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

1. REQUISITION NO.

2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NO.

5. SOLICITATION NUMBER: 36C25525Q0562

6. SOLICITATION ISSUE DATE: 06-29-26

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Jason Condiff

b. TELEPHONE NO. (No Collect Calls): 913-946-1113

8. OFFER DUE DATE/LOCAL TIME: 07-30-2026 1700 CST

9. ISSUED BY — CODE 36C255

Department of Veterans Affairs
Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway

Leavenworth KS 66048

10. THIS ACQUISITION IS

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

NAICS: 621399

SIZE STANDARD: $10 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING: N/A

14. METHOD OF SOLICITATION

- [x] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO — CODE

Harry S. Truman Memorial VAMC
800 Hospital Drive

Columbia MO 65201

16. ADMINISTERED BY — CODE 36C255

Department of Veterans Affairs
Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway

Leavenworth KS 66048

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

TELEPHONE NO. — UEI: — EFT:

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

18a. PAYMENT WILL BE MADE BY — CODE 36C255

Department of Veterans Affairs
Financial Services Center
http://www.fsc.va.gov/einvoice.asp

Austin TX

PHONE: 877-353-9791 FAX: 512-460-5429

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

- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contractor to provide qualified Intraoperative Neurophysiologic Monitoring (IONM) Services and and instrumentation for Harry S. Truman Memorial Veterans' Hospital, Columbia, MO 800 Hospital Dr. Columbia, MO 65201. All services to be provided IAW the Performance Work Statement. Section B.2 Schedule of Services begins on page 4. Reports and Deliverables begins on page 33. Instructions to Offerors begins on page 72, addendum page 74. (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 ONE 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): Jason Condiff

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 **3**

B.1 CONTRACT ADMINISTRATION DATA 3
B.2 PRICE/COST SCHEDULE 4
B.3 PERFORMANCE WORK STATEMENT 5

SECTION C - CONTRACT CLAUSES **45**

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) (DEVIATION OCT 2025) 45
C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 51
C.3 52.216-18 ORDERING (AUG 2020) 53
C.4 52.216-19 ORDER LIMITATIONS (OCT 1995) 54
C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995) 54
C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 55
C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 55
C.8 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026) 55
C.9 SUPPLEMENTAL INSURANCE REQUIREMENTS 56
C.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) 57
C.11 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS. (DEVIATION NOV 2025) 57
C.12 852.204-72 PERSONNEL VETTING AND CREDENTIALING (MARCH 2026) 68

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS **71**

SECTION E - SOLICITATION PROVISIONS **72**

E.1 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) (DEVIATION OCT 2025) 72
E.2 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (DEVIATION OCT 2025) 79
E.3 52.216-1 TYPE OF CONTRACT (APR 1984) (DEVIATION NOV 2025) 80
E.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 80
E.5 52.233-2 SERVICE OF PROTEST (SEP 2006) (DEVIATION NOV 2025) 81

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 36C255
Department of Veterans Affairs
Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway
Leavenworth KS 66048

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

[X] 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or
[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other [X] MONTHLY

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

Vendors are advised that VA reorganization may necessitate adding additional locations to this contract in the future. Any such additions will be completed by bilateral modification.

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

AMENDMENT NO	DATE

B.2 PRICE/COST SCHEDULE

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Complete Intraoperative Neuromonitoring (IONM) Services in accordance with the Performance Work Statement (PWS). **Base Year:** Period of Performance (POP) 11/24/2026 – 11/23/2027				
0001A	Base Year – During Normal Business Hours	300.00	HR		
0001B	Base Year – Outside Normal Business Hours	12.00	HR		
	BASE YEAR TOTAL				
1001	Complete Intraoperative Neuromonitoring (IONM) Services in accordance with the Performance Work Statement (PWS). **Option Year 1:** POP 11/24/2027 – 11/23/2028				
1001A	Option Year 1 – During Normal Business Hours	300.00	HR		
1001B	Option Year 1 – Outside Normal Business Hours	12.00	HR		
	Option Year 1 Total				
2001	Complete Intraoperative Neuromonitoring (IONM) Services in accordance with the Performance Work Statement (PWS). **Option Year 2:** POP 11/24/2028 – 11/23/2029				
2001A	Option Year 2 – During Normal Business Hours	300.00	HR		
2001B	Option Year 2 – Outside Normal Business Hours	12.00	HR		
	Option Year 2 Total				
3001	Complete Intraoperative Neuromonitoring (IONM) Services in accordance with the Performance Work Statement (PWS). **Option Year 3:** POP 11/24/2029 – 11/23/2030				
3001A	Option Year 3 – During Normal Business Hours	300.00	HR		
3001B	Option Year 3 – Outside Normal Business Hours	12.00	HR		
	Option Year 3 Total				
4001	Complete Intraoperative Neuromonitoring (IONM) Services in accordance with the Performance Work Statement (PWS). **Option Year 4:** POP 11/24/2030 – 11/23/2031				
4001A	Option Year 4 – During Normal Business Hours	300.00	HR		
4001B	Option Year 4 – Outside Normal Business Hours	12.00	HR		
	Option Year 4 Total				
	Grand Total				

B.3 PERFORMANCE WORK STATEMENT

1.0 GENERAL:

1.1. Services Provided: The Contractor shall provide Intraoperative Neurophysiologic Monitoring (IONM) services that meet the standards of the Department of Veterans Affairs (VA) and The Joint Commission. Services shall be delivered in accordance with the specifications outlined in this Performance Work Statement (PWS) to beneficiaries of the Department of Veterans Affairs (VA) and Harry S. Truman Memorial Veterans' Hospital.

