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

1. REQUISITION NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C24826R0072	05-18-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Jayne Messer	239-373-9064	06-10-2026 4:30pm 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

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

NAICS: 621111

SIZE STANDARD: $16 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING: N/A

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

15. DELIVER TO CODE 672

Department of Veterans Affairs
San Juan VA Medical Center (SJVAMC)
VA Caribbean Healthcare System (VACHS)
10 Casia Street
San Juan PR 00921

16. ADMINISTERED BY CODE 36C248

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

8875 Hidden River Pkwy Suite 525
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

18a. PAYMENT WILL BE MADE BY CODE ____

Department of Veterans Affairs
Financial Services Center
Website: https://www.fsc.va.gov/einvoice

PHONE: 1-877-353-9791 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 On-site and On-call Board Certified/Board Eligible Cardiothoracic Physician Services to eligible beneficiaries of the Department of Veterans Affairs (VA), San Juan VA Medical Center (VAMC), VA Caribbean Healthcare System (VACHS), Puerto Rico. Services shall be provided in accordance with (IAW) the Performance Work Statement (PWS) and the terms and conditions listed herein. The Period of Performance is for one (1) base year plus (+) four (4) - one (1) year option periods. Reference pages six (6) through eleven (11) for the Schedule of Services and pages 12 through 50 for the Performance Work Statement (PWS). All questions concerning the Request for Proposal (RFP) and related documents shall be submitted via email to the Contracting Officer at jayne.messer@va.gov no later than 12:00pm EST on Wednesday, May 27, 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 One (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)
Jayne Messer
VA-VHA-RPOE-2023-0120

31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR: _____

Title:	
Address:	
Telephone:	
Facsimile:	
Email:	
Federal Taxpayer Identification Number:	
SAM Unique Entity Identifier (UEI)	

b. GOVERNMENT: Contracting Officer 36C248

Jayne Messer
Department of Veterans Affairs
Network Contracting Office 8 (NCO 8)
Email: Jayne.messer@va.gov
Phone: (239) 373-9064

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.

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

AMENDMENT NO	DATE

6. SECURE FAX DOCUMENTS: All fax cover sheets shall include the following statement: "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. Proposals 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) Overhaul 42.302, FAR Companion (FC) 42.3, and any local policy established by the Head of Contracting Activity (HCA).

9. MANDATORY DISCLOSURES: Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at https://www.vaoig.gov/hotline/online-forms and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

B.2 SCHEDULE OF SEVICES

The Contractor shall furnish all key personnel to provide services necessary to perform onsite and on-call Cardiothoracic Surgery Physician Services to eligible beneficiaries of the Department of Veterans Affairs Medical Center, 672, VA Caribbean Healthcare System (hereinafter referred to as VACHS). The Contractor's physician(s) care shall cover the range of Cardiothoracic Surgery services as would be provided in a state-of-the-art civilian medical treatment facility and the standard of care shall be of a quality, meeting or exceeding currently recognized national standards as established by American Associate for Thoracic Surgery (AATS): https://www.aats.org/.

Contract Type: Indefinite Delivery Indefinite Quantity (IDIQ).

Place of Performance: Services shall be provided on site, 672-VA Caribbean Healthcare System, 10 Casia St, San Juan PR 00921.

Period of Performance: The anticipated contract period of performance is one (1) base year 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 $12,000,000.00. If the maximum aggregate amount of $12,000,000.00 is reached prior to the end date of the final period of performance, no further task orders will be issued against the contract.

Task Order Procedures: Task orders will be issued by NCO 8 Contracting Officers. The Task Order will contain date of order, order number, line-item number, description, quantity, unit price, performance schedule, accounting and appropriation data and method of payment.

Estimated Quantities: The quantities or dollar thresholds listed in the Schedule of Services effective for the periods stated are estimated only and are not purchased by the resultant contract. Except as this contract otherwise provides, if the VA's requirement does not result in orders in the quantities or dollar amount described that fact must not constitute the basis for an equitable price adjustment.

Pricing Instructions: Enter the unit cost and total annual cost on the table below for all line-item numbers (LINs). Offerors shall identify by title/position or level of experience the key personnel submitted in the table in section 2.9 of the Performance Work Statement (PWS).
The Contractor shall propose a minimum of two (2) key personnel Cardiothoracic Physician Surgeons to be credentialed and be available for simultaneous scheduling to meet the requirements of the contract. The two (2) key personnel surgeons must begin the onboarding process upon contract award and must both begin providing services on the start date of the Period of Performance of the base year to ensure coverage for all hours indicated within the schedule of services.

One (1) physician surgeon is required to be available on-site for scheduled elective procedures (Operating Room) and patient evaluations at clinics on Mondays and Wednesdays from 7:00am to 3:30pm (15.5 hours coverage). One (1) physician surgeon will be on call during weeknights Mondays and Wednesdays from 3:30pm to 7:00am, and weekdays Tuesday, Thursday, Friday, weekends, and holidays from 7:00am – 7:00am (24 hour daily coverage) for emergency cases and Cath Lab procedures; as needed, surgeon will be called to be onsite as stand by for specific/elective Cath Lab procedures during the week; in addition, this physician needs to

attend scheduled meetings on Friday mornings from 7:30–8:30 am for discussion of cases. Contractor's key personnel must be available on-site within one (1) hour of notification for back-up and/or emergency cases.

LINs

LIN	DESCRIPTION OF SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
Base Year: 07/01/2026 – 06/30/2027					
0001	On-site Board Certified /Board Eligible Cardiothoracic Surgeon Services for onsite elective procedures and patient evaluation at clinics every week on Mondays & Wednesdays, from 7:00am to 3:30pm, and Friday meetings from 7:30am – 8:30am, excluding Federal holidays. Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	884.00	HR	$_____	$_____
0002	On-call Board Certified/Board Eligible Cardiothoracic Surgeon Services for on-call evening/overnight coverage on Monday & Wednesday after clinical hours (3:30pm-7:00am) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	1,612.00	HR	$_____	$_____
0003	On-call Board Certified/Eligible Cardiothoracic Surgeon Services for 24-hour coverage on Tuesday/Thursday/Friday, weekends, and holidays during non-clinical days (7:00am – 7:00am) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	6,504.00	HR	$_____	$_____
0004	Call back Board Certified/Board Eligible Cardiothoracic Surgeon Services (services rendered outside regular working hours and any emergency callback services with direct patient contact while on call) Contract Period: Base POP Begin: 07-01-2026 POP End: 06-30-2027 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	40.00	HR	$_____	$_____
				Estimated Total for Base Year:	**$_____**
Option Year One (1): 07/01/2027 – 06/30/2028					

