

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES				1. REQUISITION NO.		PAGE 1 OF 40	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C24626Q1027	
						6. SOLICITATION ISSUE DATE 09-10-2026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ruth Morris - Contracting Specialist				b. TELEPHONE NO. (No Collect Calls) 757-251-4296	
						8. OFFER DUE DATE/LOCAL TIME 09-16-2026 11:00 a.m. EDT	
9. ISSUED BY Jerry L. Mann Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667				10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☒ SET ASIDE: 100 % FOR: ☒ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 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 ☒ RFQ ☐ IFB ☐ RFP	
15. DELIVER TO Department of Veterans Affairs Hampton VA Medical Center 100 Emancipation Drive Hampton VA 23667				16. ADMINISTERED BY Ruth Morris Department of Veterans Affairs Network Contracting Office 6 100 Emancipation Drive Hampton VA 23667			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY					
TELEPHONE NO.		UEI:		EFT:			
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		☒ 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM					
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This Solicitation is issued as a Firm Fixed Price Contract for the delivery and Installation of the Window Treatments to the Hampton VA Medical Center. Gray Market Items will not be accepted. Items are listed in the Schedule Section B.2. Quotes are due by September 16, 2026 at 11:00 a.m. EDT. Submit quotes to Ruth Morris at ruth.morris@va.gov. Award will be made to the lowest price offeror who meets technical acceptability. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					☐ ARE ☒ ARE NOT ATTACHED. ☐ ARE ☐ ARE NOT ATTACHED ☐ 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) Jerry L. Mann 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 WORK	6
SECTION C - CONTRACT CLAUSES	15
C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	15
C.2 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)	16
C.3 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION).....	17
C.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION APR 2026).....	26
C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)	28
C.5 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION) (MAR 2026).....	29
C.6 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026).....	29
C.7 VAAR 852.212-71 GRAY MARKET AND COUNTERFEIT ITEMS (FEB 2023)	32
C.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN- OWNED SMALL BUSINESS EVALUATION FACTORS (JAN 2023) (DEVIATION).....	33
C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018).....	33
C.10 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020).....	34
C.11 VAAR 852.246-71 REJECTED GOODS (OCT 2018).....	35
C.12 VAAR 852.247-71 DELIVERY LOCATION (OCT 2018)	35
C.13 VAAR 852.247-73 PACKING FOR DOMESTIC SHIPMENT (OCT 2018)	35
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	36
D.1 Existing Conditions	36
SECTION E - SOLICITATION PROVISIONS.....	37
E.1 INSTRUCTIONS TO QUOTERS	37
E.2 BASIS FOR AWARD.....	38
E.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	39
E.2 VAAR 852.239-75 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE (FEB 2023)	39

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: TBD

b. GOVERNMENT: Contracting Officer 36C246 jerry.mann@va.gov; 757-728-7193

Jerry L. Mann

Department of Veterans Affairs

Network Contracting Office 6

100 Emancipation Drive

Hampton VA 23667

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

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

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Upon receipts of goods and proper submission of invoice.

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 NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	WT Shades manual roller shades with Roller Spring - CF200, SoloMount 1.5 including Custom Arched Fascia Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 337920 - Blind and Shade Manufacturing PRODUCT/SERVICE CODE: 7230 - Draperies, Awnings, and Shades	41.00	EA		
0002	Installation Services: Field measurements (all windows) Installation of all shades Installation of custom arch solution Project management Punch list visits Cleanup and white glove delivery Contract Period: Base POP Begin: POP End:	41.00	EA		
				GRAND TOTAL	

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001 to 0002	SHIP TO: HAMPTON VAMC 100 EMANCIPATION DRIVE HAMPTON, VA 23667 USA MARK FOR: Lawson Dyson 757-722-9961 lawson.dyson@va.gov FOB: DESTINATION	ALL	TBD

B.4 STATEMENT OF WORK

1.0 GENERAL SCOPE

The Veterans Health Administration (VHA) has a requirement for healthcare furniture for Bldg. 148 VA Hampton Health Care System (VAHHCS) that meet the VHA specifications and high-quality threshold while integrating excellent environmental stewardship.