1.1.1. Place of Performance: Contractor shall furnish services at the Harry S. Truman Memorial Veterans' Hospital, Columbia, MO 800 Hospital Dr. Columbia, MO 65201.

1.2. Scope: The Contractor shall provide comprehensive Intraoperative Neurophysiologic Monitoring (IONM) services for patients undergoing surgical procedures at VAMC Columbia. The Contractor shall furnish all required personnel, equipment, software, network infrastructure, materials, and supervision necessary to deliver these services. Services shall include on-site technologists and remote neurologist oversight with real-time interpretation.

Coverage shall be available 24 hours a day, 7 days a week, 365 days a year for scheduled and emergency cases. The Contractor shall respond promptly to all requests, including elective and urgent/emergent cases, ensuring that an on-site technologist and a remote neurologist are available within 60 minutes of notification for emergencies. For elective cases, the Contractor shall ensure availability to provide services within two (2) business days of request. Services shall be conducted in the operating room on a per-case basis as determined by VA Surgical Service. The Contractor shall promptly communicate any changes to scheduled monitoring, including date, time, or type of monitoring, to the VA.

The Contractor shall provide pre-operative, intraoperative, and post-operative monitoring using contractor-owned telemedicine technology for secure, real-time communication. Included modalities encompass auditory evoked potentials, electroencephalogram (EEG), electromyography (EMG), nerve conduction studies, somatosensory evoked potentials (SSEP), motor evoked potentials (MEP), visual evoked potentials (VEP), blink reflex testing, neuromuscular junction testing, and continuous intraoperative neurophysiology monitoring both on-site and remotely.

1.3. Authority: Federal Acquisition Regulation Part 12 - Acquisition of Commercial Products and Commercial Services.

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

1.4.1. VHA Handbook 1100.17: National Practitioner Data Bank Reports, dated December 28, 2009.https://ba.va.gov/policy/viewer/paKMfE00000011JpWAI

1.4.2. VHA Directive 1100.18 Reporting and Responding to State Licensing Boards, dated January 21, 2021.https://ba.va.gov/policy/viewer/paKMOE00000009094AA

1.4.3. VHA Directive 1100.20(2), Credentialing of Health Care Providers, dated September 15, 2021.https://ba.va.gov/policy/viewer/paKMOE0000000K8F4AU

1.4.4. VHA Directive 1003.04, VHA Patient Advocacy, dated November 09, 2023,https://ba.va.gov/policy/viewer/paKMOE0000000EBD4A2

1.4.5. VHA Directive 1088(1), Communicating Test Results to Providers and Patients, dated July 11, 2023.https://ba.va.gov/policy/viewer/paKMOE0000000IlU4AU

1.4.6. VHA Directive 1192.01, Seasonal Influenza Prevention Program, dated August 10, 2020.https://ba.va.gov/policy/viewer/paKMOE00000009Cg4AI

1.4.7. VA Directive 1663, Health Care Resources Contracting –Buying Title 38 U.S.C. 8153, Dated May 10, 2018.https://ba.va.gov/policy/viewer/paKMOE00000009FF4AY

1.4.8. VHA Directive 1907.01(1) VHA Health Information Management and Health Records, dated April 05, 2021.https://ba.va.gov/policy/viewer/paKMOE0000000Ebz4AE

1.4.9. Privacy Act of 1974 (5 U.S.C. 552a) as amendedhttps://www.justice.gov/archives/oip/blog/foia-update-freedom-information-act-5-usc-sect-552-amended-public-law-no-104-231-110-stat

1.4.10. VA Handbook 6510, VA Identity, Credential and Access Management, dated September 27, 2024.https://ba.va.gov/policy/viewer/paKMOE0000000KL44AM

1.4.11. VHA Directive 0710(1), VHA Personnel Security and Suitability Program, dated October 31, 2023.https://ba.va.gov/policy/viewer/paKMOE0000000Hak4AE

1.4.12. The Freedom of Information Act 5 U.S.C. § 552, As Amended By Public Law No. 104-231, 110 Stat. 3048.https://www.justice.gov/archives/oip/blog/foia-update-freedom-information-act-5-usc-sect-552-amended-public-law-no-104-231-110-stat

1.4.13. VA Handbook 6500.6, Contract Security, dated March 12, 2010.https://ba.va.gov/policy/viewer/paKMOE00000009Cz4AI

1.4.14. VHA Directive 1660.03, Conflict of Interest for Sharing of Health Care Resources, dated September 13,2021.https://ba.va.gov/policy/viewer/paKMOE00000009Is4AI

