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

1. REQUISITION NO.	PAGE 1 OF 73

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C24826Q0341	06-02-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Rosetta Quinn	813-893-1814	07-01-2026 4:00pm EDT

9. ISSUED BY — CODE 36C248

Department of Veterans Affairs
Network Contracting Office 8 (NCO 8)

8875 Hidden River Pkwy Suite 525
Tampa FL 33637

10. THIS ACQUISITION IS

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

NAICS: 621111

SIZE STANDARD: $16 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
[ ] SEE SCHEDULE		[ ]	N/A

14. METHOD OF SOLICITATION: [X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE 673

Department of Veterans Affairs
James A. Haley Veterans Hospital (90C)
13000 Bruce B. Downs Blvd

Tampa FL 33612

16. ADMINISTERED BY — CODE 36C248

Department of Veterans Affairs
Network Contracting Office 8 (NCO 8)

8875 Hidden River Pkwy
Tampa FL 33637

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

TELEPHONE NO. — UEI: — EFT:

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

8a. PAYMENT WILL BE MADE BY — CODE

Department of Veterans Affairs
Financial Services Center

P.O. 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
	The contractor shall provide estimated on call / call-back coverage Intraoperative Neuromonitoring Services (IONM) to include an on-site IONM Technician also known as Neurodiagnostic Technician (onsite) and Board-Certified Neurologist (remote) oversight in support of the Department of Veterans Affairs, James A Haley Veterans Hospital (JAHVH), 13000 Bruce B. Downs Blvd, Tampa, FL 33612. Services should be provided in accordance with (IAW) the Performance Work Statement (PWS) and the terms and conditions listed herein. This contract will be awarded for a base of one (1) year with four (4) - one (1) year option periods. Reference pages six (6) through eight (8) for the Price Schedule. Reference pages nine (9) through 45 for the PWS. Please direct all questions concerning the Request for quotations (RFQ) and related documents to Rosetta Quinn at Rosetta.quinn@va.gov, no later than 4:00PM EST 06-09-2026. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.

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

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
		Rosetta Quinn 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: _____

Title:	
Address:	
Telephone:	
Facsimile:	
Email:	
Federal Taxpayer Identification Number:	
Unique Entity ID:	

b. GOVERNMENT: Contracting Officer 36C248
Rosetta Quinn
Department of Veterans Affairs
Network Contracting Office 8 (NCO 8)
Rosetta.quinn@va.gov
813- 893-1814

Contracting Officer Representative
Carol Ryan
Carol.ryan@va.gov
813- 972-2000 x6510

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

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests. Invoicing shall be in accordance with the requirements of The Department of Veterans Affairs (VA) Financial Services Center (VAFSC). The latest information shall be used for invoicing and payments and may change during the Period of Performance of this acquisition. Current Invoicing information is located at http://www.fsc.va.gov/einvoice.asp.

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

AMENDMENT NO	DATE

6. SECURE FAX - please review VA Handbook 6500 that requires the following statement on all fax cover sheets be included: This fax is intended only for the use of the person or office to which it is addressed and may contain information that is privileged, confidential, or protected by law. All others are hereby notified that the receipt of this fax does not waive any applicable privilege or exemption for disclosure and that any dissemination, distribution, or copying of this communication is prohibited. If you have received this fax in error, please notify this office immediately at the telephone number listed above.

7. CAUTION: Late submission, modification, and withdrawals: See Provision 52.212-1. Quotes are subject to all terms and conditions of this solicitation.

8. POST AWARD ORIENTATION: The Contracting Officer will schedule a post award orientation for contract orientation purposes as required by Federal Acquisition Regulation (FAR) 42.302, FAR Companion (FC) 42.3, and any local policies established by the Head of Contracting Activity (HCA).

B.2 PRICE SCHEDULE

The contractor shall furnish all personnel, equipment, and supplies to provide on-site complete Intraoperative Neuromonitoring services to include on call / callback coverage to eligible beneficiaries of Department of Veterans Affairs, James A. Haley Veterans Hospital (JAHVH), 13000 Bruce B. Downs Blvd., Tampa, FL 33612. The contractor's technologist (s) and physician (s) shall cover the range of complete IONM 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 American Association for Neurological Surgeons (AANS) and American Board of Registration of Electroencephalographic and Evoked Potential Technologists (ABRET).

The Contractor shall propose a minimum of two (2) key personnel to be credentialed and be available for scheduling to meet the requirements of the contract one (1) IONM Technologists and one (1) Neurophysiologist Physicians.

Contract type: Fixed Price, Indefinite Delivery Indefinite Quantity (IDIQ).

Place of Performance: IONM Technologist services must be provided onsite at James A, Haley Veteran Hospital located at 13000 Bruce B Down Blvd. Tampa, Florida 33612, and Neurophysiology Physician services must be provided remotely.

Period of Performance (POP): The anticipated contract period of performance is one (1) base period, and four (4) - one (1) year option periods to be exercised at the sole discretion of the Government based on the continual need for services.

Minimum and Maximum Quantity: This requirement includes a guaranteed minimum of $2,500.00 of services for the base and any exercised options. The maximum amount to be ordered for this contract for the base, and all option periods, if exercised by the Government, is $3,750,000.00. If the maximum aggregate amount of $3,750.000.00 is reached prior to the end date of the final period of performance, no further task orders will be issued on the contract.

Task Order/Ordering Procedures: A task order will be issued by NCO-8 Contracting Officers. Task Order will contain date of order, order number, line-item number (LIN), description, quantity, unit, performance schedule, accounting and appropriations data, and method of payment.

Estimated Quantities: The quantities or dollar threshold listed in the Price Schedule effective for the periods stated are estimates only and are not purchases by the resultant contract. Except as this contract otherwise provides, if VA's requirement does not result in orders in the quantities or dollar amount described that fact must not constitute the basis for equitable price adjustment.
Pricing Instruction: Line-Iten Numbers (LINs) for the base year and subsequent order option years include the following: estimate quantity, unit, quoted unit price, quoted total annual amount for each LIN, and the estimated grand total. The estimated quantity of cases reflects an as needed basis, and therefore cases may occur during normal clinic hours, evening, weekends or holidays, and is inclusive of 24/7 on call callback coverage.

LINE ITEM NUMBER	DESCRIPTION OF SUPPLIES/ SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
Base Year: 08/01/2026 – 07/31/2027					
0001	Complete IONM Services to include an on-site IONM Technologist and Board-Certified Neurologist remote oversight in accordance with (IAW) the Performance Work Statement (PWS). All-inclusive IONM Services (weekdays/weekends/holidays 24/7 on call/call-back coverage). Contract Period: Base POP Begin: 08-01-2026 POP End: 07-31-2027 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists) PRODUCT/SERVICE CODE: Q523 - Medical – Surgery	260.00	CS	_____	_____
ESTIMATED TOTAL BASE PERIOD:					
Option Period I: 08/01/2027 – 07/31/2028					
1001	Complete IONM Services to include an on-site IONM Technologist and Board-Certified Neurologist remote oversight in accordance with (IAW) the Performance Work Statement (PWS). All-inclusive IONM Services (weekdays/weekends/holidays 24/7 on call/call-back coverage). Contract Period: Option 1 POP Begin: 08-01-2027 POP End: 07-31-2028 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists) PRODUCT/SERVICE CODE: Q523 - Medical – Surgery	260.00	CS	_____	_____
ESTIMATED TOTAL OPTION PERIOD I:					
Option Period II: 08/01/2028 – 07/31/2029					
2001	Complete IONM Services to include an on-site IONM Technologist and Board-Certified Neurologist remote oversight in accordance with (IAW) the Performance Work Statement (PWS). All-inclusive IONM Services (weekdays/weekends/holidays 24/7 on call/call-back coverage).	260.00	CS	_____	_____

Contract Period: Option 2
POP Begin: 08-01-2028
POP End: 07-31-2029

PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)
PRODUCT/SERVICE CODE: Q523 - Medical – Surgery

ESTIMATED TOTAL OPTION PERIOD II:

Option Period III: 08/01/2029 – 07/31/2030

3001		260.00	CS	

Complete IONM Services to include an on-site IONM Technologist and Board-Certified Neurologist remote oversight in accordance with (IAW) the Performance Work Statement (PWS). All-inclusive IONM Services (weekdays/weekends/holidays 24/7 on call/call-back coverage).

Contract Period: Option 3
POP Begin: 08-01-2029
POP End: 07-31-2030

PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)
PRODUCT/SERVICE CODE: Q523 - Medical – Surgery

ESTIMATED TOTAL OPTION PERIOD III:

Option Period IV: 08/01/2030 – 07/31/2031

4001		260.00	CS	

Complete IONM Services to include an on-site IONM Technologist and Board-Certified Neurologist remote oversight in accordance with (IAW) the Performance Work Statement (PWS). All-inclusive IONM Services (weekdays/weekends/holidays 24/7 on call/call-back coverage).

Contract Period: Option 4
POP Begin: 08-01-2030
POP End: 07-31-2031

PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)
PRODUCT/SERVICE CODE: Q523 - Medical - Surgery

ESTMATED TOTAL OPTION PERIOD IV

ESTIMATED GRAND TOTAL _____

B.3 PERFORMANCE WORK STATEMENT

GENERAL:

1.1. Description of Services: The contractor shall provide on-call/callback coverage as needed on a case-by-case basis, 24 hours a day, seven (7) days a week including weekends and holidays, complete Intraoperative Neuromonitoring (IONM) services for patients under direct medical care within the operating room of Surgical Service. Department Veterans Affairs James A Haley Hospital (JAHVH) Center (hereinafter referred to as JAHVH). The IONM services shall include but are not limited to complex surgical procedures such as: Spine surgery, Neurosurgery, Vascular Surgery, Otolaryngology, Cardiac Surgery, Thoracic Surgery, Orthopedics, and if necessary, Interventional Neuroradiology. Required services shall include complete IONM services for real-time assessment of neural pathway function during surgery for early detection of emerging neurological injury, on-site Certified Technologist(s), Board Certified/Board Eligible Neurologist remote oversight, IONM System equipment and common supplies (needle electrodes, probes, ground pad, get electrodes, cortical screw electrodes) in support of the JAHVH.

1.2. Place of Performance: Contractor shall furnish on-site Certified Technologist(s) and, Board Certified/Board Eligible Neurologist remote services at the James A Haley Veterans Hospital (JAHVH) located at 13000 Bruce B. Downs Blvd, Tampa, Florida 33612.

1.3. Authority: Title 38 USC 8153, Health Care Resources (HCR) Sharing Authority, Federal Acquisition Regulation (FAR) Part 12 Acquisition of Commercial Products and Commercial Services in Combination with FAR Part 19 IAW FAR Overhaul 12.103.

1.4. Policy/Directives/Handbooks. The contractor shall be subject to the following policies, including any subsequent updates during the period of performance. The policies listed below can be accessed electronically at the following: VA Publications and VHA Publications

1.4.1. VA Directive 1663: Health Care Resources (HCR) Contracting – Buying Title 38 U.S.C. 8153
1.4.2. VHA Directive 1003.04: VHA Patient Advocacy
1.4.3. VHA Directive 1065: Productivity and Staffing Guidance for Specialty Provider Group Practice
1.4.4. VHA Directive 1088(1): Communicating Test Results to Providers and Patients
1.4.5. VHA Directive 1100.18: Reporting and Responding to State Licensing Boards
1.4.6. VHA Directive 1100.20: Credentialing of Health Care Providers
1.4.7. VHA Directive 1100.21: Privileging
1.4.8. VHA Directive 1192.01: Seasonal Influenza Vaccination Program for VHA Health Care Personnel
1.4.9. VHA Directive 1220(1): Facility Procedure Complexity Designation Requirements to Perform Invasive Procedures in Any Clinical Setting
1.4.10. VHA Directive 1605.01: Privacy and Release of Information
1.4.11. VHA Directive 1907.01: VHA Health Information Management and Health Records VHA Handbook 1100.17: National Practitioner Data Bank (NPDB) Reports
1.4.12. Privacy Act of 1974 (5 U.S.C. 552a) as amended: http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm

