

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES				1. REQUISITION NO. 648-27-1-027-0002		PAGE 1 OF 24	
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER 36C26027Q0032	
						6. SOLICITATION ISSUE DATE 09/15/2026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Peter Park				b. TELEPHONE NO. (No Collect Calls) 360-553-7631	
						8. OFFER DUE DATE/LOCAL TIME 09/24/2026 3:00PM PDT	
9. ISSUED BY Network Contracting Office 20 ATTN: V4CONT 1601 E. Fourth Plain Blvd Bldg.17, Suite B428 Vancouver WA 98661				CODE 36C260		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 813920 ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB SIZE STANDARD: \$23.5 Million ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)	
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 Portland VA Medical Center 3710 Southwest US Veterans Hospital Road Portland OR 97239				CODE 36C648		16. ADMINISTERED BY Network Contracting Office 20 ATTN: V4CONT 1601 E. Fourth Plain Blvd Bldg.17, Suite B428 Vancouver WA 98661	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Dept of Veterans Affairs FMS-VA-2(101) Financial Services Center PO BOX 149971 Austin TX 78714-9971 PHONE: FAX:	
TELEPHONE NO. UEI: EFT:				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM			
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		This RFQ is for ANCC Magnet Redesignation for Portland VAMC. This is a Base plus 3 Option Year contract. Please submit below for a valid quote: - Completed and signed SF 1449 (This Document) - Completed quote in Price/Cost Schedule in Section B.2 - Letter of authorized service provider from ANCC for this Magnet redesignation service for Portland VAMC - Company SAM UEI#, POC, phone number, address, and email Please submit your response to Peter.Park2@va.gov by the RFQ deadline. 52.232-18 Availability of Funds (APR 1984) applies to this RFQ (Use Reverse and/or Attach Additional Sheets as Necessary)					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 648-3670160-027-824100-2581 010024195						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						☒ ARE ☐ ARE NOT ATTACHED.	
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						☐ ARE ☐ ARE NOT ATTACHED	
☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				☐ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Peter Park VA-VHA-RPOW-2025-0039		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	4
B.4 STATEMENT OF WORK.....	5
SECTION C - CONTRACT CLAUSES	10
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)	10
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	15
C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	16
C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) ...	16
C.5 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)	16
C.6 52.232-18 AVAILABILITY OF FUNDS (APR 1984).....	17
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS.....	18
SECTION E - SOLICITATION PROVISIONS.....	19
E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION).....	19
E.2 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)	20
E.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	24
E.4 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)	24

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT:

Contracting Officer 36C260
Network Contracting Office 20
ATTN: V4CONT
1601 E. Fourth Plain Blvd
Bldg.17, Suite B428
Vancouver WA 98661

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

☒ 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 submission of the application documentation

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

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	Annual Fee - ANCC Magnet Redesignation Contract Period: Base POP Begin: 11-01-2026 POP End: 10-30-2027	1.00	EA		
1001	Annual Fee - ANCC Magnet Redesignation Contract Period: Option 1 POP Begin: 11-01-2027 POP End: 10-30-2028	1.00	EA		
2001	Annual Fee - ANCC Magnet Redesignation Contract Period: Option 2 POP Begin: 11-01-2028 POP End: 10-30-2029	1.00	EA		
2002	Application Fee - ANCC Magnet Redesignation Contract Period: Option 2 POP Begin: 11-01-2028 POP End: 10-30-2029	1.00	EA		
3001	Appraisal Fee - ANCC Magnet Redesignation Contract Period: Option 3 POP Begin: 11-01-2029 POP End: 10-30-2030	1.00	EA		
3002	Per Diem - ANCC Magnet Redesignation Up to \$1,000 Contract Period: Option 3 POP Begin: 11-01-2029 POP End: 10-30-2030	1.00	EA		
				GRAND TOTAL	

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001- 3002	SHIP TO: Portland VA Medical Center 3710 Southwest US Veterans	AS ABOVE	SEE POP ABOVE

Hospital Road
Portland, OR 97239 2964
USA

MARK FOR: TBD

FOB: DESTINATION

B.4 STATEMENT OF WORK

Background & Objectives

VAPORHCS is currently seeking Magnet® Recognition through the American Nurses Credentialing Center (ANCC). ANCC is the governing body that recognizes health care organizations for their work in quality patient care, nursing excellence and innovation in professional nursing practices.