1.4.15. VHA Directive 1080(1), Access to Personally Identifiable Information in Information Technology System, dated September 28, 2023.https://ba.va.gov/policy/viewer/paKMOE0000000GXk4AM

1.4.16. VHA Directive 1605, VHA Privacy Program, dated September 01, 2017.https://ba.va.gov/policy/viewer/paKMOE000000098J4AQ

1.4.17. VHA Directive 1605.03(3), Privacy Compliance Accountability Program, dated September 19, 2019.https://ba.va.gov/policy/viewer/paKMOE0000000Ei24AE

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

- ABRET: American Board of Registration of Electroencephalographic and Evoked Potential Technologists
- ACOS: Associate Chief of Staff. Unless identified by another service, for the purposes of this contract the ACOS refers to the Associate Chief of Staff for Surgical Service, at VA Columbia Health Care System.
- CDC: Centers for Disease Control and Prevention
- CEU: Certified Education Unit
- CME: Continuing Medical Education
- CNIM: Certified Neurophysiologic Intraoperative Monitoring (CNIM) Technologist.
- Contracting Officer (CO): –The person executing this contract on behalf of the

Government with the authority to enter into and administer contracts and make related determinations and findings.

- Contracting Officer's Representative (COR): –A person appointed by the CO to take necessary action to ensure the Contractor performs in accordance with and adheres to the specifications contained in the contract and to protect the interest of the Government. The COR shall report to the CO promptly any indication of non-compliance in order that appropriate action can be taken.
- COS: Chief of Staff
- CPARS: Contractor Performance Assessment Reporting System
- CPRS: Computerized Patient Recordkeeping System-electronic health record system used by the VA.
- Credentialing: Credentialing is the systematic process of screening and evaluating qualification and other credentials, including licensure, required education, relevant training and experience and current competence and health status.
- DNEPs: Descending neurogenic evoked potential
- EEG (intraoperative): Electroencephalogram
- FSMB: Federation of State Medical Boards
- HHS: Department of Health and Human Services
- HIPAA: Health Insurance Portability and Accountability Act
- IOM: Intraoperative Monitor
- IONM: Intraoperative Neurophysiologic Monitoring (IONM) refers to the continuous assessment of nervous system function during surgery using a variety of specialized neurophysiologic tests and measures. The purpose of IONM is to provide the surgical team with information about impending adverse changes in nervous system function, so that timely corrective action can be taken to reduce the risk of lasting injury.
- ISO: Information Security Officer
- Medical Emergency: A sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that the absence of immediate medical attention could reasonably result in: Permanently placing a patient's health in jeopardy, causing other serious medical consequences, causing impairments to body functions, or causing serious or permanent dysfunction of any body-organ or part.
- National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care

practitioners) and organizational entities (medical centers).

- Non-Contract Provider: any person, organization, agency, or entity that is not directly or indirectly employed by the Contractor or any of its subcontractors
- NPPES: National Plan and Provider Enumeration System
- NMEP: Neurogenic motor evoked potential
- OFFER: Quotation (to include documentation in support of the evaluation criteria) submitted in response to the Government's Request for Quotation (RFQ).
- OFFEROR: Contractor that submits a response (i.e. Quotation) to the Government's Request for Quotation (RFQ).
- OR: Operating Room
- POP: Period of Performance
- Privileging (Clinical Privileging): Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care services within the scope of the individual's license, based upon the individual's clinical competence as determined by peer references, professional experience, health status, education, training and licensure. Clinical privileges must be facility-specific and provider-specific.
- Provider of Care: Any providers or servicing individuals who enter the VA under the contract, including onsite Technologists.
- PWS: Performance Work Statement
- Veterans' Health Administration (VHA): The central office for administration of the VA medical centers throughout the United States. The VHA is located in Washington, D.C.
- Veterans Integrated Services Network (VISN): The regional oversight for the VA medical centers.
- VetPro: A federal web-based credentialing program for healthcare providers.
- VISTA (Veterans Integrated Systems Technology Architecture): APC based system that will capture and store clinical imagery, scanned documents and other non-textual data files and integrates them into patient's medical record and with the hospital information system.
- Veterans Affairs Medical Center (VAMC): Unless identified with the name of a different VA Medical Center, for purposes of this contract, this term shall mean the Harry S. Truman Memorial Veterans' Hospital, in Columbia, MO.

2.0 QUALIFICATIONS:

2.1. Staff/Facility

2.1.1. License: Neurologists assigned by the Contractor to perform services under this contract must hold a current, valid, and unrestricted license to practice medicine in a State, Territory, or Commonwealth of the United States, or the District of Columbia.

2.1.1.1. All licenses held by personnel working on this contract must be full and unrestricted. Contractor's Neurologists who have current, full, and unrestricted licenses in one or more states, but who have, or ever had, a license restricted, suspended, revoked, voluntarily surrendered pending action, or denied upon application will not be considered for this contract.