1001	884.00	HR	$_____	$_____
On-site Board Certified /Board Eligible Cardiothoracic Surgeon Services for onsite elective procedures and patient evaluation at clinics every week on Mondays & Wednesdays, from 7:00am to 3:30pm, excluding holidays. (Inclusive of emergency call-back services and Friday meetings) Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)				
1002	1,612.00	HR	$_____	$_____
On-call Board Certified/Board Eligible Cardiothoracic Surgeon Services for on-call evening/overnight coverage on Monday & Wednesday after clinical hours (3:30pm-7:00am) Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)				
1003	6,504.00	HR	$_____	$_____
On-call Board Certified/Eligible Cardiothoracic Surgeon Services for 24-hour coverage on Tuesday/Thursday/Friday, weekends, and holidays during non-clinical days (7:00am – 7:00am) Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)				
1004	40.00	HR	$_____	$_____
Call back Board Certified/Board Eligible Cardiothoracic Surgeon Services (services rendered outside regular working hours and any emergency callback services with direct patient contact while on call) Contract Period: Option 1 POP Begin: 07-01-2027 POP End: 06-30-2028 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)				
Estimated Total for Option Year One (1): $_____				
Option Year Two (2): 07/01/2028 – 06/30/2029				
2001	884.00	HR	$_____	$_____
On-site Board Certified /Board Eligible Cardiothoracic Surgeon Services for onsite elective procedures and patient evaluation at clinics every week on Mondays & Wednesdays, from 7:00am to 3:30pm, excluding holidays. (Inclusive of emergency call-back services and Friday meetings) Contract Period: Option 2				

	POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)				
2002	On-call Board Certified/Board Eligible Cardiothoracic Surgeon Services for on-call evening/overnight coverage on Monday & Wednesday after clinical hours (3:30pm-7:00am) Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	1,612.00	HR	$_____	$_____
2003	On-call Board Certified/Eligible Cardiothoracic Surgeon Services for 24-hour coverage on Tuesday/Thursday/Friday, weekends, and holidays during non-clinical days (7:00am – 7:00am) Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	6,504.00	HR	$_____	$_____
2004	Call back Board Certified/Board Eligible Cardiothoracic Surgeon Services (services rendered outside regular working hours and any emergency callback services with direct patient contact while on call) Contract Period: Option 2 POP Begin: 07-01-2028 POP End: 06-30-2029 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	40.00	HR	$_____	$_____
	Estimated Total for Option Year Two (2): $_____				
Option Year Three (3): 07/01/2029 – 06/30/2030					
3001	On-site Board Certified /Board Eligible Cardiothoracic Surgeon Services for onsite elective procedures and patient evaluation at clinics every week on Mondays & Wednesdays, from 7:00am to 3:30pm, excluding holidays. (Inclusive of emergency call-back services and Friday meetings) Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	884.00	HR	$_____	$_____
3002	On-call Board Certified/Board Eligible Cardiothoracic Surgeon Services for on-call evening/overnight coverage on Monday & Wednesday after clinical hours (3:30pm-7:00am)	1,612.00	HR	$_____	$_____

	Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)				
3003	On-call Board Certified/Eligible Cardiothoracic Surgeon Services for 24-hour coverage on Tuesday/Thursday/Friday, weekends, and holidays during non-clinical days (7:00am – 7:00am) Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	6,504.00	HR	$_____	$_____
3004	Call back Board Certified/Board Eligible Cardiothoracic Surgeon Services (services rendered outside regular working hours and any emergency callback services with direct patient contact while on call) Contract Period: Option 3 POP Begin: 07-01-2029 POP End: 06-30-2030 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	40.00	HR	$_____	$_____
	Estimated Total for Option Year Three (3): $_____				
Option Year Four (4): 07/01/2030 – 06/30/2031					
4001	On-site Board Certified /Board Eligible Cardiothoracic Surgeon Services for onsite elective procedures and patient evaluation at clinics every week on Mondays & Wednesdays, from 7:00am to 3:30pm, excluding holidays. (Inclusive of emergency call-back services and Friday meetings) Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	884.00	HR	$_____	$_____
4002	On-call Board Certified/Board Eligible Cardiothoracic Surgeon Services for on-call evening/overnight coverage on Monday & Wednesday after clinical hours (3:30pm-7:00am) Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	1,612.00	HR	$_____	$_____
4003		6,504.00	HR	$_____	$_____

	On-call Board Certified/Eligible Cardiothoracic Surgeon Services for 24-hour coverage on Tuesday/Thursday/Friday, weekends, and holidays during non-clinical days (7:00am – 7:00am) Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)				
4004	Call back Board Certified/Board Eligible Cardiothoracic Surgeon Services (services rendered outside regular working hours and any emergency callback services with direct patient contact while on call) Contract Period: Option 4 POP Begin: 07-01-2030 POP End: 06-30-2031 PRINCIPAL NAICS CODE: 621111 - Offices of Physicians (except Mental Health Specialists)	40.00	HR	$_____	$_____
	Estimated Total for Option Year Four (4): $_____				
				ESTIMATED GRAND TOTAL	**$_____**

B.3 PERFORMANCE WORK STATEMENT

1. GENERAL:

1.1. Services Provided: The contractor shall provide Board Certified /Board Eligible Cardiothoracic Surgeon Physician services to deliver onsite Open-Heart Surgery-Cardiothoracic Surgery services, which shall include, but not be limited to, initial patient evaluation at inpatient, outpatient, and Emergency Department (ED) settings, and surgical procedures in Operating Room and post-operative care settings, including tasks related to Cardiothoracic Surgery Consult (operation not recommended), Permanent Pacemaker Implant (in emergency cases), Pacemaker Lead Extraction (back up), Pericardial Window and/or Pericardiectomy Procedures, back-up for Interventional Cardiology and structural cardiovascular procedures cases in accordance with the terms and conditions contained herein to beneficiaries of the Department of Veterans Affairs (VA) and VA Caribbean Healthcare System (VACHS), San Juan Puerto Rico.

1.2. Place of Performance: Contractor shall furnish services at the VA Caribbean Healthcare System at 10 Casia Street, San Juan, Puerto Rico 00921.

1.3. Authority: Title 38 USC 8153, Health Care Resources (HCR) Sharing Authority, Federal Acquisition Regulation (FAR) Overhaul Part 12, Acquisition of Commercial Products and Commercial Services in combination with FAR Overhaul Part 15, Contracting by Negotiation.

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 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 1400.01: Supervision of Physician, Dental, Optometry, Chiropractic, and Podiatry Residents

1.4.11. VHA Directive 1605.01: Privacy and Release of Information

1.4.12. VHA Directive 1907.01: VHA Health Information Management and Health Records

1.4.13. VHA Handbook 1100.17: National Practitioner Data Bank (NPDB) Reports

1.4.14. VHA Handbook 1400.04: Supervision of Associated Health Trainees

1.4.15. 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. AATS: American Associate for Cardiothoracic Surgery: https://www.aats.org/

1.5.2. ACGME: Accreditation Council for Graduate Medical Education

1.5.3. ACLS: Advanced Cardiac Life Support

1.5.4. AOD: Admitting Officer of the Day

1.5.5. AB: Antibiotics

1.5.6. BLS: Basic Life Support

1.5.7. CDC: Centers for Disease Control and Prevention

1.5.8. CDR: Contract Discrepancy Report

1.5.9. CEU: Certified Education Unit

1.5.10. 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.

