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

1. REQUISITION NO. 674-26-4-5066-0385

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C25726Q0758

6. SOLICITATION ISSUE DATE: 07-30-2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Crystal Carabajal

b. TELEPHONE NO. (No Collect Calls): 210-915-4076

8. OFFER DUE DATE/LOCAL TIME: 08-14-2026 3:00pm CDT

9. ISSUED BY — CODE 36C257

Department Of Veterans Affairs
Network Contracting Office 17

5441 Babcock Road Ste. 302
San Antonio, TX 78240

10. THIS ACQUISITION IS

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

NAICS: 238290

SIZE STANDARD: $22 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING: N/A

14. METHOD OF SOLICITATION

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

15. DELIVER TO — CODE 36C674

Department of Veterans Affairs
Central Texas VA Medical Center

1901 Veterans Memorial Dr.
Temple, TX 76504

16. ADMINISTERED BY — CODE 36C257

Department Of Veterans Affairs
Network Contracting Office 17

5441 Babcock Road Ste. 302
San Antonio, TX 78240

17a. CONTRACTOR/OFFEROR CODE | FACILITY CODE

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY — CODE

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

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

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

- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	NEW: Pump and Motor Upgrade for Dental Vacuum IAW SOW Questions Due: Monday, August 10, 2026 by 3:00pm CDT Email Crystal.Carabajal@va.gov | 210-915-4076 Quotes Due: Friday, August 14,2026 by 3:00pm CDT Email Crystal.Carabajal@va.gov | 210-915-4076 This acquisition is being conducted IAW FAR Part 12. Refer to Addendum 52.212-1, Instructions to Offeror's on pages 14 to 17. Refer to Addendum 52.212-2, Evaluation on pages 17 - 19.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
- [ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT): Shawn R. Reinhart

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: TBD

b. GOVERNMENT: Contracting Specialist, 36C257 Crystal Carabajal
Department Of Veterans Affairs
Network Contracting Office 17
5441 Babcock Road Ste. 302
San Antonio, TX 78240

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

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

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] Upon completion, inspection, and acceptance

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	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BV3080 Motor Add-on	3.00	EA	_____	_____
				GRAND TOTAL	_____

B.3 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION		QUANTITY	DELIVERY DATE
0001	SHIP TO:	Department of Veterans Affairs Central Texas Healthcare System 1901 Memorial Drive Temple, TX 76504 USA	ALL	60 Days ARO
	MARK FOR:	Ty Ryan 254-560-0334 Ty.Ryan@va.gov		

B.4 STATEMENT OF WORK

Pump/Motor Upgrade for Dental Clinic Vacuum

1. **Requirements.** The Contractor must provide all materials needed for the purchase and instructions of installation of a Dental Clinic Vacuum Pump Upgrade at the Central Texas Veterans Health Care Facility at 1901 Veterans Memorial Drive, Temple, Texas 76504.

1.1 The Contractor must provide certified new parts as listed below in a timely manner. All parts and equipment must comply with federal, state, and local regulations.

2. **Period of Performance.** Completed within 60 days After Receipt of Order (ARO).

3. **Parts & Service(s) Requirements.** The Contractor must supply and deliver the following parts:

- BV3080 Motor Add-on or equivalent — 3 Total
  - BaseVac 3080 pump with 5HP 460V Motor
  - New Schneider Overload
  - X3 15amp CC-Type Fuses
  - Piping and Piping connections for pumps
  - New intake and exhaust check-valves
- Instructions/Guidance for VA electrician to perform installation — 1 Total

Note: All parts are to be new OEM (Original Equipment Manufacturer) only.

4. **Contracting Officer's Representative (COR)** The Contractor must contact VA Contracting Officer's Representative (COR) or Alternate COR (ACOR) prior to start of the work.

COR: Ty Ryan, Engineering Tech
254-560-0334
Ty.Ryan@va.gov

ACOR: Jesse Leitzke
254-297-4627
Jesse.Leitzke@va.gov

The Contractor must provide a schedule to the COR and ACOR, to ensure timely delivery of parts.
The Contractor must coordinate with VA COR and ACOR No Later Than 7 days to the start of this service and completion. Delivery of parts can be normal working hours from 8:00 am to 4:30 pm excluding federal holidays unless requested and approved by the COR. Federal holidays include:

5. **Government Holidays:**
The Government observes the listed days as holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November

Christmas December 25th

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

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

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

6. **Contractor Responsibilities:**

- Within 60 days of ARO the Contractor must provide a written delivery schedule.
- Coordinate with the COR and PM any schedule or delivery conflicts immediately.
- The Contractor must provide specification/cut sheet on all parts 14 day prior to Delivery. Specification/cut sheet are subject to COR and ACOR approval prior to acceptance and instructions of installation.
- The Contractor must inspect all parts and ensure new OEM quality, proper size and quantity are present prior to delivery to the Temple VA.
- Ensure that all safety measures are followed in accordance with local and state safety laws as it relates transportation and delivery of the requested parts.