2.1.2. Board Certification: All Contractor-provided Neurologists must be Board Certified or Board Eligible by the American Board of Psychiatry and Neurology (ABPN). Documentation verifying current certification must be submitted to the VA Contracting Officer's Representative (COR) annually throughout the contract period. All continuing education requirements necessary to maintain certification must remain current at all times.

2.1.2.1. All Contractor-provided Electro Neurophysiologic Technologists performing on-site IONM services must have a Certification Neurophysiologic Intraoperative Monitoring (CNIM), through the American Board of Registered Electroencephalographic and Evoked Potential Technologists (ABRET) (http://www.abret.org). This certification is intended for Technologists who work under supervision by a Neurophysiologist or Neurologist. All continuing education requirements necessary to maintain certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA Contracting Officer's Representative (COR) within thirty (30) days of contract award and annually thereafter for each year of contract performance

2.1.2.2. All on-site Contractor personnel must maintain current Basic Life Support (BLS) certification. All continuing education requirements necessary to maintain certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA Contracting Officer's Representative (COR) within thirty (30) days of contract award and annually thereafter for each year of contract performance.

2.1.2.3. Credentialing and Privileging: Credentialing and privileging shall be conducted in accordance with VHA Directive 1100.20(2), Credentialing of Health Care Providers, dated September 11, 2024, VHA Directive 1100.21(1), Privileging, dated March 2, 2023, and all applicable VA policies. The Contractor is responsible for ensuring that all proposed personnel meet credentialing requirements prior to performing any services.

2.1.2.4. On-Site Contract Technologists: All Electro Neurophysiologic Technologists performing services on VA premises must complete VA credentialing requirements through VetPro, the VA's credentialing system. No services shall be provided until credentialing has been approved by the VAMC Medical Center Director and personnel added through contract modification to the Key Personnel Roster. The Contractor shall ensure timely submission of all required documentation into VetPro, including verification of education and training, current unrestricted licensure or certification, background checks, and health requirements. The Contractor shall maintain compliance with VA re-credentialing schedules and promptly report any changes in status. The VAMC has determined that Flash/PIV is required for on-site IONM Technologist.

2.1.2.5. Off-Site Contract Neurologists: VA privileging is not required for off-site Neurologists, as their work is technical in nature, does not involve clinical decision-making, and does not include direct patient care. Remote Neurologists shall be board-certified with unrestricted licenses and credentialed and privileged through the Contractor or its affiliate location. The Contractor shall provide written verification that each Neurologist is licensed, credentialed, and privileged in accordance with applicable standards. All services shall comply with HIPAA, HITECH, and VA privacy and security requirements. VA reserves the right to audit credentialing documentation at any time. The VAMC has determined that Flash/PIV is NOT required for off-site Neurologists.

2.1.2.6. Documentation: The Contractor shall provide documents upon request of the COR to verify current and ongoing competency. The Contractor shall provide verifiable evidence of all educational and training experiences, including explanations for any gaps in educational history, for all Electro Neurophysiologic Technologists. Technologists shall comply with the Facility's Medical Staff By-Laws, rules, and regulations referenced herein that govern staff behavior.

2.1.3. Compliance and Substitution: All providers of care must be properly credentialed as required in Section 2.1.2.3, and the scope of practice must be current in accordance with VHA guidelines for working with IONM processes in the Operating Room.

2.1.3.1. Neurologist Substitution: If a Contractor's Neurologist is not credentialed as required in Section 2.1.2.3, or has credentials/privileges suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the Government.

2.1.3.2. Technologist Substitution: If a Contractor's Electro Neurophysiologic Technologist is not credentialed as required in Section 2.1.2.3, or has credentials suspended or revoked, the Contractor shall furnish an acceptable substitute without any additional cost to the Government within 30 calendar days.

2.1.4. Technical Proficiency: The Contractor must be capable of providing real-time data and shall utilize the most recent technology and hardware. The Contractor will work closely with surgeons, nursing staff, schedulers, Clinical Engineering, and Sterilization and Processing Service to support surgical procedures. All equipment provided must function with the current electrical power supply at VAMC. Remote Neurologists will provide real-time monitoring via HIPAA- and HITECH-compliant telemedicine platforms. The Contractor shall provide scheduled services throughout the contract period and ensure qualified replacement personnel at no additional cost to the Government in the event of absence. All replacement personnel must meet VA credentialing and technical requirements prior to performing services The Contractor shall implement a comprehensive Quality Assurance (QA) program that monitors and tracks performance, successes, and complications. QA reports shall be submitted to the COR no later than the 10th day of the month following the end of each quarter

2.1.4.1. Intraoperative Neurophysiologic Monitoring (IONM): The Contractor shall provide qualified Electro Neurophysiologic Technologists to perform on-site intraoperative neurophysiologic monitoring (IONM) services. Monitoring shall include, but is not limited to, somatosensory evoked potentials (SSEPs), transcranial motor evoked potentials (TcMEPs), spontaneous and triggered electromyography (S-EMG, T-EMG), spinal cord mapping including D-waves, DNEPs, and NMEPs, cortical, motor, sensory, and language mapping, white matter tract and brainstem nuclei mapping, brainstem auditory evoked responses, visual evoked potentials, cranial nerve monitoring, and intraoperative EEG. All monitoring shall be performed in real time with continuous communication to the surgical team.