1.5. Acronyms/Definitions: 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.

1.5.1. ABRET: American Board of Registration of Electroencephalographic and Evoked Potential Technologist
1.5.2. ABNS: American Board of Neurological Surgery http://ww.abns.org/
1.5.3. ACGME: Accreditation Council for Graduate Medical Education
1.5.4. ACLS: Advanced Cardiac Life Support
1.5.5. ABPN: American Board of Psychiatry and Neurology https://abpn.org/
1.5.6. AJIC: American Journal for Infection Control
1.5.7. AOBNP: American Osteopathic Board Neurology and Psychiatry www.aobnp.org
1.5.8. AOD: Admitting Officer of the Day
1.5.9. AQL: Acceptable Quality Level
1.5.10. BAA: Business Associate Agreement
1.5.11. BBA: Balanced Budget Act
1.5.12. BLS: Basic Life Support
1.5.13. C&A: Certification and Accreditation
1.5.14. CCNE: Commission on Collegiate Nursing Education: www.aacn.nche.edu/accreditation
1.5.15. CDC: Centers for Disease Control and Prevention
1.5.16. CDR: Contract Discrepancy Report
1.5.17. CEU: Certified Education Unit
1.5.18. Clinical Privileging: Clinical Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care services within the scope of the individual's license, based upon the individual's clinical competence as determined by peer references, professional experience, health status, education, training and licensure. Clinical privileges must be facility- specific and provider-specific, and within available resources.
1.5.19. CME: Continuing Medical Education
1.5.20. CMS: Centers for Medicare and Medicaid Services
1.5.21. CN: Clinical Neurophysiology
1.5.22. 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.
1.5.23. COR: Contracting Officer's 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.
1.5.24. COS: Chief of Staff
1.5.25. COTR: Contracting Officer Technical Representative
1.5.26. CPARS: Contractor Performance Assessment Reporting System
1.5.27. Credentialing: Credentialing is the process of obtaining, verifying, and assessing the qualifications of a health care provider to provide care or services in or for the VA health care system. Credentials are documented evidence of licensure, education, training, experience, or other qualifications.
1.5.28. DEA: Drug Enforcement Agency
1.5.29. ED: Emergency Department
1.5.30. EHR: Electronic Health Record - electronic health record system used by the VA
1.5.31. EPA: Environmental Protection Agency
1.5.32. FAPIIS: Federal Award Performance and Integrity Information System

1.5.33. FAR: Federal Acquisition Regulation
1.5.34. FDCC: Federal Desktop Core Configuration
1.5.35. FOIA: Freedom of Information Act
1.5.36. FISMA: Federal Information Security Management Act
1.5.37. FPPE: Focused Provider Practice Evaluation
1.5.38. FSMB: Federation of State Medical Boards
1.5.39. FTE: Full Time Equivalent: VA's standard definition is for full time working the equivalent of 80 hours every two weeks, 2080 hours per year. However, providers may propose using their standard FTE definition.
1.5.40. HCR: Health Care Resources
1.5.41. HHS: Department of Health and Human Services
1.5.42. HICPAC: Hospital Infection Practices Advisory Committee
1.5.43. HIPAA: Health Insurance Portability and Accountability Act
1.5.44. HR: Human Resources
1.5.45. IGRA: Interferon-gamma Release Assays
1.5.46. IONM: Intraoperative Neuromonitoring
1.5.47. ISO: Information Security Officer
1.5.48. IT: Information Technology
1.5.49. JAHVH: James A Haley Veterans Hospital
1.5.50. Key Personnel: The individuals specified in this contract, who are essential to work performance
1.5.51. LIN: Line-Item Number
1.5.52. MEP: Motor Evoked Potential
1.5.53. MRI: Magnetic Resonance Imaging
1.5.54. Medical Emergency: A sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: Permanently placing a patient's health in jeopardy, causing other serious medical consequences, causing impairments to body functions, or causing serious or permanent dysfunction of any body-organ or part.
1.5.55. MOD: Medical Officer of the Day
1.5.56. NPI: National Provider Identifier: NPI is a standard, unique 10-digit numeric identifier required by HIPPA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers)
1.5.57. NLNAC: National League for Nursing Accrediting Commission. www.nlnac.org
1.5.58. Non-Contract Provider: any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
1.5.59. NP: Nurse Practitioner
1.5.60. NPPES: National Plan and Provider Enumeration System
1.5.61. NSO: National Surgery Office
1.5.62. OIG: Office of Inspector General
1.5.63. OPPE: Ongoing Professional Practice Evaluation
1.5.64. OR: Operating Room
1.5.65. PA: Physician Assistant
1.5.66. PIA: Privacy Impact Assessment
1.5.67. PII: Personally Identifiable Information
1.5.68. POP: Period of Performance
1.5.69. Privileging (Clinical Privileging): Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care services within the scope of the individual's license, based upon the individual's

clinical competence as determined by peer references, professional experience, health status, education, training and licensure. Clinical privileges must be facility-specific and provider-specific.

1.5.70. PPD: Purified Protein Derivative
1.5.71. PPIRS: Past Performance Information Retrieval System
1.5.72. PWS: Performance Work Statement
1.5.73. QA/QI: Quality Assurance/Quality Improvement
1.5.74. QM/PI: Quality Management/Performance Improvement
1.5.75. QASP: Quality Assurance Surveillance Plan
1.5.76. RFQ: Request for Quote
1.5.77. SCS: Specialty Care Services
1.5.78. SPI: Sensitive Personal Information
1.5.79. SSAC: Sole Source Affiliate Contract
1.5.80. SSEP: Somatosensory Evoked Potential
1.5.81. TJC: The Joint Commission
1.5.82. TST: Tuberculosis Skin Test
1.5.83. VA: Department of Veterans Affairs
1.5.84. VA-FSC: VA Financial Services Center
1.5.85. VAAR: VA Acquisition Regulation
1.5.86. VAMC: Veterans Administration Medical Center
1.5.87. VHA: Veterans' Health Administration
1.5.88. VISN: Veterans Integrated Services Network
1.5.89. Vista: Veterans Information Systems Technology Architecture
1.5.90. VetPro: is VHA's mandatory software platform to document the credentialing of VHA health care providers. This system facilitates completion of a uniform, accurate, and complete credentials file.

2. QUALIFICATIONS:

2.1. Staff/Facility

2.1.1. License: The Contractor's Neurophysiologist 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) when services are performed onsite on VA property.

All licenses held by the key personnel working on this contract shall be full and unrestricted licenses. Contractor's 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.

2.1.2. Board Certification: All Contractor's Neurophysiologist physician(s) must be Board Certified or Board eligible with the American Board of Psychiatry and Neurology (AMPN) or American Osteopathic Board Neurology and Psychiatry (AOBNP) and possess a certificate of Fellowship in Clinical Neurophysiology or equivalent/similar fellowship in Intraoperative Neuromonitoring. All Contractor's IONM Technologists must hold a certificate (be certified) of Neurophysiologic Intraoperative Monitoring (CNIM) from the American Board of Registration of Electroencephalographic and Evoked Potential Technologists (ABRET).

2.1.3. Credentialing and Privileging: Credentialing and privileging is to be done in accordance with the provisions of VHA Directive 1100.20 and VHA Directive 1100.21 referenced above. The Contractor is responsible for ensuring that proposed physician(s) possesses the requisite credentials enabling the granting of privileges. No services shall be provided by any Contractor's physician(s) and technologist prior to obtaining approval by the Facility Medical Executive Board and Medical Center Director.

2.1.3.1. If a Contractor's Neurophysiologist physician(s) and/or other contract provider(s) are not credentialed and privileged or has credentials/privileges suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the government.

2.1.4. The contractor shall maintain employee files on all technologist(s) and physicians and will provide copies of specific documentation to JAHVH. JAHVH shall notify the contractor of its requirements, if any, regarding computer access and other VA and JAHVH requirements specific to technologist(s) presence in the operating room and remote access of interpretating Physician.

2.1.4.1. If a Contractor's physician(s) and/or other contract provider(s) are not credentialed and privileged or has credentials/privileges suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the government.

2.1.5. Technical Proficiency: Contractor's Neurophysiologist physician(s) and IONM Technologist(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 from the CO/COR 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 Contractor's physician(s) and Contractor's physician(s) shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced technologist(s) herein) that govern medical staff behavior.

On-site IONM technologist(s) must be certified to provide intra-operative monitoring. The contractor shall ensure the technologist(s) assigned to perform in operating rooms possess knowledge of the effects of anesthesia and of various artifacts such as electrical interference from OR equipment, etc. to be able to assess their effects on the data collected during the surgical procedures. Technologist(s) must have knowledge of potential morbidity caused by the monitoring process itself, quality control systems, performance testing and the calibration of equipment. The contractor provides the equipment necessary to effectively communicate the intra-operative interpretation of data. The technologist(s) will provide recommendations based upon interpretation of monitoring results to the Attending Surgeon and operating room personnel.

Remote IONM certified Neurophysiologist physicians shall provide recommendations and interpretation of monitoring to the on-site technologist(s). The contractor shall ensure the physicians are certified in IONM and have completed the credentials process through the JAHVH credentialing office. Contractor shall provide the equipment necessary to effectively interpret the

intra-operative data communicated by the technologist(s). The physician shall communicate information that needs relayed to the Attending Surgeon through the Technologist(s).

2.1.6. 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. Contractor's physician(s) registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. Contractor shall report CME hours to the credential's office for tracking. These documents are required for both privileging and re-privileging. Failure to provide shall result in loss of privileges for contractor's Neurophysiologist physician(s) and IONM technologist(s).

2.1.7. Training (ACLS, BLS, EHR and VA MANDATORY): Contractor shall meet all VA educational requirements and mandatory course requirements defined herein; all training must be completed by the contractor's Neurophysiologist physician(s) and technologists as required by the VA. Other training may be required. VA will communicate any changes to the training requirement to the contractor.

Training	Frequency	Annual Hours
ACLS/BLS	Every two years	1.5
Active Threat Training	One time only	.50
Patient Abuse	Annually	.50
Patient Rights	Annually	.50
Patient Safety	Annually	.50
VA Privacy and Information Security Awareness and Rules of Behavior	Annually	.50
Medical Imaging (MIA) Fluoroscopy Radiation	Annually	.50
VHA Privacy and HIPAA Focused Training	Annually	.50
Suicide Prevention: Suicide Risk	Annually	.50

2.1.8. **STANDARD INFECTION CONTROL MEASURES (PPD, IMMUNIZATIONS, ETC.):** Contractor shall provide proof of the following for Neurophysiologist physician(s) and IONM technologists within five (5) calendar days after contract award and prior to the first duty shift to the COR and Contracting Officer. Tests shall be current within the past year.

2.1.8.1. TUBERCULOSIS TESTING: Contractor shall provide proof of a negative Tuberculosis Skin Test (TST) or interferon-gamma release assays (IGRA) for all Contractor's physicians and technologists upon hire in accordance with CDC guidance. (This is applicable to all health care workers). A negative chest radiographic report for active tuberculosis shall be provided in cases of positive TST or IGRA results.

2.1.8.2. MEASLES, MUMPS, & RUBELLA TESTING: Contractors shall provide proof of immunity for all Contractor physicians and technologists (This is applicable to all health care workers).

2.1.8.3. VARICELLA: Contractors shall provide proof of immunity for all Contractor physicians and technologists (This is applicable to all health care workers).

2.1.8.4. ACELLULAR PERTUSSIS: Contractors shall provide proof of one (1) dose of Tdap vaccination for all Contractor physicians and technologists (This is applicable to all health care workers).

2.1.8.5. INFLUENZA: Contractors shall provide proof that all Contractor physicians and technologists have received the annual Influenza vaccine unless it is contraindicated. If the Contractor physician(s) and technologist(s) as a medical contraindication to the vaccine, they shall be required to wear a mask during the Influenza season. (This is applicable to all health care workers).

2.1.8.6. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: Contractor shall provide evidence of completing and passing generic self-study blood-borne pathogen training for all Contractor's physicians and technologists (This is applicable to all health care workers); provide their own Hepatitis B vaccination series and hepatitis B surface antigen test results following the hepatitis B vaccination series; maintain an exposure determination and control plan; maintain required records; and ensure that proper follow-up evaluation is provided following an exposure incident.

2.1.8.7. The facility shall notify the Contractor of any significant communicable disease exposures as appropriate. Contractor shall adhere to current CDC/HICPAC Guideline for Infection Control in health care personnel (as published in American Journal for Infection Control- AJIC 1998; 26:289-354 http://www.cdc.gov/hicpac/pdf/InfectControl98.pdf) for disease control. Contractors shall provide follow-up documentation of clearance to return to the workplace prior to their return.

2.1.9. National Provider Identifier (NPI): NPI is a standard, unique 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). 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) be provided to the Contracting Officer with the quote.

2.1.10. DEA: Contractor shall provide copy of current DEA certificate.

2.1.11. Conflict of Interest: The Contractor and all Contractor's Neurophysiologist physician(s) and IONM technologist(s) are responsible for identifying and communicating with the CO and COR conflicts of interest at the time of quote and during the entirety of contract performance. At the time of quote, 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 or subcontractors 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 and fully outlined in response to the subject attachment in Section D of the solicitation document.

2.1.12. Citizenship related Requirements:

2.1.12.1. The Contractor certifies that the Contractor 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 Department of Veterans Affairs patient referrals;

2.1.12.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation 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 is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.