This requirement includes professional installation and carpentry services. This requirement is Open Market.

Healthcare furnishings include brand name or equal to:

- WT Shades manual Roller shades with Roller Spring – CF200, SoloMount

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 for final specifications and installation.

Installation location is Bldg.148 – Pod S. Bldg 148 is one-story building with no loading dock or service elevator. Project schedule will be determined by installers schedule and end users' availability with the least amount of interruption to patient care. Work around patient load might be required where each "zone" might be a separate phase to minimize patient disruptions as multiple pods are not able to be activated at the same time.

Duty hours will be 7:30am – 5pm. 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 Sunday, it is observed on Monday.

If the Contractor requests to deliver, receive and/or install furniture outside normal duty hours, the contractor shall submit a written request 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

The contractor shall:

- a. Conduct an onsite review and field measure of all windows for a custom fit prior to any materials being ordered and fabrication
- b. Coordinate and provide project management of all products and services to manage, design, order, ship, deliver and install new furniture from the manufacturer until final acceptance by VA Hampton Interior Designer
- c. Install furniture and fixtures per drawings provided.
- d. Project phasing and scheduling requirements to include planning, project management and installation. Each "zone" might have a different phase to accommodate patient load and to minimize patient disruptions.
- e. Contractor to plan for two (2) punch list trips if necessary.

- f. 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 to any local security policies.
- g. 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.
- h. 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.
- i. 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).
- j. 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 for expenses to meet this requirement.
- k. 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.
- l. Provide a local Project Manager and/or lead installer to be physically onsite during installation and managing installation.
- m. Manage and direct movers' installation in the Domiciliary clinic.
- n. Print out a drawing(s) as needed for Installation crew.
- o. Complete a final walk with lead installer(s), Interior Design COR, and compile a "punch-list"
- p. Provide white glove installation and clean up. Making set up "patient-ready". All debris and packaging materials shall be removed from site.
- q. Manage punch list items, including the ordering, delivery, and install of punch list items.

2.1 EXECUTION

EXAMINATION

- a. Do not begin installation until substrates have been properly prepared
- b. If substrate preparation is the responsibility of another installer, notify architect or unsatisfactory preparation before proceeding.

PREPARATION

- a. Clean surfaces thoroughly prior to installation.
- b. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

INSTALLATION

- a. Install in accordance with manufacturer's instructions. Test for proper operation and adjust until satisfactory results are obtained.

PROTECTION

- a. Protect installed products until completion of project.
- b. Touch-up, repair or replace damaged products before substantial completion.

3.0 KICKOFF MEETING

The prime contractor(s) shall participate in a kickoff meeting within ten (10) days of task order issuance, in person or online at VA Hampton Healthcare System, Bldg. 148 Domiciliary. A follow up Microsoft Teams meeting may be needed after site meeting. Time and date will be determined by VA Point of Contact.

4.0 SUBMISSION OF QUESTIONS

Questions: All questions must be received by September 14, 2026. All questions submitted for this solicitation must be electronically sent to the following email address: ruth.morris@va.gov. Questions received after the stated date and time, may be addressed at the discretion of the Contracting Officer.

5.0 SUBMISSION OF QUOTATION

Quote Submission: The contractors shall submit complete emailed electronic copy portable document format (.pdf) or Microsoft Excel (.xls) format of:

Volume 1: (technical)

- a. *Bill of Materials tagged per CLIN/ floorplan department and room etc.*
- b. *quantity of man hours for labor/installation*
- c. *project management plan*
- d. *project staffing plan*
- e. *Self-certifying statement confirming ability to meet project needs and deadlines*

Volume 2: (pricing)

- a. *price quote with separate line for labor/installation*

Submissions can be sent in multiple emails to avoid computer system email size limitation, to Ruth Morris at ruth.morris@va.gov. Quotes submitted by any other method will not be considered. All proprietary information shall be clearly marked. The use of hyperlinks in quotes is prohibited. **Late quotes will not be accepted for evaluation.** The contractor is responsible for confirming the Government's receipt of the contractor's quote.