2.1.4.2. Technical Skills and Responsibilities: Electro Neurophysiologic Technologists shall be technically proficient in the skills necessary to fulfill the Government's requirements, including the ability to speak, understand, read, and write English fluently. Technologists shall be responsible for testing equipment prior to use, making necessary adjustments, selecting appropriate electrode combinations, obtaining standard recordings, and reporting the ongoing status of the patient's nervous system to the surgeon during the procedure. They shall remove electrodes

post-procedure and ensure proper handling and return of equipment to designated VAMC locations or removal of contractor-supplied equipment from the operating room upon completion of each procedure.

2.1.4.3. Data Integrity and Communication: Technologists shall recognize artifacts in the data, differentiate them from evoked potential patterns, and take appropriate steps to eliminate them. They shall translate test results from computer files into hard copy reports for interpretation by the Neurologist and immediately notify the attending surgeon if there is any indication that possible damage may occur to the patient.

2.1.5. Continuing Medical Education (CME) / Certified Education Unit (CEU) Requirements: Contracted Neurologists shall provide the COR copies of current CME documentation as required or requested by VAMC. Neurologists registered or certified by national medical associations shall continue to meet the minimum CME standards to remain current. The Contractor shall report CME hours to the credentialing office for tracking. These documents are required for both privileging and re-privileging. Failure to provide CME documentation shall result in loss of privileges for Contractor's Neurologists.

2.1.6. Training (BLS, EHR and VA MANDATORY): The Contractor shall meet all VA educational and mandatory training requirements defined herein. All training must be completed by the Contractor's Neurophysiologic Technologists as required by VA. Additional training may become required; VA will communicate any changes to the Contractor:

Training	**Frequency**	**Annual Hours**
VA Privacy and Information Security Awareness and Rules of Behavior	*Yearly*	*1 hour*
VHA Privacy and HIPAA Focused Training	*Yearly*	*1 hour*
VA Cybersecurity Awareness	*Yearly*	*1 hour*
Infection Control	*Yearly*	*1 hour*
OSHA Bloodborne Pathogens	*Yearly*	*1 hour*

Basic Life Support	*Every two years*	*3 hours*

*Additional training may be required during the contract period. VA will communicate any changes to the Contractor. Completion of all mandatory training is required prior to performing services and must be documented for compliance.

2.1.7. Standard Personnel Testing (PPD, etc.): The Contractor shall provide proof of the following tests for on-site providers of care entering the facility within five (5) calendar days after contract award and prior to the first duty shift. Documentation shall be submitted to the COR and Contracting Officer. Tests shall be current within the past year.

2.1.7.1. TUBERCULOSIS TESTING: Proof of a negative reaction to PPD testing or an Interferon-Gamma Release Assay (IGRA) blood test is required for all on-site contractor providers of care. A negative chest radiographic report for active tuberculosis shall be provided in cases of positive results. The TB screening shall be repeated annually.

2.1.7.2. RUBELLA TESTING: Proof of immunization for measles, mumps, and rubella or a rubella titer of 1.8 or greater is required. If the titer is less than 1.8, a rubella immunization shall be administered with follow-up documentation to the COR.

2.1.7.3. VARICELLA: Proof of immunity for varicella is required for all on-site Contractors.

2.1.7.4. ACELLULAR PERTUSSIS: Proof of one dose of Tdap vaccination is required for all on-site Contractors.

2.1.7.5. INFLUENZA: Proof of annual influenza vaccination is required unless contraindicated. Contractors with medical contraindications shall wear a mask during influenza season

2.1.7.6. COVID-19: On-site contractor providers of care shall comply with all current VHA infection control policies and any supplemental requirements related to COVID-19 or other communicable diseases, as communicated by VAMC. This may include vaccination, masking, or testing during periods of elevated risk or as directed by VA policy.

2.1.7.7. OSHA REGULATION CONCERNING OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS: The Contractor shall provide generic self-study training for all contractor providers of care; offer the Hepatitis B vaccination series

at no cost to VA if elected; maintain an exposure determination and control plan; maintain required records; and ensure proper follow-up evaluation is provided following any exposure incident.

2.1.7.8. The VAMC shall notify the Contractor of any significant communicable disease exposures as appropriate. The Contractor shall adhere to the current CDC/HICPAC Guidelines for Infection Control in Health Care Personnel (updated 2023) for disease control. The Contractor shall provide follow-up documentation of clearance to return to the workplace prior to resuming duties.

2.1.8. National Provider Identifier (NPI): NPI is a standard, unique 10-digit numeric identifier required by HIPAA. This requirement applies to contracted Neurologists providing services. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual health care practitioners and organizational entities. The Contractor shall have an appropriate NPI and, if applicable, the Taxonomy Code confirmation notice issued by the Centers for Medicare and Medicaid Services (CMS) National Plan and Provider Enumeration System (NPPES). NPIs must be provided to the Contracting Officer with the quote.