2.1.12.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national 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, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

2.1.12.4. 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.

2.1.12.5. The Contractor agrees to obtain a similar certification from its subcontractors. The certification shall be made as part of the offerors response to the RFQ using the subject attachment in Section D of the solicitation document.

2.1.13. Annual Office of Inspector General (OIG) Statement: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1977, the Department of Health and Human Services (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 payments due to fraud and/or abuse of the Medicare and Medicaid programs.

2.1.13.1. 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 to ensure that the proposed Contractor's Neurophysiologist physician(s) and IONM technologist(s) are not listed. 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 employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.

2.1.13.2. By submitting their quote, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors personnel are and/or firm is not listed as of the date the offer/bid was signed.

2.2. Clinical/Professional Performance: The qualifications of Contractor personnel are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Directive 1100.20 and VHA Directive 1100.21. Clinical/Professional performance monitoring and review of all clinical personnel covered by this contract for quality purposes will be provided by the facility COS and/or the Chief of the Service or his designee. The national OPPE/FPPE performance form shall be used to evaluate each contracted physician's and technologist(s) performance on a recurring basis. A clinical COR may be appointed, however, only the CO is authorized to consider any contract modification request and/or make changes to the contract during the administration of the resultant contract.

2.3. Non-Personal Healthcare Services: The parties agree that the Contractor and all Contractor's physician(s) and technologist(s) shall not be considered VA employees for any purpose.

2.4. Indemnification: The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Contractor, its agents, or employees.

2.5. Prohibition against Self-Referral: Contractor's Neurophysiologist physicians and IONM technologist(s) are prohibited from referring VA patients to contractor's or their own practice(s).

2.6. Inherent Government Functions: Contractor and Contractor's Neurophysiologist physician(s) and IONM technologist(s) shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance

standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

2.7. No Employee status: The Contractor shall be responsible for protecting Contractor's Neurophysiologist physician(s) and technologist(s) furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:

2.7.1. Workers' compensation
2.7.2. Professional liability insurance
2.7.3. Health examinations
2.7.4. Income tax withholding, and
2.7.5. Social security payments.

2.8. Tort Liability: The Federal Tort Claims Act does not cover Contractor or contract provider(s). When a Contractor or contract provider (s)has been identified as a provider in a tort claim, the Contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a Contractor's (or contract physician(s) and technologist(s)) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

2.9. Key Personnel:

2.9.1. Contracted IONM technologist(s) provide services on-site.

2.9.2. Contracted Neurologist physician(s) and technologist(s) shall provide services remotely or on-site as determined by the requiring service.

2.9.3. The Contractor shall be responsible for providing coverage to the VA during periods of vacancies of the Contractor's personnel due to sick leave, personal leave, vacations and additional coverage as required. In the event a scheduled technologist or physician is unable to complete an assigned shift, the contractor shall provide replacement technologist or physician coverage within two (2) hours and notify the Contracting Office Representative (COR) immediately of the schedule change.

2.9.4. Personnel Substitutions: During the first 90 calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO, in writing, within five (5) calendar day(s) after the occurrence of any of these events and provide the information required below. After 90 days, the Contractor shall submit the information required below to the CO at least five (5) calendar days prior to making any permanent substitutions.

2.9.4.1. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within five (5) calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

2.9.4.2. For temporary substitutions where the key person shall not be reporting to work for three (3) consecutive workdays or more, the Contractor shall provide a qualified replacement for the key person. The substitute shall have comparable qualifications to the key person. Any period exceeding two (2) weeks will require the procedure as stated above.

2.9.4.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patients or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the VA COS or designee show documented clinical problems or continual unprofessional behavior/actions with any Contractor's Neurophysiologist physician(s), s/he may request, without cause, immediate replacement of said Neurophysiologist physician(s). The CO and COR shall deal with issues raised concerning Contractor's Neurophysiologist physician(s) and IONM Technologist(s) conduct. The final arbiter on questions of acceptability is the CO.

2.9.4.4. Contingency Plan: Because continuity of care is an essential part of the Facility's medical services, The Contractor shall have a contingency plan in place to be utilized if the Contractor's Neurophysiologist physician and/or technologist(s) leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

3. VA HOURS OF OPERATION/SCHEDULING

3.1. VA Business Hours: Services shall be available from the contractor 24 hours per day, seven (7) days per week, including weekends and federal holidays. The contractor must provide coverage for all required shifts, including weekends and holidays.

3.1.1. Patients must be seen by a contractor's technologist onsite at the JAHVH in a timely manner in accordance with VA Rules and Regulations on clinic wait times and consult completion and Neurophysiologist physician(s) must be available remotely. Contractor shall notify the COR at least monthly about any obstacles to meeting this performance measure.

3.1.1.1. On-call Contractor's physician(s) and technologist(s) must be available at all times for phone consultations with VA residents and physicians. On-call providers must be available within 15 minutes by phone and onsite within 60 minutes.

3.1.1.2. Patients will be evaluated as medically allowed before surgical procedure in order to assess the optimal neuromonitoring approach.

3.2. Federal Holidays: The following holidays are observed by the Department of Veterans Affairs:

- New Year's Day
- President's Day
- Martin Luther King's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas
- Any day specifically declared to be a national holiday.

3.3. Cancellations: Unless a state of emergency has been declared, the Contractor shall be responsible for providing services.

4. CONTRACTOR RESPONSIBILITIES

4.1. Clinical Personnel Required: The Contractor shall provide Contractor's Neurophysiologist physician(s) and IONM technologist(s) who are competent, qualified per this performance work statement and adequately trained to perform assigned duties. The contractor shall bear the expense of obtaining background investigations. If the investigation is conducted by the Office of Personnel Management (OPM), the contractor shall reimburse the VA within 30 days. The web site which provides information on the cost of the security investigation is: www.opm.gov/extra/investigate - Select Federal Investigations Notices (FIN 01-01).

4.1.1. Contractor's technologist(s) shall be responsible for signing in and out when in attendance. Time sheets will be used by the COR to confirm hours/day and services provided against the contractor's invoices.

4.2. Standards of Care: The Contractor's Neurophysiologist physician(s) and IONM technologist(s) care shall cover the range of Nephrology services as would be provided in a state-of-the-art civilian medical treatment facility and shall be of a quality that meets or exceeds community standards. Care shall be compliant with all related VHA kidney health policies, recognized TJC standards, and generally consistent with guidance available at:

4.2.1. American Association for Neurological Surgeons Guidelines: American Association of Neurological Surgeons (aans.org)

4.2.2. IONM Certifications: https://asnm.org/certification/

4.2.3. American Board of Neurophysiologic Monitoring: https://theabnm.org/

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

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

4.2.6. American Society of Electroneurodiagnostic Technologist

4.2.7. American Board of Registration of Electroencephalographic and Evoked Potential Technologist. (ABRET)

4.2.8. Va Standards: VHA Directive 2006-041 “Veterans’ Health Care Service Standards (expired but still in effect pending revision).

4.2.9. The requirements are contained in this PWS.

4.3. **MEDICAL RECORDS**

4.3.1. Authorities: Contractor’s Neurophysiologist physician(s) and IONM technologist(s) providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the 5 U.S.C.552a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 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).

4.3.2. HIPAA: This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a Business Associate Agreement (BAA) in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment of VA patients. Based on this exception, a BAA is not required for this contract. Health records generated by this contract or provided to the Contractors by the VA are covered by the VA Privacy Act system of records entitled ‘Patient Medical Records-VA’ (24VA10A7). 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 provided to VA patients are captured in the VA electronic health record system as required by VA policy as discussed in 4.4.4.

4.3.3. Disclosure: Contractor’s Neurophysiologist physician(s) and IONM technologist(s) may have access to patient medical records for the purpose of providing medical care and services to VA patients and performing services under the contract; however, Contractor shall obtain permission from the VA before disclosing any patient information outside VA. VA authorizes the Contractor to discuss patient health information for coordination of care with community health care providers in compliance with VA regulations, HIPAA and VHA Directive 1605.01, Privacy and Release of Information. The VA will provide the Contractor with a copy of VHA Directive 1907.01, Health Information Management and Health Records and VHA Directive 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.

4.3.4. Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by VHA Directive 1907.01 Health Information Management and Health Records and all guidelines provided by the VAMC.

4.3.5. Release of Information: The VA shall maintain control of releasing any copies of patient health information or health records and will follow policies and standards as defined but not limited to Privacy Act requirements. Contractor will not release or disclose copies of records and will refer all such requests to the Release of Information Department at the JAHVH facility were assigned.

4.4. Direct Patient Care: Estimated 99% of the time involved in direct patient care.

4.4.1. Per the qualification section of this Performance Work Statement (PWS), the Contractor shall provide the following staff:

4.4.1.1. The contractor shall provide complete Intraoperative Neuromonitoring services, equipment, labor (technical and professional), material and necessary supplies in support of JAHVH, Surgical Service, Primarily Spine and Neurosurgery. The primary purpose of IONM is the identification of intraoperative neural insults at a stage that allows intervention to eliminate or minimize resultant neural injury. To meet these objective evoked potentials are monitored constantly throughout a procedure with preservation or degradation of signals reflecting the state of the corresponding neural pathways. Alternatively, continuous data may be gathered using electroencephalography, electromyography, Sensory Evoked Potentials (SEPs), Electromyogram (EMG), Electroencephalography (EEG), Train of four (TO4), Triggered EMG (TEMG), Motor Evoked Potentials (MEP), Cranial Nerve EMG (CNEMG) to gain insight into the brain and nerves, respectively.

The IONM services must be able to cover complex surgical procedures such as: Spine surgery, Neurosurgery, Vascular Surgery, Otolaryngology, Cardiac Surgery, Thoracic Surgery, Orthopedics, and if necessary, Interventional Neuroradiology.

4.4.2. Scope of Care: A confirmation number with a patient specific identifier will be given when requested. The contractor agrees to be available to provide required services at any time with a minimum of 24-hour notice from JAHVH. The contractor shall be available (on-site technical and online professional services) to the best of their ability for all emergency cases as they arise. Because of the surgical complexities, the contractor shall have experience providing services to Veteran patients within a military, or VA medical center:

4.4.2.1. Medical and Surgical Care: Contractor's IONM technologist(s) shall provide clinical services and shall be present and on time for any scheduled surgery as documented by physical presence in the operating room at the scheduled start time.

- Log of communication between the IONM Technologist and Supervising Physician must be preserved and reviewable.
- All tracings/recordings performed during a procedure must be preserved and reviewable.
- Final report of the IONM, signed by IONM Technologist and Physician, will be included in the operative record within 48 hours of procedure completion.

4.4.2.1.1. Mechanisms must be in place to provide notification of test results for patients receiving care in accordance with VHA Directive 1088, Communicating Test Results to Providers and Patients.

4.4.3. **ADMINISTRATIVE:** Estimated 1% of time not involved in direct patient care.

4.4.3.1. QA/QI documentation: The Contractor's Neurophysiologist physician(s) and IONM technologist(s) must complete the appropriate QM/PI documentation pertaining to all procedures, complications and outcomes of examinations.

4.4.3.2. Patient Safety Compliance and Reporting: Contractor's Neurophysiologist physician(s) and IONM technologist(s) must follow all established patient safety and infection control standards of care. Contractor's Neurophysiologist physician(s) and IONM technologist(s) must make every effort to medication errors, falls, and patient injury caused by acts of commission or omission in the delivery of care. All events related to patient injury, medication errors, and other breeches of patient safety must be documented in the medical record of those impacted and disclosed to the patient or surrogate. As soon as practicable (but within 24 hours) Contractors must notify COR of incident and submit an entry in the VA Patient Safety Reporting System, following up with COR as required or requested.

4.5. **PERFORMANCE STANDARDS, QUALITY ASSURANCE (QA) AND QUALITY IMPROVEMENT(QI)**

4.5.1. Quality Management/Quality Assurance Surveillance: Contractor's Neurophysiologist physician(s) and IONM technologist(s) shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE). Contractor performance will be monitored by the government using the standards as outlined in this Performance Work Statement (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.

4.5.2. Patient Complaints: The CO will resolve complaints concerning Contractor relations with the Government employees or patients. The CO is final authority on validating complaints. If the Contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

4.5.3. The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patients or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Contractor's conduct. The final arbiter on questions of acceptability is the CO.

4.5.4. Performance Standards:

4.5.4.1. Measure: **Patient Access**

Performance Requirement: The Contractor shall provide Contractor's physician(s) and technologist(s) in accordance with the operating hours, and VA clinical schedule outlined in this Performance Work Statement (PWS)

Standard: All (100%) Contractor's physician(s) and technologist(s) are on time and available to perform services

Acceptable Quality Level: 100% of the Contractors provider(s) perform within their scope of practice/privileges 100% of the time.

