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

1. REQUISITION NO.	PAGE 1 OF
523-26-3-1487-0016	73

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C24126Q0457	06-01-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Alison Myers	Email Only	06-30-2026 15:00 EDT

9. ISSUED BY	CODE
Department of Veterans Affairs Network Contracting Office 1 (NCO 1) Contracting Officer (90C) 718 Smyth Rd. Manchester NH 03104	

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [X] 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: 621610

SIZE STANDARD: $19 Million

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

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

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
Department of Veteran Affairs VA Medical Centers (multiple) See PWS for details		Department of Veterans Affairs Network Contracting Office 1 (NCO 1) Contracting Officer (90C) 718 Smyth Rd. Manchester NH 03104	

17a. CONTRACTOR/OFFEROR CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
		Department of Veterans Affairs Financial Services Center http://www.fsc.va.gov/einvoice.asp See VAAR 852.232-72 Austin TX 78714-9971	

TELEPHONE NO. UEI: EFT:

PHONE: FAX:

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

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 Ambulatory Electroencephalogram (aEEG) Technical Services in accordance with the Performance Work Statement attached herein. Offerors have 12 calendar days to submit questions to this Request for Offer (RFO); all questions must be received NLT 11:59PM EST 14 JUNE 2026. Offers are due NLT 15:00PM EST 30 JUNE 2026. SECTION E houses Instructions to Offerors and Evaluation Criteria. A Firm-Fixed Unit Price contract with a base year and four option years is anticipated. Target award is Summer 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)

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

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

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

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

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

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

Table of Contents

SECTION A 1

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES.....1

SECTION B - CONTINUATION OF SF 1449 BLOCKS 4

B.1 CONTRACT ADMINISTRATION DATA..... 4
B.2 PERFORMANCE WORK STATEMENT 5
B.3 PRICE/COST SCHEDULE 16
ITEM INFORMATION 16
B.4 DELIVERY SCHEDULE 22

SECTION C - CONTRACT CLAUSES 23

C.1 ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 23
C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 23
C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) ...23
C.4 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026) 23
C.5 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION).....24
C.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 34

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS 36

D.1 ATTACHMENT 1 – AEEG QASP.....36
D.2 ATTACHMENT 2 – AEEG CONTRACTOR RULES OF BEHAVIOR 43
D.3 ATTACHMENT 3 – AEEG CONTRACTOR CERTIFICATION 48
D.4 ATTACHMENT 4 – AEEG PAST PERFORMANCE SURVEY.....49
D.5 ATTACHMENT 5 – AEEG PRICING INDEX 50
D.6 ATTACHMENT 6 – AEEG WAGE DETERMINATIONS 54

SECTION E - SOLICITATION PROVISIONS.....60

E.1 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) (DEVIATION OCT 2025) 60
E.2 ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES 61
E.3 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (DEVIATION OCT 2025).....64
E.4 ADDENDUM to FAR 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (DEVIATION OCT 2025).....66
E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) 66
E.6 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION).....67
E.7 52.233-2 SERVICE OF PROTEST (SEP 2006).....67
E.8 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION).....68

E.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018).....72
E.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....72

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C241
Department of Veterans Affairs
Network Contracting Office 1 (NCO 1)
Contracting Officer (90C)
718 Smyth Rd.
Manchester NH 03104

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]

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

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

AMENDMENT NO	DATE

B.2 PERFORMANCE WORK STATEMENT

Ambulatory Electroencephalogram Technical Services

This is a non-personal services contract; the Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor, who in turn is responsible to the Government.

1.0 GENERAL

1.1. Background: These services are part of the National TeleEEG and TeleEpilepsy program (NTEEG-EP). NTEEG-EP clinical providers have observed the need for ambulatory electroencephalogram (EEG) technical services to provide patients with faster service in areas that are impacted with long wait times, geographically remote constraints and/or lack of qualified resources to provide testing where it's needed, when it's needed.

1.2. Scope: The Contractor shall provide qualified technical personnel, supervision, scheduling support, equipment, materials, supplies, transportation, tools, travel, documentation, secure information handling, a propriety cloud based interoperable platform to store and access EEG studies, management necessary to set up, acquire, complete, upload, and support the technical portion of ambulatory electroencephalogram (aEEG) studies to be performed in Veterans' homes or other Government-approved locations, as ordered by authorized providers. Neurologist professional services providing a study read will be provided by the NTEEG-EP clinicians; Contractor shall not provide Neurologists for study reads. All contracted services shall be performed in accordance with this PWS, the medical order, applicable VA privacy and security requirements, applicable Federal records management requirements, and applicable clinical and technical standards.

1.3. Objectives: In accordance with the full scope identified herein, the Contractor shall fulfill the technical portion of the aEEG study orders that fall into two categories: WITH Video or WITHOUT Video. Each category houses sub-categories which stipulate the duration of the study: 24-hour, 48-hour or 72-hour study, as follows:

TASK: aEEG Study	
Task X001AA	24-hour aEEG study with video
Task X001AB	48-hour aEEG study with video
Task X001AC	72-hour aEEG study with video
Task X001AD	24-hour aEEG study without video
Task X001AE	48-hour aEEG study without video
Task X001AF	72-hour aEEG study without video

*** *Ordered studies shall primarily consist of 48-hour and 72-hour aEEG recordings, with or without synchronized video as specified in the order. Twenty-four-hour studies shall be performed only when specifically ordered by the Government.*

1.4. Period of Performance: The period of performance shall be for one (1) base year of 12-months and four (4) 12-month option years, to be exercised at the discretion of the Government in accordance with the Option to Extend the Term of the Contract and Availability of Funds for the Next Fiscal Year clauses, FAR 52.217-9 and FAR 52.232-19 respectively.

2.0 Applicable Standards, Laws, and Directives

2.1. American Clinical Neurophysiology Society (ACNS) Guidelines, including minimum technical requirements for clinical EEG, standard electrode position nomenclature, standard montages for clinical EEG, and recording clinical EEG on digital media.

2.2. HIPAA Privacy, Security, and Breach Notification Rules, 45 CFR Parts 160 and 164, including Subpart D.

2.3. VAAR 852.204-71, Information and Information Systems Security.

2.4. VA Directive 6500 series and associated VA handbooks governing cybersecurity, contract security, privacy, and electronic media sanitization.

2.5. VA Directive 6300 and applicable records management policies, Federal Records Act requirements, and NARA requirements under 36 CFR Chapter XII.

2.6. VA Directive and Handbook 0710, Personnel Security and Suitability Program, as applicable.

2.7. Section 508 of the Rehabilitation Act, 29 U.S.C. § 794d, for contractor-provided electronic and information technology and related materials furnished under this requirement.

2.8. Applicable FDA requirements and manufacturer maintenance requirements for medical devices and equipment used in performance.

2.9. Applicable VA infection control standards, home-based care safety requirements, and patient privacy requirements for in-home services.

3.0 Definitions

3.1. **Ambulatory Electroencephalogram (aEEG):** Continuous EEG recording performed in the Veteran's home or other approved location for the ordered duration, with or without synchronized video.

3.2. **Authorized Provider:** A VA credentialed clinician authorized to order an aEEG study.

3.3. **Certified EEG Technologist:** A technologist trained and qualified to perform ACNS-compliant setup, electrode placement, impedance checks, annotation, clipping/pruning, technical troubleshooting, and electrode removal.

3.4. **Interoperable Platform:** A secure, contractor-hosted web-based system used to upload and make EEG studies and related technical data available to authorized Government users.

3.5. **Contingency Operations:** Documented contractor measures used to sustain uninterrupted performance during weather events, staffing shortages, equipment failures, connectivity issues, or other disruptions.

3.6. **Study Completion:** The point at which the ordered aEEG recording period has ended, electrodes have been removed as appropriate, required technical actions have been completed, and the study is ready for upload and Government access.

4.0 Place of Performance

4.1. Critical areas. Northport, New York; Baltimore, Maryland; Gainesville, Florida; Detroit, Michigan and Saginaw, Michigan.

4.2. Additional coverage. The Contractor shall support a service radius up to 200 miles from five designated Veterans Affairs Medical Centers (VAMC) referenced below.