The Magnet® credential is recognition of a healthcare organization's attainment of superior excellence in nursing. It is also a rewarding and valuable experience for an organization seeking focus and direction to achieve nursing excellence. The process is thorough and comprehensive, involving widespread participation by the applicant organization's nurses and other members of the healthcare team. It is a revealing self-evaluation, creating opportunities for the entire organization to work collaboratively, enhance individual professional development and growth, and strategically support a work environment that is proactive and deliberate in the delivery of safe patient care.

Phases of the Magnet® Appraisal Process:

1. Application
2. Submission of written documentation
3. Site visit
4. Decision by Commission on Magnet® Recognition (COM)

ANCC Magnet Fee Schedule (FY27–FY30)

Period of Performance	Contract Year	Fee Type
FY27 - 11/1/2026-9/3/2027	Base Year	Year 1 - Annual Fee
FY28 - 11/1/2027-9/3/2028	Option Year 1	Year 2 - Annual Fee
FY29 - 11/1/2028-9/3/2029	Option Year 2	Year 3 - Annual Fee
		Application Fee

FY30 - 11/1/2029- 9/3/2030	Option Year 3	Appraisal Fees
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Additional fees:

Meals and incidental expenses (M&IE) per diem rates for site/virtual visit.

Scope

The contractor shall:

- Virtually review the documents VAPORHCS submitted for Magnet® designation/re-designation.
- Determine if the written documentation meets the required threshold. Once determination is made a site visit will be arranged to validate, verify, and amplify compliance and enculturation of the Magnet® components.
- Negotiate with VAPORHCS to determine site/virtual visit dates with the Magnet® appraiser team.
 - The site visit will be conducted within six to twelve weeks following notification.
 - ANCC must collaborate with VAPORHCS to determine hotel stay, travel, and per diem for Magnet® appraisal team.
- Verify, amplify, and clarify the content of the applicant's written documentation during the 3-day onsite/virtual visit with actions that include:
 - Meetings with large and small groups and visits to the units and other areas where nurses work.
 - Visits with members of the community and area schools of nursing.
 - Review of nurse-sensitive indicators, nurse and patient satisfaction data, and advocacy department files reflecting reports related to nurses and nursing.
- Prepare a final report for the Commission on Magnet® Recognition (COM), including a summary of the written documentation review and site visit findings.

Requirement

- Appraisal and Documentation Review in the designation submission year.
 - Review written documentation submitted by VAPORHCS
 - The average time for reviewing written documents, or request for and review of additional documents, is approximately four months. If additional documentation is requested, the organization has up to sixty business days to produce the documents.
- On-Site Visit for Magnet® Team in (Insert anticipated site visit year, roughly 6 months after document submission).
 - Verify, amplify, and clarify the content of the applicant's written documentation during 3-day onsite visit with actions that include:
 - Meetings with large and small groups and visits to the units and other areas where nurses work.
 - Visits with members of the community and area schools of nursing.
 - Review of current budget, nurse-sensitive indicators, nurse and patient satisfaction data, and advocacy department files reflecting reports related to nurses and nursing.
 - The site visit is scheduled for six to twelve weeks after notification

Deliverables

The contractor shall:

- review VAPORHCS' submitted documents and request for redesignation
- review the appraiser reports
- vote on the achievement of Magnet® expectations
- notify the VAPORHCS by contacting the Associate Director of Patient Care services via email of the outcome of the Magnet® process
- invoice appraiser fees; not to exceed the government per diem rates in the year costs are incurred

RECORDS MANAGEMENT OBLIGATIONS

A. Applicability

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

B. Definitions

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

The term Federal record:

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

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as

amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. VA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of VA or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to VA. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to VA control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and VA guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with VA policy.
8. The Contractor shall not create or maintain any records containing any non-public VA information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. The VA owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which VA shall have unlimited rights to use, dispose of, or disclose such data contained therein as

it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VA-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

(a) *Definitions.* The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

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

(e) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment—*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

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

(5) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the

Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by FAR part 33 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract,

(5) Solicitation provisions incorporated in the solicitation.

