility Services
(d) Maintenance approach
(e) Reporting methods (usage, incidents, etc.)
(f) Ability to scale services if Government requirements change

Factor 2 - Price **The total evaluated price will be based on the estimated quantities identified in the schedule.** Offerors must submit their Price using the B.2 Price Schedule. The price proposal must be specific, complete in every detail, and separate from the technical proposal. Line items for those option periods must be sufficiently completed. Prices will be evaluated for fairness and reasonableness and will be compared against competing proposals and

the independent Government cost estimate. Prices must be listed as an all-inclusive Firm Fixed Unit Price that covers in full those services under each CLIN.

Notice of Price Evaluation Preference. Price preference will be applied as shown below:

Rating Definition	Price Evaluation Preference
Full Credit (Offeror is the prime and is properly registered and verified as a SDVOSB)	Decrease by a factor of 10% from the total proposed price
Some Credit (Offeror is the prime and is properly registered and verified as a VOSB)	Decrease by a factor of 5% from the total proposed price
Some Consideration (a non-SDVOSB/VOSB proposes to use a properly registered and verified SDVOSB/VOSB as a sub-contractor)	Decrease by a factor of 3% from the total proposed price
No Credit (Offerors who are not SDVOSBs, VOSBs, or are not proposing to use a properly registered and verified SDVOSB/VOSBs as sub-contractor)	None

Factor 3 - Past Performance: Past Performance information may also be obtained from other sources available to the Government to include but not limited to CPARS (Contractor Performance Assessment Reporting System) or other databases, interviews with Program Managers, and other Contracting Officers. A lack of past performance will NOT be considered a "negative." Past Performance will be rated recent, relevant past performance. Recent is defined as work performed within the last 5 years that is similar in **size and scope** of the work described in the Performance Work Statement. Relevant is defined as work similar in **size and scope** of the work described in the Performance Work Statement.

(End of Addendum to 52.212-2)

E.7 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.8 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer via email and by obtaining written and dated acknowledgment of receipt from:

shawn.reinhart@va.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.9 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 SECTION E)

(END OF SOLICITATION)