NORTHEAST
NORTHPORT VA MEDICAL CENTER 79 Middleville Rd. Northport, NY 11768
BALTIMORE VAMC 10 North Greene Street Baltimore, MD 21201-1524
SOUTHEAST
MALCOLM RANDALL VA MEDICAL CENTER 1601 SW Archer Rd. Gainesville, FL 32608
MIDWEST
JOHN D DINGELL VA MEDICAL CENTER 4646 John R St. Detroit, MI 48201
ALEDA E LUTZ VA MEDICAL CENTER 1500 Weiss St. Saginaw, MI 48602

4.3. Orders placed over 200 miles from the VAMCs noted above are not authorized under this contract and shall not be fulfilled.

4.4. The Contractor shall maintain consistent quality, timeliness, privacy, security, and technical performance across all permissible order locations, as noted in this section.

4.5. **The contractor shall provide one single interoperable web-based platform across all permissible locations for the upload, retrieval and review of EEG studies acquired.**

5.0 Contractor Performance Requirements

5.1. Personnel Screening, Training, and Conduct

5.1.1. Before performing services or obtaining access to VA information, VA information systems, or PHI, Contractor personnel shall complete all required background investigations, screening, onboarding, and training required by VA.

5.1.2. Contractor personnel shall sign the applicable VA Rules of Behavior before access is granted and shall complete required annual VA privacy and information security training, including any role-based training required by the Government.

5.1.3. The Contractor shall provide training completion evidence to the CO and/or COR within required timeframes and annually thereafter.

5.1.4. Contractor personnel shall conduct themselves professionally in Veterans' homes and shall comply with all VA patient rights, privacy, infection control, and home-based safety requirements.

5.2. Equipment, Materials, and Supplies

5.2.1. The Contractor shall provide all equipment, supplies, consumables, video capability when ordered, transportation resources, and other materials required to perform ordered aEEG services.

5.2.2. All EEG equipment used in Veterans' homes shall be FDA-cleared, electrically safe, maintained in accordance with manufacturer requirements, sanitized between uses, and suitable for secure clinical use.

5.2.3. The Contractor shall maintain sufficient backup equipment and supplies to support contingency events for uninterrupted performance.

5.3. Study Setup and Acquisition

5.3.1. The Contractor shall perform patient head measurement and electrode placement according to the International 10/20 and 10/10 system, as clinically appropriate, and in accordance with ACNS guidelines.

5.3.2. The Contractor shall document beginning and ending, impedance checks in the study record.

5.3.3. The Contractor shall apply required montages, technical parameters, annotations, and metadata consistent with ACNS guidelines and the medical order.

5.3.4. When video is ordered, the Contractor shall provide synchronized video capture, intermittent technical monitoring, annotation, clipping, pruning, and related technical support, as stipulated in the order.

5.3.5. The Contractor shall complete electrode removal, finalize the study, and prepare the technical record for upload and Government review.

5.4. Ordering

5.4.1. The NTEEG-EP will receive an Interfacility Consult (IFC) from the ordering provider. This consult will be contained within the electronic health record internal to the VA. NTEEG-EP will communicate with the contractor of the aEEG request.

5.4.2. Once the Contractor receives notification from NTEEG-EP, which includes all aEEG order specifications along with patient contact information, the Contractor shall coordinate directly with the Veteran, or caregiver, to schedule the aEEG.

5.4.3. The Contractor shall perform services at times mutually agreeable to the Veteran and consistent with the medical order.

5.4.4. The exact number, timing, and frequency of studies are not guaranteed. Performance shall be scheduled at times mutually agreeable to the Veteran and consistent with the medical order.

5.4.5. Actual quantities and service location will depend on Government orders, clinical need, and available funding.

5.4.6. Both the Contractor and the Government shall/will manage ordering to ensure ordering does not exceed the available funding obligation(s). The Contractor shall not perform services beyond funded amounts without prior written direction from the Contracting Officer.

5.5. Platform Interoperability, Upload and Availability

5.5.1. The Contractor shall provide, operate, and maintain a single, proprietary, cloud-based, secure, and fully interoperable platform that is identically deployed and configured across all designated locations. This platform shall be the sole system used to provide NTEEG-EP and all authorized Government personnel with timely access to completed studies and all associated technical data.

5.5.2. The Contractor shall not implement alternate versions, site-specific configurations, customized builds, or any variation of the platform across locations. A single, standardized, uniform system is required to ensure interoperability, data consistency, and seamless access for NTEEG-EP.

5.5.3. All databases utilized to track patient information, event reporting, and communications shall be fully encrypted in accordance with applicable security requirements.

5.5.4. The Contractor shall maintain platform compatibility, usability, and availability sufficient to support uninterrupted Government access and review.

5.5.5. The Contractor shall upload completed aEEG studies, including EEG data and synchronized video, when ordered, to a secure interoperable platform within the required performance timeframes.

5.5.6. The Contractor shall maintain platform uptime of at least 99%, excluding scheduled maintenance communicated in advance to the Government.

5.5.7. The Assessment and Authorization (A&A) requirements do not apply, and a Security Accreditation Package is not required.

5.6. Quality Management, Support and Reviews

5.6.1. The Contractor shall maintain a quality management process that ensures consistent technical quality, turnaround times, accessibility, and platform compatibility across all service locations.

5.6.2. The Contractor shall provide monthly quality and capacity reporting and shall participate in quarterly review meetings with the Government to review performance, service capacity, trends, deficiencies, and remediation actions.

5.6.3. The Contractor shall respond to Government clinical and operational inquiries within one business day.

5.6.4. The Contractor shall provide initial training, orientation, and updated support materials for Government-designated personnel on contractor systems and workflows.

5.7. Continuity of Operations

5.7.1. The Contractor shall maintain documented contingency plans and operational redundancy sufficient to continue services during inclement weather, staffing shortages, acts of God, equipment failures, connectivity issues, or other disruptions.

5.7.2. The Contractor shall activate contingency measures within four hours of a disruption affecting performance and shall document the actions taken, restoration time, root cause, and corrective actions.

6.0 Personnel Staffing

6.1. Personnel Staffing and Qualifications

6.1.1. The Contractor shall provide registered or otherwise properly qualified electroencephalogram (EEG) technologists; the minimum qualification standard for all EEG technologists assigned is as follows:

	Minimum Qualification Standard	**Preferred**
Education:	High School diploma or GED equivalent	Graduate of a CAAHEP accredited END training program or completion of an ABRET recognized program.
Experience:	Minimum one year performing in the EEG specialty; includes training in ACNS standards; 10/20 and 10/10 electrode placement; impedance checks, annotation, clipping, pruning, and electrode removal.	Two years performing in EEG specialty
Certification:		Current board registry in EEG (R.EEGT) American Board of Registration of Electroencephalographic and Evoked Potential, and Basic Life Support (BLS)

6.1.2. The Contractor shall provide sufficient qualified personnel to perform all ordered services without degradation in timeliness, quality, or compliance across all locations.

6.2. Key Personnel

6.2.1. The Contractor shall designate a Program Manager or Operations Lead; this position is considered a key personnel position.

6.2.2. Substitution of key personnel shall require prior written approval by the Contracting Officer and shall meet or exceed the qualifications of the individual being replaced.

6.2.3. The Contractor shall notify the COR and Contracting Officer when key personnel departure or removal is anticipated; notification of this kind shall be made as soon as possible, and a replacement identified within 30 days.

6.3. Background Checks

6.3.1. The Contractor shall complete background checks on all aEEG technologist assigned to complete orders PRIOR to receiving any order.

6.3.2. The Contractor shall administer a background check and receive zero negative findings in order to be assigned/perform any aEEG studies either in-home or at other Government facilities.

7.0 Security, Privacy and Information Protection Requirements

7.1. The Contractor shall comply with VAAR 852.204-71 and all applicable VA privacy and information security requirements.

7.2. The Contractor shall execute and maintain a Business Associate Agreement (BAA) before creating, receiving, maintaining, or transmitting PHI on behalf of the Government.

7.3. The Contractor shall not connect contractor-owned systems to the VA network unless expressly authorized in writing by the Contracting Officer and approved in accordance with VA security requirements. Government users may access the Contractor's secure, cloud-based system through authorized means.

7.4. The Contractor shall encrypt VA sensitive information and PHI in transit and at rest using FIPS 140-2 or FIPS 140-3 validated cryptographic modules, as applicable.

7.5. Contractor-hosted environments storing or processing VA sensitive information shall be located within the United States unless otherwise authorized in writing by the Contracting Officer.