(6) Other paragraphs of this clause.

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) *Unauthorized obligations.*

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period

required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

(End of Clause)

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

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

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

C.2 52.252-2 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>
<https://www.va.gov/oal/library/vaar/>

(End of Clause)

<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	NOV 2015

	DOMESTIC CORPORATIONS	
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (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
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

C.3 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 prior to contract expiration.

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

(End of Clause)

C.5 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs;

associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

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

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

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

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

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

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

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

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

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

(End of Clause)

C.6 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

No content in this Section

SECTION E - SOLICITATION PROVISIONS

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

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

- (1) The solicitation number;
- (2) The name, address, telephone number of the Offeror;
- (3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
- (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
- (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
- (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

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

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

- (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
- (2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of Provision)

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

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

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

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

1. 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. The following factors shall be used to evaluate offers:

This evaluation will be based on price.

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

3. 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.

BASIS FOR SELECTION

1. Contract Type: The contract will be firm fixed price. It will be competed and awarded under the Revolutionary Federal Acquisition Regulation Overhaul Part 12, Acquisition of Commercial Products and Services procedures. The Government intends to select one contractor for the subject solicitation.

2. Responsive and Responsible: This is a Low Price solicitation where a single Offeror will be selected who is deemed responsive and responsible in accordance with the Revolutionary FAR Overhaul (RFO) 9.104-1, whose offer conforms to the RFQ requirements, offers the lowest price, whose price does not exceed the amount of funding available for the procurement, and whose offered price is found to be reasonable.

3. SAM Registration: Offeror must be registered in the System for Award Management (SAM). No contract will be entered into with an unregistered contractor. Internet access allows you to register by completing an electronic on-line registration application at <https://www.sam.gov/portal/public/SAM/> On-line Representations and Certifications (ORCA) may also be filled out at this website.

4. Quote Preparation Instructions:

4.1. Specific Instructions: Submit signed and dated offers to Contracting Officer Peter Park via email to peter.park2@va.gov. All Quotes shall be legible and prepared in the following general format to be properly evaluated. Offers shall be complete, self-sufficient, and respond directly to the requirements of this solicitation.

4.1.1. Format.

**** ALL OFFERORS ARE REQUIRED TO SUBMIT PARTS 1 THROUGH 3 BELOW TO BE IN ORDER TO COMPLY WITH THE SOLICITATION INSTRUCTIONS. IF YOU DO NOT COMPLY WITH THESE INSTRUCTIONS, YOU MAY NOT BE FURTHER EVALUATED FOR AWARD. ****

Part I: Executed Request for Quote

Part II: Price Proposal

Part III: Responsibility

4.1.2. Part I - Executed Request for Quote: Requires the offeror to complete blocks 17a (block 17a must include a SAM Unique Entity ID), 17b, 30a, 30b, and 30c, on the SF 1449 as applicable.

4.1.3. Part II - Price: Insert proposed unit and extended prices in Contract Line-Item Numbers (CLIN). All prices shall be represented in two decimal positions only. Example: \$0.27, not \$0.27458. Firm fixed unit pricing shall include all labor, overhead, profit, materials, and associated costs of the like to provide services. Pricing shall not be handwritten to ensure they are legible. Pricing will be priced as a total all-inclusive for the items listed in the Price/Cost Schedule Section. The quoted price from the offeror shall not exceed the stated contractor's price schedule. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers. Offers received that do not comply will be found non-compliant and removed from evaluation. If two or more offerors with acceptable responsibility and past performance submitted the equal lowest priced quotes, the Contracting Officer may request only from those offerors who submitted the equal lowest quotes to revise the pricing after the deadline without issuing a new RFQ or amendment. This price revision request will not be considered a discussion. Alternatively, the Contracting Officer may also select the awardee based on the offeror's superior responsibility capabilities and/or past performance from the pool of the lowest equal priced quotes.