6.1 **Other Considerations.**

- The Contractor must verify all requirements for this project.
- All measurements and conditions must be verified by the Contractor. Any discrepancies between field conditions, and this SOW must be immediately brought to the COR, PM and Contracting Officer's attention.
- The Contractor must be qualified/certified in accordance with all manufacturer requirements/local codes/regulation.
- The Contractor must provide adequate documentation verifying that any equipment and/or materials proposed meets or exceed all federal government requirements.
- The Contractor must insure all parts are thoroughly clean inside and outside and shall remove and dispose excess packing materials off site.

7. **Codes And Standards:** The project must be in accordance with the latest International Building Code (IBC), National Fire Protection Associate (NFPA) standard, Uniform Federal Accessibility Standard (UFAS), VA Specifications and Standards, and local facility requirements. In the event there is a conflict between any of the standards/codes, the more stringent standard/code shall apply.

8. **Working Conditions:** The buildings and the surrounding site areas will be occupied. The Contractor must coordinate their delivery with the COR to ensure there is no conflict with ongoing operation.

9. **Site Visit**: No site visit is required as this is a materials purchase. However, should the Contractor wish to field verify the requested product the contractor may schedule a visit through the COR or ACOR.

10. **Disposal**: Disposal of materials removed under this contract at an approved disposal site in accordance with all local, state, and federal laws, regulations, and guidelines are the Contractors sole responsibility.

11. **Clean-Up:** The Contractor must keep the area neat and tidy and free of debris at the end of each delivery.

12. **Permits:** The Contractor must obtain any licenses and permits and complying with any laws, codes, and regulations applicable to the execution of this work as required Federally and by the State of Texas.

13. **Warrantee**: The Contractor must provide all warrantee documents for each new part. Warranties at a minimum must ensure the products to be free of defects and workmanship for the duration of the manufacturer warranty. All other work must be free of defects for the duration of 1 year.

(END OF STATEMENT OF WORK)

(END OF SECTION B)

SECTION C - CONTRACT CLAUSES

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

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52
https://www.va.gov/oal/library/vaar/

FAR Number	Title	Date
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)
52.204-13	SYSTEM FOR AWARD MANAGEMENT - MAINTENANCE	(OCT 2018)
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	(MAY 2024)
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	(NOV 2025)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	(MAR 2023)
52.233-3	PROTEST AFTER AWARD (DEVIATION NOV 2025)	(AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION NOV 2025)	(OCT 2004)
852.203-70	COMMERCIAL ADVERTISING	(MAY 2018)
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION)	(APR 2025)
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	(OCT 2020)

(End of Clause)

C.2 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
See WD for Bell County, TX	

(End of Clause)

C.3 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

(a) *Definition*. for the Department of Veterans Affairs, ''*Service-disabled Veteran-owned small business concern or SDVOSB''*:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

(ii) The management and daily business operations of which are controlled by one or more service-disabled Veterans (or eligible surviving spouses) or, in the case of a service-disabled Veteran with permanent and severe disability, the spouse or permanent caregiver of such Veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at *https://veterans.certify.sba.gov/*; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term ''Service-disabled Veteran'' means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(3) The term ''small business concern'' has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term ''small business concern owned and controlled by Veterans with service-connected disabilities'' has the meaning given the term ''*small business concern owned and controlled by service-disabled veterans*'' under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term *"SDVOSB participant"* or *certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a certified SDVOSB listed in the SBA certification database who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement/LOS certification.* When awarded a contract action, including orders under multipleaward contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or ''similarly situated'' (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm

further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services*. In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products*.

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

~~(3) *General construction*. In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database.~~

~~(4) *Special trade construction contractors*. In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified SDVOSBs listed in the SBA certification database.~~

(5) *Subcontracting*. An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period*. An SDVOSB shall comply with the limitations on subcontracting as follows:

[] By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

[X] By the end of the performance period for each order issued under the contract.

(f) *Joint ventures*. A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence*. The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation*. Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

C.4 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING - CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(l)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) [X] *Services*. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

~~(ii) [] *General construction*. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.~~

~~(iii) [] *Special trade construction contractors*. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.~~

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating 18 U.S.C. 1001.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].
Printed Name of Signee: _____
Printed Title of Signee: _____
Signature: _____
Date: _____
Company Name and Address: _____

(End of Clause)

(END OF SECTION C)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: P07 WD 2015-5237 rev30 05-13-2026 Bell County.

(END OF SECTION D)

SECTION E - SOLICITATION PROVISIONS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52
https://www.va.gov/oal/library/vaar/

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

(End of Provision)

E.2 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

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

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

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

Submission of Questions and Proposals:

Questions: All questions shall be received by **Monday, August 10, 2026, at 03:00 pm CST.** All questions submitted for this solicitation shall be electronically sent to the following email addresses: crystal.carabajal@va.gov. Please title email with **Solicitation Number, Questions**.