7.6. The Contractor shall limit logical and physical access to VA information and systems to only those personnel whose access is necessary for contract performance.

7.7. The Contractor shall immediately notify the COR, designated ISO, and Privacy Officer of any known or suspected security incident, privacy incident, or unauthorized disclosure involving VA information or PHI, and shall cooperate fully with VA and any law enforcement entity having jurisdiction.

7.8. The Contractor shall maintain and make available upon request compliance evidence, including training records and, as applicable, security documentation such as system security plans, privacy threshold analyses/privacy impact assessments, vulnerability scan results, continuous monitoring artifacts, or equivalent evidence required by VA.

7.9. The Contractor shall flow down all applicable privacy and security requirements to subcontractors and third-party service providers that create, receive, maintain, or transmit VA information or PHI.

7.10. The Contractor shall notify the Contracting Officer immediately when an employee with access to VA information, VA systems, or contract data is reassigned, departs employment, or is subject to an unfriendly termination.

7.11. Liquidated Damages. If a breach involving sensitive personal information occurs, liquidated damages may apply in accordance with applicable VA policy. Where required by VA, the Contractor shall cooperate with the Government's independent risk analysis and any associated mitigation actions.

7.11.1. Consistent with the requirements of 38 U.S.C. §5725, a contractor may require access to sensitive personal information (SPI). If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the Contractor processes or maintains under this contract.

7.11.2. The Contractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

8.0 Records Management, Confidentiality and Nondisclosure

8.1. The Contractor shall comply with all applicable records management laws and policies, including the Federal Records Act, NARA requirements, VA Directive 6300, and applicable VA records schedules.

8.2. All records created in the performance of this contract and delivered to or under the legal control of the Government are Federal records and shall be managed accordingly.

8.3. The Contractor shall not destroy, remove, alter, or disclose Government records or VA information without prior written authorization from the Government.

8.4. At contract completion or termination, the Contractor shall return or otherwise manage records and data as directed by the Contracting Officer, and any authorized destruction shall comply with applicable NARA and VA media sanitization requirements.

8.5. The Contractor shall not release information related to this contract, including press releases, marketing materials, or responses to external inquiries, without prior written approval of the Contracting Officer.

8.6. The preliminary and final deliverables, supporting work papers, and other materials generated in performance of this contract are the property of the U.S. Government unless otherwise specified by law or contract.

9.0 Performance Metrics and Surveillance Basis

The Contractor shall meet the following minimum performance requirements. Failure to meet these requirements may result in corrective action, increased surveillance, price reductions or withholding where authorized, and other contractual remedies.

Metric	Performance Requirement	Acceptable Quality Level (AQL)	Surveillance Method
Study upload timeliness	Completed studies shall be uploaded and available to the Government within 8 hours of study completion.	≥95%	Monthly performance report and platform timestamps
Data quality / ACNS compliance	Studies shall meet ACNS technical standards, including correct montage, documented impedance checks, and complete annotations when required.	≥98%	Monthly quality analysis, Clinical reviews and sample technical audits
Data quality / ACNS compliance	Studies shall meet ACNS technical standards, including correct montage, documented impedance checks, and complete annotations when required.	≥98%	Monthly quality analysis and sample technical audits
Response to inquiries	Contractor shall respond to	100%	Communication logs

Metric	Performance Requirement	Acceptable Quality Level (AQL)	Surveillance Method
	Government clinical/operational inquiries within 1 business day.		
System uptime	Interoperable platform availability, excluding scheduled maintenance.	≥99%	System availability reports
Training completion	Assigned personnel shall complete required orientation, privacy, and security training before performing services.	100%	Training certificates and records
Contingency activation	Contractor shall activate contingency plans and document actions when a disruption affects performance.	Within 4 hours	Incident and continuity reports

10.0 Deliverables

Deliverable	Content / Format	Due
Completed aEEG study	EEG dataset and synchronized video (if ordered); technical notes; annotations; required metadata; uploaded via secure interoperable platform.	Per ordered study and performance metric
Monthly Quality and Capacity Report	Turnaround times, study volumes, ACNS compliance, exceptions, platform performance, deficiencies, and corrective actions.	Monthly, not later than the 5th business day
Incident / Continuity Report	Description of disruption, actions taken, restoration time, root cause, and prevention measures.	Per event; within 2 business days after restoration
Training and Support Materials	User guides, workflow aids, system training materials, and updates following material system changes.	Prior to service start; updates as needed
Quarterly Review Presentation	Attendance/participation and presentation of performance, capacity, trends, and remediation status.	Quarterly, as scheduled by the Government

11.0 Inspection, Acceptance and Invoicing

11.1. The Government will inspect and accept services to determine conformance with this PWS and any applicable order requirements.

11.2. Non-conforming services shall be corrected, re-performed, or otherwise remedied by the Contractor at no additional cost to the Government, unless the Government directs another remedy authorized by the contract.

11.3. Invoices shall be submitted in accordance with contract instructions and shall reference accepted services and corresponding order numbers, if applicable.

12.0 Government Responsibilities

12.1. The Government will issue authorized orders based on clinical need and available funding.

12.2. The Government will identify authorized ordering providers and Government-designated points of contact for operational coordination.

12.3. The NTEEG-EP, through the applicable VA contracting office and program office, will administer the contract and adjudicate invoices in accordance with contract terms.

13.0 Subcontracting and Flow-Down Requirements

13.1. The Contractor shall remain fully responsible for the performance of all subcontractors.

13.2. The Contractor shall flow down the substance of all applicable technical, privacy, security, records management, training, and nondisclosure requirements contained in this PWS and incorporated contract clauses to all subcontractors performing under this requirement.

13.3. The Contractor shall obtain Contracting Officer approval before entering into a subcontract relationship that requires disclosure of Government information, documentary materials, or records generated under this contract, when such approval is required by contract or VA policy.

14.0 Section 508 and Electronic Information

Any electronic and information technology, web-based materials, user guides, training materials, or related electronic deliverables furnished under this requirement shall comply with applicable Section 508 accessibility requirements.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Base POP Begin: 07-15-2026	1.00	LT	NSP	NSP

	POP End: 07-14-2027				
0001AA	24-HOUR aEEG Study - with VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Base POP Begin: 07-15-2026 POP End: 07-14-2027	5.00	EA	_____	_____
0001AB	48-HOUR aEEG Study - with VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Base POP Begin: 07-15-2026 POP End: 07-14-2027	25.00	EA	_____	_____
0001AC	72-HOUR aEEG Study - with VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Base POP Begin: 07-15-2026 POP End: 07-14-2027	55.00	EA	_____	_____
0001AD	24-HOUR aEEG Study - WITHOUT VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Base POP Begin: 07-15-2026 POP End: 07-14-2027	5.00	EA	_____	_____
0001AE	48-HOUR aEEG Study - WITHOUT VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Base POP Begin: 07-15-2026 POP End: 07-14-2027	25.00	EA	_____	_____
0001AF	72-HOUR aEEG Study - WITHOUT VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Base POP Begin: 07-15-2026 POP End: 07-14-2027	55.00	EA	_____	_____
1001	AMBULATORY EEG IN HOME TECHNICAL SERVICES	1.00	LT	NSP	NSP

Contract Period: Option 1
POP Begin: 07-15-2027
POP End: 07-14-2028

1001AA 5.00 EA _____ _____
24-HOUR aEEG Study - with VIDEO
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 1
POP Begin: 07-15-2027
POP End: 07-14-2028

1001AB 25.00 EA _____ _____
48-HOUR aEEG Study - with VIDEO
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 1
POP Begin: 07-15-2027
POP End: 07-14-2028

1001AC 55.00 EA _____ _____
72-HOUR aEEG Study - with VIDEO
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 1
POP Begin: 07-15-2027
POP End: 07-14-2028

1001AD 5.00 EA _____ _____
24-HOUR aEEG Study - WITHOUT VIDEO
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 1
POP Begin: 07-15-2027
POP End: 07-14-2028

1001AE 25.00 EA _____ _____
48-HOUR aEEG Study - WITHOUT VIDEO
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 1
POP Begin: 07-15-2027
POP End: 07-14-2028

1001AF 55.00 EA _____ _____
72-HOUR aEEG Study - WITHOUT VIDEO
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 1
POP Begin: 07-15-2027
POP End: 07-14-2028