2.1.9. Conflict of Interest: The Contractor and all contractor providers of care are responsible for identifying and communicating to the CO and COR any conflicts of interest at the time of quote and throughout the contract performance period. At the time of quote, the Contractor shall provide a statement describing all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who will provide services. The Contractor must also provide relevant facts demonstrating how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall comply with VAAR provision 852.209-70 Organizational Conflicts of Interest (Jan 2008) and be fully outlined in response to the subject attachment in Section D of the solicitation document.

2.1.10. Citizenship related Requirements:

2.1.10.1. The Contractor certifies compliance with all legal provisions contained in the Immigration and Nationality Act of 1952, as amended, and related laws and regulations enforced by the Department of Homeland Security, Immigration and Customs Enforcement, and the U.S. Department of Labor, as these may relate to non-immigrant foreign nationals working under contract or

subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals.

2.1.10.2. While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract, or subcontract with an illegal alien or a foreign national non-immigrant who is in violation of their status due to failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor shall comply with all E-Verify requirements consistent with Executive Order 12989 and any related amendments, as well as applicable Federal Acquisition Regulations.

2.1.10.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or applicable agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain legal status or otherwise failed to comply with applicable laws shall be prohibited from working at any location where the Contractor provides services to VA patients. Such failure shall constitute grounds for termination of this contract for breach.

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

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

2.1.11. Annual Office of Inspector General (OIG) Statement: In accordance with HIPAA and the Balanced Budget Act (BBA) of 1997, the Department of Health and Human Services (HHS) Office of Inspector General (OIG) maintains a list of parties and entities excluded from Federal health care programs. Excluded individuals or entities may not receive Federal health care program payments due to fraud and/or abuse of Medicare or Medicaid programs.

2.1.11.1. The Contractor shall review the HHS OIG List of Excluded Individuals/Entities at http://oig.hhs.gov/exclusions/index.asp to ensure that proposed providers of care are not listed. Any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to Civil Monetary Penalties (CMP) and treble damages.

CMPs may also be imposed against contractors that employ or contract with excluded individuals.

2.1.11.2. By submitting a quote, the Contractor certifies that the HHS OIG List of Excluded Individuals/Entities has been reviewed and that neither the Contractor nor its proposed personnel are listed as of the date the offer was signed.

2.2. Clinical/Professional Performance: The qualifications of contractor personnel are subject to review by the VA Medical Center Chief of Staff (COS) or designee and approval by the Medical Center Director as provided in VHA Handbook 1100.19. Clinical performance monitoring and review will be conducted by VAMCCOS and/or the Chief of Service or designee. A COR will be appointed; however, only the CO is authorized to approve contract modifications.

2.3. Non-Personal Healthcare Services: The parties agree that the Contractor and all Contractor personnel shall not be considered VA employees for any purpose.

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

2.5. Prohibition Against Self-Referral: Personnel are prohibited from referring VA patients to their own practice(s) or the Contractor's practice.

2.6. Inherent Government Functions: Contractor and contractor's providers of care shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

2.7. No Employee status: The contractor shall be responsible for protecting the contractor's providers of care furnishing services. To carry out this responsibility, the contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:

- Workers' compensation

- Professional liability insurance
- Health examinations
- Income tax withholding, and
- Social security payments.

2.8. Tort Liability: The Federal Tort Claims Act does not cover the contractor's providers of care. When a contractor or contractor's contracted personnel have been identified as a provider in a tort claim, the contractor shall be responsible for notifying their legal counsel and/or insurance carrier. Any settlement or judgment arising from a contractor's (or contractor's Neurologists or Electro Neurophysiologic Technologist) action or non-action shall be the responsibility of the contractor and/or insurance carrier.

2.9. Key Personnel:

2.9.1. Clinical Personnel – Neurologists: The Contractor shall provide contracted Neurologists who are competent, qualified per this Performance Work Statement, and adequately trained to perform assigned duties. Two (2) Neurologists shall be available daily as defined in the Hours of Operation section.

2.9.2. Clinical Personnel – Technologists: The minimum number of Board Certified/Board Eligible Electro Neurophysiologic Technologists required to be available daily shall be two (2) as defined in the Hours of Operation section.

2.9.3. Staff-to-Patient Ratio: At all times during procedures in the operating room, the ratio of contracted staff to patient shall be at a minimum of 1:1.

2.9.4. Personnel Substitutions: During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless necessitated by illness, death, or termination of employment. The Contractor shall notify the CO in writing within three (3) calendar days after such occurrence and provide the required information. After 90 days, the Contractor shall submit substitution requests to the CO at least 30 calendar days prior to making any permanent substitutions.

2.9.4.1. Permanent Substitutions: The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within ten (10) calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

2.9.4.2. Temporary Substitutions: For temporary substitutions where the key person shall not be reporting to work for three consecutive workdays or more, the Contractor shall provide a qualified replacement with comparable qualifications. Any period exceeding two weeks will require the procedure outlined above for permanent substitutions.

