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

1. REQUISITION NO.	PAGE 1 OF
640-26-3-034-0204	48

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C26126Q0684	05-01-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Cynthia Diezel cynthia.diezel@va.gov	916-923-4567	05-14-2026 10AM PDT

9. ISSUED BY CODE 612MCP

Department of Veterans Affairs

Network Contracting Office (NCO) 21

10. THIS ACQUISITION IS

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

NAICS: 621511

SIZE STANDARD: $41.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE		[ ]	N/A	[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE

Reference the Performance Work Statement

16. ADMINISTERED BY CODE 612MCP

Department of Veterans Affairs

Network Contracting Office (NCO) 21

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____

TELEPHONE NO. UEI: EFT:

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

18a. PAYMENT WILL BE MADE BY CODE

Department of Veterans Affairs
FMS VA-9(101) Financial Services Center

PO Box 149971
Austin TX 78714-9971

PHONE: FAX:

[ ] 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
	Contractor shall provide accredited Pathology Physician Services Offsite to the Department of Veterans Affairs, VA Palo Alto Health Care System Period of Performance: 06/01/2026 - 05/31/2031 Base Year: 06/01/2026 - 05/31/2027 Option Year 1: 06/01/2027 - 05/31/2028 Option Year 2: 06/01/2028 - 05/31/2029 Option Year 3: 06/01/2029 - 05/31/2030 Option Year 4: 06/01/2030 - 05/31/2031				

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

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
640-3670160-034-822300-2560 010022300

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 [X] ARE [ ] ARE NOT ATTACHED.

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
		Cynthia Diezel Contracting Officer	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C261
Department of Veterans Affairs
Network Contracting Office (NCO) 21

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

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

[ ] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly [ ]

b. Semi-Annually [ ]

c. Other [X] Monthly in arrears

4. GOVERNMENT INVOICE ADDRESS: Invoices will be electronically submitted to the Tungsten website at http://www.tungstennetwork.com/uk/en/ Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction fees for VA orders. During Implementation (technical set-up) Tungsten will confirm your Tax Payer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. In order to successfully submit an invoice to VA-FSC please review "How to Create an Invoice" within the how to guides. All invoices submitted through Tungsten to the VA-FSC should mirror your current submission of Invoice, with the following items required. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. For additional information, please contact:

Tungsten Support
Phone: 1-877-489-6135
Website: http://www.tungsten-network.com/uk/en/
Department of Veterans Affairs Financial Service Center
Phone: 1-877-353-9791 Email: vafscched@va.gov

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	Autopsy Gross and Microscopic Examination without Brain/Central Nervous System Contract Period: Base POP Begin: 06-01-2026 POP End: 05-31-2027 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	5.00	EA	_____	_____
0002	Autopsy Gross and Microscopic Examination with Brain/Central Nervous System Contract Period: Base POP Begin: 06-01-2026 POP End: 05-31-2027 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	10.00		_____	_____
0003	Autopsy, Limited, Gross and Microscopic Examination, Regional (Pleural Cavity or Peritoneal Cavity, or Limited to Specified Organs) Contract Period: Base POP Begin: 06-01-2026 POP End: 05-31-2027 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	5.00		_____	_____
0004	Office of Decedent Affairs Administrative Fee Contract Period: Base POP Begin: 06-01-2026 POP End: 05-31-2027 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	20.00		_____	_____
0005	Transport Bay Area Mortuary (BAM), Round-Trip From and Back to VA Palo Alto Contract Period: Base POP Begin: 06-01-2026 POP End: 05-31-2027 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	20.00		_____	_____

0006	2.00	_____	_____
	Necropsy (Autopsy) Limited to Specified Organs, Gross Examination Only Contract Period: Base POP Begin: 06-01-2026 POP End: 05-31-2027 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
1001	5.00	_____	_____
	Autopsy Gross and Microscopic Examination without Brain/Central Nervous System Contract Period: Option Year 1 POP Begin: 06-01-2027 POP End: 05-31-2028 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
1002	10.00	_____	_____
	Autopsy Gross and Microscopic Examination with Brain/Central Nervous System Contract Period: Option Year 1 POP Begin: 06-01-2027 POP End: 05-31-2028 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
1003	5.00	_____	_____
	Autopsy, Limited, Gross and Microscopic Examination, Regional (Pleural Cavity or Peritoneal Cavity, or Limited to Specified Organs) Contract Period: Option Year 1 POP Begin: 06-01-2027 POP End: 05-31-2028 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
1004	20.00	_____	_____
	Office of Decedent Affairs Administrative Fee Contract Period: Option Year 1 POP Begin: 06-01-2027 POP End: 05-31-2028 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
1005	20.00	_____	_____
	Transport Bay Area Mortuary (BAM), Round-Trip From and Back to VA Palo Alto		

	Contract Period: Option Year 1 POP Begin: 06-01-2027 POP End: 05-31-2028 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
1006	2.00 Necropsy (Autopsy) Limited to Specified Organs, Gross Examination Only Contract Period: Option Year 1 POP Begin: 06-01-2027 POP End: 05-31-2028 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	_____	_____
2001	5.00 Autopsy Gross and Microscopic Examination without Brain/Central Nervous System Contract Period: Option Year 2 POP Begin: 06-01-2028 POP End: 05-31-2029 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	_____	_____
2002	10.00 Autopsy Gross and Microscopic Examination with Brain/Central Nervous System Contract Period: Option Year 2 POP Begin: 06-01-2028 POP End: 05-31-2029 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	_____	_____
2003	5.00 Autopsy, Limited, Gross and Microscopic Examination, Regional (Pleural Cavity or Peritoneal Cavity, or Limited to Specified Organs) Contract Period: Option Year 2 POP Begin: 06-01-2028 POP End: 05-31-2029 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	_____	_____
2004	20.00 Office of Decedent Affairs Administrative Fee Contract Period: Option Year 2 POP Begin: 06-01-2028 POP End: 05-31-2029 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories	_____	_____

	PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
2005	20.00	_____	_____
	Transport Bay Area Mortuary (BAM), Round-Trip From and Back to VA Palo Alto Contract Period: Option Year 2 POP Begin: 06-01-2028 POP End: 05-31-2029 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
2006	2.00	_____	_____
	Necropsy (Autopsy) Limited to Specified Organs, Gross Examination Only Contract Period: Option Year 2 POP Begin: 06-01-2028 POP End: 05-31-2029 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
3001	5.00	_____	_____
	Autopsy Gross and Microscopic Examination without Brain/Central Nervous System Contract Period: Option Year 3 POP Begin: 06-01-2029 POP End: 05-31-2030 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
3002	10.00	_____	_____
	Autopsy Gross and Microscopic Examination with Brain/Central Nervous System Contract Period: Option Year 3 POP Begin: 06-01-2029 POP End: 05-31-2030 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
3003	5.00	_____	_____
	Autopsy, Limited, Gross and Microscopic Examination, Regional (Pleural Cavity or Peritoneal Cavity, or Limited to Specified Organs) Contract Period: Option Year 3 POP Begin: 06-01-2029 POP End: 05-31-2030 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		

3004	20.00	_____	_____
Office of Decedent Affairs Administrative Fee Contract Period: Option Year 3 POP Begin: 06-01-2029 POP End: 05-31-2030 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A			
3005	20.00	_____	_____
Transport Bay Area Mortuary (BAM), Round-Trip From and Back to VA Palo Alto Contract Period: Option Year 3 POP Begin: 06-01-2029 POP End: 05-31-2030 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A			
3006	2.00	_____	_____
Necropsy (Autopsy) Limited to Specified Organs, Gross Examination Only Contract Period: Option Year 3 POP Begin: 06-01-2029 POP End: 05-31-2030 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A			
4001	5.00	_____	_____
Autopsy Gross and Microscopic Examination without Brain/Central Nervous System Contract Period: Option Year 4 POP Begin: 06-01-2030 POP End: 05-31-2031 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A			
4002	10.00	_____	_____
Autopsy Gross and Microscopic Examination with Brain/Central Nervous System Contract Period: Option Year 4 POP Begin: 06-01-2030 POP End: 05-31-2031 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A			
4003	5.00	_____	_____
Autopsy, Limited, Gross and Microscopic Examination, Regional (Pleural Cavity or Peritoneal Cavity, or Limited to Specified Organs) Contract Period: Option Year 4			

	POP Begin: 06-01-2030 POP End: 05-31-2031 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A		
4004	20.00 Office of Decedent Affairs Administrative Fee Contract Period: Option Year 4 POP Begin: 06-01-2030 POP End: 05-31-2031 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	_____	_____
4005	20.00 Transport Bay Area Mortuary (BAM), Round-Trip From and Back to VA Palo Alto Contract Period: Option Year 4 POP Begin: 06-01-2030 POP End: 05-31-2031 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	_____	_____
4006	2.00 Necropsy (Autopsy) Limited to Specified Organs, Gross Examination Only Contract Period: Option Year 4 POP Begin: 06-01-2030 POP End: 05-31-2031 PRINCIPAL NAICS CODE: 621511 - Medical Laboratories PRODUCT/SERVICE CODE: Q515 - Medical - Pathology MANUFACTURER PART NUMBER (MPN): N/A	_____	_____
		GRAND TOTAL	_____

B.3 Performance Work Statement

Autopsy Services For VA Palo Alto Health Care System

1. **GENERAL:** This is a non-personnel services contract to provide Autopsy Services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1. Services Provided: The Contractor shall provide accredited Pathology Physician Services off-site for the Department of Veterans Affairs, Palo Alto Health Care System (hereinafter referred to as VAPAHCS) located at 3801 Miranda Avenue, Palo Alto, California 94304, to perform **anatomical autopsy services** in accordance with the specifications contained herein to beneficiaries of the VAMC. All physician(s) shall be board certified in Anatomic Pathology or Forensic Pathology by the American Board of Pathology or the American Osteopathic Board of Pathology and the autopsy must be performed at a facility with an autopsy suite and laboratory accredited by either the College of American Pathologists (CAP), the National Association of Medical Examiners (NAME) or an equivalent agency. All services provided by the Contractor shall meet or exceed all applicable standards of The Joint Commission (TJC).

1.2. Place of Performance: Services shall be provided within 50 miles of VAPAHCS off site at the Contractor's location.

1.3. Period of Performance: This contract is for a base year plus four (4) option years.

1.4. Authority: Title 38 United States Code (U.S.C.) § 8153 – Sharing of Health Care Resources (HCR).

1.5. Policy/Handbooks: The Contractor shall be subject to the following policies, including any subsequent updates during the period of performance.

1.5.1 VA Directive 1663: Health Care Resources Contracting- Buying-

http://www1.va.gov/vapubs/viewPublication.asp?Pub_ID=347

1.5.2 VHA Handbook 1100.17: National Practitioner Data Bank Reports-
http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2135

1.5.3 VHA Handbook 1100.18: Reporting and Responding To State Licensing Boards

http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1364

1.5.4 VHA Handbook 1400.05: Disbursement Agreements Procedures

http://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=1769

1.5.5 VHA Directive 1907.01: Health Information Management and Health Records-

https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=9235

1.5.6 Privacy Act of 1974 (5 U.S.C. § 552a) as amended

http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm

1.6 Definitions/Acronyms: Terms used in this contract shall be interpreted as follows unless the context expressly requires a different construction and/or interpretation. In case of a conflict in language between the definitions and other sections of this contract, the language in this section shall govern.