2001	1.00	LT	NSP	NSP
AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 2 POP Begin: 07-15-2028 POP End: 07-14-2029					
2001AA	5.00	EA		
24-HOUR aEEG Study - with VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 2 POP Begin: 07-15-2028 POP End: 07-14-2029					
2001AB	25.00	EA		
48-HOUR aEEG Study - with VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 2 POP Begin: 07-15-2028 POP End: 07-14-2029					
2001AC	55.00	EA		
72-HOUR aEEG Study - with VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 2 POP Begin: 07-15-2028 POP End: 07-14-2029					
2001AD	5.00	EA		
24-HOUR aEEG Study - WITHOUT VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 2 POP Begin: 07-15-2028 POP End: 07-14-2029					
2001AE	25.00	EA		
48-HOUR aEEG Study - WITHOUT VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 2 POP Begin: 07-15-2028 POP End: 07-14-2029					
2001AF	55.00	EA		
72-HOUR aEEG Study - WITHOUT VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 2 POP Begin: 07-15-2028 POP End: 07-14-2029					

3001	1.00	LT	NSP	NSP
AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 3 POP Begin: 07-15-2029 POP End: 07-14-2030					
3001AA	5.00	EA		
24-HOUR aEEG Study - with VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 3 POP Begin: 07-15-2029 POP End: 07-14-2030					
3001AB	25.00	EA		
48-HOUR aEEG Study - with VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 3 POP Begin: 07-15-2029 POP End: 07-14-2030					
3001AC	55.00	EA		
72-HOUR aEEG Study - with VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 3 POP Begin: 07-15-2029 POP End: 07-14-2030					
3001AD	5.00	EA		
24-HOUR aEEG Study - WITHOUT VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 3 POP Begin: 07-15-2029 POP End: 07-14-2030					
3001AE	25.00	EA		
48-HOUR aEEG Study - WITHOUT VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 3 POP Begin: 07-15-2029 POP End: 07-14-2030					
3001AF	55.00	EA		
72-HOUR aEEG Study - WITHOUT VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES					

Contract Period: Option 3
POP Begin: 07-15-2029
POP End: 07-14-2030

4001 1.00 LT NSP NSP
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 4
POP Begin: 07-15-2029
POP End: 07-14-2030

4001AA 5.00 EA _____ _____
24-HOUR aEEG Study - with VIDEO
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 4
POP Begin: 07-15-2029
POP End: 07-14-2030

4001AB 25.00 EA _____ _____
48-HOUR aEEG Study - with VIDEO
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 4
POP Begin: 07-15-2029
POP End: 07-14-2030

4001AC 55.00 EA _____ _____
72-HOUR aEEG Study - with VIDEO
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 4
POP Begin: 07-15-2029
POP End: 07-14-2030

4001AD 5.00 EA _____ _____
24-HOUR aEEG Study - WITHOUT VIDEO
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 4
POP Begin: 07-15-2029
POP End: 07-14-2030

4001AE 25.00 EA _____ _____
48-HOUR aEEG Study - WITHOUT VIDEO
AMBULATORY EEG IN HOME TECHNICAL SERVICES
Contract Period: Option 4
POP Begin: 07-15-2029
POP End: 07-14-2030

4001AF	72-HOUR aEEG Study - WITHOUT VIDEO AMBULATORY EEG IN HOME TECHNICAL SERVICES Contract Period: Option 4 POP Begin: 07-15-2029 POP End: 07-14-2030	55.00	EA	_____	_____

GRAND TOTAL _____

B.4 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001	IAW PWS	1.00	TBD
1001	IAW PWS	1.00	TBD
2001	IAW PWS	1.00	TBD
3001	IAW PWS	1.00	TBD
4001	IAW PWS	1.00	TBD

SECTION C - CONTRACT CLAUSES

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

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

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

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

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

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of Clause)

C.4 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

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

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions),

contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

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

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

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

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

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

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

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

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

(End of Clause)

C.5 52.240-91 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 Provision)

C.6 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/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Clause)

FAR Number	Title	Date
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)(DEVIATION)	NOV 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (DEVIATION)	NOV 2025
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	NOV 2023
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)(DEVIATION)	NOV 2025
52.219-8	UTILIZTATION OF SMALL BUSINESS CONCERNS (JAN 2025)(DEVIATION)	NOV 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING (OCT 2022) (DEVIATION)	NOV 2025
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM RE-REPRESENTATION (JAN 2025)(DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (JUN 2003)(DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (DEVIATION)	NOV 2025
52.222-36	EQUAL OPPORTUNITIES FOR WORKERS WITH DISABILITIES (JUN 2020)(DEVIATION)	NOV 2025
52.222-37	EMPLOYENT REPORTS ON VETERANS (JUN 2020) (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) (DEVIATION)	NOV 2025
52.222-50	COMBATTING TRAFFICKING IN PERSONS (OCT 2025) (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT EELIGIBILITIY VERIFICATION (JAN 2025)	NOV 2025

	(DEVIATION)	
52.223-23	SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) (DEVIATION FEB 2025) (DEVIATION)	NOV 2025
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.222-41	SERVICE CONTRACT LABOR STANDARDS (AUG 2018) (DEVIATION)	NOV 2025
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)(DEVIATION)	NOV 2025
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)(DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)(DEVIATION)	NOV 2025
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023
852.215-71	EVALUATION FACTOR COMMITMENTS	OCT 2019
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

(End of Addendum to 52.212-4)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENT 1 – AEEG QASP

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

AMBULATORY ELECTROENCEPHALOGRAM TECHNICAL SERVICES

The contractor will be evaluated in accordance with the following:

1. PURPOSE

A. This Quality Assurance Surveillance Plan (QASP) establishes the surveillance framework, performance standards, inspection methods, and deficiency management procedures the Government will use to monitor contractor performance under the Ambulatory EEG Services contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

B. This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

C. This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

D. Contracting Officer (CO). The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance. Assigned CO: Emily Hatcher, NCO-1, Healthcare Resource Team

E. Contracting Officer's Representative (COR). The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes

on the Government's behalf. Assigned COR: Thomas Hebert, COR/Administrative Officer, National TeleEEG and Epilepsy Program (NTEEG-EP)

F. Program Office. The Government Program Office performs clinical and operational validation, including ACNS-related quality review and technical support compliance sampling. Assigned Program: NTEEG-EP

G. Information Security/Privacy Officials. Security team provides support review of privacy, cybersecurity, incident handling, and records-management compliance when required. Assigned: NTEEG-EP ISSO

3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s)

for this contract.

Primary: Alternate:

4. CONTRACTOR REPRESENTATIVES

H. The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

I. The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

5. METHODS OF QA SURVEILANCE

Various methods exist to monitor performance. The COR may use one, some or all of the following surveillance methods in the administration of this QASP.

J. Direct Observation/100% Inspection: The COR inspects every deliverable or service for critical compliance elements.

K. Random Sampling: The COR audits a random selection of work to evaluate performance against the AQL for recurring technical deliverables, periodic performance reviews and trend analysis across service categories and locations. Random sampling shall include not less than 10% of completed studies each month and shall be selected using a rotating or randomized approach to ensure representative coverage across study duration, video status, and service location.

L. Periodic Inspection: Inspections shall be unscheduled and/or conducted quarterly, per COR delegation, or as needed.

M. Customer Feedback: May be obtained either from the results of formal/informal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing, the detailed nature of the complaint must be signed and forwarded to the COR. The COR shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file. The COR shall also keep the tabulated results of all customer satisfaction surveys on file and shall enter the summary results into the Surveillance Activity Checklist. Copies of all records shall be submitted to the CO upon receipt for placement in the official contract file, and when necessary, determination of actions.

38

6. QASP PERFORMANCE METRICS AND SURVEILLANCE MATRIX

Metric	Performance Requirement	Acceptable Quality Level (AQL)	Surveillance Method
Study upload timeliness	Completed studies shall be uploaded and available to the Government within 8 hours of study completion.	≥95%	Monthly performance report and platform timestamps
Data quality / ACNS compliance	Studies shall meet ACNS technical standards, including correct montage, documented impedance checks, and complete annotations when required.	≥98%	Monthly quality analysis, Clinical reviews and sample technical audits
Technical Support Compliance	Required monitoring, annotation, clipping, pruning, and troubleshooting completed when ordered.	>=98%	Clinical audit and case sampling
Response to inquiries	Contractor shall respond to Government clinical/operational inquiries within 1 business day.	100%	Communication logs
System uptime	Interoperable platform availability, excluding scheduled maintenance.	≥99%	System availability reports
Training completion	Assigned personnel shall complete required orientation, privacy, and security training before performing services.	100%	Training certificates and records
Contingency activation	Contractor shall activate contingency plans and document actions when a disruption affects performance.	Within 4 hours	Incident and continuity reports

7. DOCUMENTING PERFORMANCE

N. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR).

O. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and CO determine that a formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

P. The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CR will also state how long after receipt the contractor must present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor’s performance and the acceptability of the Contractor’s corrective action plan.

Q. Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO.

R. During contract performance, the COR will periodically analyze whether the negotiated frequency of surveillance is appropriate for the work being performed. The COR shall meet with the contractor as often as needed to assess performance and shall provide a written assessment.

8. CPAR RATINGS ASSIGNED TO QASP ITEMS:

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used (Reference: CPARS User Manual https://www.cpars.gov/pdfs/CPARS-Guidance.pdf p. A2-1):

EXCEPTIONAL:	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for whIch corrective actions taken by the contractor were highly effective. ***Note:*** *To justify an Exceptional rating, you should identify multiple significant events in each category and state how it was a benefit to the GOVERNMENT. However, a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.*
VERY GOOD:	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. ***Note:*** *To justify a Very Good rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also, there should have been NO significant weaknesses identified.*
SATISFACTORY:	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. ***Note:*** *To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.*
MARGINAL:	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. ***Note:*** *To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).*
UNSATISFACTORY:	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. ***Note:*** *To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).*

9. CERTIFICATIONS AND SIGNATURES

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

By signing below, the COR certifies that they have read and understand the methods to evaluate performance for the stated contract. The COR further certifies that they have been provided with a copy of the contract and any other information required to execute their duties.

Name: _____ Date: _____

Signature: _____

CONTRACTOR:

By signing below, the Contractor certifies that they have read and understand the methods by which their performance will be evaluated for the stated contract.

Name: _____ Date: _____

Signature: _____

D.2 ATTACHMENT 2 – AEEG CONTRACTOR RULES OF BEHAVIOR

This User Agreement contains rights and authorizations regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the Department of Veterans Affairs (VA). This User Agreement covers my access to all VA data whether electronic or hard copy ("Data"), VA information systems and resources ("Systems"), and VA sites ("Sites"). This User Agreement incorporates Rules of Behavior for using VA, and other information systems and resources under the contract.

1. GENERAL TERMS AND CONDITIONS FOR ALL ACTIONS and ACTIVITIES UNDER THE CONTRACT:

a. I understand and agree that I have no reasonable expectation of privacy in accessing or using any VA, or other Federal Government information systems.

b. I consent to reviews and actions by the Office of Information & Technology (OI&T) staff designated and authorized by the VA Chief Information Officer (CIO) and to the VA OIG regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA. These actions may include monitoring, recording, copying, inspecting, restricting access, blocking, tracking, and disclosing to all authorized OI&T, VA, and law enforcement personnel as directed by the VA CIO without my prior consent or notification.

c. I consent to reviews and actions by authorized VA systems administrators and Information Security Officers solely for protection of the VA infrastructure, including, but not limited to monitoring, recording, auditing, inspecting, investigating, restricting access, blocking, tracking, disclosing to authorized personnel, or any other authorized actions by all authorized OI&T, VA, and law enforcement personnel.

d. I understand and accept that unauthorized attempts or acts to access, upload, change, or delete information on Federal Government systems; modify Federal government systems; deny access to Federal government systems; accrue resources for unauthorized use on Federal government systems; or otherwise misuse Federal government systems or resources are prohibited.

e. I understand that such unauthorized attempts or acts are subject to action that may result in criminal, civil, or administrative penalties. This includes penalties for violations of Federal laws including, but not limited to, 18 U.S.C. §1030 (fraud and related activity in connection with computers) and 18 U.S.C. §2701 (unlawful access to stored communications).

I agree that OI&T staff, in the course of obtaining access to information or systems on my behalf for performance under the contract, may provide information about me including, but not limited to, appropriate unique personal identifiers such as date of birth and social security

number to other system administrators, Information Security Officers (ISOs), or other authorized staff without further notifying me or obtaining additional written or verbal permission from me.

I understand I must comply with VA's security and data privacy directives and handbooks. I understand that copies of those directives and handbooks can be obtained from the Contracting Officer's Technical Representative (COTR). If the contractor believes the policies and guidance provided by the COTR is a material unilateral change to the contract, the contractor must elevate such concerns to the Contracting Officer for resolution.

I will report suspected or identified information security/privacy incidents to the COTR and to the local ISO or Privacy Officer as appropriate.

GENERAL RULES OF BEHAVIOR

f. Rules of Behavior are part of a comprehensive program to provide complete information security. These rules establish standards of behavior in recognition of the fact that knowledgeable users are the foundation of a successful security program. Users must understand that taking personal responsibility for the security of their computer and the information it contains is an essential part of their job.

g. The following rules apply to all VA contractors. I agree to:

(1) Follow established procedures for requesting, accessing, and closing user accounts and access. I will not request or obtain access beyond what is normally granted to users or by what is outlined in the contract.

(2) Use only systems, software, databases, and data which I am authorized to use, including any copyright restrictions.

(3) I will not use other equipment (OE) (non-contractor owned) for the storage, transfer, or processing of VA sensitive information without a VA CIO approved waiver, unless it has been reviewed and approved by local management and is included in the language of the contract. If authorized to use OE IT equipment, I must ensure that the system meets all applicable 6500 Handbook requirements for OE.

(4) Not use my position of trust and access rights to exploit system controls or access information for any reason other than in the performance of the contract.

(5) Not attempt to override or disable security, technical, or management controls unless expressly permitted to do so as an explicit requirement under the contract or at the direction of the COTR or ISO. If I am allowed or required to have a local administrator account on a government-owned computer, that local administrative account does not confer me unrestricted access or use, nor the authority to bypass security or other controls except as expressly permitted by the VA CIO or CIO's designee.

(6) Contractors' use of systems, information, or sites is strictly limited to fulfill the terms of the contract. I understand no personal use is authorized. I will only use other Federal government information systems as expressly authorized by the terms of those systems. I accept that the restrictions under ethics regulations and criminal law still apply.

(7) Grant access to systems and information only to those who have an official need to know.

(8) Protect passwords from access by other individuals.

(9) Create and change passwords in accordance with VA Handbook 6500 on systems and any devices protecting VA information as well as the rules of behavior and security settings for the particular system in question.

(10) Protect information and systems from unauthorized disclosure, use, modification, or destruction. I will only use encryption that is FIPS 140-2 validated to safeguard VA sensitive information, both safeguarding VA sensitive information in storage and in transit regarding my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA.

(11) Follow VA Handbook 6500.1, *Electronic Media Sanitization* to protect VA information. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders.

(12) Ensure that the COTR has previously approved VA information for public dissemination, including e-mail communications outside of the VA as appropriate. I will not make any unauthorized disclosure of any VA sensitive information through the use of any means of communication including but not limited to e-mail, instant messaging, online chat, and web bulletin boards or logs.

(13) Not host, set up, administer, or run an Internet server related to my access to and use of any information assets or resources associated with my performance of services under the contract terms with the VA unless explicitly authorized under the contract or in writing by the COTR.

(14) Protect government property from theft, destruction, or misuse. I will follow VA directives and handbooks on handling Federal government IT equipment, information, and systems. I will not take VA sensitive information from the workplace without authorization from the COTR.

(15) Only use anti-virus software, antispyware, and firewall/intrusion detection software authorized by VA. I will contact the COTR for policies and guidance on complying with this requirement and will follow the COTR's orders regarding my access to and use of any information assets or resources associated with my performance of services under the

contract terms with VA.

(16) Not disable or degrade the standard anti-virus software, antispyware, and/or firewall/intrusion detection software on the computer I use to access and use information assets or resources associated with my performance of services under the contract terms with VA. I will report anti-virus, antispyware, firewall or intrusion detection software errors, or significant alert messages to the COTR.

(17) Understand that restoration of service of any VA system is a concern of all users of the system.