1.5.11. CME: Continuing Medical Education

1.5.12. CMS: Centers for Medicare and Medicaid Services

1.5.13. 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.

1.5.14. 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.

1.5.15. COS: Chief of Staff

1.5.16. COTR: Contracting Officer Technical Representative

1.5.17. CPARS: Contractor Performance Assessment Reporting System

1.5.18. CPT: Codification of Surgical Procedures

1.5.19. 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.

1.5.20. CT: Cardiothoracic

1.5.21. CV: Curriculum Vitae

1.5.22. DEA: Drug Enforcement Agency

1.5.23. EHR: Electronic Health Record - electronic health record system used by the VA

1.5.24. EPA: Economic Proce Adjustment

1.5.25. FAPIIS: Federal Awardee Performance and Integrity Information System

1.5.26. FAR: Federal Acquisition Regulations

1.5.27. FC: Federal Acquisition Regulation Companion

1.5.28. FOIA: Freedom of Information Act

1.5.29. FPPE: Focused Provider Practice Evaluation

1.5.30. FSC: Financial services Center

1.5.31. FSMB: Federation of State Medical Boards

1.5.32. 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.

1.5.33. GAO: Government Accountability Office

1.5.34. HCA: Head of Contracting Activity

1.5.35. HHS: Department of Health and Human Services

1.5.36. HIPAA: Health Insurance Portability and Accountability Act

1.5.37. ICARE: Integrity, Commitment, Advocacy, Respect, Excellence

1.5.38. IDIQ: Indefinite Delivery Indefinite Quantity

1.5.39. ISO: Information Security Officer

1.5.40. Key Personnel: The individuals specified in this contract who are essential to work performance.

1.5.41. M/M: Mortality and Morbidity

1.5.42. NPI: National Provider Identifier: 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).

1.5.43. NSO: National Surgery Office

1.5.44. O/E: Observed vs. Expected

1.5.45. OIG: Office of the Inspector General

1.5.46. OPPE: Ongoing Provider Practice Evaluation

1.5.47. OR: Operating Room

1.5.48. PATS-R: Patient Advocate Program Reports

1.5.49. PCE: Personal Consumption Expenditures

1.5.50. PIA: Privacy Impact Assessment

1.5.51. PPIRS: Past Performance Information Retrieval System

1.5.52. POP: Period of Performance

1.5.53. PPD: Purified Protein Derivative

1.5.54. PWS: Performance Work Statement

1.5.55. QA/QI: Quality Assurance/Quality Improvement

1.5.56. QASP: Quality Assurance Surveillance Plan

1.5.57. QM/PI: Quality Management/Performance Improvement

1.5.58. SAM: System for Award Management

1.5.59. tPA: Tissue Plasminogen Activator

1.5.60. VA: Department of Veteran Affairs

1.5.61. VAMC: VA Medical Center

1.5.62. VASQIP: Veterans Affairs Surgical Quality Improvement Program

1.5.63. VAT: Video-Assisted Thoracoscopy

1.5.64. VETPro: is VHA's mandatory credentialing software platform to document the credentialing of VHA health care providers. This system facilitates completion of a uniform, accurate, and complete credentials file.

1.5.65. VHA: Veterans' Health Administration

1.5.66. VAHCS: VA Caribbean Healthcare System

1.5.67. VISN: Veterans Integrated Services Network

1.5.68. VISTA: Veterans Information Systems Technology Architecture

2. QUALIFICATIONS:

2.1. Staff/Facility

2.1.1. License: The Contractor's 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 physician(s) shall be Board Certified /Board Eligible by the American Board of Thoracic Surgery and be currently certified in Basic Life Support (BLS) and Advanced Cardiac Life Support (ACLS) or equivalency. All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of contract performance.

2.1.3. Experience: Cardiothoracic Surgeon must have a minimum of four (4) years of continuous work experience within the last five (5) years to ensure the physician's experience is current and relevant.

2.1.4. 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) prior to obtaining approval by the Facility Medical Executive Board and Medical Center Director.

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 physician(s) shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read and write English fluently. Spanish language is a preferred element but not a requirement. Contractor shall provide documents upon request of 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 herein) that govern medical staff behavior.

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 facility. 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 credentials 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 physician(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 physician(s) as required by the VA. Other training may become required. VA will communicate any changes to the training requirement to the contractor.

Training (The following training is mandatory per VHACO for Contracted Key Personnel)	Frequency (once a year, etc.)	Annual Hours
Government Ethics	Annually	1
Prevention of Workplace Harassment/No Fear Act	Every two (2) years	1
VA Core Values Training (ICARE Recommitment)	Annually	0.5
VA Privacy and Information Security Awareness and Rules of Behavior	Annually	1
VHA Privacy and HIPAA Focused Training	Annually	1
ACLS/BLS	Every two (2) years	4
Patient Safety	Once	1
Patient Rights	Once	1
Patient Abuse	Every two (2) years	1

Prevention/Management of Disruptive Behavior/Violence Prevention Level I	Annually	1
EHR	1	1
Vista Imaging	1	1

2.1.8. STANDARD INFECTION CONTROL MEASURES (PPD, IMMUNIZATIONS, ETC.): Contractor shall provide proof of the following for physicians 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 physician(s) 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 {This is applicable to all health care workers}.

2.1.8.3. VARICELLA: Contractors shall provide proof of immunity for all Contractor physicians {This is applicable to all health care workers}.

2.1.8.4. ACELLULAR PERTUSSIS: Contractors shall provide proof of 1 dose of Tdap vaccination for all Contractor physicians {This is applicable to all health care workers}.

2.1.8.5. INFLUENZA: Contractors shall provide proof that all Contractor physicians have received the annual Influenza vaccine unless it is contraindicated. If the Contractor physician has 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 physician(s) {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. Contractor 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 proposal.

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

2.1.11. Conflict of Interest: The Contractor and all Contractor's physician(s) are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants 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 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 RFP 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 program 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 physician(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 proposal, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that the Contractors 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. 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) 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 physicians are prohibited from referring VA patients to contractor's or their own practice(s)

2.6. Inherent Government Functions: Contractor and Contractor's physician(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 physician(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 Contractor's physician(s). When a Contractor or Contractor's physician(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 Contractor's physician(s)) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

2.9. Key Personnel:

2.9.1. The VA Full Time Equivalency (FTE) for the services required is 0.38.

2.9.2. The minimum number of Board Certified/Board Eligible Cardiothoracic Surgeon physician(s) required to be credentialed and available for simultaneous scheduling is two (2) to meet the on-site, on-call, and call-back requirements of this task order. The two (2) key personnel surgeons shall both start on the effective date.