1.6.1 ABP: American Board of Pathology

1.6.2 ACS: Administrative Contract Specialist. Contract Specialist who administers the contract.

1.6.3 AOD: Administrative Officer of the Day

1.6.4 CAP: College of American Pathologists

1.6.5 CDC: Centers for Disease Control and Prevention

1.6.6 CDR: Contract Discrepancy Report

1.6.7 CEU: Certified Education Unit

1.6.8 CLIA: Clinical Laboratory Improvement Amendments

1.6.9 CME: Continuing Medical Education

1.6.10 CMS: Centers for Medicare and Medicaid Services

1.6.11 CO: Contracting Officer. The person executing this contract on behalf of the Government with the authority to enter into and administer contracts and make related determinations and findings.

1.6.12 COR: Contracting Officer Representative. A person appointed by the CO to take necessary action to ensure the Contractor performs in accordance with and adheres to the specifications contained in the contract and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.

1.6.13 Contractor: a person or entity that enters into a contract. Includes contract physician(s).

1.6.14 COS: Chief of Staff

1.6.15 CPARS: Contractor Performance Assessment Reporting System

1.6.16 CS or ACS: Administrative Contract Specialist. Contract Specialist who administers the contract.

1.6.17 FAD: Final Anatomic Diagnosis.

1.6.18 FAR: Federal Acquisitions Regulations.

1.6.19 FSMB: Federation of State Medical Boards

1.6.20 HHS: Department of Health and Human Services

1.6.21 HICPAC: Healthcare Infection Control Practices Advisory Committee

1.6.22 HIPAA: Health Insurance Portability and Accountability Act

1.6.23 ISO: Information Security Officer

1.6.24 MOD: Medical Officer of the Day

1.6.25 NAME: National Association of Medical Examiners

1.6.26 NPI: National Provider Identifier is a standard, unique ten (10) digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-

standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers).

1.6.27 NPPES: National Plan and Provider Enumeration System

1.6.28 PAD: Provisional Anatomic Diagnosis

1.6.29 POP: Period of Performance

1.6.30 PWS: Performance Work Statement

1.6.31 QASP: Quality Assurance Surveillance Plan

1.6.32 ROI: Release of Information

1.6.33 TJC: The Joint Commission

1.6.34 VA: Department of Veterans Affairs

1.6.35 VAMC: Veteran's Affairs Medical Center. Unless identified with the name of a different VAMC, for purposes of this contract, this term shall mean the VAPAHCS.

1.6.36 VAPAHCS: Veterans Affairs Palo Alto Health Care System

1.6.37 VHA Veterans Health Administration. The central office for administration of the VAMC throughout the United States. The VHA is located in Washington, D.C.

1.6.38 VISN: Veterans Integrated Services Network. The regional oversight for the VAMC.

2. SCOPE:

2.1 Contractor shall be responsible for providing either a partial or full autopsy (as indicated on the Authorization for Autopsy form), including standard gross and microscopic samplings, photography, neuropathology and toxicology on cadavers prepared for transportation to the Contractor's facility. Cadavers shall be transported from the VAMC location or VAMC contracted facility to the Contractor's location by the Contractor.

2.1 1 Contractor shall not accept a cadaver without copies of appropriate medical records prepared by the VAMC and a signed, legal and complete autopsy permit. The VA shall deliver the cadaver to the Contractor's location. Upon receipt at the Contractor's location, the cadaver shall be logged in. The medical records shall be kept with the cadaver. When the body is removed, the medical records shall be provided to the physician(s) performing the autopsy. Following the autopsy, the medical records shall be locked in a secured location for review. Upon the physician(s) completion of the medical records review, the physician(s) shall submit the medical records to the contractor's Records Supervisor or designee who will shred the documents.

2.1 2 Prior to the VA making arrangements for the cadaver transportation from the VAMC or VAMC contracted facility location to the contractor's facility, a primary investigator from the VA shall contact the Contractor to discuss the need for the autopsy and/or any restrictions/limitations placed on the autopsy.

2.2 Special Registry autopsies:

2.2.1 The P&LMS physician staff at the VAMC shall determine if special registry protocols apply and shall verify that additional consent has been obtained to approve the inclusion of the autopsy in a special registry for research purposes and shall communicate this information to Contractor.

2.2.2 Special registry autopsy protocols apply to any of the following:

2.2.2.1 Former Prisoners of War (POW)

2.2.2.2 Agent Orange/Vietnam Service (AGO)

2.2.2.3 Kuwait/Persian Gulf War Service 1990-1991 (KUW)

2.2.2.4 Operation Iraqi Freedom/Iraq Service 2003-2011 (IRQ)

2.2.2.5 Operation Enduring Freedom/Afghanistan Service 2001-Present (AFG)

2.2.3 Special registry autopsy protocols include the following: Additional wet tissue (in addition to tissue collected, examined and reported in the customary manner for the autopsy by the contracting facility) must be collected and placed in formalin, including:

2.2.3.1 The intact brain and spinal cord

2.2.3.2 Peripheral nerve (e.g., sciatic), skeletal muscle (e.g., psoas), and dorsal root ganglia (may be harvested with adjacent psoas muscle)

2.2.3.3 Specimens from the Testes, Prostate, Bladder and Kidneys:

2.2.3.4 Half of each testis

2.2.3.5 Material from the prostate should include the capsule and the urethra. The sample should include as much of the gland as is practical and any focal lesions.

2.2.3.6 Sections from the bladder should include any obvious lesions. If there is none, the sample should include the trigone.

2.2.3.7 Sections from the kidney should include cortex and pelvis

2.2.3.8 Lung sections: should include: one peripheral section from each lobe, preferably after one lung is inflated. It is helpful to record postmortem lung weights and to sample any palpable or visible focal lesions; this includes those of the parietal pleura and diaphragm. At least one section should include a medium sized bronchus, and one a mediastinal lymph node.