Surveillance Method: Direct Observation

Frequency: Continuous

4.5.4.2. Measure: **Provider Quality Performance**

Performance Requirement: All Contractors provider(s) must perform in accordance with clinical standards and as specified in the PWS.

Standard: All (100%) Contractor's physician(s) must meet or exceed currently recognized national standards of the American Board of Neurological (AMBN), All Contractor's IONM technologist(s) must meet or exceed currently recognized national standards of the American Board of Registration of Electroencephalographic and Evoked Potential Technologists (ABRET).

Acceptable Quality Level: 100%

Surveillance Method: Direct Observation

Frequency: Annually

4.5.4.3. Measure: **Qualifications of Key Personnel**

Performance Requirement: All Contractors Neurophysiologist physician(s) shall be credentialed in accordance with the American Board of Neurological and hold a certificate with the American Board of Psychiatry & Neurology or American Osteopathic Board Neurology and Psychiatry. All Contractor's IONM technologist(s) must have a certified and have a certification in Neurophysiologic Intraoperative Monitoring (CNIM) by the American Board of registration of Electroencephalographic and Evoked Potential Technologist (ABRET).

Standard: All (100%) Contractor's physician(s) are Board Certified. Technologist(s) are ABRET certified.

Acceptable Quality Level: 100%

Surveillance Method: Random Inspection of Qualification Documents.

Frequency: Annually

4.5.4.4. Measure: **Scope of Practice/Privileging**

Performance Requirement: Contractor's physician(s) and technologist(s) perform within their individual scopes of practice/privileging.

Standard: All (100%) Contractor's physician(s) and technologist(s) perform within their scope of practice/privileges 100% of the time.

Acceptable Quality Level: 100% Contractor's physician(s) and technologist(s) perform within their scope of practice/privileges 100% of the time.

Surveillance Method: Direct Observation

Frequency: Continuous

4.5.4.5. Measure: **Patient Safety**

Performance Requirement: Patient safety incidents shall be reported using VA Patient Safety Reporting System. All incidents reported immediately (within 24 hours).

Standard: All (100%) of patient safety incidents are reported using VA Patient Safety Reporting System within 24 hours of incident.

Acceptable Quality Level: 100% of patient incidents are reported using Patient Safety Report within 24 hours of the in the incident. No acceptable deviation.

Surveillance Method: Direct

Observation Frequency: Continuous

4.5.4.6. Measure: **Maintains Licensing, Registration, and Certification**
Performance Requirement: Updated Licensing, registration and certification shall be provided as they are renewed. Licensing and registration information kept current.

Standard: All (100%) licensing, registration(s) and certification(s) for Contractor's Neurophysiologist physician(s) and technologist(s) shall be provided as they are renewed. Licensing and registration information kept current.

Acceptable Quality Level: 100% licensing, registration(s) and certification(s) for Contractor's physician(s) and technologist(s) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.

Surveillance Method: Periodic

Inspection Frequency: Annually

4.5.4.7. Measure: **Mandatory Training**

Performance Requirement: Contractor shall complete all required training on time per facility policy.

Standard: All (100%) of required training is completed on time by contract Neurophysiologist physician(s) and IONM technologist(s).

Acceptable Quality Level: 100% Compliance

Surveillance Method: Periodic Inspection

Frequency: Annually

4.5.4.8. Measure: **Privacy, Confidentiality and HIPAA**

Performance Requirement: Contractor is aware of all laws, regulations, policies and procedures relating to privacy, confidentially and HIPAA and complies with all standards Zero breaches of privacy or confidentiality.

Standard: All (100%) contractor physician(s) and technologist(s) comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA.

Acceptable Quality Level: 100% Compliance

Surveillance Method: Periodic Inspection or Random Sampling; Contractor shall provide evidence of annual training required by the facility, reports violations per VA Handbook 6500.6.

Frequency: Annually

4.5.5. Registration with Contractor Performance Assessment Reporting System

4.5.5.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed the Simplified Acquisition Threshold and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Sea Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information.

4.5.5.2. Each Contractor whose contract award is estimated to exceed the Simplified Acquisition Threshold requires a CPARS evaluation. A government Focal Point will register your contract within thirty days after contract award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at www.cpars.gov or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207- 438-1690.

4.5.5.3. For contracts with a period of one year or less, the contracting officer will perform a single evaluation when the contract is complete. For contracts exceeding one year, the contracting officer will evaluate the Contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the Contractor's designated representative for comment. The Contractor representative will have sixty (60) days to submit any comments and re-assign the report to the CO.

4.5.5.4. Failure for the Contractor's representative to respond to the evaluation within those sixty (60) days, will result in the Government's evaluation being placed on file in the database with a statement that the Contractor failed to respond; the Contractor's representative will be "locked out" of the evaluation and may no longer send comments.

5. GOVERNMENT RESPONSIBILITIES

5.1. Contractor Support Personnel, Services or Equipment: The contractor shall acquire, maintain and provide in good working order the dedicated equipment, technology and software required for the technologist(s) and physician(s) to provide Monitoring Services. The costs of repair and/or replacement of such equipment, technology or software will be the sole responsibility of the contractor. The contractor agrees to abide by JAHVH's policies and procedures regarding maintenance, use and safety of any clinical equipment utilized by technologists on-site at JAHVH.

Additionally, any equipment that the vendor brings onto VA property for the purposes of this contract will need to undergo a safety inspection by JAHVH VA Biomedical prior to being put into service. Biomedical will need to be contacted at least 24 hours in advance to arrange inspection.

JAHVH shall, at no cost to the contractor, provide all utilities and other services, including laundry, linen, janitorial services, and computer networking assistance, at JAHVH as shall be reasonably necessary for the contractor to perform the Monitoring Services

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

5.3.

5.3.1. CO RESPONSIBILITIES:

CO: Rosetta Quinn
Network Contracting Office (NCO) 8
813-893-1814
Rosetta.quinn@va.gov

5.3.1.1. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer 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.

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

5.3.1.3. 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.

5.3.2. COR RESPONSIBILITIES:

COR: Carol Ryan, Program Specialist
13000 Bruce B Downs Blvd
Tampa, FL 33612
813-972-2000 x106510
Carol.ryan@va.gov

5.3.2.1. The COR shall be the VA official 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 Contracting Officer.

5.3.2.2. The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled. Quality Improvement data that will be collected for ongoing monitoring includes but is not limited to: Entering data that may be collected.

5.3.2.3. The COR will maintain an electronic record-keeping system of services. The COR will review this data monthly when invoices are received and certify all invoices for payment by comparing the hours documented on the VA record-keeping system and those on the invoices. Any evidence of the Contractor's non-compliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

5.3.2.4. 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.

5.3.2.5. All contract administration functions will be retained by the VA.

6. SPECIAL CONTRACT REQUIREMENTS

6.1. Reports/Deliverables: The Contractor shall be responsible for complying with all reporting requirements established by the Contract. Contractor shall be responsible for assuring the accuracy and completeness of all reports and other documents as well as the timely submission of each. Contractor shall comply with contract requirements regarding the appropriate reporting formats, instructions, submission timetables, and technical assistance as required.

6.1.1. The following are brief descriptions of required documents that must be submitted by Contractor: upon award; weekly; monthly; quarterly'; annually, etc. identified throughout the PWS and is provided here as a guide for Contractor convenience. If an item is within the PWS and not listed here, the Contractor remains responsible for the delivery of the item.

What	Submit as noted	Submit To
Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff	Upon quote and upon renewal of licenses and upon renewal of option periods or change of key personnel	CO with quote; renewal submitted to VETPRO system
Certification that staff list has been compared to OIG list	Upon quote and upon new hires	CO
Proof of Indemnification and Medical Liability Insurance	Upon quote and upon renewals	CO
Certificates of Completion for Cyber Security and Patient Privacy Training Courses	Before receiving an account on VA Network and annual training and new hires.	CO
ACLS/BLS Certification	Upon quote and every two years after award	COR
Contingency plan for replacing key personnel to maintain services as required under the terms of the contract	Upon quote and as updated	COR

6.2. Billing:

6.2.1. Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than the five (5) workdays of the following month in which services were rendered. Subsequent changes or corrections shall be submitted by separate invoice. In addition to information required for submission of a "proper" invoice in accordance with FAR 52.212-4 (g), all invoices must include:

6.2.1.1. Name and Address of Contractor

6.2.1.2. Invoice Date and Invoice Number

6.2.1.3. Contract Number and Purchase/Task Order Number

6.2.1.4. Date of Service

6.2.1.5. Contractor's physician(s) and Technologist

6.2.1.6. This requirement being reimbursed on a per case basis.

6.3. Vendor Electronic Invoice Submission Methods: Invoices will be electronically submitted to the Tungsten website at https://www.tungstenautomation.com/. Tungsten Automation 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 Automation will confirm your Taxpayer ID Number with the VA-FSC. This process can take up to five (5) business days to

complete to ensure your invoice is automatically routed to your Certifying Official for approval and payment. 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 Automation to the VA-FSC should mirror the current submission of Invoice. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). Payment will only be made for actual services rendered. Payments shall be made monthly in arrears. The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements. The contractor shall be reimbursed upon receipt of a proper invoice. For additional information, please contact:

Tungsten Support

Phone: 1-877-489-6135

Website: https://www.tungstenautomation.com/

Department of Veterans Affairs Financial Service Center

https://www.fsc.va.gov/einvoice.asp

6.4. Payments in full/no billing VA beneficiaries: The Contractor shall accept payment for services rendered under this contract as payment in full. VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA does not pay for those services. This provision shall survive the termination or ending of the contract.

6.4.1. To the extent that the Veteran desires services which are not a VA benefit or covered under the terms of this contract, the Contractor must notify the Veteran that there will be a charge for such service and that the VA will not be responsible for payment.

6.4.2. The Contractor shall not bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against, any person or entity other than VA for services provided pursuant to this contract. It shall be considered fraudulent for the Contractor to bill other third-party insurance sources (including Medicare) for services rendered to Veteran enrollees under this contract

7. CONTRACTOR SECURITY REQUIREMENTS (HANDBOOK 6500.6)

VA INFORMATION AND INFORMATION SYSTEM SECURITY AND PRIVACY

1. GENERAL. This entire section applies to all acquisitions requiring any Information Security and Privacy language. Contractors, contractor personnel, subcontractors and subcontractor personnel will be subject to the same federal laws, regulations, standards, VA directives and handbooks, as VA personnel regarding information and information system security and privacy.

2. VA INFORMATION CUSTODIAL LANGUAGE. This entire section applies to all acquisitions requiring any Information Security and Privacy language.

a. The Government shall receive unlimited rights to data/intellectual property first produced and delivered in the performance of this contract or order (hereinafter "contract") unless expressly stated otherwise in this contract. This includes all rights to source code and all documentation created in support thereof. The

primary clause used to define Government and Contractor data rights is FAR 52.227-14 Rights in Data – General. The primary clause used to define computer software license (not data/intellectual property first produced under this contractor or order) is FAR 52.227-19, Commercial Computer Software License.

b. Information made available to the contractor by VA for the performance or administration of this contract will be used only for the purposes specified in the service agreement, SOW, PWS, PD, and/or contract. The contractor shall not use VA information in any other manner without prior written approval from a VA Contracting Officer (CO). The primary clause used to define Government and Contractor data rights is FAR 52.227-14 Rights in Data – General.

c. VA information will not be co-mingled with any other data on the contractor's information systems or media storage systems. The contractor shall ensure compliance with Federal and VA requirements related to data protection, data encryption, physical data segregation, logical data segregation, classification requirements and media sanitization.

d. VA reserves the right to conduct scheduled or unscheduled audits, assessments, or investigations of contractor Information Technology (IT) resources to ensure information security is compliant with Federal and VA requirements. The contractor shall provide all necessary access to records (including electronic and documentary materials related to the contracts and subcontracts) and support (including access to contractor and subcontractor staff associated with the contract) to VA, VA's Office Inspector General (OIG), and/or Government Accountability Office (GAO) staff during periodic control assessments, audits, or investigations.

e. The contractor may only use VA information within the terms of the contract and applicable Federal law, regulations, and VA policies. If new Federal information security laws, regulations or VA policies become applicable after execution of the contract, the parties agree to negotiate contract modification and adjustment necessary to implement the new laws, regulations, and/or policies.

f. The contractor shall not make copies of VA information except as specifically authorized and necessary to perform the terms of the contract. If copies are made for restoration purposes, after the restoration is complete, the copies shall be destroyed in accordance with VA Directive 6500, VA Cybersecurity Program and VA Information Security Knowledge Service.