(18) Complete required information security and privacy training, and complete required training for the particular systems to which I require access.

2. ADDITIONAL CONDITIONS FOR USE OF NON- VA INFORMATION TECHNOLOGY RESOURCES

a. When required to complete work under the contract, I will directly connect to the VA network whenever possible. If a direct connection to the VA network is not possible, then I will use VA approved remote access software and services.

b. Remote access to non-public VA information technology resources is prohibited from publicly available IT computers, such as remotely connecting to the internal VA network from computers in a public library.

c. I will not have both a VA network line and any kind of non-VA network line including a wireless network card, modem with phone line, or other network device physically connected to my computer at the same time, unless the dual connection is explicitly authorized by the COTR.

d. I understand that I may not obviate or evade my responsibility to adhere to VA security requirements by subcontracting any work under any given contract or agreement with VA, and that any subcontractor(s) I engage shall likewise be bound by the same security requirements and penalties for violating the same.

STATEMENT ON LITIGATION

This User Agreement does not and should not be relied upon to create any other right or benefit, substantive or procedural, enforceable by law, by a party to litigation with the United States Government.

ACKNOWLEDGEMENT AND ACCEPTANCE

I acknowledge receipt of this User Agreement. I understand and accept all terms and conditions of this User Agreement, and I will comply with the terms and conditions of this agreement and any additional VA warning banners, directives, handbooks, notices, or directions regarding access to or use of information systems or information. The terms and conditions of this document do not supersede the terms and conditions of the signatory's employer and VA.

_____	_____
Print or type your full name	Signature
_____	_____
Position/Title	Office Phone
_____	_____
Last 4 digits of SSN	Date

_____

Contractor Company Name

D.3 ATTACHMENT 3 – AEEG CONTRACTOR CERTIFICATION

CONTRACTOR CERTIFICATION: IMMIGRATION AND NATIONALITY ACT OF 1952, AS AMENDED

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

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.

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.

The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name:_____

_____

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.

D.4 ATTACHMENT 4 – AEEG PAST PERFORMANCE SURVEY

ATTACHMENT 4 – Disbursed separately as a DOCX for fill in and submission. Inserted here for information purposes only.

PAST PERFORMANCE SURVEY

SOLICITATION OR REQUEST FOR QUOTE/OFFER: 36C24126Q0457

OFFEROR: _____

The past performance evaluation will assess the relative risks associated with an offeror's likelihood of success in performing the current solicitation's requirements as indicated by that offeror's record of past performance. Past performance will be assessed on a relevant and recent basis.

Offerors may satisfy this acceptability criteria by identifying up to five contracts or service agreements under which aEEG Technical Services were provided.

ITEM	CUSTOMER	CONTRACT	SERVICE TIMEFRAME	SERVICE PROVIDED RELEVANCY
1				
2				
3				
4				
5				

D.5 ATTACHMENT 5 – AEEG PRICING INDEX

ATTACHMENT 5 – Disbursed separately as a XLS for fill in and submission. Inserted here for information purposes only.

****NOTE: CLINs 0001, 1001, 2001, 3001, and 4001 are not separately priced (NSP); only price the SubCLINs.*

aEEG PRICING INDEX 36C24126Q0457					
Base Year					
Item #	**Description/Part Number***	**Qty**	**Unit**	**Price**	**Extended Amount**
0001	Ambulatory Electroenphalatorgram (aEEG) Studies **WITH VIDEO and WITHOUT VIDEO**	1	LO	$ -	$ -
0001AA	24-hour AEEG studies with video	5	EA		$ -
0001AB	48-hour AEEG studies with video	25	EA		$ -
0001AC	72-hour AEEG studies with video	55	EA		$ -
0001AD	24-hour AEEG studies without video	5	EA		$ -
0001AE	48-hour AEEG studies without video	25	EA		$ -
0001AF	72-hour AEEG studies without video	55	EA		$ -
	TOTAL BASE YEAR EST:				**$ -**
Option Year One (OY1)					
Item #	**Description/Part Number***	**Qty**	**Unit**	**Price**	**Extended Amount**
1001	Ambulatory Electroenphalatorgram (aEEG) Studies **WITH VIDEO and WITHOUT VIDEO**	1	LO	$ -	$ -
1001AA	24-hour AEEG studies with video	5	EA		$ -

1001AB	48-hour AEEG studies with video	25	EA		$ -
1001AC	72-hour AEEG studies with video	55	EA		$ -
1001AD	24-hour AEEG studies without video	5	EA		$ -
1001AE	48-hour AEEG studies without video	25	EA		$ -
1001AF	72-hour AEEG studies without video	55	EA		$ -
	TOTAL OPTION YEAR ONE EST:				**$ -**

Option Year Two (OY2)

Item #	Description/Part Number*	Qty	Unit	Price	Extended Amount
2001	Ambulatory Electroenphalatorgram (aEEG) Studies **WITH VIDEO and WITHOUT VIDEO**	1	LO	$ -	$ -
2001AA	24-hour AEEG studies with video	5	EA		$ -
2001AB	48-hour AEEG studies with video	25	EA		$ -
2001AC	72-hour AEEG studies with video	55	EA		$ -
2001AD	24-hour AEEG studies without video	5	EA		$ -
2001AE	48-hour AEEG studies without video	25	EA		$ -
2001AF	72-hour AEEG studies without video	55	EA		$ -
	TOTAL OPTION YEAR TWO EST:				**$ -**

Option Year Three (OY3)

Item #	Description/Part Number*	Qty	Unit	Price	Extended Amount

3001	Ambulatory Electroenphalatorgram (aEEG) Studies **WITH VIDEO and WITHOUT VIDEO**	1	LO	$ -	$ -
3001AA	24-hour AEEG studies with video	5	EA		$ -
3001AB	48-hour AEEG studies with video	25	EA		$ -
3001AC	72-hour AEEG studies with video	55	EA		$ -
3001AD	24-hour AEEG studies without video	5	EA		$ -
3001AE	48-hour AEEG studies without video	25	EA		$ -
3001AF	72-hour AEEG studies without video	55	EA		$ -
	TOTAL OPTION YEAR THREE EST:				**$ -**

Option Year Four (OY4)

Item #	Description/Part Number*	Qty	Unit	Price	Extended Amount
4001	Ambulatory Electroenphalatorgram (aEEG) Studies **WITH VIDEO and WITHOUT VIDEO**	1	LO	$ -	$ -
4001AA	24-hour AEEG studies with video	5	EA		$ -
4001AB	48-hour AEEG studies with video	25	EA		$ -
4001AC	72-hour AEEG studies with video	55	EA		$ -
4001AD	24-hour AEEG studies without video	5	EA		$ -
4001AE	48-hour AEEG studies without video	25	EA		$ -
4001AF	72-hour AEEG studies without video	55	EA		$ -
	TOTAL OPTION YEAR FOUR EST:				**$ -**

aEEG Study/Service Total

Brief Description of Service*	Period of Performance	Estimated Amount
aEEG Study Services - Base Year	12 months	$ -
aEEG Study Services - Option Year One	12 months	$ -
aEEG Study Service - Option Year Two	12 months	$ -
aEEG Study Services - Option Year Three	12 months	$ -
aEEG Study Service - Option Year Four	12 months	$ -
	TOTAL CONTRACT VALUE:	**$ -**

Discussion on study pricing:

Annual Escalation Applied:

D.6 ATTACHMENT 6 – AEEG WAGE DETERMINATIONS

1. The aEEG Technical Service contract requirement is in support of three service regions:

    a. NORTHEST – Northport, NY (SUFFOLK County) and Baltimore, MD (Baltimore City)
    b. SOUTHEAST – Gainesville, FL (ALACHUA County)
    c. MIDWEST – Detroit, MI and Saginaw, MI (WAYNE and SAGINAW County)

2. The service area encompasses a 200-mile radius beyond five VAMCs:

    a. NORTHPORT VA MEDICAL CENTER
    79 Middleville Rd.
    Northport, NY 11768

    b. BALTIMORE VAMC
    10 North Greene Street
    Baltimore, MD 21201-1524

    c. MALCOLM RANDALL VA MEDICAL CENTER
    1601 SW Archer Rd.
    Gainesville, FL 32608

    d. JOHN D DINGELL VA MEDICAL CENTER
    4646 John R St.
    Detroit, MI 48201

    e. ALEDA E LUTZ VA MEDICAL CENTER
    1500 Weiss St.
    Saginaw, MI 48602

3. Wage Determinations for the four service counties: Suffolk, Baltimore City, Alachua, Wayne, and Saginaw were pulled on 10 April 2026 from https://www.sam.gov