2.2.4 The contractor shall ensure that all additional wet tissue along with a duplicate set of slides and blocks used for the autopsy, and a copy of the autopsy report from the contracted facility shall be submitted to the Laboratory Director or Designee at VAPAHCS for submission to the Joint Pathology Center (JPC). The additional tissue and duplicate set of slides and blocks used for the autopsy must be submitted as soon as possible by via FedEx, UPS, or courier but no later than ten (10) business days after completion of the final report and/or conference presentation, if applicable.

2.2.5 Physician(s) shall provide the VAMC with preliminary anatomical diagnosis within three (3) business days for a partial autopsy. A full autopsy report shall be provided within sixty (60) business days. Copies of these reports which shall include the Final Anatomical Diagnosis (FAD) shall be faxed to (650) 496-2574 addressed to the VAPAHCS Laboratory Director as soon as they are available. Originals shall be mailed to the VAMC at: Chief, Pathology & Laboratory Medicine Service (P&LMS) (113), 3801 Miranda Avenue, Room E4-332, California, 94304. Any mailed documents shall be trackable by a tracking number system.

2.2.6 Following completion of an autopsy, the contractor shall contact VAPAHCS' Decedent Affairs Office at (650) 858-3980 regarding instructions for the disposition of the cadavers and Corresponding transportation arrangements. The after-hours contact and phone number are the same.

2.2.7 Upon mutual agreement of both the VAMC and the Contractor, the Contractor shall present Autopsy findings at clinical conferences provided with at least ten (10) calendar days of advance notice by the VAMC.

1.2.8 A Clinicopathological correlation will be included in all reports.

3. QUALIFICATIONS

3.1 Staff/Facility:

3.1.1 License: Physician(s) assigned by the Contractor to perform the services covered by this contract shall have a current license to practice medicine in any State, Territory, or Commonwealth of the United States or the District of Columbia. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. Physician(s) who have current, full and unrestricted licenses in one or more states, but who have, or ever had, a license restricted, suspended, revoked, voluntarily revoked, voluntarily surrendered pending action or denied upon application will not be considered for the purposes of this contract.

3.1.2 Board Certification: All physician(s) shall be:

3.1.2.1 American Board of Pathology board certified/board eligible in Anatomic Pathology, Anatomic & Clinical Pathology or Forensic Pathology, or

3.1.2.2 American Osteopathic Board of Pathology certified in Anatomic Pathology or Forensic Pathology

All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VAMC COR upon request.

3.1.3 Technical Proficiency: Physician(s) shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently. Contractor shall provide documents upon request of the CO to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all physician(s).

3.1.4 Continuing Medical Education (CME)/ Certified Education Unit (CEU) Requirements: Contractor shall provide the COR copies of current CMEs as required or requested by the VAMC. Physician(s) registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current.

3.1.5 National Provider Identifier (NPI): NPI is a standard, unique ten (10) digit numeric identifier required by HIPAA. The VHA must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall have or obtain appropriate NPI and if pertinent the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES) and provide these to the CO with the proposal.

3.1.6 Conflict of Interest: The Contractor and all physician(s) shall identify and communicate to the CO and COR conflicts of interest that exist at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a

statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest (Jan 2008) and fully outlined in response to the subject attachment in Section D of the solicitation document.

3.1.7 Citizenship Related Requirements:

3.1.7.1 The Contractor certifies that the physician(s) shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to VAMC.

3.1.7.2 While performing services for the VAMC, the Contractor shall not knowingly employ or contract with an illegal alien; foreign national non-immigrant who is in violation of their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor shall comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments.

3.1.7.3 If the Contractor fails to comply with any requirements outlined in the preceding paragraphs, the VAMC may, at its discretion, require that foreign nationals who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, stop performing services under this contract. Failure to comply with paragraph 2.1.10. and its subparagraphs shall form the basis for termination of this contract breach.

3.1.7.4 This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

3.1.8 Annual Office of Inspector General (OIG) Statement: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the HHS Office of Inspector General (OIG) has established a list of parties and entities excluded from Federal health care programs. Specifically, the listed parties and entities may not receive Federal Health Care program payments due to fraud and/or abuse of the Medicare and Medicaid programs.

3.1.8.1 Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at http://oig.hhs.gov/exclusions/index.asp and shall not provide physician(s) named on that list. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the

person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor that employs or enters into contracts with excluded individuals to provide items or services to Federal program beneficiaries.

3.1.8.2 By submitting their proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractor and its proposed contract physician(s) are not listed as of the date the offer/bid was signed.

4. HOURS OF OPERATION

4.1 VAMC Business Hours: The normal business hours for the VAMC are 0730 to 1600 Monday through Friday excluding federal holidays.

4.2 Federal Holidays: The following holidays are observed by the VHA:

- New Year's Day
- Martin Luther King, Jr. Birthday
- Washington's Birthday
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any day specifically declared by the President of the United States to be a national holiday.

5. CONTRACTOR RESPONSIBILITIES

5.1 Clinical Personnel Required: The Contractor shall provide physician(s) who are competent, qualified per this PWS and adequately trained to perform assigned duties.

5.1.1 Contractor shall ensure that only qualified, licensed, board certified pathologists provide the final written diagnosis for gross and microscopic post-mortem examination findings. If a resident/fellow signs the autopsy report, a licensed pathologist who meets the identified criteria shall countersign it. (see 3.1.2 for board certification requirements)

5.1.2 The Contractor shall ensure that the physician(s) close all autopsy cases within the timeframe defined in section 2.1.1.3. The COR shall be responsible for verifying contract compliance. After contract award, any incidents of Contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the CO.

5.1.3 All sections of the autopsy report shall be finalized before the autopsy can be closed. This includes when the brain is included as part of the autopsy at the contractor's facility, but does not apply when the brain is sent to VAPAHCS for submission to the JPC.