2.9.3. One (1) Board Certified/Board Eligible Cardiothoracic Surgeon physician(s) is required to be on site for scheduled elective clinical procedures and patient evaluations at the clinic on Mondays and Wednesdays from 7:00am to 3:30pm, as well as available as standby for Cath Lab procedures requiring stent placement.

2.9.4. The contractor's physician surgeon shall provide on-call evening/overnight coverage on Mondays and Wednesdays from 3:30pm to 7:00am (15.5 hours coverage) after clinic hours. The contractor's physician surgeon shall be on-call weekdays Tuesday, Thursday, Friday, weekends, and holidays (24 hours daily coverage) for emergency cases and Cath Lab procedures (7:00am 0 7:00am.

2.9.5. As needed, the surgeon will be called to be on-site as stand by for specific/elective Cath Lab procedures during the week. In addition, this physician needs to attend scheduled meetings on Friday mornings from 7:30am–8:30am for discussion of cases as needed. Contractor's key personnel must be available on-site within one (1) hour of notification for back-up and/or emergency cases.

Key Personnel	Official Title	NPI

Substitutes		

2.9.6. 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 physician is unable to complete an assigned shift, the contractor shall provide replacement physician coverage within 2 hours and notify the Contracting Office Representative (COR) immediately of the schedule change. The replacement physician shall be a Board Certified/Board Eligible Cardiothoracic Surgeon that has completed VA credentialing.

2.9.7. Personnel Substitutions: During the first ninety (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 15 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 30 calendar days prior to making any permanent substitutions.

2.9.7.1. 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 15 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.

2.9.7.2. 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 weeks will require the procedure as stated above.

2.9.7.3. 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 patient 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 physician(s), s/he may request, without cause, immediate replacement of said Contractor's physician(s). The CO and COR shall deal with issues raised concerning Contractor's physician(s) conduct. The final arbiter on questions of acceptability is the CO.

2.9.7.4. 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 physician(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: VA business days/hours of operation are Monday to Friday 6:00am – 5:00pm.

Clinic or OR Schedule: Clinic schedule for evaluation of new patients: Monday and Wednesdays 7:00am – 3:30pm; Operating Room schedule Monday and Wednesdays 7:00 – 3:30pm. Clinic is closed on weekdays Tuesdays, Thursdays and Fridays and weekends.

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

3.1.2. Contractor's physician(s) shall be available and present in clinic during normal facility clinic hours, which will be established, and may be revised, as deemed appropriate for patient care by the Chief of Staff. Currently, normal clinic hours are Mondays and Wednesdays 7:00am – 3:30pm.

3.1.2.1. On Call Coverage: Contractor must make a minimum of one (1) physician available on-call during all hours when the facility clinic is closed, including evenings, weekends and holidays.

3.1.2.2. On-call contractor's physician(s) must be available at all times for phone consultations with VA residents and physicians within 30 minutes, and available onsite as needed, for emergency consultations, procedures or as back up for cardiac laboratory procedures, within 60 minutes. For this coverage, a time sheet is needed to reflect time spent onsite, reflecting a two (2) hour block. This timesheet may include up to 30 minutes of travel, discussion of case and support to Cardiac Laboratory physician, until procedure is completed. If cardiac laboratory procedure converts to a surgical procedure, corresponding fee for service will be applied.

3.1.2.3. On call – nights: will include coverage during Monday and Wednesday evening/nights from 3:30pm to 7:00am the next day (15.5 hours coverage).

3.1.2.4. On-call – days: to include days when clinic is closed, (Tuesday, Thursday, and Friday), weekends, and holidays, 7:00am to 7:00am the next day (24-hour coverage).

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: The Surgery Service Chief and COR must be notified 45 days in advance for Contract physician(s) scheduled leave that will require outpatient clinic to be blocked. Any scheduled patient must be rescheduled for an earlier date. Clinic cancellation requests notified in less than 45 days will be subject to COS approval.

4. CONTRACTOR RESPONSIBILITIES

4.1. Clinical Personnel Required: The Contractor shall provide Contractor's physician(s) who are competent, qualified per this performance work statement and adequately trained to perform assigned duties.

4.1.1. Contractor's physician(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. Timesheet will be used for back up coverage for Cardiac Laboratory Procedures.

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

4.2.1. ABTS: American Board of Cardiothoracic Surgery: https://www.abts.org/ .

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

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

4.2.4. The requirements contained in this PWS

4.3 EDUCATION AND SUPERVISION OF HEALTH PROFESSIONS TRAINEES (HPTS):

Education and Supervision of HPTs: Per the guidelines dictated by the VA Office of Academic Affiliations (OAA) Directives and health professions education (HPE) accrediting agencies, the contractor performing the services of the contract will be responsible for the education and supervision of health professions trainees. Contract Provider shall be responsible for:

4.3.1 Education of HPTs: Contractor shall provide an academic environment conducive to the training and professional development of HPTs rotating through the _FILL IN Service in accordance with current VA, accrediting agency, and JC equivalent compliance guidelines. Contractor shall meet the educational objectives of the training program as outlined in the program letter of agreement. Contractor may provide practice-based learning opportunities and/or didactic teaching to HPTs.

4.3.2 Supervision of HPTs: Contractor shall provide supervision of HPTs in accordance with current VA, accrediting agency, and JC equivalent compliance guidelines. Contractor shall ensure HPT supervision in

accordance with VHA Directive 1400.01, Supervision of Physician, Dental, Optometry, Chiropractic, and Podiatry Residents, and VHA Handbook 1400.04, Supervision of Associated Health Trainees. Contractor shall be responsible for overseeing HPTs' acquisition and demonstration of knowledge, skills, attitudes, and professionalism while the HPT participates in patient care. Contractor shall be responsible for periodic evaluation of HPTs and the training program as required by accrediting agencies and program letters of agreement. Contractor shall be responsible for ensuring that all notes and encounters are completed, clearly demonstrate the involvement of the supervising practitioner, and comply with VA standards, equivalent to JC compliance guidelines, standard commercial practice and guidelines established by VHA Directive 1400.01 and VHA Handbook 1400.04. The Contractor shall also perform any administrative duties relative to documentation of HPT training, as required and directed by the VA COS or designated representative.

4.4. Medical Records

4.4.1. Authorities: Contractor's physician(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).

4.4.2. HIPAA: This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a 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.

4.4.3. Disclosure: Contractor's physician(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.

4.4.4. 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: https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=9235 and all guidelines provided by the facility.

4.4.5. 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 VA facility were assigned.