g. If a Veterans Health Administration (VHA) contract is terminated for default or cause with a business associate, the related local Business Associate Agreement (BAA) shall also be terminated and actions taken in accordance with VHA Directive 1605.05, Business Associate Agreements. If there is an executed national BAA associated with the contract, VA will determine what actions are appropriate and notify the contactor.

h. The contractor shall store and transmit VA sensitive information in an encrypted form, using VA-approved encryption tools which are, at a minimum, Federal Information Processing Standards (FIPS) 140-2, Security Requirements for Cryptographic Modules (or its successor) validated and in conformance with VA Information Security Knowledge Service requirements. The contractor shall transmit VA sensitive information using VA approved Transport Layer Security (TLS) configured with FIPS based cipher suites in conformance with National

Institute of Standards and Technology (NIST) 800-52, Guidelines for the Selection, Configuration and Use of Transport Layer Security (TLS) Implementations.

i. The contractor's firewall and web services security controls, as applicable, shall meet or exceed VA's minimum requirements.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor may use and disclose VA information only in two situations: (i) in response to a qualifying order of a court of competent jurisdiction after notification to VA CO (ii) with written approval from the VA CO. The contractor shall refer all requests for demands for production of or inquiries about VA information and information systems to the VA CO for response.

k. Notwithstanding the provision above, the contractor shall not release VA records protected by Title 38 U.S.C. § 5705, Confidentiality of medical quality- assurance records and/or Title 38 U.S.C. § 7332, Confidentiality of certain medical records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse or infection with Human Immunodeficiency Virus (HIV). If the contractor is in receipt of a court order or other requests for the above-mentioned information, the contractor shall immediately refer such court order or other requests to the VA CO for response.

l. Information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract will be protected and secured in accordance with VA Directive 6500 and Identity and Access Management (IAM) Security processes specified in the VA Information Security Knowledge Service.

m. Any data destruction done on behalf of VA by a contractor shall be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management, VA Handbook 6300.1, Records Management Procedures, and applicable VA Records Control Schedules.

n. The contractor shall provide its plan for destruction of all VA data in its possession according to VA Directive 6500 and NIST 800-88, Guidelines for Media Sanitization prior to termination or completion of this contract. If directed by the COR/CO, the contractor shall return all Federal Records to VA for disposition.

o. Any media, such as paper, magnetic tape, magnetic disks, solid state devices or optical discs that is used to store, process, or access VA information that cannot be destroyed shall be returned to VA. The contractor shall hold the appropriate material until otherwise directed by the Contracting Officer's Representative (COR) or CO. Items shall be returned securely via VA-approved methods. VA sensitive information must be transmitted utilizing VA-approved encryption tools which are validated under FIPS 140-2 (or its successor) and NIST 800-52. If mailed, the contractor shall send via a trackable method (USPS, UPS, FedEx, etc.) and immediately provide the COR/CO with the tracking information. Self-certification by the contractor that the data destruction requirements above have been met shall be sent to the COR/CO within 30 business days of termination of the contract.

p. All electronic storage media (hard drives, optical disks, CDs, back-up tapes, etc.) used to store, process or access VA information will not be returned to the contractor at the end of lease, loan, or trade-in. Exceptions to this paragraph will only be granted with the written approval of the VA CO.

3. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS.

This section applies when any person requires access to information made available to the contractor by VA for the performance or administration of this contract or information developed by the contractor in performance or administration of the contract**.**

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees and subcontractors only to the extent necessary to perform the services specified in the solicitation or contract. This includes indirect entities, both affiliate of contractor/subcontractor and agent of contractor/subcontractor.

b. Contractors and subcontractors shall sign the VA Information Security Rule of Behavior (ROB) before access is provided to VA information and information systems (see Section 4, Training, below). The ROB contains the minimum user compliance requirements and does not supersede any policies of VA facilities or other agency components which provide higher levels of protection to VA's information or information systems. Users who require privileged access shall complete the VA elevated privilege access request processes before privileged access is granted.

c. All contractors and subcontractors working with VA information are subject to the same security investigative and clearance requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors shall be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office of Human Resources and Administration/Operations, Security and Preparedness (HRA/OSP) is responsible for these policies and procedures. Contract personnel who require access to classified information or information systems shall have an appropriate security clearance. Verification of Security Clearance shall be processed through the Special Security Officer located in HRA/OSP. Contractors shall conform to all requirements stated in the National Industrial Security Program Operating Manual (NISPOM).

d. All contractors and subcontractors shall comply with conditions specified in VAAR 852.204-71(d); Contractor operations required to be in United States. All contractors and subcontractors working with VA information must be permanently located within a jurisdiction subject to the law of the United States or its Territories to the maximum extent feasible. If services are proposed to be performed abroad the contractor must state where all non-U.S. services are provided. The contractor shall deliver to VA a detailed plan specifically addressing communications, personnel control, data protection and potential legal issues. The plan shall be approved by the COR/CO in writing prior to access being granted.

e. The contractor shall notify the COR/CO in writing immediately (no later than 24 hours) after personnel separation or occurrence of other causes. Causes may include the following:

(1) Contractor/subcontractor personnel no longer have a need for access to VA information or VA information systems.

(2) Contractor/subcontractor personnel are terminated, suspended, or otherwise have their work on a VA project discontinued for any reason.

(3) Contractor believes their own personnel or subcontractor personnel may pose a threat to their company's working environment or to any company-owned property. This includes contractor-owned assets, buildings, confidential data, customers, employees, networks, systems, trade secrets and/or VA data.

(4) Any previously undisclosed changes to contractor/subcontractor background history are brought to light, including but not limited to changes to background investigation or employee record.

(5) Contractor/subcontractor personnel have their authorization to work in the United States revoked.

(6) Agreement by which contractor provides products and services to VA has either been fulfilled or terminated, such that VA can cut off electronic and/or physical access for contractor personnel.

f. In such cases of contract fulfillment, termination, or other causes; the contractor shall take the necessary measures to immediately revoke access to VA network, property, information, and information systems (logical and physical) by contractor/subcontractor personnel. These measures include (but are not limited to): removing and then securing Personal Identity Verification (PIV) badges and PIV – Interoperable (PIV-I) access badges, VA-issued photo badges, credentials for VA facilities and devices, VA-issued laptops, and authentication tokens. Contractors shall notify the appropriate VA COR/CO immediately to initiate access removal.

g. Contractors/subcontractors who no longer require VA accesses will return VA-issued property to VA. This property includes (but is not limited to): documents, electronic equipment, keys, and parking passes. PIV and PIV-I access badges shall be returned to the nearest VA PIV Badge Issuance Office. Once they have had access to VA information, information systems, networks and VA property in their possessions removed, contractors shall notify the appropriate VA COR/CO.

4. TRAINING. This entire section applies to all acquisitions which include section 3.

a. All contractors and subcontractors requiring access to VA information and VA information systems shall successfully complete the following before being granted access to VA information and its systems:

(1) VA Privacy and Information Security Awareness and Rules of Behavior course (Talent Management System (TMS) #10176) initially and annually thereafter.

(2) Sign and acknowledge (electronically through TMS #10176) understanding of and responsibilities for compliance with the Organizational Rules of Behavior, relating to access to VA information and information systems initially and annually thereafter; and

(3) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system or information access [to be defined by the VA program official and provided to the VA CO for inclusion in the solicitation document – i.e., any role-based information security training].

b. The contractor shall provide to the COR/CO a copy of the training certificates and certification of signing the Organizational Rules of Behavior for each applicable employee within five days of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the required training is complete.

5. SECURITY INCIDENT INVESTIGATION. This entire section applies to all acquisitions requiring any Information Security and Privacy language.

a. The contractor, subcontractor, their employees, or business associates shall immediately (within one hour) report suspected security / privacy incidents to the VA OIT's Enterprise Service Desk (ESD) by calling (855) 673-4357 (TTY: 711). The ESD is OIT's 24/7/365 single point of contact for IT-related issues. After reporting to the ESD, the contractor, subcontractor, their employees, or business associates shall, within one hour, provide the COR/CO the incident number received from the ESD.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved and the circumstances surrounding the incident, including the following:

(1) The date and time (or approximation of) the Security Incident occurred.

(2) The names of individuals involved (when applicable).

(3) The physical and logical (if applicable) location of the incident.

(4) Why the Security Incident took place (i.e., catalyst for the failure).

(5) The amount of data belonging to VA believed to have been compromised.

(6) The remediation measures the contractor is taking to ensure no future incidents of a similar nature.

c. After the contractor has provided the initial detailed incident summary to VA, they will continue to provide written updates on any new and relevant circumstances or facts they discover. The contractor, subcontractor, and their employes shall fully cooperate with VA or third-party entity performing an independent risk analysis on behalf of VA. Failure to cooperate may be deemed a material breach and grounds for contract termination.

d. VA IT contractors shall follow VA Handbook 6500, Risk Management Framework for VA Information Systems VA Information Security Program, and VA Information Security Knowledge Service guidance for implementing an Incident Response Plan or integrating with an existing VA implementation.

e. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG, and the VA Office of Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

f. The contractor shall comply with VA Handbook 6500.2, Management of Breaches Involving Sensitive Personal Information, which establishes the breach management policies and assigns responsibilities for the oversight, management and reporting procedures associated with managing of breaches.

g. With respect to unsecured Protected Health Information (PHI), the contractor is deemed to have discovered a data breach when the contractor knew or should have known of breach of such information. When a business associate is part of VHA contract, notification to the covered entity (VHA) shall be made in accordance with the executed BAA.

h. If the contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach involving any VA sensitive personal information the contractor/subcontractor processes or maintains under the contract; the contractor shall pay liquidated damages to the VA as set forth in clause 852**.211-76, Liquidated Damages— Reimbursement for Data Breach Costs.**

6. INFORMATION SYSTEM DESIGN AND DEVELOPMENT. This entire section applies to information systems, systems, major applications, minor applications, enclaves, and platform information technologies (to include the subcomponents of each) designed or developed for or on behalf of VA by any non-VA entity.

a. Information systems designed or developed on behalf of VA at non-VA facilities shall comply with all applicable Federal law, regulations, and VA policies. This includes standards for the protection of electronic Protected Health Information (PHI), outlined in 45 C.F.R. Part 164, Subpart C and information and system security categorization level designations in accordance with FIPS 199, Standards for Security Categorization of Federal Information and Information Systems and FIPS 200, Minimum Security Requirements for Federal Information Systems. Baseline security controls shall be implemented commensurate with the FIPS 199 system security categorization (reference VA Handbook 6500 and VA Trusted Internet Connections (TIC) Architecture).

b. Contracted new developments require creation, testing, evaluation, and authorization in compliance with VA Assessment and Authorization (A&A) processes in VA Handbook 6500 and VA Information Security Knowledge Service to obtain an Authority to Operate (ATO). VA Directive 6517, Risk Management Framework for Cloud Computing Services, provides the security and privacy requirements for cloud environments.

c. VA IT contractors, subcontractors and third-party service providers shall address and/or integrate applicable VA Handbook 6500, VA Handbook 6517, Risk Management Framework for Cloud Computing Services and Information Security Knowledge Service specifications in delivered IT systems/solutions, products and/or services. If systems/solutions, products and/or services do not directly match VA security requirements, the contractor shall work though the COR/CO to identify the VA organization responsible for governance or resolution. Contractors shall comply with FAR 39.1, specifically the prohibitions referenced.

d. The contractor (including producers and resellers) shall comply with Office of Management and Budget (OMB) M-22-18 and M-23-16 when using third-party software on VA information systems or otherwise affecting the VA information. This includes new software purchases and software renewals for software developed or modified by major version change after the issuance date of M-22- 18 (September 14, 2022). The term “software” includes firmware, operating systems, applications and application services (e.g., cloud-based software), as well as products containing software. The contractor shall provide a self-attestation that secure software development practices are utilized as

outlined by Executive Order (EO)14028 and NIST Guidance. A third-party assessment provided by either a certified Federal Risk and Authorization Management Program (FedRAMP) Third Party Assessor Organization (3PAO) or one approved by the agency will be acceptable in lieu of a software producer's self- attestation.

e. The contractor shall ensure all delivered applications, systems and information systems are compliant with Homeland Security Presidential Directive (HSPD) 12 and VA Identity and Access management (IAM) enterprise identity management requirements as set forth in OMB M-19-17, M-05-24, FIPS 201-3, Personal Identity Verification (PIV) of Federal Employees and Contractors (or its successor), M-21-31 and supporting NIST guidance. This applies to Commercial Off-The-Shelf (COTS) product(s) that the contractor did not develop, all software configurations and all customizations.