Pricing must be within the established Open Market Pricing.

6.0 EVALUATION CRITERIA

- a. Bill of Materials with subtotals and tagged per CLIN.
- b. Labor/Services appropriate to the scope of work. (no pricing included)
- c. Project staffing plan appropriate to scope of work
- d. Project management plan appropriate to scope of work

Requirements:

- Freight (FOB Destination) of all items to be indicated as a total amount or included in the QUOTE total. VA Hampton is not responsible for off-loading items from delivery trucks.
- Hampton VA Medical Center will not provide on-site storage. Necessary storage must be included in proposal.
- Bidders responsible for final quantity counts to furnish the space as indicated
- Bidders responsible for field measurements / verification and any necessary modifications prior to any fabrication.
- Bidders shall present their best lead-time to manufacturer, ship and install window treatments as lead times are a critical factor.
- All finishes to have a local, manufacturer's dealer representation capable of providing onsite maintenance and service/ and or installer.
- Bidders responsible for providing all components, whether specifically listed or not, for a complete functioning system that complies with Manufacturers installation requirements i.e. carriers for tracks.
- Provide list of at least three similar projects in healthcare facilities where finishes were used, giving names of projects, scope, and name and telephone number of individual at facility to contact.
- NFPA 701
- Compliance with product technical requirements and past performance will be thoroughly evaluated.
- All items sold to the Government must meet or exceed ANSI/BIFMA and ASTM performance standards.

7.0 PRODUCT

General

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

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

Product to be ordered on this contract. Review existing conditions, window schedule, and statement of work for scope of work and for list of products.

See attachment for technical requirement of products **See attachment for technical requirement of products. Basis of Design may be used, but are provided for layout and aesthetic purposes only and does not indicate a preferred manufacturer by the VA.**

Brand Name or Equal Salient Characteristics

- "Or equal" products must include manufacturer's product brochure including specification information.
- **Failure to clearly note that the products being quoted are the requested brand name, or failure to supply "or equal" products' specifications and informational literature shall constitute a "non-responsive" bid and will not be further evaluated for award**
- If submitting an OR EQUAL bid on window treatments, vendor must supply a sample for demo to the Hampton VA Medical Center **within 2 weeks** of bid submittal; demo to remain onsite for two weeks to undergo a determination of parity for construction quality.

Basis of Design:

- WT Shades manual Roller shades with Roller Spring – CF200, SoloMount or equal
 - Lightweight, balanced spring tension for optimal shade positioning with the touch of a finger
 - Metal to metal contact points on Idle side of the shade ensure a sturdy and reliable connection to the bracket
 - Handle and optional extendable operating wand for tall or hard to reach shades.
 - Roller Tube shall not be more than 1.5" or 2" diameter
 - Idler shall be retractable.
 - Product shall have an external hembar with clear handle.
 - Extruded 6061-T6 aluminum
 - Product shall have a 3.5" fascial for the front.
 - The extendable operating wand shall extend by 27" – 77"
 - Product shall have a universal; mounting bracket to mount through ceiling, wall, or jamb to allow easy on the fly adjustments. Shade dealer is responsible for selecting proper size of brackets based on window sizes and maintaining consistency within spaces.
 - Maximum roll diameter is 2-3/4 inches.
 - Idler mechanism shall be spring loaded with interchangeable housing to allow for multiple tube sizes. Spring loaded idler shall have a metal axle for added strength and safety. Idlers with plastic point shall not be accepted.
 - Product shall be third party certified to meet WCMA Best for Kids Program Eligibility
 - Product shall have a 10-year limited warranty.