4.4.6. Management for Medical Records: National Archives and Records Administration record disposition requirements are found in RCS 10-1 Chapter 6, 6000 series.

4.5. Direct Patient Care: estimated 90% of the time involved in direct patient care. Contractor shall be responsible for patient evaluation at outpatient and inpatient setting, surgical procedures and back up for Cath Lab procedures.

4.5.1. Scope of Care: Contractor physician(s) shall provide comprehensive clinical Cardiothoracic Surgery services, including but not limited to the following: VATs, Lobectomy's, thoracotomy, diaphragm plication, chest wall hernia repair, decortication, pleurectomy, chest tube management w/tPA. along with other complex Cardiothoracic surgery procedures.

4.5.2. Clinic Responsibilities: Contractor's physician(s) shall be present on time scheduled clinic start times as documented.

4.5.3. Communication of Test Results: 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.

4.5.4. Medications: Contractor's physician(s) shall follow all established medication policies and procedures. No sample medications shall be provided to patients.

4.5.5. Discharge education: Provide discharge education and follow up instructions that are coordinated with the next care setting for all emergency department patients.

4.5.6. Administrative: estimated 10% of time not involved in direct patient care to include discussion of cases during Cardiac Board and biweekly Surgical Mortality and Morbidity (M&M) meetings as required for cardiothoracic cases on Fridays 7:30 – 9:00am. Participation with Professional Practice Review of Providers System (PROPS) Program at VISN level and compliance with Mandatory trainings as required by the Facility.

4.5.6.1. Quality Improvement Meetings: The Contractor's physician(s) shall participate in continuous quality improvement activities and meetings with committee participation as required by the facility Chief of Service, Chief of Staff, or designee.

Meeting	**Frequency**	**Annual Hours**
Surgical M&M	Monthly (as needed)	12 hrs
Cardiac Board	Weekly	52 hrs

4.5.6.2. QA/QI documentation: The Contractor's physician(s) shall complete the appropriate QM/PI documentation pertaining to all procedures, complications and outcome of examinations.

4.5.6.3. Patient Safety Compliance and Reporting: Contractor's physician(s) shall follow all established patient safety and infection control standards of care. Contractor's physician(s) shall make every effort to prevent 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 shall 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 shall notify COR of incident and submit an entry in the VA Patient Safety Reporting System, following up with COR as required or requested.

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

4.6.1. Quality Management/Quality Assurance Surveillance: Contract personnel 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.

4.6.2. 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.

4.6.3. 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 patient 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.

4.6.4. Performance Standards:

4.6.4.1. Measure: Provider Quality Performance

Performance Requirement: All Contractor's physician(s) shall perform in accordance with clinical standards

Standard: Ongoing Provider Performance Evaluation OPPE documentation for all (100%) staff providing services under the contract. All staff (100%) meet Standards. OPPE data will review the following elements:

A. Patient Care Performance

B. Medical/Clinical knowledge

C. Practiced Based Learning and Improvement

D. Interpersonal and Communication Skills

E. Professionalism

F. System Based Practice

Acceptable Quality Level: 100% meet Standards

Surveillance Method: Random Inspection of providers profile records

Frequency: Every six (6) months

4.6.4.2. Measure: Qualifications of Key Personnel

Performance Requirement: All Contractor's physician(s) shall be Board Certified /Board Eligible in accordance with American Association for Thoracic Surgery: https://www.aats.org/Standards for thoracic surgery.

Standard: All (100%) Contractor's physician(s) are board certified.

Acceptable Quality Level: 100%

Surveillance Method: Periodic Inspection or Random Sampling of qualification documents

Frequency: Annually

4.6.4.3. Measure: Scope of Practice/Privileging

Performance Requirement: Contractor's physician(s) perform within their individual scopes of practice/privileging. All physicians must be credentialed in accordance with Medical Center Policies and Procedures.

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

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

Surveillance Method: Random inspection of records.

Frequency: Annually

4.6.4.4. Measure: Patient Access

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

Standard: All (100%) Contractor's physician(s) are on time and available to perform services. Cardiothoracic Surgeon shall be onsite and available during all scheduled cases (First time case starts) and arrived within 30 minutes for emergency cases.

Acceptable Quality Level: Contractor's physician(s) are on-time and available to perform services 95% of the time

Surveillance Method: Periodic Inspection of PeriOp Analytics Program (Surgical Package) and National Surgery Office (NSO) Report for first time starts.

Frequency: Quarterly

4.6.4.5. 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 safety incidents are reported using VA Patient Safety Reporting System within 24 hours of incident.

Surveillance Method: Random sampling by reviewing ten (10) selected patient files and if applies, Patient Safety Reports timeliness will be evaluated.

Frequency: Quarterly

4.6.4.6. 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 physician(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) shall be provided as they are renewed. Licensing and registration information kept current. No acceptable deviation.

Surveillance Method: Periodic Inspection or Random Sampling

Frequency: Annually

4.6.4.7. Measure: Mandatory Training

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

Standard: All (100%) of required training is complete on time by Contractor's physician(s)

Acceptable Quality Level: 100 % completions,

Surveillance Method: Periodic Inspection or Random Sampling

Frequency: Annually

4.6.4.8. Measure: Privacy, Confidentiality and HIPAA

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

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

Acceptable Quality Level: 100 % compliance

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

Frequency: Annually

4.6.4.9. Measure: Documentation: Signature and Co-signature

Performance Requirement: Routine care and routine diagnostic testing: required documentation entered into the computerized medical record as required by Medical Center Policy and Joint Commission policies & procedures.

Standard: Documentation (signature and co-signature) completed within established/required timeframes.

Acceptable Quality Level: 95%

Surveillance Method: Random Sampling. Quarterly review of medical record notes and HIMS Reports.

Frequency: Quarterly

4.6.4.10 Measure: Documentation: Copy and Paste

Performance Requirement: Electronic Medical Record (CPRS) review does not evidence copy and paste

Standard: Copy and Paste practices are not evidenced upon review of medical record

Acceptable Quality Level: 95%

Surveillance Method: Random Sampling. Review of medical record notes and HIMS Reports.

Frequency: Quarterly

4.6.4.11. Measure: Universal Precautions - Ensuring Correct site surgery

Performance Requirement: All surgical procedures are performed on the correct patient, at the correct site and, if applicable, with the correct implant.

Standard: Patient identification, correct site marking, and time-out processes done

Acceptable Quality Level: 100%

Surveillance Method: Periodic inspection of random sampling

Frequency: Quarterly

4.6.4.12. Measure: Performance Measures

Performance Requirement: Surgical Infection Prevention (SIP) Indicator and Venous Thromboembolism Prophylaxis

Standard: Correct Prophylactic Antibiotics (AB's), Prophylactic AB's Start and End Times, Adequate Venous Thromboembolism Prophylaxis

Acceptable Quality Level: 95%

Surveillance Method: Periodic inspection and random sampling

Frequency: Quarterly

4.6.4.13. Measure: Clinical Consults and Patient Care Encounters
Performance Requirement: Consults and Care Encounters will be completed within the established timeframes.