f. The contractor shall ensure all contractor delivered applications and systems provide user authentication services compliant with VA Handbook 6500, VA Information Security Knowledge Service, IAM enterprise requirements and NIST 800-63, Digital Identity Guidelines, for direct, assertion-based authentication and/or trust-based authentication, as determined by the design and integration patterns. Direct authentication at a minimum must include Public Key Infrastructure (PKI) based authentication supportive of PIV and/or Common Access Card (CAC), as determined by the business need and compliance with VA Information Security Knowledge Service specifications.

g. The contractor shall use VA authorized technical security baseline configurations and certify to the COR that applications are fully functional and operate correctly as intended on systems in compliance with VA baselines prior to acceptance or connection into an authorized VA computing environment. If the Defense Information Systems Agency (DISA) has created a Security Technical Implementation Guide (STIG) for the technology, the contractor may configure to comply with that STIG. If VA determines a new or updated VA configuration baseline needs to be created, the contractor shall provide required technical support to develop the configuration settings. FAR 39.1 requires the population of operating systems and applications includes all listed on the NIST National Checklist Program Checklist Repository.

h. The standard installation, operation, maintenance, updating and patching of software shall not alter the configuration settings from VA approved baseline configuration. Software developed for VA must be compatible with VA enterprise installer services and install to the default “program files” directory with silently install and uninstall. The contractor shall perform testing of all updates and patching prior to implementation on VA systems.

i. Applications designed for normal end users will run in the standard user context without elevated system administration privileges.

j. The contractor-delivered solutions shall reside on VA approved operating systems. Exceptions to this will only be granted with the written approval of the COR/CO.
k. The contractor shall design, develop, and implement security and privacy controls in accordance with the provisions of VA security system development life cycle outlined in NIST 800-37, Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy, VA Directive and Handbook 6500, and VA Handbook 6517.

l. The Contractor shall comply with the Privacy Act of1974 (the Act), FAR 52.224- 2 Privacy Act, and VA rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish a VA function.

m. The contractor shall ensure the security of all procured or developed information systems, systems, major applications, minor applications, enclaves and platform information technologies, including their subcomponents (hereinafter referred to as “Information Systems”) throughout the life of this contract and any extension, warranty, or maintenance periods. This includes security configurations, workarounds, patches, hotfixes, upgrades, replacements and any physical components which may be necessary to remediate all security vulnerabilities published or known to the contractor anywhere in the information systems (including systems, operating systems, products, hardware, software, applications and firmware). The contractor shall ensure security fixes do not negatively impact the Information Systems.

n. When the contractor is responsible for operations or maintenance of the systems, the contractor shall apply the security fixes within the timeframe specified by the associated controls on the VA Information Security Knowledge Service. When security fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the contractor shall provide written notice to the VA COR/CO that the patch has been validated as to not affecting the Systems within ten (10) business days.

7. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE OR USE.

This entire section applies to information systems, systems, major applications, minor applications, enclaves, and platform information technologies (cloud and non-cloud) hosted, operated, maintained, or used on behalf of VA at non-VA facilities.

a. The contractor shall comply with all Federal laws, regulations, and VA policies for Information systems (cloud and non-cloud) that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities. Security controls for collecting, processing, transmitting, and storing of VA sensitive information, must be in place. The controls will be tested by VA or a VA sanctioned 3PAO and approved by VA prior to hosting, operation, maintenance or use of the information system or systems by or on behalf of VA. This includes conducting compliance risk assessments, security architecture analysis, routine vulnerability scanning, system patching, change management procedures and the completion of an acceptable contingency plan for each system. The contractor’s security control procedures shall be the same as procedures used to secure VA-operated information systems.

b. Outsourcing (contractor facility, equipment, or staff) of systems or network operations, telecommunications services or other managed services require Assessment and Authorization (A&A) of the contractor’s systems in accordance with VA Handbook 6500 as specified in VA Information Security Knowledge Service. Major changes to the A&A package may require reviewing and updating all the documentation associated with the change. The contractor’s cloud computing systems shall comply with FedRAMP and VA Directive 6517 requirements.

c. The contractor shall return all electronic storage media (hard drives, optical disks, CDs, back-up tapes, etc.) on non-VA leased or non-VA owned IT equipment used to store, process or access VA information to VA in accordance with A&A package requirements. This applies when the contract is terminated or completed and prior to disposal of media. The contractor shall provide its plan for destruction of all VA data in its possession according to VA Information Security Knowledge Service requirements and NIST 800-88. The contractor shall send a self-certification that the data destruction requirements above have been met to the COR/CO within 30 business days of termination of the contract.

d. All external internet connections to VA network involving VA information must be in accordance with VA Trusted Internet Connection (TIC) Reference Architecture and VA

Directive and Handbook 6513, Secure External Connections and reviewed and approved by VA prior to implementation. Government-owned contractor-operated systems, third party or business partner networks require a Memorandum of Understanding (MOU) and Interconnection Security Agreements (ISA).

e. Contractor procedures shall be subject to periodic, announced, or unannounced assessments by VA officials, the OIG or a 3PAO. The physical security aspects associated with contractor activities are also subject to such assessments. The contractor shall report, in writing, any deficiencies noted during the above assessment to the VA COR/CO. The contractor shall use VA's defined processes to document planned remedial actions that address identified deficiencies in information security policies, procedures, and practices. The contractor shall correct security deficiencies within the timeframes specified in the VA Information Security Knowledge Service.

f. All major information system changes which occur in the production environment shall be reviewed by the VA to determine the impact on privacy and security of the system. Based on the review results, updates to the Authority to Operate (ATO) documentation and parameters may be required to remain in compliance with VA Handbook 6500 and VA Information Security Knowledge Service requirements.

g. The contractor shall conduct an annual privacy and security self-assessment on all information systems and outsourced services as required. Copies of the assessment shall be provided to the COR/CO. The VA/Government reserves the right to conduct assessment using government personnel or a third party if deemed necessary. The contractor shall correct or mitigate any weaknesses discovered during the assessment.

h. VA prohibits the installation and use of personally owned or contractor-owned equipment or software on VA information systems. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW, PWS, PD or contract. All security controls required for government furnished equipment must be utilized in VA approved Other Equipment (OE). Configuration changes to the contractor OE, must be funded by the owner of the equipment. All remote systems must use a VA-approved antivirus software and a personal (host-based or enclave based) firewall with a VA-approved configuration. The contractor shall ensure software on OE is kept current with all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-virus software and the firewall on the non-VA owned OE. Approved contractor OE will be subject to technical inspection at any time.

i. The contractor shall notify the COR/CO within one hour of disclosure or successful exploits of any vulnerability which can compromise the confidentiality, integrity, or availability of the information systems. The system or effected component(s) need(s) to be isolated from the network. A forensic analysis needs to be conducted jointly with VA. Such issues will be remediated as quickly as practicable, but in no event longer than the timeframe specified by VA Information Security Knowledge Service. If sensitive personal information is compromised reference VA Handbook 6500.2 and Section 5, Security Incident Investigation.

j. For cases wherein the contractor discovers material defects or vulnerabilities impacting products and services they provide to VA, the contractor shall develop and implement policies and procedures for disclosure to VA, as well as remediation. The contractor shall, within 30 business days of discovery, document a summary of these vulnerabilities or defects. The documentation will include a description of the potential impact of each vulnerability and material defect, compensating security controls, mitigations, recommended corrective actions, root cause analysis and/or workarounds (i.e., monitoring). Should there exist any backdoors in the products or services they provide to

VA (referring to methods for bypassing computer authentication), the contractor shall provide the VA CO/CO written assurance they have permanently remediated these backdoors.

k. All other vulnerabilities, including those discovered through routine scans or other assessments, will be remediated based on risk, in accordance with the remediation timelines specified by the VA Information Security Knowledge Service and/or the applicable timeframe mandated by Cybersecurity & Infrastructure Security Agency (CISA) Binding Operational Directive (BOD) 22-01 and BOD 19-02 for Internet-accessible systems. Exceptions to this paragraph will only be granted with the approval of the COR/CO.

8. SECURITY AND PRIVACY CONTROLS COMPLIANCE TESTING, ASSESSMENT AND AUDITING. This entire section applies whenever section 6 or 7 is included.

a. Should VA request it, the contractor shall provide a copy of their (corporation's, sole proprietorship's, partnership's, limited liability company (LLC), or other business structure entity's) policies, procedures, evidence and independent report summaries related to specified cybersecurity frameworks (International Organization for Standardization (ISO), NIST Cybersecurity Framework (CSF), etc.). VA or its third-party/partner designee (if applicable) are further entitled to perform their own audits and security/penetration tests of the contractor's IT or systems and controls, to ascertain whether the contractor is complying with the information security, network or system requirements mandated in the agreement between VA and the contractor.

b. Any audits or tests of the contractor or third-party designees/partner VA elects to carry out will commence within 30 business days of VA notification. Such audits, tests and assessments may include the following: (a): security/penetration tests which both sides agree will not unduly impact contractor operations; (b): interviews with pertinent stakeholders and practitioners; (c): document review; and (d): technical inspections of networks and systems the contractor uses to destroy, maintain, receive, retain, or use VA information.

c. As part of these audits, tests and assessments, the contractor shall provide all information requested by VA. This information includes, but is not limited to, the following: equipment lists, network or infrastructure diagrams, relevant policy documents, system logs or details on information systems accessing, transporting, or processing VA data.

d. The contractor and at its own expense, shall comply with any recommendations resulting from VA audits, inspections and tests. VA further retains the right to view any related security reports the contractor has generated as part of its own security assessment. The contractor shall also notify VA of the existence of any such security reports or other related assessments, upon completion and validation.

e. VA appointed auditors or other government agency partners may be granted access to such documentation on a need-to-know basis and coordinated through the COR/CO. The contractor shall comply with recommendations which result from these regulatory assessments on the part of VA regulators and associated government agency partners.

9. PRODUCT INTEGRITY, AUTHENTICITY, PROVENANCE, ANTI-COUNTERFEIT AND ANTI-TAMPERING. This entire section applies when the acquisition involves any product (application, hardware, or software) or when section 6 or 7 is included.

a. The contractor shall comply with Code of Federal Regulations (CFR) Title 15 Part 7, “Securing the Information and Communications Technology and Services (ICTS) Supply Chain”, which prohibits ICTS Transactions from foreign adversaries. ICTS Transactions are defined as any acquisition, importation, transfer, installation, dealing in or use of any information and communications technology or service, including ongoing activities, such as managed services, data transmission, software updates, repairs or the platforming or data hosting of applications for consumer download.

b. When contracting terms require the contractor to procure equipment, the contractor shall purchase or acquire the equipment from an Original Equipment Manufacturer (OEM) or an authorized reseller of the OEM. The contractor shall attest that equipment procured from an OEM or authorized reseller or distributor are authentic. If procurement is unavailable from an OEM or authorized reseller, the contractor shall submit in writing, details of the circumstances prohibiting this from happening and procure a product waiver from the VA COR/CO.

c. All contractors shall establish, implement, and provide documentation for risk management practices for supply chain delivery of hardware, software (to include patches) and firmware provided under this agreement. Documentation will include chain of custody practices, inventory management program, information protection practices, integrity management program for sub-supplier provided components, and replacement parts requests. The contractor shall make spare parts available. All contractor(s) shall specify how digital delivery for procured products, including patches, will be validated and monitored to ensure consistent delivery. The contractor shall apply encryption technology to protect procured products throughout the delivery process.

d. If a contractor provides software or patches to VA, the contractor shall publish or provide a hash conforming to the FIPS Security Requirements for Cryptographic Modules (FIPS 140-2 or successor).

e. The contractor shall provide a software bill of materials (SBOM) for procured (to include licensed products) and consist of a list of components and associated metadata which make up the product. SBOMs must be generated in one of the data formats defined in the National Telecommunications and Information Administration (NTIA) report “The Minimum Elements for a Software Bill of Materials (SBOM).”

f. Contractors shall use or arrange for the use of trusted channels to ship procured products, such as U.S. registered mail and/or tamper-evident packaging for physical deliveries.

g. Throughout the delivery process, the contractor shall demonstrate a capability for detecting unauthorized access (tampering).

h. The contractor shall demonstrate chain-of-custody documentation for procured products and require tamper**-evident packaging for the delivery of this hardware.**

10. VIRUSES, FIRMWARE AND MALWARE. This entire section applies when the acquisition involves any product (application, hardware, or software) or when section 6 or 7 is included.

a. The contractor shall execute due diligence to ensure all provided software and patches, including third-party patches, are free of viruses and/or malware before releasing them to or installing them on VA information systems.

b. The contractor warrants it has no knowledge of and did not insert, any malicious virus and/or malware code into any software or patches provided to VA which could potentially harm or disrupt VA information systems. The contractor shall use due diligence, if

supplying third-party software or patches, to ensure the third-party has not inserted any malicious code and/or virus which could damage or disrupt VA information systems.

c. The contractor shall provide or arrange for the provision of technical justification as to why any “false positive” hit has taken place to ensure their code’s supply chain has not been compromised. Justification may be required, but is not limited to, when install files, scripts, firmware, or other contractor- delivered software solutions (including third-party install files, scripts, firmware, or other software) are flagged as malicious, infected, or suspicious by an anti-virus vendor.

d. The contractor shall not upload (intentionally or negligently) any virus, worm, malware or any harmful or malicious content, component and/or corrupted data/source code (hereinafter “virus or other malware”) onto VA computer and information systems and/or networks. If introduced (and this clause is violated), upon written request from the VA CO, the contractor shall:

(1) Take all necessary action to correct the incident, to include any and all assistance to VA to eliminate the virus or other malware throughout VA’s information networks, computer systems and information systems; and

(2) Use commercially reasonable efforts to restore operational efficiency and remediate damages due to data loss or data integrity damage, if the virus or other malware causes a loss of operational efficiency, data loss, or damage to data integrity**.**

11. CRYPTOGRAPHIC REQUIREMENT. This entire section applies whenever the acquisition includes section 6 or 7 is included.

a. The contractor shall document how the cryptographic system supporting the contractor’s products and/or services protect the confidentiality, data integrity, authentication and non-repudiation of devices and data flows in the underlying system.

b. The contractor shall use only approved cryptographic methods as defined in FIPS 140-2 (or its successor) and NIST 800-52 standards when enabling encryption on its products.

c. The contractor shall provide or arrange for the provision of an automated remote key-establishment method which protects the confidentiality and integrity of the cryptographic keys.

d. The contractor shall ensure emergency re-keying of all devices can be remotely performed within 30 business days.

e. The contractor shall provide or arrange for the provision of a method for updating cryptographic primitives or algorithms.