8.0 SERVICES

Service required is detailed in **SV2 and Labor Services**

8.1 General Scope:

The Veterans Health Administration (VHA) has a recurring requirement for healthcare furniture for the Medical Centers.

This requirement includes healthcare furniture, design, project management, furniture removal, professional installation and maintenance/warranty services. A Contracting Officer Representative (COR) will be assigned at the federal ordering level.

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

SV2 – Installation and Labor Services

Contract Tasks/Requirements

- a. Contractor to verify window schedule and sizes prior to ordering the product.
- b. Contractor shall confirm all finish selections prior to ordering the product.
- c. Contractor to provide a detailed sketch of custom arched fascia.
- d. Contractor to provide removal and disposal of existing furnishings/fixtures within the space. Installation of new furnishings and fixtures shall commence per the Statement of Work. All installations require the COR's approval of a plan provided by the Contractor.
- e. Contractor to provide services to include the removal of existing windows treatments and accessories.
- f. Contractor to provide hauling, excessing and recycling services of VA furnishings in coordination with the VA COR per SOW.
- g. 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. Specific, required meetings will be identified at the order level.
- h. The Contractor shall designate a local on-site project manager and lead installer. An on-site project manager/lead installer will require a cell phone or other means of communication coordinate each moving service activity with the VA COR. The project manager/lead installer will be responsible for oversight for 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 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/Moving Services crew.
- k. The Contractor shall ensure that crew members have the technical capability to assemble and disassemble all types of commercial furniture and specialized equipment before performing such tasks defined in this SOW.
- 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 furniture drawing layouts. The contractor's personnel shall also have familiarity with a variety of commercial furniture product disassembly and assembly parts and components; and be able to physically perform the functions required in the performance of their assigned duties.
- m. Contractor shall utilize manufacturer specific hardware for installation or receive written approval for hardware substitutions that will not void warranty.
- n. Install roller shades level, plumb, square, and true according to manufacturer's written instructions, and located so shade band is not closer than 0.75" to interior face of glass.
- o. Allow proper clearances for window operation hardware.
- p. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.
- q. Clean roller shade surfaces after installation, according to manufacturer's written instructions.
- r. Engage Installer to train Owner's maintenance personnel to adjust, operate and maintain roller shade systems

Protection of Property

- 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 always performed 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. Contractor 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 provide "white glove" services to include inspect to ensure that the furniture is free of surface dirt, clean and polished, free of defects, and that the installation is complete and ready for use by patients, staff, and visitors.
- 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 lead installer must be available via telephone while working on-site.
- b. Specialty moving materials, tools, and supplies, including but not limited to padding, packing, crating, dollies/hand trucks, ladders, and any other type of equipment commonly used for installation services activities, as required for the safe transportation 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 and drink 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. The Government maintains the option to modify the normal work week, days and hours, as necessary for the accomplishment of VHA mission.

Local Project Manager (PM) Requirements

- a. Communication with VA COR as pertaining to Requests for Information (RFIs), updates, design changes, Quality Control concerns notifications and installation scheduling in writing by email in addition to any phone conferences or in-person meetings.
- b. PM shall schedule arrival of the product and installation date.
- c. PM shall perform an on-site review of space and installation plans at least 5 days in advance with VA Point of Contact (POC), COR or Interior Designer.
- d. PM shall perform on-site visit and assess area for any encumbrances (loading dock, the path of travel, electrical/data need locations, etc.) that would be a potential delay to the project.
- e. PM shall be on-site during installation to answer any questions regarding product installation or space/area.
- f. PM shall perform on-site walk-through and punch list after installation with Lead Installer and VA POC, COR or Interior Designer

The requested time frame for delivery receipt is 10 weeks following award of contract and shall be mutually agreed on by the Interior Designer/COR. The contractor shall submit a schedule for approval including when field measurements will be completed, fabrication completion date, and estimated installation schedule. Mounting TBD at time of ordering. All shades to be inside mounted if possible, determination will be made after field measurements are taken.