5.1.4 Contractor shall provide adequate space for storage of all materials associated with the VAMC's autopsy cases. The storage locations shall be locked and dry.

5.1.5 Retention requirement shall follow VHA directive 1106.01 or subsequent successive directive, as stated below:

5.1.5.1 Accession log records (paper or electronic): retain for 2 years after the Final Anatomic Diagnosis (FAD).
5.1.5.2 Autopsy consent: The longer of institutional medical record retention policy or 10 years after the FAD.
5.1.5.3 Wet tissue (refers to small portions of organs that are saved in a small container. There is no requirement for retention of whole or large portions of organs): 3 months after the FAD.
5.1.5.4 Paraffin blocks: 10 years after the FAD.
5.1.5.5 Glass slides: 25 years after the FAD.
5.1.5.6 Reports (Provisional, Final, Modified): 25 years after the last report issued.
5.1.5.7 Contractors shall pull materials from storage, when necessary, for additional sectioning/review for any clinically appropriate purpose, including but not limited to, quality assurance review and teaching purposes.

5.2 Standards of Care: The physician(s) care shall cover the range of Pathology Services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by:

5.2.1 VA Standards: VHA Directive 2006-041 “Veterans’ Health Care Service Standards” (expired but still in effect pending revision) https://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1443

5.2.2 The professional standards of The Joint Commission (TJC) http://www.jointcommission.org/standards_information/hap_requirements.aspx

5.2.3 The standards of the American Hospital Association (AHA) http://www.hpoe.org/resources?show=100&type=8 and;

5.2.4 The requirements contained in this PWS.

5.3 MEDICAL RECORDS

5.3.1 Authorities: Physician(s) providing healthcare services to the VAMC patients shall be considered as part of the Department Healthcare Activity. Contractor shall ensure its physician(s) comply with the 47 U.S.C. § 551(a) (Protection of Subscriber Privacy), 38 U.S.C. § 5701 (Confidential Nature of Claims), 5U.S.C. § 552 (Freedom of Information Act), 38 U.S.C. § 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. § 7332 (Confidentiality of Certain Medical Records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162 and 164 (HIPAA).

5.3.2 HIPAA: This contract and its requirements meet exception in 45 CFR 164.502(e), and does not require a Business Associate Agreement (BAA). Treatment and administrative patient records generated by this contract or provided to the Contractors by the VAMC are covered by the VA system of records entitled ‘Patient Medical Records-VA’ (24VA19). Contractor generated VA patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services that are in its possession are available for immediate transmission when requested by the VA. Records identified for review, audit, or

evaluation by VA representatives and authorized federal and state officials, shall be accessed on-site during normal business hours or mailed by the Contractor at their expense. Contractor shall deliver all final patient records, correspondence, and notes to the VA within twenty-one (21) calendar days after the contract expiration date.

5.3.3 Disclosure: Physician(s) may have access to patient medical records; however, the Contractor shall obtain permission from the VAMC before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor, or its designated representatives, and designated representatives of federal regulatory agencies having jurisdiction over Contractor, may have access to the VAMC records, at the place of business on request during normal business hours, to inspect and review and make copies of such records. The VAMC will provide the Contractor with a copy of VHA Directive 1907.1, VHA Health Information Management and Health Records and VHA Directive 1605.01, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations listed in paragraph 4.4.1 apply to the Contractor.

5.3.4 Professional Standards for Documenting Care: Contractor shall ensure that medical care is provided under this contract is appropriately documented in medical records in accordance with standard commercial practice and in accordance with guidelines established by VHA Directive 1907.01 *Health Information Management and Health Records*: https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=9235, as well as all guidelines provided by the VAMC.

5.3.5 Release of Information: The VAMC shall maintain control of releasing any patient medical information and will follow policies and standards as defined, but not limited to Privacy Act requirements.

5.3.6 Contractor will have no National Security or Public Trust duties at any time during the contract terms. Contractor's Position Designation shall be Non-Sensitive Low Risk Tier 1.

5.3.7 Direct Patient Care: 100 % of the time involved in direct patient care.

5.3.7.1 Contractor shall ensure that autopsy equipment is maintained in good working order and in accordance with manufacturer's specifications.

5.4 PERFORMANCE STANDARDS, QUALITY ASSURANCE (QA) AND QUALITY IMPROVEMENT(QI)

5.4.1 Quality Management/Quality Assurance Surveillance: Contractor personnel shall be subject to Quality Management measures. Contractor performance shall be monitored by the government using the standards as outlined in this PWS and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted. A Quality Assurance Plan (QAP) from the Contractor is required. The QAP shall describe the strategy and methods the Contractor will deploy to ensure that the items identified in the QASP are met.

5.4.2 Complaints: The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints.

In the event that the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such Contractor personnel involved in the complaint. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

5.4.3 Performance Standards:

5.4.3.1 Measure: Timeliness of Autopsy Reports

Performance Requirement: Exams read in timely fashion, interpretation signed and faxed to VAMC Pathology & Laboratory Service.

Standard: Preliminary autopsy diagnosis must be read within 3 business days of exam completion. Final autopsy diagnosis must be provided within 60 business days of exam completion.

Acceptable Quality Level: 90% of above standard read during the month.

Surveillance Method: Direct Observation and Validated User/Customer Complaints

Frequency: Monthly, in each month that an autopsy is performed.

Incentive: Positive Evaluation of Contractor's Performance

Disincentive: Unfavorable Evaluation of Contractor's Performance and a Letter of Concerns shall be issued to the Contractor.

5.4.3.2 Measure: Maintains Patient Privacy Confidentiality/Adheres to all HIPPA requirements

Performance Requirement: Compliance with HIPAA, Privacy and Confidentiality laws.

Standard: Zero breaches of privacy and/or HIPAA requirements.