12. PATCHING GOVERNANCE. This entire section applies whenever the acquisition includes section 7 is included.

a. The contractor shall provide documentation detailing the patch management, vulnerability management, mitigation and update processes (to include third-party) prior to the connection of electronic devices, assets or equipment to VA’s assets. This documentation **will include information regarding the follow:**

(1) The resources and technical capabilities to sustain the program or process (e.g., how the integrity of a patch is validated by VA); and

(2) The approach and capability to remediate newly reported zero-day vulnerabilities for contractor products.

b. The contractor shall verify and provide documentation all procured products (including third-party applications, hardware, software, operating systems, and firmware) have appropriate updates and patches installed prior to delivery to VA.

c. The contractor shall provide or arrange the provision of appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses for their products and services within 30 days of discovery. Updates to remediate critical or emergent vulnerabilities will be provided within seven business days of discovery. If updates cannot be made available by contractor within these time periods, the contractor shall submit mitigations, methods of exploit detection and/or workarounds to the COR/CO prior to the above deadlines.

d. The contractor shall provide or arrange for the provision of appropriate hardware, software and/or firmware updates, when those products, including open-source software, are provided to the VA, to remediate newly discovered vulnerabilities or weaknesses. Remediations of products or services provided to the VA's system environment must be provided within 30 business days of availability from the original supplier and/or patching source. Updates to remediate critical vulnerabilities applicable to the Contractor's use of the third- party product in its system environment will be provided within seven business days of availability from the original supplier and/or patching source. If applicable third-party updates cannot be integrated, tested and made available by Contractor within these time periods, mitigations and/or workarounds will be provided to the COR/CO before the above deadlines.

13. SPECIALIZED DEVICES/SYSTEMS (MEDICAL DEVICES, SPECIAL PURPOSE SYSTEMS, RESEARCH SCIENTIFIC COMPUTING). This entire section applies when the acquisition includes one or more Medical Device, Special Purpose System or Research Scientific Computing Device. If appropriate, ensure selected clauses from section 6 or 7 and 8 through 12 are included.

a. Contractor supplies/delivered Medical Devices, Special Purpose Systems- Operational Technology (SPS-OT) and Research Scientific Computing Devices shall comply with all applicable Federal law, regulations, and VA policies. New developments require creation, testing, evaluation, and authorization in compliance with processes specified on the Specialized Device Cybersecurity Department Enterprise Risk Management (SDCD-ERM) Portal, VA Directive 6550, Pre-Procurement Assessment and Implementation of Medical Devices/Systems, VA Handbook 6500, and the VA Information Security Knowledge Service. Deviations from Federal law, regulations, and VA Policy are identified and documented as part of VA Directive 6550 and/or the VA Enterprise Risk Analysis (ERA) processes for Specialized Devices/Systems processes.

b. All contractors and third-party service providers shall address and/or integrate applicable VA Handbook 6500 and Information Security Knowledge Service specifications in delivered IT systems/solutions, products and/or services. If systems/solutions, products and/or services do not directly match VA security requirements, the contractor shall work though the COR/CO for governance or resolution.

c. The contractor shall certify to the COR/CO that devices/systems that have completed the VA Enterprise Risk Analysis (ERA) process for Specialized Devices/Systems are fully

functional and operate correctly as intended. Devices/systems must follow the VA ERA authorized configuration prior to acquisition and connection to the VA computing environment. If VA determines a new VA ERA needs to be created, the contractor shall provide required technical support to develop the configuration settings. Major changes to a previously approved device/system will require a new ERA.

d. The contractor shall comply with all practices documented by the Food Drug and Administration (FDA) Premarket Submission for Management of Cybersecurity in Medical Devices and Postmarket Management of Cybersecurity in Medical Devices.

e. The contractor shall design devices capable of accepting all applicable security patches with or without the support of the contractor personnel. If patching can only be completed by the contractor, the contractor shall commit the resources needed to patch all applicable devices at all VA locations. If unique patching instructions or packaging is needed, the contractor shall provide the necessary information in conjunction with the validation/testing of the patch. The contractor shall apply security patches within 30 business days of the patch release and have a formal tracking process for any security patches not implemented to include explanation when a device cannot be patched.

f. The contractor shall provide devices able to install and maintain VA-approved antivirus capabilities with the capability to quarantine files and be updated as needed in response to incidents. Alternatively, a VA-approved whitelisting application may be used when the contractor cannot install an anti-virus / anti- malware application.

g. The contractor shall verify and document all software embedded within the device does not contain any known viruses or malware before delivery to or installation at a VA location.

h. Devices and other equipment or systems containing media (hard drives, optical disks, solid state, and storage via chips/firmware) with VA sensitive information will be returned to the contractor with media removed. When the contract requires return of equipment, the options available to the contractor are the following:

(1) The contractor shall accept the system without the drive, firmware and solid state.

(2) VA’s initial device purchase includes a spare drive or other replacement media which must be installed in place of the original drive at time of turn-in; or

(3) Due to the highly specialized and sometimes proprietary hardware and software associated with the device, if it is not possible for VA to retain the hard drive, firmware, and solid state, then:

(a) The equipment contractor shall have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact.

(b) Any fixed hard drive, Complementary Metal-Oxide- Semiconductor (CMOS), Programmable Read-Only Memory (PROM), solid state and firmware on the device must be non- destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the solicitation, contract, or order.

14. DATA CENTER PROVISIONS. This entire section applies whenever the acquisition requires an interconnection to/from the VA network to/from a non-VA location.

a. The contractor shall ensure the VA network is accessed by in accordance with VA Directive 6500 and IAM security processes specified in the VA Information Security Knowledge Service.

b. The contractor shall ensure network infrastructure and data availability in accordance with VA information system business continuity procedures specified in the VA Information Security Knowledge Service.

c. The contractor shall ensure any connections to the internet or other external networks for information systems occur through managed interfaces utilizing VA approved boundary protection devices (e.g., internet proxies, gateways, routers, firewalls, guards or encrypted tunnels).

d. The contractor shall encrypt all traffic across the segment of the Wide Area Network (WAN) it manages and no unencrypted Out of Band (OOB) Internet Protocol (IP) traffic will traverse the network.

e. The contractor shall ensure tunnel endpoints are routable addresses at each VA operating site.

f. The contractor shall secure access from Local Area Networks (LANs) at co-located sites in accordance with VA TIC Reference Architecture, VA Directive and Handbook 6513, and MOU/ISA process specified in the VA Information Security Knowledge Service.

END OF PERFORMANCE WORK STATEMENT

SECTION C - CONTRACT CLAUSES

C.1 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date through completion date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor’s fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor’s email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

C.2 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $3,750.00.00.

(2) Any order for a combination of items in excess of $3,750,00.00; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.3 52.216-22 INDEFINITE QUANTITY (NOV 2025) (DEVIATION)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after end date.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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.

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

(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.

(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, for which the place of delivery or performance is in the United States.

(End of clause)

C.6 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION DATE)

(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.

(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, for which the place of delivery or performance is in the United States.

(End of clause)

C.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

(End of Clause)

C.8 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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

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

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

(End of Clause)

C.9 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):

http://www.acquisition.gov/far/index.html
http://www.va.gov/oal/library/vaar/

FAR Number	Title	Date
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	OCT 2025
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
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
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION)	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION)	NOV 2025
52.217-8	OPTION TO EXTEND SERVICES The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.	NOV 1999
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION) subcontracting as follows: (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause— By the end of the base term of the contract and then by the end of each subsequent option period	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
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 2014

Employee Class	Monetary Wage—Fringe Benefits
Medical Technologist	$40.49/hr.

52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT	NOV 2025

	(MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION)	
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
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING	JAN 2017
52.224-3	PRIVACY TRAINING ALTERNATE I (JAN 2017)	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
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 (DEVIATION)	NOV 2025
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION)	NOV 2025
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
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)	MAR 2026
852.204-71	INFORMATION AND INFORMATION SYSTEMS SECURITY	FEB 2023
852.211-76	LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS ALTERNATE I (c) Liquidated damages. If the Contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $37.50 per affected individual in order to cover costs related to the notification, data breach analysis and credit monitoring. In the event the Contractor provides payment of actual damages in an amount determined to be adequate by the Contracting Officer, the Contracting Officer may forgo collection of liquidated damages. (d) Purpose of liquidated damages. Based on the results from VA's determination that there was a data breach caused by Contractor's or any of its agents' failure to protect or	FEB 2023

	otherwise engaging in conduct to cause a data breach of VA sensitive personal information, and as directed by the Contracting Officer, the Contractor shall be responsible for paying to the VA liquidated damages in the amount of $37.50 per affected individual to cover the cost of the following: (1) Notification related costs. (2) Credit monitoring reports. (3) Data breach analysis and impact. (4) Fraud alerts. (5) Identity theft insurance.	
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
852.219-73	VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (DEVIATION)	JAN 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.237-70	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: $1,000,000; aggregate $3,000,000.00.	OCT 2019
852.237-72	CRIME CONTROL ACT—REPORTING OF CHILD ABUSE	OCT 2019
852.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	OCT 2019
852.237-75	KEY PERSONNEL	OCT 2019
852.239-76	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY	FEB 2023
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

(End of Clause)

C.10 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 VAAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

C.11 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING. (MARCH 2026)

(a) Definitions. As used in this clause –

VA Information system is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing,

maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

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

(b) General. Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: https://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
Neurologist/ Non-Sensitive (Tier 1)/ Low Risk
Technologist/ Non-Sensitive (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:

Tier 5:

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

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

information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract. The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

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

1. When no longer needed for contract performance.

2. Upon completion of the Contractor/subcontractor employee's employment.

3. Upon contract completion or termination.

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

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

1. Contractor/subcontractor employee name.

2. Name of VA facility where Contractor/subcontractor employee works, if applicable.

3. Date background check submitted for Contractor/subcontractor employee.

4. Date PIV/identification card issued to Contractor/subcontractor employee.

5. Contractor/subcontractor employee's PIV/identification card number, as applicable.

6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.

7. Date Contractor notified VA that PIV/identification card is no longer required.

8. Date Contractor returned PIV/identification card was returned to VA.

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

(End of clause)

C.12 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)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: ATTACHMENT 1 CONT. CERT. IMMIGRATION AND NATIONALITY ACT.

See attached document: ATTACHMENT 2 QUALITY ASSURANCE SURVEILLANCE PLAN.

See attached document: ATTACHMENT 3 CONTRACTOR RULES OF BEHAVIOR.

See attached document: ATTACHMENT 4 ORGANIZATIONAL CONFLICTS OF INTEREST.

See attached document: ATTACHMENT 5 PAST PERFORMANCE QUESTIONNAIRE.

See attached document: ATTACHMENT 6 LIMITATIONS ON SUBCONTRACTING_CERTIFICATE OF COMPLIANCE FOR SERVICES.