VA Policies

- a. Parking Policies
 - Please be advised that parking on the grass is strictly prohibited. Ensure that all vehicles, including those used for deliveries and personal use, are parked only in the designated parking areas.
- b. Drug Free Workplace
 - The Department of Veteran Affairs is committed to providing a safe, healthy, and productive work environment. The misuse of drugs and alcohol can impair safety, health, and job performance. The expectation of the contractor is to follow the policies found below to maintain a drug-free workplace.
 - Prohibited Behavior
 - The use, possession, sale, distribution, or manufacture of illegal drugs or alcohol on company premises, in company vehicles, or while conducting company business is strictly prohibited.
 - Employees must not be under the influence of drugs or alcohol during working hours or while on VA property.
 - It is the responsibility of the contractor to ensure any employees using prescribed or over-the-counter medications are able to safely and effectively perform their jobs without

- affecting the quality and scope of work as detailed.
- No smoking is allowed on campus premises at all. There is no designated smoking areas.
- Disciplinary Actions
 - Violation of this policy may result in disciplinary action, up to and including termination of this contract.
 - Employees may also be subject to legal consequences if their actions violate federal, state, or local laws.
- c. Contractor Laydown Area
 - The Department of Veteran Affairs has a laydown area with a designated spot for Interior Design to maintain where tools, materials, equipment, and vehicles can be temporarily stored to maintain the functionality of the campus while undergoing renovations. This information will be shared during the kick-off meeting.

9.0 ATTACHMENT

- Existing Condition Document

SECTION C - CONTRACT CLAUSES

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

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

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

C.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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_1 (FAR) and
<http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	OCT 2025
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (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)	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
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018

52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (End of Clause)	MAR 2023

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)

C.3 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

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

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

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

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

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence

or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not

covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

- (1) Is developed or provided by a Kaspersky Lab-covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

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

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if

OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

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

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

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

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

(4) *Iran prohibitions.*

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

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

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

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

(e) *Governmentwide exclusion and removal orders.*

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services

produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) *New FASCSA orders report.*

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

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was

provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

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

- (i) Contract number and order number, if applicable;
- (ii) Name of the covered article or source subject to a FASCSA order;
- (iii) The specific FASCSA order the product or service does not comply with;
- (iv) The elements of (h)(1)(iii) through (ix) of this clause.

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

(End of Provision)

C.4 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION APR 2026)

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

Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.

Subcontract has the meaning at FAR 44.401

(b) *Requirements.*

(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.

(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2025
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for	MAY 2014

	Certain Services— Requirements	
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-91	Security Prohibitions and Exclusions	NOV 2025
52.240-91 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	NOV 2025
52.240-92	Security Requirements	NOV 2025
52.240-92 with Alt II	Security Requirements, with its Alternate II	NOV 2025
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2025

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.109(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(c) *Subcontracts*. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of Clause)

C.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs

approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

C.5 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION) (MAR 2026)

(a) The Contractor shall comply with current Department of Veterans Affairs policy for personal identity verification of all employees performing under this contract when physical access to VA facilities, and/or logical access to VA information and VA information systems is required.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require physical access to VA facilities, and/or logical access to VA information and VA information systems.

(End of Clause)

C.6 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://vawww.va.gov/vapubs/index.cfm>.

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

Positions/Tasks Designated as Non-Sensitive Positions – Tier 1/Low Risk
Positions/Tasks Designated as Non-Sensitive Positions – Tier 2/Mod Risk
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. 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.7 VAAR 852.212-71 GRAY MARKET AND COUNTERFEIT ITEMS (FEB 2023)

(a) No used, refurbished, or remanufactured supplies or equipment/parts shall be provided. This procurement is for new Original Equipment Manufacturer (OEM) items only. No gray market items shall be provided. Gray market items are OEM goods intentionally or unintentionally sold outside an authorized sales territory or sold by non-authorized dealers in an authorized sales territory.