Standard: Documentation requirements to include completion of consults, and completion of care encounters within 24 hours of clinic visit. For Logistics post Implant consults, within 48 hours of implant installation.

Acceptable Quality Level: 95%

Surveillance Method: Monitoring of consult process, Health Administrative Service (HAS) Reports, Logistics Reports

Frequency: Monthly

4.6.4.14. Measure: Customer Service Standards

Performance Requirement: Patient Complaints about the quality of care are reported to the patient advocate, the COR and the contractor for resolution.

Standard: All patient complaints reported are acted upon immediately.

Acceptable Quality Level: 100%

Surveillance Method: Patient Advocate Program Reports (PATS-R), and/or valid complaints.

Frequency: Annually

4.6.4.16 Measure: Surgical Risk Calculator

Performance Requirement: Surgical Risk Calculator tool will be used and properly documented for surgical procedures

Standard: All VASQIP eligible procedures will have a risk calculator documented appropriately prior to surgical intervention.

Acceptable Quality Level: 100%

Surveillance Method: Periodic inspection and random sampling of ten (10) cases.

Frequency: Quarterly

4.6.5. Registration with Contractor Performance Assessment Reporting System

4.6.5.1. 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.

4.6.5.2. 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.

4.6.5.3. 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.

4.6.5.4. 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

5.4. VA Support Personnel, Services or Equipment: VACHS will provide supporting personnel for OR procedures to include Anesthesiologist, Nurse Anesthetist, and Nursing staff such as Registered Nurse and Operating Room technicians. Equipment, supplies, and Instrumentation will be provided by the facility as well.

5.5. Contract Administration/Performance Monitoring: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to: (enter contract administration if not already listed in another area- list the title (not name) and contact information for COR, Clinical point of contact, and any other relevant personnel involved).

5.5.1. CO RESPONSIBILITIES:

CO: Jayne Messer
Network Contracting Office 8 (NCO 8)

Email: Jayne.messer@va.gov
Phone: 239-373-9064

5.5.1.1. 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.

5.5.1.2. 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.

5.5.1.3. If 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.

5.5.2. COR Responsibilities:

Primary COR:
Roberto E. Garcia-Rivera
San Juan VAMC, VA Caribbean Healthcare System (VACHS)
Email: Roberto.garcia-rivera@va.gov
Phone: (787) 641-7582 Ext. 135930

Alternate COR:
Jairo J. De Jesus-Ramirez
San Juan VAMC, VA Caribbean Healthcare System (VACHS)
Email: Jairo.dejesus-ramirez@va.gov
Phone: (787) 641-7582 X 111029

5.5.2.1. 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.

5.5.2.2. 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: enter data that may be collected.

5.5.2.3. The COR will maintain a record-keeping system of services by the use of EHR computer system and VA applications; VistA, Surgical Package, PeriOp Manager. 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, Surgical Package completed cases and VistA application for PCE codification of surgical procedures (CPT) 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.

5.5.2.4. 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.

5.5.2.5. 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 are 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
Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting of contract requirements and performance standards	Upon proposal and as frequently as indicated in the performance standards.	Contracting Officer
Copy of Subcontracting Plan is required for all large businesses. Copy of Contractor Certification Statement if no subcontracting possibilities exist.	Upon proposal and as updated	Contracting Officer
Copies of all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff	Upon proposal and upon renewal of licenses and upon renewal of option periods or change of key personnel.	Contracting Officer with proposal; renewal submitted to VETPRO system.
Certification that staff list have been compared to OIG list	Upon proposal and upon new hires.	Contracting Officer
Proof of Indemnification and Medical Liability Insurance	Upon proposal and upon renewals.	Contracting Officer

Certificates of Completion for Cyber Security and Patient Privacy Training Courses	Before receiving an account on VA Network and annual training and new hires.	Contracting Officer
ACLS/BLS Certification	Upon award 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 proposal 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 20th workday 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)

6.2.1.6 Hourly Rate

6.2.1.7 Quantity of hours worked / Timesheet for Cardiac Surgery Back up

6.2.1.8 Total price

6.3 Vendor Electronic Invoice Submission Methods:

6.3.1 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 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 R*ights 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 a 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 has a need for access to VA information or VA information systems.

(2) Contractor/subcontractor personnel are terminated, suspended, or otherwise has 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 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 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payment*—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) *Interest*.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services;

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

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

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

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

(8) The specification.

(s) *Unauthorized obligations*.

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(End of clause)

C.2 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 the effective date through the 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.3 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 $2,400,000.00;

(2) Any order for a combination of items in excess of $2,400,000.00; or

(3) A series of orders from the same ordering office within 30 calendar 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 30 calendar 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.4 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 the end date.

(End of Clause)

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days of contract expiration. The specified rates under this clause will be those rates in effect under the contract each time an option is exercised under this clause.

(End of Clause)

C.6 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 calendar days before contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.7 52.222-90 ADDRESSING DEI DISCRIMINATIONBY FEDERAL CONTRACTORS (APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

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

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

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

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

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

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

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

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

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

(End of clause)

C.8 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

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

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

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

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

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

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

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

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

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

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

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

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

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

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

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

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

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

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this

contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

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

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) *New FASCSA orders report*.

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

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

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

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

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

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

(End of Clause)

C.9 52.240-93 BASIC SAFEGAURDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION) (NOV 2025)

(a) Definitions. As used in this clause—

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

Federal contract information—

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

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

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

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

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

(b) *Safeguarding requirements*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

C.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/far-overhaul
https://www.acquisition.gov/vaar

FAR Number	Title	Date
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020

52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
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
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (DEVIATION)	NOV 2025
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
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
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION)	NOV 2025
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (DEVIATION)	NOV 2025
52.219-28	POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (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
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (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 ALTERNATE I	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
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD (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
52.244-6DEV	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	MAR 2026
852.204-71	INFORMATION AND INFORMATION SYSTEMS SECURITY	FEB 2023
852.211-76	LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS ALTERNATE I	FEB 2023
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.219-70	MINIMUM REQUIREMENTS (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
852.237-74	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.11 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.12 852.204-72 PERSONNEL VETTING AND CREDENTIALING (MAR 2026)

(a) Definitions. As used in this clause –

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

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

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

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: *N/A*

Tier 5: *N/A*

(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.13 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.

C.14 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) [(I$SUBCONTRACTING_LIMITATIONS_SVC)] 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) [(I$SUBCONTRACTING_LIMITATIONS_CON)] 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) [(I$SUBCONTRACTING_LIMITATIONS_SPC)] 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

D.1 Quality Assurance Surveillance Plan QASP.