2.9.4.3. Government Right to Refuse Personnel: The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication, drug use, theft, patient abuse, negligence, or other conduct resulting in formal complaints. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the VA COS or designee document clinical problems or continual unprofessional behavior/actions with any Contractor personnel, immediate replacement may be requested without cause. The CO and COR shall address issues raised concerning Contractor personnel conduct. The CO is the final arbiter on questions of acceptability.

2.9.4.4. Contingency Plan: Because continuity of care is essential, the Contractor shall have a contingency plan in place to ensure uninterrupted services if any Contractor Neurologist(s) or Technologist(s) leaves employment or is unable to continue performance under the contract.

3. HOURS OF OPERATION

3.1. VA Business Hours: Normal hours of operations are 7:00 am –5:00 pm, Monday through Friday. The operating room is open 24 hours/day and a contractor shall be available for procedures 365 days/year, 24/7.

3.1.1. Contractor's services shall be available and present for all hours of possible scheduled operations, which will be established, and may be revised, as deemed appropriate for patient care by the Chief of Staff. Currently normal operating room hours are 7:00 am – 5:00 pm, Monday through Friday.

3.1.1.1. During normal business hours of operation, contracted staff shall be onsite and ready to perform services 45 minutes prior to the start of surgery. Equipment and Technologist shall be cleared through biomed and SPS 45 minutes prior to surgical procedure.

3.1.2. Contracted personnel shall be available for procedures outside of normal hours of operations, including evenings, weekends and holidays.

3.1.2.1. Outside of normal business hours, contracted staff should report to the operating room within 60 minutes of being called for surgery.

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

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

3.3 Cancellations: Contractor will not cancel service for any reason.

3.3.1. Unless a state of emergency has been declared or clinics are otherwise cancelled by the VAMC, the contractor shall be responsible for providing services.

4. CONTRACTOR RESPONSIBILITIES

4.1. The Contractor shall furnish all supplies, accessories, equipment, consumables, transportation, delivery, training, and services necessary to perform Intraoperative Neurophysiologic Monitoring (IONM) services.

4.2. The Contractor shall provide comprehensive case coverage and scheduling twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year by Key Personnel listed on the approved roster.

4.3. Routine requests for service shall be scheduled within two (2) days of request, while urgent and emergent cases shall be supported immediately, ensuring that an on-site Technologist and remote Neurologist are available within sixty (60) minutes of notification.

4.4. All neurophysiologic studies are conducted on-site by the Electro Neurophysiologic Technologist under the direction of the OR Surgeon. Remote Neurologists provide technical interpretation and monitoring via secure telemedicine platforms in real time; they do not engage in direct patient care or clinical decision-making.

4.5. Contractors must comply with appropriate and applicable policies, procedures and regulations of the VAMC as well as with Centers for Medicare & Medicaid Services (CMS) requirements and complete medical record deficiencies within policy guidelines. Services must meet The Joint Commission (TJC) clinical quality standards for intraoperative monitoring and be FIPS compliant. Quality reports required for quality assurance must comply with The Joint Commission standard.

4.6. The contractor shall provide, transport, install, participate in the simulations, be available in live surgical cases and test the medical equipment prior to utilization.

4.7. Intraoperative Neuromonitoring (neurophysiology) services: The Contractor shall provide on-site intraoperative neurophysiologic monitoring (IONM) performed by qualified Electro Neurophysiologic Technologists under the direction of the OR Surgeon, with remote Contractor Neurologists providing real-time technical interpretation via secure telemedicine. Continuous communication with the surgical team is required throughout the procedure.

4.8. Monitoring Modalities: IONM shall include auditory evoked potentials, electroencephalogram (EEG), electromyography (EMG), nerve conduction studies, somatosensory evoked potentials (SSEP), motor evoked potentials (MEP), visual evoked potentials (VEP), blink reflex testing, neuromuscular junction testing, and continuous intraoperative neurophysiology monitoring both on-site and remotely. Advanced techniques may be provided as clinically indicated to support complex surgical cases.

4.9. Interpretation and Technical Accuracy: The Contractor shall ensure that intraoperative monitoring recordings are interpreted accurately and that technical recommendations regarding neurophysiologic data trends are communicated promptly to the attending Neurosurgeon. The Technologist shall identify and eliminate artifacts in the data, differentiate them from true evoked potential patterns, and maintain accurate monitoring throughout the procedure. When requested, the Technologist shall obtain relevant patient medical information and prepare a hard copy report from computer-generated test results for review.

The Contractor must demonstrate the capability to identify monitored waveforms and detect any variations from established baseline values. Additionally, the Contractor shall

ensure that personnel possess a thorough understanding of anesthetic techniques and physiologic changes that may influence waveform integrity.

4.10. Communication Protocols: The Contractor Technologist will establish communication protocols with the surgical team and remote Contractor Neurologist to report monitoring activity. The neuromonitoring team shall provide all resources required to ensure seamless integration with surgical workflows.