4.1.4. Part III – Responsibility: Requires the offeror to provide information verifying that it has the capability of meeting the requirements of the solicitation. Government's requirements would include all items in the Statement of Work, Price/Cost Schedule and/or Salient Characteristics. Evaluations shall be based on information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer. Please provide copies of the following:

4.1.4.1. Proposed product description and/or service capability:

(a) Supplies - Descriptive literature such as illustrations, drawings, or other descriptive information to enable the Contracting Officer to evaluate products against the salient characteristics.

(b) Services – Statements that would show the offeror's understanding of all the requirements in the Statement of Work as well as its capabilities to meet all the requirements listed in the SOW and Price/Cost Schedule.

4.1.4.2. Verification of authorization by the manufacturer to provide the services/supplies or a statement that the offeror is the manufacturer provided at the time of offer.

Offerors must read the solicitation entirely to ensure compliance with the solicitation requirements. Offers received that do not comply with the terms and conditions of the solicitation and/or have missing documentation may be considered non-compliant and may be removed from evaluation.

Past performance will be evaluated using the Contractor Performance Assessment Reporting System (CPARS), as well as the past performance references. If an Offeror does not have past

performance available in CPARS, the past performance references will be used exclusively. Government databases and previous Project Owners/CORs may be contacted as references. The Government may research offeror performance on any federal, state, local, and commercial contracts of the offeror that is known to the Government, but not included on a submitted reference. Additionally, the personal experience and evaluator knowledge of offeror performance may be utilized.

5. Basis For Award: An award will be made to a single offeror. Any award to be made will be based on the lowest price offer that meets responsibility requirements with a satisfactory record of past performance. If an offeror has no record of relevant past performance record or if information is not available, they will not be rated favorably or unfavorably. No offer will be accepted that does not contain the total amount of work specified in this solicitation.

6. Price Criteria:

6.1. Price. Price will be evaluated using Price Analysis Techniques and the following criteria:

6.2. Total Price: The total evaluated price will be the sum of all Contract Line-Item Numbers (CLINs).

6.3. Balance of Offer: The offer is balanced if the price is properly distributed throughout the life of the contract by base and option years.

6.4. Reasonableness. A price is reasonable if, in its nature or amount, it does not exceed what would be incurred by an ordinarily prudent person in the conduct of normal competitive business.

7. Responsibility Criteria:

The ratings focus on the acceptability of the offeror's offer and will be assessed at the factor level. Responsibility shall be evaluated using the following rating method:

7.1. Acceptable: Meets all specified minimum performance or capability requirements necessary for satisfactory contract performance.

7.2. Not Acceptable: Fails to meet all or some specified performance or capability requirements. Clearly state why the offeror does not meet any specified performance or capability requirement.

8. Past Performance Ratings:

8.1. Past Performance: The Government will review available past performance data in the Government's Contractor Performance Assessment Reporting System (CPARS). However, the Government reserves the right to obtain past performance information from any available source and may contact sources other than those identified by the offeror when evaluating past performance. The Government will rate the offeror in relation to risk. A contract award will not be made to any offeror who receives an Unsatisfactory past performance rating. The Past Performance Factor will be assigned one of the ratings defined below:

8.1.1. Acceptable - Little doubt exists that the offeror will successfully perform the required effort based on its performance record.

8.1.2. Not Acceptable – Significant doubt exists that the offeror will successfully perform the required effort based on its performance record.

(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>
<https://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025

E.4 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)

(End of Addendum to 52.212-1)