See attached document: ATTACHMENT 7 WAGE DETERMINATION.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, 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 is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

(3) 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.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to

furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for quotes, it was the only quote received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and product descriptions can be downloaded from the ASSIST website at https://assist.dla.mil.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at https://assist.dla.mil.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by-

(i) Using the ASSIST feedback module (https://assist.dla.mil/feedback); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at assisthelp@dla.mil.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique

entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

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

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

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

(4) A summary of the rationale for award;

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

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

(End of Provision)

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

INSTRUCTIONS TO QUOTERS

To provide a basis for sound evaluation by the government, contractors shall submit a complete quotation. The information provided must be concise, factual, and complete. Quotations will be considered only from contractors that are regularly established in the business and in the judgment of the Government, are deemed financially responsible and able to show evidence of experience and have submitted the complete documentation requested. The Government intends to make a single award to the contractor whose quotation is in the best interest of the Government.

The Contracting Officer can be contacted at Rosetta.quinn@va.gov. All questions must be submitted via email no later than 4:00pm Eastern Standard Time (EST) on 06/09/2026. Answers to questions will be addressed via an amendment to the solicitation.

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in this solicitation. Contracting officers will rely on representations from offers based on provisions in the solicitation. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.

Contractors are hereby advised that any imposed terms and conditions which deviate from the Government’s material terms and conditions established in the solicitation may render their quotation unacceptable and ineligible for award. Quotations must be submitted electronically. It

is the responsibility of the contractor to follow up to ensure that the quotation was received no later than the due date and time for the Request for Quotations (RFQ). All quotations must be received by Network Contracting Office 8 by the due date and time indicated on RFQ block 8 of SF1449.

52.212-1(c) is hereby tailored to extend the period for acceptance of quotations from 30 days to 90 days.

QUOTATION SUBMISSION INSTRUCTIONS

FORMAT

The contractor's quotation must be submitted electronically by the date and time indicated in block eight (8) of the RFQ. The contractor's quotation must consist of five (5) volumes, General, Technical Capability, Past Performance, Socioeconomic, and Price.

Each volume must be clearly identified at the top of the page. All pages of each volume must be appropriately numbered and identified by the complete company name, date, and RFQ number in the header and/or footer.

VOLUMES

Volume I – General.

1. Complete blocks 12, 17a, and 30a, b, and c of the SF1449. In doing so, the contractor agrees to the contract terms and conditions as written in the RFQ, with attachments.

2. Section B.1a, Continuation of SF1449 Blocks, Contract Administration Data, Fill in: B.1a. Contractor Information; and section five (5) Acknowledgment of Amendments, if applicable.

3. Complete the required attachments as identified in Section D, attachments one (D.1) through six (D.6) and return all documents.

4. Signed VA Notice of Limitations of Subcontracting – Certificate of Compliance for Services.

Volume 2 – Technical Capability.

Subfactor A – Qualifications of Candidates:

1. For each Neurophysiologist Physician candidate quoted, the following documentation is required for submission:

   a. Evidence of transcript or equivalent from educational institution(s) certifying completion of a medical degree (MD or DO) and completion of a Neurology residency.

   b. Copies of certification by the American Board of Psychiatry & Neurology (ABPN) or American Osteopathic Board Neurology and Psychiatry (AOBNP).

   c. Copies of certification of Fellowship in Clinical Neurophysiology or equivalent/similar fellowship.

   d. Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff.

2. For each Interoperative Neuromonitoring (IONM) technologist candidate quoted, the following documentation is required for submission.

    a. Copies of Certification by American Board of Registration of Electroencephalographic and Evoked Potential Technologists (ABRET).

3. For both Neurophysiologist Physician and IONM Technologist candidates quoted, the following documentation is required for submission.

    a. Basic Life Support (BLS) and Advanced Cardiovascular Life Support (ACLS) certifications are required prior to award.

    b. Certification that the staff list has been compared to the OIG exclusion list.

    c. Demonstrate evidence of meeting continuing education requirements.

4. Proof of Indemnification and Medical Liability Insurance.

5. Must meet the VA Privileging requirements.

6. Prior malpractice claims for each provider must be submitted.

Subfactor B: Experience of Candidates(s):

For each Neurophysiologist Physician candidate quoted, the following documentation is required for submission:

1. Curriculum Vitae (CVs) documenting current and previous experience. The contractor must provide CVs for key personnel and any identified substitute (in the event of the absence of key personnel), for consideration. To receive credit for this Subfactor, the experience must be detailed within the CV. The Government will not make assumptions.

    Required Experience: At least two (2) years of experience providing comprehensive IONM supervision during surgical procedures, demonstrating the ability to:

    • Supervise technologists and oversee neurophysiological monitoring in the operating room.

    • Interpret and analyze neurophysiological data during surgeries.

    • Proficiency in using various IONM techniques and equipment (e.g., SSEP, MEP, EMG, EEG).

    • Knowledge of surgical procedures requiring IONM and relevant neuroanatomy.

2. For each IONM Technologist candidate quoted, the following documentation is required for submission Certification in Neurophysiologic Intraoperative Monitoring ABRET.

    Resumes documenting current and previous experience. The contractor must provide resumes for key personnel and any identified substitute (in the event of the absence of key personnel), for consideration. To receive credit for this Subfactor, the experience must be detailed within the resume. The Government will not make assumptions.

Required Experience: At least two (2) years of hands-on experience providing IONM during surgical procedures, demonstrating the ability to:

- Perform neurophysiological monitoring under the supervision of a neurophysiologist or Neurologist.
- Proficiency in setting up and operating IONM equipment (e.g., SSEP, MEP, EMG, EEG).

Subfactor C: Company Staffing Plan of Organization:

1. Describe the capability to recruit adequate staffing to meet the needs of this requirement.
2. Describe the average personnel turnover rate and how this may affect performance.
3. Provide a contingency plan for replacing key personnel to maintain services as required under the terms of the contract.

Volume 3 – Past Performance.

Quoters are required to submit the following:

1. Provide a list of no more than three (3), prior contracts that are similar in size and scope of this requirement, include any Federal, State, local government, and commercial contracts within the last three (3) years of the solicitation issue date. Furnish the following information for each contract:

    a) Company Name/Division Name

    b) Product/Service

    c) Contracting Agency/Customer

    d) Contract Number

    e) Contract Dollar Value

    f) Period of Performance

    g) Name, address, and telephone for the Assessor

2. Provide a minimum of three (3) references of responsible individuals for each candidate who would have firsthand knowledge of the candidates who may be assigned as part of this contract.

3. The Government requests that the quoter send out a total of three (3) past performance questionnaires to three (3) references that are not contractors' employees from prior contracts or services that are similar in size of scope – see attachment D.5 in Section D. the VA will only review three (3) past performance questionnaires for each quotation received.

Volume 4 – Socioeconomic Status.

This procurement is reserved exclusively for SDVOSBs in accordance with FAR 19.1405. All offers will be evaluated only from eligible, SBA-certified SDVOSB firms.

Volume 5 – Price.

Prices shall be submitted as requested in Section B.2, Price Schedule, for each line-item number (LIN), including all option periods.

Except when it is determined in accordance with FAR 17.206 (b) not to be in the Government's best interest, the Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement.

This includes options under FAR 52.217-8, Option to Extend Services, which applies to this solicitation. Evaluation of options under FAR 52.217-8 will be accomplished by using the quoted prices for the last option period to determine the price for a six (6) month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Addendum to 52.212-1)

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

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

Technical Capability

Subfactor A: Qualifications of Candidates
Subfactor B: Experience of Candidates
Subfactor C: Company Staffing Plan of Organization
Past Performance
Socio-Economic Status
Price

Technical and past performance, when combined, are significantly more important than price.

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

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

(End of Provision

ADDENDUM TO 52.212-2 EVALUATION – COMMEERCIAL PRODUCTS AND COMMERCIAL SERVICES

a. **Basis for Award**: Government will award a contract to the contractor responsible whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. This will be done by a comparative evaluation of the quotations.

b. Contractors must be currently registered in SAM and verified in the Small Business Administration's Search https://search.certifications.sba.gov/ at the time of submission of quotations and at the time of award.

c. The Government is not obligated to request any additional information from a contractor who does not provide the required information and documentation. Failure to submit complete information in the manner as instructed may be grounds to consider the quotation unacceptable/ineligible and exclude the contractor from further considerations. It is, therefore, in the contractor's best interest to submit ALL required documentation to the fullest degree possible. If a contractor cannot provide all information required by the evaluation factors, a statement documenting each omission shall be included in the contractor's quote addressing the omission(s).

d. By submission of its quotation, the contractor agrees to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in a quote being determined unacceptable/ineligible.

e. Contractors should address in detail their Technical Capabilities by describing their quoted approach to each factor. All factors will be considered based solely on the quotation provided, to the extent to which the quotation demonstrates a clear understanding of the requirements, and the contractor's ability to meet those requirements.

f. The following factors shall be used to evaluate quotes:

FACTOR ONE (1): Technical Capability: The technical factor is comprised of the three (3) subfactors below. Quotations from contractors that failed to meet the minimum requirements – including a material failure to conform with the instructions set forth above - will be deemed unacceptable and will not be further considered.

Subfactor A: Qualifications of Candidate(s): The Government will evaluate this subfactor to determine the extent of the quoted candidate's qualifications to perform the required services.

Subfactor B: Experience of Candidates(s): The Government will evaluate this subfactor to determine the proposed candidate's experience to perform the required services. To receive credit for this Subfactor, the experience must be detailed within the CV (Physician) and resume (Technologist). The Government will not make assumptions.

Subfactor C: Company Staffing Plan of Organization: The Government will evaluate this subfactor to determine the extent of the contractor's ability to provide staffing and contingency plan.

FACTOR TWO (2): Past Performance:
The information provided by the vendor, together with information from other sources available to the Government, will be the basis for evaluation under this factor. As part of this evaluation, the VA will consider the relevancy of the prior contracts submitted, to include the size and scope, references, and past performance questionnaires. An overall confidence rating would be assigned, as that is typically how we evaluate PP.

FACTOR THREE (3): Socioeconomic Status:
This procurement is a Service-Disabled Veteran-Owned Small Business (SDVOSB) set-aside. Only eligible and certified SDVOSBs will be considered for award. Quotations will be evaluated to confirm the offeror's SDVOSB eligibility and compliance. To receive credit, the contractor must be listed at the time of quotation submission and at the time of award as a certified SDVOSB in the SBA certification database at https://search.certifications.sba.gov/. Eligible and certified SDVOSBs will receive full consideration under this factor. A subcontracting plan is not required for this procurement; however, if the offeror intends to use subcontractors, the quotation must identify the proposed SDVOSB subcontractor(s) and provide a brief description of their role. All proposed subcontractors must also be certified SDVOSBs at the time of quotation submission and at the time of award to receive consideration. The SDVOSB prime contractor must comply with VAAR Clause 852.219-75, VA Notice of Limitation on Subcontracting – Certificate of Compliance for Services and Construction. This factor will be evaluated on a basis of full credit or no credit, depending on verified SDVOSB eligibility and compliance.

FACTOR FOUR (4): Price:
Price will be evaluated for reasonableness using one or more of the techniques set forth in FAR Part 15.404-1(b). For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services under FAR52.217-8 as follows: The evaluation will 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 will assume that the prices for the option is exercised. The evaluation will 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 will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise.

This evaluation will not obligate the Government to exercise any option under FAR 52.217-8. The Government will evaluate offers for award purposes by multiplying the estimated quantity by the Unit Price for each Line Item (LIN) for each ordering period. VA will then add together the total price each ordering period in order to get the 'total evaluated price'. Evaluation of the option shall not obligate the Government to exercise the option

THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST QUOTED PRICE. The degree of importance of price as a factor in determining award could become greater depending upon the equality of the quotations when evaluating the non-price factors. The greater the equality of quotations within the non-price factors, the more important price may become in selecting the best value to the Government.

Any quotation that is not in compliance with the requirements of the solicitation will be considered unacceptable and ineligible for award.

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of Provision)

E.4 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

The Government contemplates award of a Fixed-Price, Indefinite Delivery, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

E.5 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 621111.

(2) The small business size standard is $16 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.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:
Department of Veterans Affairs
Network Contracting Activity 8 (NCA 8)

8875 Hidden River Parkway
Tampa, FL 33637
Rosetta Quinn

Email: Rosetta.quinn@va.gov

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

(End of Provision)

E.7 52.252-5 AUTHORIZED DEVIATIONS IN PRIVISIONS (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 provision.

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Clause)

E.8 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

E.9 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):

http://www.acquisition.gov/far/index.html
http://www.va.gov/oal/library/vaar/

FAR Number	Title	Date
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
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	SEP 2025
852.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST	OCT 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023
852.273-70	LATE OFFERS	NOV 2021
852.273-74	AWARD WITHOUT EXCHANGES	NOV 2021

(End of Provision)