Acceptable Quality Level: 100% compliance of standard, no deviations.

Surveillance Method: Validated User/Customer Complaints

Frequency: Quarterly

Incentive: Positive Evaluation of Contractor's Performance

Disincentive: Unfavorable Evaluation of Contractor's Performance. Removal from contract.

5.4.3.3 Measure: Maintains Appropriate Qualifications and licensure/certifications requirements

Performance Requirement: All physician(s) shall be board certified in accordance with section 3.1 of this contract and perform within their individual scopes of

practice/privileging.

Standard: Mandatory prior to performance of duties.

Acceptable Quality Level: 100% compliance of standard, no deviations.

Surveillance Method: Periodic Sampling

Frequency: Yearly

Incentive: Positive Evaluation of Contractor's Performance

Disincentive: Unfavorable Evaluation of Contractor's performance. Removal from contract.

6. GOVERNMENT RESPONSIBILITIES

6.1 Contract Administration/Performance Monitoring: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to: ACS and the COR.

6.1.1 CO Responsibilities:

6.1.1.1 The CO and ACS are the only people authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the ACS on all matters pertaining to contract administration. Only the CO or ACS is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.

6.1.1.2 The ACS shall resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the ACS without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

6.1.1.3 In the event that contracted services do not meet quality and/or safety expectations, the best remedy will be implemented, to include but not limited to a targeted and time limited performance improvement plan; increased monitoring of the contracted services; consultation or training for Contractor personnel to be provided by the VA; replacement of the contract personnel and/or renegotiation of the contract terms or termination of the contract.

6.1.2 COR Responsibilities:

6.1.2.1 The COR shall be the VA official responsible for verifying contract compliance.

6.1.2.2 The COR will be responsible for monitoring the Contractor's performance against the contract requirements.

6.1.2.3 The COR shall establish and maintain a record keeping system that will record work performed by the Contractor physician(s).

6.1.2.4 The COR will review and certify monthly invoices for payment. If in the event the Contractor fails to provide the services in this contract; payments will be adjusted to compensate the Government for the difference.

6.1.3 VAMC Responsibilities:

6.1.3.1 VAMC location or VAMC contracted facility shall place the cadaver in sealed body bags and shall mark the outside of the bag with the information, if applicable, pertaining to the possibility of infectious disease (HIV, TB, HEP-C). Cadavers shall be accompanied by autopsy consent, full identification and medical records.

6.1.3.2 VAMC shall provide the Contractor with the name and address of the funeral home that shall receive the deceased.

6.1.3.3 VAMC shall provide the Contractor with completed autopsy request form “OP 113-002 VAMC Authorization for Autopsy” prior to the Contractor being notified of a pending autopsy request. A copy of the beneficiary’s medical record along with the death summary shall be furnished to Contractor. With each referral case, a VAMC physician shall be the primary contact for Contractor. Telephone numbers and pager numbers will be furnished with each case. The P&LMS administration may also be contacted for any additional concerns.

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2
https://www.va.gov/oal/library/vaar/

(End of Clause)

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 (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED(DEVIATION)	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS(DEVIATION)	NOV 2025
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES(DEVIATION)	OCT 2025 2
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION)	NOV 2025
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025

52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION)	NOV 2025
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-18	AVAILABILITY OF FUNDS	APR 1984
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(DEVIATION)	NOV 2025
52.244-6DEV	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2025
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL(DEVIATION)	FEB 2026
852.211-76	LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS	FEB 2023
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018

C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration.

(End of Clause)

C.3 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 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five (5) years.

(End of Clause)

C.4 52.222-90 Addressing DEI Discrimination by Federal Contractors.

As prescribed in 22.2203, insert the following clause:

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.5 52.240-93 BASIC SAFEGAURDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION) (NOV 2025)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements*.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Provision)

C.6 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (MAR 2026) (DEVIATION)

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

VA Information system is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

VA sensitive information means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General.* Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: https://vaww.va.gov/vapubs/index.cfm

(c) *Risk and Sensitivity Levels*. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract.

*VA Administrations, organizations and staff offices will use the OPM Position Designation Tool.

Positions/Tasks Designated as Non-Sensitive Positions - Tier 1/Low Risk
All positions fulfilling a task are Tier 1/Low Risk

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3

or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3: *Not applicable*

Tier 5: Not applicable.

(d) *Fitness*. The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract.

The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards*. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.
2. Upon completion of the Contractor/subcontractor employee's employment.
3. Upon contract completion or termination.

(f) *Lost/stolen.* Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) *Regular Reporting.* The Contractor shall submit a status report to PIV

Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name.
2. Name of VA facility where Contractor/subcontractor employee works, if applicable.
3. Date background check submitted for Contractor/subcontractor employee.
4. Date PIV/identification card issued to Contractor/subcontractor employee.
5. Contractor/subcontractor employee's PIV/identification card number, as applicable.
6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.
7. Date Contractor notified VA that PIV/identification card is no longer required.
8. Date Contractor returned PIV/identification card was returned to VA.

(h) *Flow down of clause.* The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors, third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of Clause)

C.7 VAAR 852.219-75 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)

C.8 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

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

(End of Clause)

C.9 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of Clause)

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: 1660_03_D_2021-09-16 Conflict of Interest.

SECTION E - SOLICITATION PROVISIONS

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

SUBMISSION INSTRUCTIONS

(a) General Instructions

(1) Electronic Submissions: Contractors must email their quote to **cynthia.diezel@va.gov.** Include the solicitation number in the Subject line. Any attachments must be readable using Microsoft Office or Adobe PDF. The size of the email is limited to 5 megabytes (MB) but multiple emails are allowable. Quotes must be submitted electronically and will not be accepted through fax or postal mail.