4. Full wage determination scripts can be found at www.sam.gov

Northport, New York (Suffolk County)

12035: Elecroneurodiagnostic Technologist – $40.73

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director Division of Wage Determinations	Wage Determination No.: 2015-4157 Revision No.: 30 Date Of Last Revision: 12/03/2025

State: New York

Area: New York Counties of Nassau, Suffolk

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
12000 - Health Occupations		
12010 - Ambulance Driver		25.29
12011 - Breath Alcohol Technician		31.40
12012 - Certified Occupational Therapist Assistant		35.79
12015 - Certified Physical Therapist Assistant		34.72
12020 - Dental Assistant		22.98
12025 - Dental Hygienist		49.83
12030 - EKG Technician		40.73
12035 - Electroneurodiagnostic Technologist		40.73
12040 - Emergency Medical Technician		25.29
12071 - Licensed Practical Nurse I		28.08
12072 - Licensed Practical Nurse II		31.40
12073 - Licensed Practical Nurse III		35.00
12100 - Medical Assistant		22.55
12130 - Medical Laboratory Technician		38.74
12160 - Medical Record Clerk		26.36
12190 - Medical Record Technician		29.49
12195 - Medical Transcriptionist		21.37

Baltimore, Maryland (Baltimore City)

12035: Elecroneurodiagnostic Technologist – $38.84

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director Division of Wage Determinations	Wage Determination No.: 2015-4265 Revision No.: 33 Date Of Last Revision: 3/30/2026

State: Maryland

Area: Maryland Counties of Anne Arundel, Baltimore, Baltimore City, Carroll, Harford, Howard and Queen Anne's

12000 - Health Occupations	
12010 - Ambulance Driver	23.89
12011 - Breath Alcohol Technician	29.70
12012 - Certified Occupational Therapist Assistant	37.10
12015 - Certified Physical Therapist Assistant	35.39
12020 - Dental Assistant	23.21
12025 - Dental Hygienist	50.76
12030 - EKG Technician	38.84
12035 - Electroneurodiagnostic Technologist	38.84
12040 - Emergency Medical Technician	23.89
12071 - Licensed Practical Nurse I	26.55
12072 - Licensed Practical Nurse II	29.70
12073 - Licensed Practical Nurse III	33.10
12100 - Medical Assistant	21.67
12130 - Medical Laboratory Technician	25.57
12160 - Medical Record Clerk	26.88
12190 - Medical Record Technician	30.07
12195 - Medical Transcriptionist	24.17

Gainesville, Florida (Alachua County)

12035: Elecroneurodiagnostic Technologist – $37.82

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director
Division of
Wage Determinations

Wage Determination No.: 2015-4537
Revision No.: 28
Date Of Last Revision: 12/03/2025

State: Florida

Area: Florida Counties of Alachua, Gilchrist

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
12000 - Health Occupations		
12010 - Ambulance Driver		23.94
12011 - Breath Alcohol Technician		25.38
12012 - Certified Occupational Therapist Assistant		33.92
12015 - Certified Physical Therapist Assistant		30.85
12020 - Dental Assistant		22.05
12025 - Dental Hygienist		38.92
12030 - EKG Technician		37.82
12035 - Electroneurodiagnostic Technologist		37.82
12040 - Emergency Medical Technician		23.94
12071 - Licensed Practical Nurse I		22.69
12072 - Licensed Practical Nurse II		25.38
12073 - Licensed Practical Nurse III		28.29
12100 - Medical Assistant		18.47
12130 - Medical Laboratory Technician		28.96
12160 - Medical Record Clerk		23.13
12190 - Medical Record Technician		25.87
12195 - Medical Transcriptionist		19.87
12210 - Nuclear Medicine Technologist		44.26

Detroit, Michigan (Wayne County)

12035: Elecroneurodiagnostic Technologist – $35.19

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-4839
Revision No.: 29
Date Of Last Revision: 12/03/2025

State: Michigan

Area: Michigan County of Wayne

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
12000 - Health Occupations		
12010 - Ambulance Driver		19.69
12011 - Breath Alcohol Technician		28.06
12012 - Certified Occupational Therapist Assistant		30.57
12015 - Certified Physical Therapist Assistant		29.22
12020 - Dental Assistant		22.75
12025 - Dental Hygienist		39.20
12030 - EKG Technician		35.19
12035 - Electroneurodiagnostic Technologist		35.19
12040 - Emergency Medical Technician		19.69
12071 - Licensed Practical Nurse I		25.08
12072 - Licensed Practical Nurse II		28.06
12073 - Licensed Practical Nurse III		31.27
12100 - Medical Assistant		18.45
12130 - Medical Laboratory Technician		28.20
12160 - Medical Record Clerk		20.72
12190 - Medical Record Technician		23.18
12195 - Medical Transcriptionist		18.99

Saginaw, Michigan (Saginaw County)

12035: Elecroneurodiagnostic Technologist – $35.91

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4865
Revision No.: 29
Date Of Last Revision: 12/03/2025

State: Michigan

Area: Michigan County of Saginaw

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
12000 - Health Occupations		
12010 - Ambulance Driver		26.84
12011 - Breath Alcohol Technician		26.84
12012 - Certified Occupational Therapist Assistant		36.82
12015 - Certified Physical Therapist Assistant		29.13
12020 - Dental Assistant		21.53
12025 - Dental Hygienist		37.87
12030 - EKG Technician		35.91
12035 - Electroneurodiagnostic Technologist		35.91
12040 - Emergency Medical Technician		26.84
12071 - Licensed Practical Nurse I		23.99
12072 - Licensed Practical Nurse II		26.84
12073 - Licensed Practical Nurse III		29.91
12100 - Medical Assistant		19.31
12130 - Medical Laboratory Technician		29.18
12160 - Medical Record Clerk		23.22
12190 - Medical Record Technician		25.97
12195 - Medical Transcriptionist		17.52

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) (DEVIATION OCT 2025)

(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 120 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) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(f) Debriefings. The Government will not host debriefings; however, IAW FAR 13.106-3(d) if a supplier requests information on an award that was based on factors other than price alone, a brief explanation of the basis for the contract award decision shall be provided.

(End of provision)

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

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

INSTRUCTION TO OFFERORS FOR QUOTE/OFFER SUBMISSION

a. The Government will consider an offeror's compliance with the solicitation instructions to be indicative of the type of conduct that it may expect from the offeror during contract performance. Therefore, failure to comply with these instructions may be grounds for exclusion of the quotation from further consideration.

b. Offerors should thoroughly review the specifications and be familiar with the requirement of the solicitation prior to submitting proposals in order to be fully aware of the scope of services required. Failure to do so will not relieve the successful offeror from performing in accordance with the strict intent and meaning of the specifications without additional cost to the Government.

c. It is the government's intent to award without discussions. The government is not obligated to request any additional information from an offeror who does not provide sufficiently detailed information of which an accurate evaluation can be made of an offeror's quotation. Failure to submit complete information may be grounds to consider the offeror "non-responsive" and exclude the quotation from further considerations. It is, therefore, in the offeror's best interest to submit all required documentation to the fullest degree possible. If an offeror cannot provide all information required by the evaluation factors, a statement documenting each omission shall be included in the offeror's quotation addressing the

omission(s). However, should it be in the best interest, the Government reserves the right to hold discussions.

d. Period of Acceptance of Offer. By submitting an offer, the Offeror agrees to hold prices in its Offer firm for a period of 120 calendar days from the date specified for the receipt of offers. FAR 52.212-1(b) is tailored to extend the period of acceptance for offers from 60 calendar days to 120 calendar days.

e. The Government anticipates making a single award in response to this solicitation.

f. An offeror who does not submit complete price proposals will be deemed ineligible for contract award.

g. Solicitation Questions/Technical Inquiries: Offeror questions and inquiries concerning the solicitation questions must be submitted no later than 11:59 pm EST, 14 June 2026. Answers to questions shall be issued via an amendment to the solicitation.

h. Offerors Shall Complete and Provide the Following PDF Documents:

- SF 1449 - Completed Block 17a, and signed offer (blocks 30a, b, and c) of SF 1449
- Signed SF 30(s) and if applicable any/all amendment(s) executed to the solicitation.
- Completed Section B.1 Contract Administration Data.
- Completed Price Proposal – Section B.2 Schedule of Services and Price
- Completed and signed – aEEG Technical Services QASP (D.1 Attachment 1)
- Completed and signed – Contractor Rules of Behavior (D.2, Attachment 2)
- Completed and signed – Immigration and Nationality Act of 1952 (D.3, Attachment 3)
- Insurance - Proof of Indemnification and Medical Liability Insurance.

i. Socio-economic Group. Offeror must be a verified Small Business. Unverifiable firms will be considered non-responsive, and ineligible for award.

j. An Offeror must be ACTIVE in the System for Award Management (SAM) prior to proposal submittal, and at the time of award, and throughout the contract period of performance.

k. Past Performance. The Government reserves the right to obtain past performance information from any available source and may contact references other than those identified by the Offeror when determining responsibility.

l. OIG Verification. Contractors understand the CO reviews the OIG List of Excluded Individuals/Entities on the OIG website at http://exclusions.oig.hhs.gov/ to ensure that the offerors staff and/or firm(s) are not listed, once offerors are received.

m. Post-award/Pre-performance Conference. A post-award/pre-performance tele- conference will be held prior to the commencement of any work. The Offeror and/or their duly authorized representative(s) is/are required to attend the post-award/pre- performance teleconference. The Contracting Officer, the COR, and the Contractor will discuss details of the contract, and any other information pertinent to the performance of the contract.

n. Proposal Submittal. To be considered a responsive offer, submit a signed and dated offer by email to Emily.hatcher@va.gov and Alison.myers3@va.gov Subject "aEEG Technical Services – 36C24126Q0457" at or before the exact time and date specified on Page One, Block 8. It is the responsibility of the Offeror to ensure their proposal submission has been received. Offerors shall submit their proposals in three (3) volumes submitted as three (3) files as indicated below:

VOLUME I – CONTRACT ADMINISTRATION (no page limit)

• SF 1449 completed and signed (Block 17a, signed offer (blocks 30a, b, and c) of SF 1449.

• Price in the requested format (i.e., CLIN schedule) at B.2 Price Cost Schedule/Schedule of Services shall mimic the pricing index submission in Volume 3. The offeror is instructed to fill in the Unit Price of each aEEG study category for the base year and all option periods. The Government will evaluate offers by adding the total of all line-item prices, including all option periods. The Total Evaluated Price will be that sum.

• Section B.1 Contract Administration Data completed

• Signed SF 30(s) if applicable (amendment to solicitation)

• Completed and signed – aEEG QASP (Attachment D.1)

• Completed and signed – Contractor Rules of Behavior (Attachment D.2)

• Completed and signed – Immigration and Nationality Act of 1952 (Attachment D.3)

• Insurance - Proof of Indemnification and Medical Liability Insurance

• Complete the fill-in provisions 52.209-7

All Volume I documents shall be submitted in PDF format

VOLUME II – NON-PRICE RESPONSE (maximum 10 pages)

• Technical Capability

• Completed aEEG Past Performance Survey (Attachment D.4)

All Volume II documents shall not exceed 10 pages and be PDF format.

VOLUME III – PRICE RESPONSE (filled xls)

• Completed Price Index (Attachment D.5)

Volume III documents shall be submitted in XLS format.

(End of Addendum to 52.212-1)

E.3 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (DEVIATION OCT 2025)

(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:

Factor 1: Technical Capability

Factor 2: Past Performance

Factor 3: Price

Volume II, Factor 1 – Technical Capability:

To be considered “Acceptable”, the quote must demonstrate:

Technical Capability Offerors shall address all aspects of the Ambulatory Electroencephologram (aEEG) Technical Services Performance Work Statement in sufficient detail to show a complete understanding of the requirement and a well-formed plan to successfully execute the required tasks/deliverables contained therein.

Offerors shall discuss the critical component of interoperability. A proprietary, cloud-based, single, interoperable interface that spans all PWS designated locations, to include a 200-mile service area, is essential to the successful mission of this contract. It is imperative that the company currently operates a singular system for neurologists to access data and reporting.

The Government will evaluate the offeror's capabilities to staff EEG technologists for in-home aEEG studies.

Additionally, the following requirements must be included in the offeror’s technical capabilities.

• Company background, including number of years of experience company possesses providing aEEG services.

• Key equipment used. Manufacturer name and model of contractor provided devices/equipment offered for performance under this contract.

Note: The information that is requested above is required for the Government to evaluate proposals for Factor 1, Technical Capability. General statements claiming Technical Capability by simply re-stating solicitation or PWS requirements will not be deemed acceptable. FAILURE TO SUBMIT THE INFORMATION REQUIRED ABOVE TO SUPPORT THE OFFEROR’S CLAIMED TECHNICAL CAPABLITY MAY BE VIEWED BY THE GOVERNMENT AS EVIDENCE THAT THE OFFEROR LACKS THE TECHNICAL EXPERTISE TO PROVIDE aEEG SERVICES WHEN EVALUATING PROPOSALS FOR THE TECHNICAL CAPABILITY EVALUATION FACTOR.

Volume II, Factor 2 – Past Performance:

The past performance evaluation will assess the relative risks associated with an offeror’s likelihood of success in performing the current solicitation’s requirements as indicated by that offeror’s record of past performance. Past performance will be assessed on a relevant and recent basis.

Offerors may satisfy this acceptability criteria by identifying up to five contracts or service agreements under which aEEG Technical Services were provided.

• To be relevant, the performance must be the same or similar in size, nature and complexity to the services being procured under this solicitation.

• To be recent, the services must have been performed within the past three (3) years.

• Utilizing Attachment 4 – Past Performance Survey, fill-in contracts or customers that would be considered relevant and recent to the solicitation's requirement.

• If the offeror has no relevant past performance, it shall affirmatively state that it possesses no relevant past performance in the quotation.

Note: The Government reserves the right to obtain past performance information from any available source and may contact other sources than those identified by the offeror when evaluating past performance.

Volume III, Factor 3 – Price:

This factor will be used to assess the reasonableness of the Offeror's proposed prices. For this factor, Offerors shall submit their proposed pricing using the aEEG Pricing Index (Attachment 5). All highlighted fields must be filled to be considered complete. In addition, Offerors shall provide a brief explanation of pricing offered to include any annual escalation incorporated.

The Pricing Index incorporates 'plug numbers' in the QTY column C; these numbers ARE NOT TO BE CHANGED; these numbers are an estimate to allow for any bulk pricing discounts the Offeror may/may not provide.

Note: **The Government anticipates anywhere from 100-200 studies annually**, dependent upon the number/type of orders, costs, and funding.

Technical Capability and Past Performance, when combined, are 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).

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

(End of provision)

E.4 ADDENDUM to FAR 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (DEVIATION OCT 2025)

The Government will select the best overall offer, based upon an integrated assessment of evaluation factors listed in the evaluation criteria outlined in 52.212-2. Therefore, the contract may be awarded to the offeror who is deemed responsible, or whose offer conforms to the solicitation's requirements best. Offers will be judged by an overall assessment of the evaluation factors to the Offeror which represents the most advantageous offer to the Government. As part of making the assessment, a best value analysis will be performed determining whether or not exceeding the minimum requirements at an associated price provides the best value to the Government.

As a basis for award, using FAR Subpart 13.5 Simplified Acquisition Procedures for Certain Commercial Services, a comparative evaluation of offers between price and non-price factors is permitted (FAR 13.106-2(b)(3)). THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PROPOSED PRICE. However, the degree of importance of price as a factor in determining award could become greater depending upon the equality of the offers evaluated in the non-price factors. The greater the equality of offers within the non-price factors, the more important price becomes in selecting the best value for the Government. Unrealistic or unbalanced proposed prices may be grounds for eliminating an offer from competition either on the basis that the offeror does not understand the requirement, or the offeror has made an unreasonable/unrealistic quotation.

(End of Addendum to 52.212-2)

E.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

E.6 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Hand-Carried Address:

Mailing Address:

(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.8 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.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

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

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

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

E.10 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/browse/index/far
https://www.va.gov/oal/library/vaar/

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

(End of Provision)