Questions shall clearly identify which part of the solicitation. Questions received after the stated date and time may be addressed at the discretion of the Contracting Officer. Answers to questions will be addressed via an amendment to the solicitation and posted to https://www.sam.gov.

Proposals: All proposals are due **NLT August 14, 2026, at 03:00 PM CST** via e-mail only to crystal.carabajal@va.gov. Quotes shall be received on or before the date and time specified in Block 8 of the SF 1449. Please title email with **Solicitation Number, Proposal Submission**. All proposals shall be submitted **in two (2) separate volumes** and labeled with RFQ Number, Offeror's Company Name, and the appropriate volume number. **All proposals shall be in a PDF format with the Solicitation Number, the Offerors' name and Volume number. PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE CONSIDERED FOR AWARD. PROPOSAL SHALL NOT INCLUDE CAPABILITY STATEMENTS OR SBA LETTERS VERIFYING SDVOSB STATUS. FAILURE TO RETURN ALL REQUIRED DOCUMENTATION AS OUTLINED BELOW WILL REMOVE OFFEROR FROM FURTHER CONSIDERATION FOR AWARD.**

VOLUME I SHALL NOT CONTAIN THE PWS OR ANY CLAUSES AND PROVISIONS NOT REQUIRING TO BE FILLED OUT, SIGNED. DO NOT ADD ANY CLAUSES OR PROVISIONS TO YOUR OFFER THAT ARE NOT IN THIS SOLICITATION. THE FAR, PER EXECUTIVE ORDER, *RESTORING COMMON SENSE TO FEDERAL PROCUREMENT*, IS BEING REVISED. SEE FAR 52.252.2 FOR LINK.

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

VOLUME I: Shall be one (1) entire PDF document and contain only the following documentation in the order listed below. **VOLUME I SHALL NOT CONTAIN THE PWS OR ANY CLAUSES AND PROVISIONS NOT REQUIRING TO BE FILLED OUT, SIGNED, AND RETURNED. AT A MINIMUM THIS SHALL BE 4 PAGES.**

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

Price. This volume shall contain the Price using B.2 Schedule of Services continuation section. **An Excel spreadsheet may be used but shall in the same format as Schedule B.2.** The price proposal shall be specific, complete in every detail, and separate from the technical proposal. Prices shall be evaluated for fairness and reasonableness and will be compared against competing proposals and the independent Government cost estimate.

Prices shall be listed as an all-inclusive Firm Fixed Unit Price that covers in full those services under each CLIN. **Pricing shall not include option pricing for a CLIN. If option pricing is provided the Government will use the higher price.**

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

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

VOLUME II: Technical Redacted. This volume shall contain **only** the offeror's technical approach provided in Volume I. Redacted is defined as: edited especially in order to obscure or remove sensitive information. Sensitive information is defined as data that can identify the company (i.e., company name, company logo, names of personnel working for the company, referring to the company as the incumbent, naming subcontractor companies, subcontractor employees etc.).

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

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

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

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, 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.

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

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

(End of Addendum 52.212-1)

E.3 52.212-2 EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

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

Technical Capability
Price
Past Performance

~~(b) *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. The evaluation of options does not obligate the Government to exercise the option(s).~~

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

(End of Provision)

E.4 52.212-2 ADDENDUM to EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

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

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

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

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

The Government reserves the right to select a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so.

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

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

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

Factor 1 - Technical Capability: Offerors shall address in detail its technical capabilities by describing their proposed approach to each sub-factor. Offeror's technical proposal shall address the feasibility of meeting contract requirements with respect to providing the VA with a high level of confidence in successful performance. Rating will be based upon the extent to which the offer addresses each of the factors and sub-factor. All technical sub-factors will be evaluated based solely on the proposal provided, to the extent in which the proposal demonstrates a clear understanding of the requirements and problems involved in meeting or exceeding the standards for the various tasks, and to the extent in which uncertainties are identified and resolutions proposed. Proposals may exceed the minimum requirements; however, Offerors are cautioned that overzealous technical proposals may be determined by the Contracting Officer not to be in the best interest of the Government during the best value trade-off analysis. This factor will be used to determine the Offeror's ability to successfully manage the full range of contractual requirements, and background and relevant information regarding stability and strengths; each sub-factor is equally important.

Sub-factor 1: Instructions on Installation

Factor 2 - Price The total evaluated price will be based on the estimated quantities identified in the schedule. Offerors shall submit their Price using the B.2 Price Schedule. The price proposal shall be specific, complete in every detail, and separate from the technical proposal. Line items for those option periods shall be sufficiently completed. Prices shall be evaluated for fairness and reasonableness and will be compared against competing proposals and the independent Government cost estimate. Prices shall be listed as an all-inclusive Firm Fixed Unit Price that covers in full those services under each CLIN.

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

(End of Addendum to 52.212-2)

E.5 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

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

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

(End of Provision)

(END OF SECTION E)

(END OF SOLICITATION)