(2) Follow the quote preparation instructions as given in the solicitation and prepare your response and supporting documents. Contractors must be registered in the System for Award Management (SAM) and have a Contractor's Unique Entity ID (SAM) number. All questions regarding this solicitation should be emailed to cynthia.diezel@va.gov as stated within the SF1449. Verbal inquiries or questions will not be addressed or accepted.

(3) All questions regarding this solicitation must be emailed to Cynthia.diezel@va.gov no later than **seven (7)** business days prior to the quote due date. Verbal inquiries or questions will not be addressed or accepted.

NOTE: For purposes of computer and administrative efficiencies, it is required that each "Volume" is its own pdf document: Volume One – Technical, Volume Two – Past Performance, Volume 3 – SDVOSB/VOSB credit and Volume 4 - Price. Email messages exceeding 5 MB may not be delivered. Please number all pages of the quote.

(b) Selection Process

(1) Evaluations will be conducted under the procedures of FAR Part 12.

(2) In accordance with FAR 12.202-1, the quotes will undergo a comparative evaluation to determine which vendor provides the best offer to the government in terms of technical capability and past performance, while also providing a competitive price. The Government reserves the right to consider quotes that offer more than the minimum in selecting the proposal that provides the best offer to the Government. Therefore, it is at the Governments discretion to consider other than the lowest priced offer for award.

(3) The Government intends to establish a contract without discussions with contractors. Consequently, Contractors are highly encouraged to offer their best technical and pricing quote in their initial submissions. However, the Government reserves the right to discuss submissions with any or all contractors submitting a technical and price quote, if it is determined advantageous to the Government to do so. This statement is not to be

construed to mean that the Government is obligated to conduct discussions. A Contractor may be eliminated from consideration for award without further discussions if its technical and/or pricing quote/information is not among those Contractors considered most advantageous to the Government.

(c) Quote Package Contents

(1) Standard Form (SF) 1449 shall be submitted fully completed. The contractor shall acknowledge all amendments to the solicitation that may be issued. Prospective Offerors are required to submit as part of their quote package:

(d) Factors to be considered for evaluation, describe in detail your organization's capabilities related to the four (4) factors:

Factor 1: EXPERIENCE/CANDIDATES

(1) Factor 1:

a. Experience: An offeror will be evaluated to the extent to which it provides the technical capability in or around the Palo Alto, California area.

1. Provide a chronological listing of previous locations and dates of employment providing services with experience to performing the required autopsy services.

2. Provide experience performing Autopsy Gross and Microscopic Examination without Brain/Central Nervous System autopsy services.

3. Provide experience performing Autopsy Gross and Microscopic Examination with Brain/Central Nervous System

4. Provide experience performing Autopsy, Limited, Gross and Microscopic Examination, Regional (Pleural Cavity or Peritoneal Cavity, or Limited to Specified Organs)

5. Provide experience performing Necropsy (Autopsy) Limited to Specified Organs, Gross Examination Only

6. Provide location of within 50 miles where services will be completed

b. Candidates/Staffing Plan: Identify a minimum of two (2) candidates meeting the qualifications of the Performance Work Statement (PWS). Candidates shall possess the following requirements:

1. Candidates shall be American Board of Pathology board certified/board eligible in Anatomic Pathology, Anatomic & Clinical Pathology or Forensic Pathology, or American Osteopathic Board of Pathology certified in Anatomic Pathology or Forensic Pathology

2. Provide proof that they are an employee of the company. If not an employee, the offeror must submit a signed letter of intent and date they'll be ready to perform on this contract.

Volume 2 - Past performance (Factor 2)

Offerors are encouraged to provide information relating to up to three contracts to demonstrate their past performance history. If submitting past performance information, this information must include, period of performance, dollar amount of contract, a description of the services provided, customer name, as well as a point of contact name and contact information. The Government may contact these references.

Additionally, Contractor Performance Assessment Reporting System (CPARS) will be reviewed to determine if vendor's previous work was recent (within the past 3 years) and relevant autopsy services (similar in size and for Boiler Plant Operator Staffing).

Past performance information will also be reviewed to determine the overall trend in the ratings of quality for previous contracts. Federal Awardee Performance and Integrity Information System (FAPIIS) will be reviewed to determine if the contractor has had any adverse actions associated with federal contracts and grant Per FAR 15.305(a)(2)(iv), "in the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance."

Volume 3 – SDVOSB/VOSB Status

This factor will be used to assess the Offeror's status as a service disabled veteran-owned small business (SDVOSB) or veteran-owned small business (VOSB) concern, or the Offeror's proposed use of eligible SDVOSB/VOSB concerns as subcontractors.

The Government will rate more favorable quotes that receive "credit". The Government will rate less favorable quotes that receive "no credit". To receive credit as an SDVOSB/VOSB concern, Offerors must:

a) provide a statement claiming credit as an SDVOSB/VOSB concern, as appropriate;

b) provide a statement certifying that the Offeror meets the size standard to be classified as a "small business" for the NAICS code assigned to this procurement;

c) provide the Offeror's full legal name as that name appears in the Offeror's registration in the U.S. Small Business Administration Veteran Small Business Certification () database; and

d) be registered and listed as "Verified" as an SDVOSB/VOSB concern in the Small Business Search database (available at https://veterans.certify.sba.gov/) on the date offers are due.