D.2 Organizational Conflict of Interest.

D.3 Certification of Immigration and Nationality Act.

D.4 Contractor Rules of Behavior.

D.5 Past Performance Questionnaire.

SECTION E - SOLICITATION PROVISIONS

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

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

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

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

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

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

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

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

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

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

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

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

(4) A summary of the rationale for award.

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

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

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

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

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

INSTRUCTION TO OFFERORS

To provide a basis for sound evaluation by the government, contractors must submit a complete proposal. The information provided must be concise, factual, and complete. Offers 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 proposal is in the best interest of the Government.

All questions must be submitted in writing via email to the Contracting Officer at jayne.messer@va.gov no later than 05-17-2026, by 4:30 PM Eastern Time (ET).

Answers to questions will be addressed via an amendment to the solicitation and will be posted to Contract Opportunities via SAM.gov.

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 proposals unacceptable and ineligible for award. Proposals must be submitted electronically via email to the contracting Officer at jayne.messer@va.gov. It is the responsibility of the contractor to follow up to ensure that the proposal was received no later than the due time of the Request for Proposal (RFP).

52.212-1(b) is hereby tailored to extend the period for acceptance of offers from 60 days to 120 days.

All proposals must be received by Network Contracting Office 8 at the email address listed above no later than the time and date in block 8 of the SF1449.

PROPOSAL SUBMISSION INSTRUCTIONS

FORMAT

The contractor's proposal must consist of Five (5) volumes, General, Technical Capability, Past Performance, Socioeconomic Status 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 RFP number in the header and/or footer.

VOLUMES

- **Volume One (1) – General**
    - Complete RFP blocks 12, 17a, and 30a, b, and c of the SF1449. In doing so, the offeror agrees to the task order terms and conditions as written in the RFP, with attachments.
    - Section B.1a, Continuation of SF1449 Blocks, Contract Administration Data, Fill in: B.1a. Contractor Information; and section nine (9) Acknowledgment of Amendments, if applicable.
    - Complete the required attachments as identified in Section D, attachments one (D.1) through four (D.4) and return all documents.
    - Complete the table in section 2.9 of the PWS identifying key personnel by title/position or level of experience.

- Submit subcontracting Plan (if applicable)

- Offerors seeking to receive credit under VAAR 852.215-70 as a SDVOSB or as a VOSB shall complete and return Attachment D.6.

- **Volume Two (2) – Technical Capability**

Subfactor A – Qualifications & Experience of Candidate(s):

- Provide evidence of professional licensure/certification certifying completion of graduation requirements for all proposed Cardiothoracic Surgeon Physician candidates. Required licensure/certification documentation includes:
    a. Board Certifications/Board Eligible in Cardiac/Thoracic, as appropriate.
    b. Copies of all licenses held in a State, Territory, or Commonwealth of the United States or the District of Columbia.
    c. Evidence of Medical Liability Insurance.
    d. Copies of ACLS/BLS Certifications
    e. Copy of DEA certifications

- Provide Curriculum Vitae's for all proposed Cardiothoracic Surgeon Physician candidates:
    a. Submit curriculum vitae's (CV) for a minimum of two (2) key personnel for consideration documenting current and previous experience in providing training to staff regarding cardiothoracic surgery services, policies, and procedures.
    b. Cardiothoracic Surgeon must have a minimum of four (4) years of continuous work experience within the last five (5) years to ensure the physician's experience is current and relevant.

- Submit National Provider Identifier (NPI) and verification of HHS OIG list.

- Provide Quality Assurance (QA) Procedures and Experience:
    a. Submit a narrative detailing experience in performing QA procedures.
    b. Submit a QA plan discussing QA monitors and performance improvement plans related to Cardiothoracic Surgery.

- Equipment and System Usage: Shall submit a narrative detailing the proposed Cardiothoracic Physician's experience using:

    a. cardiac perfusion pump;
    b. heater-cooler;
    c. Impella Cardiac Assist;
    d. Intra-aortic balloon pump' and e. endoscopic vessel harvesting (EVH) vein harvesting system

Subfactor B – Staffing Plan of Organization:

- Committee Attendance and Participation: Provide documentation discussing the proposed Cardiothoracic Surgeon Physician candidate's ability to attend and participate in committee meetings and presentations, i.e. cardiac board, surgical mortality and morbidity, etc.

- Emergency On-call Coverage: Provide documentation discussing the ability of the proposed Cardiothoracic Surgeon Physician candidates to provide emergency on-call coverage for evenings, nights, weekends, and holidays.

- Response Time: Provide documentation discussing the ability of the proposed Cardiothoracic Surgeon Physician candidate's ability to respond within 30 minutes of a pager/call and be onsite within 60 minutes for emergencies.

- Contingency Plan: Provide documentation describing the company's mechanism in place to hire qualified candidates and its contingency plan in place for continual coverage should personnel leave or are unable to continue performance under the contract.

- Quality Control Plan: Provide documentation describing the contractor's plan for meeting contract requirements and performance standards (reference PWS section 4.6. Performance Standards, Quality Assurance (QA) and Quality Improvement (QI)).

- **Volume Three (3) – Past Performance.**

  - Provide a list of no more than five (5), 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

  - Provide no more than three (3) references from responsible individuals who would have firsthand knowledge of the candidates who may be assigned as part of this contract for each proposed Cardiothoracic Physician Surgeon.

  - Provide up to three (3) completed and signed past performance questionnaires from 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 of this solicitation. The completed and signed past performance questionnaires are

the responsibility of the contractor to ensure that the assessor returns the Past Performance Questionnaires back to the contracting officer prior to RFP closing date to Jayne.messer@va.gov.

- **Volume Four (4) – Socioeconomic Status**

  - Offerors seeking to receive credit under VAAR 852.215-70 as a SDVOSB or as a VOSB shall complete and return VAAR 852.219-75: VA Notice of Limitations on Subcontracting - Certification of Compliance for Services and Construction included in Attachment D.6. Should an Offeror receive an evaluation preference and be selected for award, the applicable clauses included in Attachment D.6 shall be incorporated into the resulting contract.

  - Offerors shall provide their socio-economic status such as Service-Disabled Veteran Owned Small Business (SDVOSB) or Veteran Owned Small Business (VOSB), in order to receive credit in accordance with VAAR 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors. To receive credit as an SDVOSB or VOSB, Offeror must be registered and verified in the Veteran Small Business Certification database at the time of proposal submission. If your business doesn't qualify under one of these small business categories, indicate whether your firm will commit to subcontracting with any SDVOSB, VOSB, in the performance of this contract. Identify the firms you will subcontract with, the products or services they will provide, and the estimated value of the subcontracts.