(b) No counterfeit supplies or equipment/ parts shall be provided. Counterfeit items include unlawful or unauthorized reproductions, substitutions, or alterations that have been mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified item from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitutions include used items represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

(c) Vendor shall be an OEM, authorized dealer, authorized distributor, or authorized reseller for the proposed equipment/system, verified by an authorization letter or other documents from the OEM. All software licensing, warranty and service associated with the equipment/system shall be in accordance with the OEM terms and conditions.

(End of Clause)

C.8 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (JAN 2023) (DEVIATION)

(a) In an effort to achieve socioeconomic small business goals, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business certification status and their proposed use of eligible certified service-disabled veteran-owned small businesses (SDVOSBs) and certified veteran-owned small businesses (VOSBs) as subcontractors.

(b) Eligible and certified service-disabled veteran-owned small businesses offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the certified Service-Disabled Veteran-Owned and Veteran-Owned Small Business Status evaluation factor. To receive credit, an offeror must be listed at the time of submission of offers and at time of award, as a certified SDVOSB/VOSB in the SBA certification database on the SBA Veteran Small Business Certification Program portal at <https://veterans.certify.sba.gov/> (see 13 CFR 128) and be otherwise eligible in accordance with SBA size standards for the acquisition and limitations on subcontracting requirements set forth in SBA regulations (see 13 CFR 121, 125 and 128.).

(c) Non-Veteran offerors proposing to use certified SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the certified SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be listed at the time of submission of offers and at time of award, as a certified SDVOSB/VOSB in the SBA certification database.

(d) Pursuant to 38 U.S.C. 8127(g), any business concern that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB/VOSB status is subject to debarment for a period of not less than five years. This includes the debarment of all principals in the business.

(End of Clause)

C.9 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001;

(2) *Designated agency office* means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in

paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) *Invoice payment* has the meaning given in FAR 32.001; and

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.10 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the

responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

C.11 VAAR 852.246-71 REJECTED GOODS (OCT 2018)

(a) *Supplies and equipment.* Rejected goods will be held subject to Contractor's order for not more than 15 days, after which the rejected merchandise will be returned to the Contractor's address at the Contractor's risk and expense. Expenses incident to the examination and testing of materials or supplies that have been rejected will be charged to the Contractor.

(b) *Perishable supplies.* The Contractor shall remove rejected perishable supplies within 48 hours after notice of rejection. Supplies determined to be unfit for human consumption will not be removed without permission of the local health authorities. Supplies not removed within the allowed time may be destroyed. The Department of Veterans Affairs will not be responsible for, nor pay for, products rejected. The Contractor will be liable for costs incident to examination of rejected products.

(End of Clause)

C.12 VAAR 852.247-71 DELIVERY LOCATION (OCT 2018)

Shipment of deliverable items, other than reports, shall be to:

Department of Veterans Affairs

Hampton VA Medical Center

100 Emancipation Drive

Hampton VA 23667

(End of Clause)

C.13 VAAR 852.247-73 PACKING FOR DOMESTIC SHIPMENT (OCT 2018)

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with regulations of carriers as applicable to the mode of transportation.

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 Existing Conditions

See attached document: Existing Conditions.