To receive credit for proposed use of eligible SDVOSB/VOSB subcontractor(s), the proposed subcontractor(s) must be registered and listed as "Verified" in the Small Business Search database (available at https://veterans.certify.sba.gov/) on the date offers are due and must meet the size standard to be classified as a "small business" for the NAICS code assigned to this procurement. To receive credit for proposed use of eligible SDVOSB/VOSB subcontractor(s), Offerors must submit the following information with their quote:

a) The Offeror must provide a statement claiming credit for use of an eligible SDVOSB/VOSB subcontractor;

b) The Offeror must provide the following information regarding its proposed SDVOSB/VOSB subcontractor(s):

i. the subcontractor's full legal name as that name appears in the subcontractor's registration in the VetCert database;

ii. a statement certifying that the proposed subcontractor(s) meets the size standard to be classified as a “small business” for the NAICS code assigned to this procurement;

iii. a narrative that describes the specific tasks each SDVOSB/VOSB subcontractor will perform;

iv. a statement of the estimated dollar value of the subcontract that will be awarded to each SDVOSB/VOSB subcontractor;

v. for each SDVOSB/VOSB subcontract claimed, the Offeror must provide a letter of intent signed by an authorized representative of the SDVOSB/VOSB subcontractor and signed by the Offeror committing the SDVOSB/VOSB subcontractor to perform the work described in (b)(iii) above and committing the Offeror to subcontract with the SDVOSB/VOSB concern to perform that work if the Offeror is awarded a contract under this procurement. The letter must specify the specific tasks the subcontractor will perform, the period of performance for the subcontract, and the approximate dollar value of the subcontract.

The information requested above is required for the Government to evaluate quotes for the SDVOSB/VOSB Status evaluation factor. General statements claiming that an Offeror will use eligible SDVOSB/VOSB subcontractors to perform work under this procurement that do not include the information required above are not acceptable.

FAILURE TO SUBMIT THE INFORMATION REQUIRED ABOVE, INCLUDING THE SMALL BUSINESS CERTIFICATIONS AND THE LETTER OF INTENT SIGNED BY BOTH PARTIES, MAY BE VIEWED BY THE GOVERNMENT AS EVIDENCE THAT THE OFFEROR SHOULD RECEIVE NO CREDIT WHEN EVALUATING QUOTES FOR THE SDVOSB/VOSB STATUS EVALUATION FACTOR.

Volume 4 – Price (Factor 3)

The pricing information will be stated within the Cost Price Schedule of the solicitation. This pricing will consist of the contractor’s overall price to provide these services.

The evaluation may consider the possibility that the option can be exercised at any time and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation may assume that the prices for any option exercised under FAR 52.217-8 may be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation may therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and should not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation should not obligate the Government to exercise any option under FAR 52.217-8.

(End of Provision)

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

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2
https://www.va.gov/oal/library/vaar/

(End of Provision)

FAR Number	Title	Date
52.212-1	INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES(DEVIATION)	Oct 2025
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS (DEVIATION)	NOV 2025
852.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST	OCT 2020
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE FEB 2023	

E.3 52.212-2 Evaluation—Commercial Products and Commercial Services.

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

The quotes will undergo a ***comparative evaluation*** to determine which vendor provides the best value to the government in terms of technical submission, past performance, while also providing a competitive price.

1. Technical Factors

EXPERIENCE/CANDIDATES

Sub-Factor 1: Experience

- The Government will review experience to assess capability to perform the required service. Experience providing similar staffing in the same geographic region will be considered more favorable.

Sub-Factor 2: Candidates

- See section 3 Qualifications of the PWS. Provide a minimum of two (2) candidate's resumes and all required license and certificates for each candidate. Candidates shall be American Board of Pathology board certified/board eligible in Anatomic Pathology, Anatomic & Clinical Pathology or Forensic Pathology, or American Osteopathic Board of Pathology certified in Anatomic Pathology or Forensic Pathology.

- Contractors that can provide proof that they are an employee of the company. Candidates shall possess experience indicated in paragraph 2.2; Technical Proficiency within the PWS. **Provide proof that they are an employee of the company. If not an employee, the offeror must submit a signed letter of intent and date they'll be ready to perform on this contract.**

2. **Past performance**

The government will consider the experience indicated to see how recent and relevant it is to the current requirement. Relevant is defined as similar in size and scope to this requirement. If the vendor is relying on a subcontractor, the Government will consider the experience of the subcontractor, but it will not be rated as relevant as that of a prime contractor. Experience that is considered highly relevant will be rated more favorably than less relevant experience. **Only contracts awarded within the past five (5) years will be considered.**

3. **SDVOSB/VOSB Status:** This factor will be used to assess the Offeror's status as a service disabled veteran-owned small business (SDVOSB) or veteran-owned small business (VOSB) concern, or the Offeror's proposed use of eligible SDVOSB/VOSB concerns as subcontractors. The Government will rate more favorable quotes that receive "credit". The Government will rate less favorable quotes that receive "no credit".

   Offerors claiming SD/VOSB status must complete clause 852.219-76, sign the certification and submit with quote to be considered for SD/VOSB status during evaluation.

4. **Price:**

   The quote should contain the vendor's best terms from a price standpoint. The Government will evaluate quotes for award purposes by adding the total price for all contract line items, including options, for a total price utilizing the line items at the beginning of this RFQ. Pricing shall be submitted error free. Do not change or add line items in the Price Schedule. Doing so may have your quote be deemed unresponsive and not considered for evaluation.

The evaluation may consider the possibility that the option can be exercised at any time and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation may assume that the prices for any option exercised under FAR 52.217-8 may be at the same rates as those in effect under the contract at the time the option is exercised. The evaluation may therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and should not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation should not obligate the Government to exercise any option under FAR 52.217-8.

(End of Provision)

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

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

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

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

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

Small business concern—

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

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

contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 621511.

(2) The small business size standard is $41.5 Million.

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

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

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

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

(c) *Representations*.

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

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

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

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

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

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

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

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

(d) *Notice*.

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

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

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

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

(End of Provision)

E.5 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

(c) *Covered telecommunications equipment or services representations*. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

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

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

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

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

(f) *Iran Representation and Certifications*.

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

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

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

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

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

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

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

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

(g) *Disclosure*.

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

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

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

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

manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

E.6 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter 8) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

(End of Addendum to 52.212-1)

VA Palo Alto Health Care System Autopsy Services