- **Volume Five (5) – Price**

  - Prices shall be submitted as requested in Section B.2, schedule of services for each line-item number (LIN), including all option periods. The total annual cost shall equal the unit cost multiplied by quantity.

(End of Addendum to 52.212-1)

(End of Provision)

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

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

Technical Factor One (1): Technical Capability
Subfactor A - Qualifications & Experience of Candidate(s);
Subfactor B - Staffing Plan of Organization;
Factor Two (2): Past Performance;
Factor Three (3): Socioeconomic Status
Factor Four (4): Price

Technical, past performance and Socioeconomic Status, 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. The evaluation of options does not obligate the Government to exercise the option(s).

For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services under FAR 52.217-8 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 any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract at the time 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 proposals based on price, unless, after reviewing the proposals, 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.

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

(End of Provision)

ADDENDUM to 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

(a) **Basis for Award:** The Government will award a contract to the responsible contractor whose proposal conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The Government is not obligated to request any additional information from a contractor who does not provide sufficiently detailed information of which a precise evaluation can be made of a contractor's proposal. Failure to submit complete information in the manner as instructed may be grounds to consider the proposal 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 proposal addressing the omission(s).

(c) By submission of its proposal, 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 proposal being considered unacceptable.

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

(e) The following factors will be used to evaluate proposals:

FACTOR ONE (1): Technical Capability:

Subfactor A: Qualifications and Experience of Candidates: The Government will evaluate this subfactor to determine the extent of the proposed candidate's qualifications and experience to perform the required services.

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

FACTOR TWO (2): Past Performance

The information presented 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, VA will consider the relevancy of the projects submitted, to include the size and scope. The Government may evaluate present and past performance information by using data independently obtained from other Government or commercial sources, including, but not limited to: Government databases and personal business experience with the offeror.

The Government may contact references and contact parties other than those identified by the offeror, and information received may be used in the evaluation of the offeror's Past Performance. The evaluation will consider Past Performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. If multiple subcontractors are provided for the same discipline, the government will use the lowest rated subcontractor in the evaluation. The Government reserves the right to obtain and evaluate Past Performance information from any source it deems appropriate including the use Contractor Performance Assessment Reporting System (CPARS).

The Past Performance evaluation will take into account the recency and relevancy of the past performance submissions as discussed above and Offerors will be assigned an overall confidence rating based on the Government's expectation the Offeror will successfully accomplish the current requirements.

Contractors who provide references of work experience from Department of Veterans Affairs Medical Centers will receive a more favorable rating than those without Department of Veterans Affairs experience.

In the case of a contractor without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

FACTOR THREE (3): Socioeconomic Status

Preference will be given to SDVOSBs, or VOSBs whose proposal is equal to or exceeds all other proposals in non-price and price factors and provides the best value to the Government. Furthermore, preference will be given to the SDVOSB whose proposal is equal to or exceeds the other proposals of any VOSB and provides the best value to the Government. Eligible and certified SDVOSBs will receive full credit and VOSBs will receive partial credit. To receive credit, the contractor must be listed at the time of submission of the proposal and at time of award, as a certified SDVOSB/VOSB in the SBA certification database. Non-veteran contractors proposing to use SDVOSBs or VOSBs as subcontractors will receive some consideration under this evaluation factor. Proposals must state the name of the certified SDVOSB and VOSB with whom they intend to subcontract, and a brief explanation of the proposed subcontractors must be listed at the time of submission of proposals and at the time of award, as a certified SDVOSB and VOSB. This factor will be evaluated on a full credit, partial credit, some consideration, or no consideration basis. The contractor and proposed subcontractors must be registered with the U.S. Small Business Administration (SBA) and verified at https://search.certifications.sba.gov/ to receive consideration for this factor. The SDVOSB or VOSB must comply with VAAR Clause 852.219-75 VA Notice of Limitation on Subcontracting - Certificate of Compliance for Services and Construction in Attachment D,6, and all applicable clauses will be incorporated into the SDVOSB's or VOSB's resulting contract.

FACTOR FOUR (4): Price

Except when it is determined in accordance with FAR Overhaul 17.206 (b) not to be in the Government's best interest, the Government will evaluate proposals for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). FAR 52.217-8 will be evaluated in accordance with FAR 52.212-2(b).

(f) Evaluation Approach: Evaluation factors other than price, when combined, are significantly more important than price. However, price could become the determining factor if multiple proposals are determined to be essentially equal. The trade-off between technical, past performance, socioeconomic, and price could result in awarding to other than the lowest priced offeror. Proposals will be considered only from those offerors who are regularly established in the business and proposed personnel to render prompt and satisfactory services while also demonstrating expertise and experience as specified in the RFP.

The Government reserves the right to consider a proposal other than the lowest price that provides additional benefit(s). Proposals may exceed minimum requirements of the solicitation. The Government reserves the right to select a proposal that provides benefit to the Government that exceeds the minimum requirements of the solicitation but is not required to do so. The Government is NOT requesting or accepting alternate proposals. The proposal shall follow the instructions in FAR Overhaul 52.212-1 and Addendum to FAR Overhaul 52.212-1 in submitting their proposal.

The Government will select the best overall proposal, based upon an evaluation of the factors and subfactors above and is determined by an overall assessment of the evaluation factors to represent the BEST VALUE and most advantageous proposal to the Government.

RESPONSIBILITY OF OFFERORS

Responsibility determinations will be made in accordance with FAR 9.1, Responsible Prospective Contractors.

E.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (NOV 2025) (DEVIATION)

(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 (FP-IDIQ) 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 611310.

(2) The small business size standard is $34.5 Million.

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

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

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

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

(c) *Representations*.

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

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

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

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

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

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

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

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

(d) *Notice*.

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

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

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

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

(End of Provision)

E.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:

Jayne Messer, Contracting Officer

jayne.messer@va.gov

Hand-Carried Address:

Department of Veterans Affairs
Network Contracting Office 8 (NCO 8)
8875 Hidden River Pkwy
Tampa FL 33637

Mailing Address:

Department of Veterans Affairs
Network Contracting Office 8 (NCO 8)
8875 Hidden River Pkwy
Tampa FL 33637

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

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

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

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

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

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

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

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

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

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

(f) *Iran Representation and Certifications*.

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

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

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

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

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

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

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

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

(g) *Disclosure*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

E.8 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/far-overhaul
https://www.acquisition.gov/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
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	OCT 2014
52.204-7	SYSTEM FOR AWARD MANAGEMENT-REGISTRATION (DEVIATION)	NOV 2025
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION	NOV 2015
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	AUG 2020
52.209-11	REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW	FEB 2016
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (DEVIATION)	SEPT 2025 MAY 2014
852.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST	OCT 2020
852.215-72	NOTICE OF INTENT TO RE-SOLICIT	OCT 2019
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	SEP 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	SEP 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)

E.9 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter 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 Provision)