Existing
Conditions.pdf

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 QUOTERS

- (a) *Submission of quotes.* Submit the Quote to Ruth Morris at ruth.morris@va.gov at or before the exact time specified in this solicitation. As a minimum, quotes shall include the—
- (1) Completed, signed and dated Standard Form (SF) 1449 with the name, address, telephone number of the Quoter, and their Unique Entity Identifier (UEI);
 - (2) Include all information necessary to evaluate the factors contained in the Basis for Award as described in the solicitation as follows:
 - i. Technical. Quoters shall submit a written Technical proposal that demonstrates the ability to fully perform the requirements as outlined in the performance work statement. The Technical Proposal must not contain any pricing information. Submit the Technical Proposal as a PDF file identified as the Technical Proposal.
 - ii. Price. Pricing shall be submitted as requested in section B.2 Price Schedule of this solicitation document.
 - (3) Responses to provisions that require Quoter completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)), Quoters are required to have an active Federal Government contracts registration in SAM when they submit a quote and at the time of award;
 - (4) Failure to comply with these instructions and provide all requested documents will result in quotes being rejected without further evaluation.
- (b) Questions pertaining to this solicitation shall be emailed to Ruth Morris at ruth.morris@va.gov by September 14, 2026 at 0800 a.m. EST. Questions will be answered via an amendment to this. No telephone inquiries will be considered.

- (c) **Contract award.** The Government intends to evaluate quotes and award a contract in accordance with the Revolutionary FAR Overhaul Part 12 policies and procedures for the streamlined acquisition of commercial items and services. The Government may reject any or all quotes if such action is in the public interest, except other than the lowest quote, and waive informalities and minor irregularities in quotes received.
- (d) **Explanation to Unsuccessful Quoters.** In accordance with Revolutionary FAR Overhaul 12.301, award notices will comply with the posting requirements in FAR subpart 5.3.

E.2 BASIS FOR AWARD

- (a) **Basis for Award.** Award will be made in accordance with the Revolutionary FAR Overhaul Part 12, Simplified Acquisition Procedures. The Government intends to issue an award to the responsible quoter whose quote is determined to be most advantageous to the Government, based on a best value determination considering technical capability, past performance, and price.

Evaluation Factors

- Bill of Materials with subtotals and tagged per CLIN.
- Labor/Services appropriate to the scope of work. (no pricing included)
- Project staffing plan appropriate to scope of work
- Project management plan appropriate to scope of work

- (b) **Criteria for Award.** The Government will evaluate each quote for completeness and compliance with all instructions of this solicitation. Quotes will be evaluated based on the factors outlined below.

- (1) **Technical Capability.** The quote will be evaluated based on how well the proposed services meet and/or exceed the requirements in the performance work statement. The Government reserves the right to select a quote that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so.
- (2) **Price.** Price will be evaluated to determine fairness and reasonableness in accordance with Revolutionary FAR Overhaul Part 12.204. The total evaluated price will be the sum of all line items required under this solicitation. The Government will evaluate the price by adding the total of all line-item prices, including all options. The Total Evaluated Price will be that sum. Evaluation of the price for the option period under FAR 52.217-8 will be accomplished by adding six months of the quoter's price for the last potential period of performance under this contract. The evaluation of options does not obligate the Government to exercise the option(s).

(End of provision)

E.3 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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_1 (FAR) and
<http://www.va.gov/oal/library/vaar/index.asp> (VAAR)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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
52.240-90	SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION) (End of Provision)	NOV 2025

E.2 VAAR 852.239-75 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE (FEB 2023)

(a) Any offeror responding to this solicitation must comply with established VA Information and Communication Technology (ICT) (formerly Electronic and Information (EIT)) accessibility standards. Information about Section 508 is available at <http://www.section508.va.gov/>.

(b) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 852.239–75, Information and Communication Technology Accessibility. In order to facilitate the Government's determination whether proposed ICT supplies meet applicable Section 508 accessibility standards, offerors must submit appropriate VA Section 508 Checklists, in accordance with the checklist completion instructions. The purpose of the checklists is to assist VA acquisition and program officials in determining whether proposed ICT supplies, or information, documentation and services conform to applicable Section 508 accessibility standards. The checklists allow offerors or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues.

(c) Respondents to this solicitation must identify any exception to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that

supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(End of Provision)

(End of Addendum to 52.212-1)