4.11. Technologist Responsibilities: The Contractor Technologist shall work under the direction of the VA OR Surgeon and perform multiple-modality intraoperative neurophysiologic monitoring at VAMC. Responsibilities include setting up all required equipment and supplies; accurately placing recording and stimulating electrodes at predetermined positions; testing equipment prior to use and making necessary adjustments; selecting appropriate electrode combinations (including non-standard assortments as needed); obtaining standard recordings; and continuously reporting the patient's nervous system status to the surgeon during the procedure. The Technologist shall recognize artifacts, differentiate them from true evoked potential patterns, and take corrective steps to eliminate them; obtain patient medical information when requested; and translate computer-generated test results into hard-copy reports for Neurologist interpretation. Data shall be transmitted for remote interpretation using secure, HIPAA-compliant methods consistent with HITECH, VA Handbook 6500.6, and FIPS 140-2 encryption requirements. Post-procedure duties include removing electrodes and returning equipment to specified VAMC locations or removing contractor-supplied equipment from the operating room upon completion. Technologists performing services shall meet ABRET/CNIM certification and VA credentialing requirements as referenced in Section 2.1.3. The Technologist shall immediately notify the attending surgeon and remote Neurologist of any clinically significant deviations from baseline waveforms and document such notifications in the case record.

4.11.1. Equipment Testing and Recording: The Contractor Technologist shall be sufficiently knowledgeable to test equipment prior to use, make adjustments to equipment settings, select predetermined and non-standard electrode combinations, and obtain standard recordings while reporting the ongoing status of the patient's nervous system to the surgeon.

4.11.2. Data Integrity, Reporting, and Post-Procedure Duties: The Contractor Technologist shall recognize artifacts in the data, differentiate artifacts from evoked potential patterns, and take appropriate steps to eliminate them. The Technologist shall obtain patient medical information when requested and translate test results from computer files into hard-copy reports for Neurologist interpretation. Technologists are responsible for removing electrodes post-procedure and returning equipment to

specified VAMC locations or removing contractor-supplied equipment from the operating room upon completion. Technologist case documentation and printouts shall be provided to the remote Neurologist and recorded in accordance with facility policy no later than the end of the surgical day.

4.11.3. Attendance and Verification: On-site contracted personnel shall sign in and out when in attendance in the operating room. Attendance rosters shall be used by the COR to verify work performed, consistent with the Quality Assurance Surveillance Plan (QASP). Failure to sign in and out on the attendance log may delay payment for services rendered.

4.12. Remote Contractor Neurologist Responsibilities: The Contractor shall provide qualified Remote Neurologists to perform real-time technical interpretation of intraoperative neurophysiologic monitoring (IONM) data via secure, HIPAA- and HITECH-compliant telemedicine platforms. Remote Neurologists shall ensure accurate interpretation of monitoring recordings, promptly communicate technical recommendations regarding neurophysiologic trends to the attending surgeon, and maintain continuous communication with the surgical team throughout each procedure. Neurologists shall complete all required documentation pertaining to procedures, complications, and outcomes within 24 hours following each case and submit reports via secure, encrypted channels in compliance with FIPS 140-2 standards. They shall adhere to all established patient safety and infection control standards, make every effort to prevent surgical complications or omissions in care, and report any patient injury, medication error, or breach of safety to the COR within 24 hours, including submission of a patient safety report and follow-up as required. Remote Neurologists must hold a current, unrestricted medical license in a U.S. state or territory, be Board Certified or Board Eligible by the American Board of Psychiatry and Neurology (ABPN), maintain continuing education requirements, and provide CME documentation to the COR as requested. All services shall meet or exceed nationally recognized standards, including those of ABPN, The Joint Commission (TJC), and the American Hospital Association (AHA), and comply with all requirements contained in this Performance Work Statement. Remote Neurologists shall be available 24 hours a day, seven days a week, 365 days a year, respond within 60 minutes for urgent or emergent cases, and participate in the Contractor's Quality Assurance program, including timely submission of QA reports. Remote Neurologists shall not engage in direct patient care or clinical decision-making; their role is limited to technical interpretation and monitoring.

4.13. QA/QI documentation: The contractor's Neurologists shall complete all required documentation pertaining to procedures, complications, and outcomes within 24 hours following each procedure. Documentation shall be transmitted via secure, encrypted communication consistent with HIPAA, HITECH, and FIPS 140-2 standards and shall

support Quality Assurance and Quality Improvement (QA/QI) monitoring as outlined in the Quality Assurance Surveillance Plan (QASP).

4.14. Equipment Service Report: The contractor shall submit an equipment service report to the COR within 24 hours of the completion of each surgical case. Reports shall include details of equipment performance, any malfunctions, corrective actions taken, and verification of compliance with VAMC safety and maintenance protocols.

4.15. Patient Safety and Incident Reporting: Contractor shall follow all established patient safety and infection control standards of care and make every effort to prevent surgical complications or omissions in the delivery of care. All events related to patient injury, medication errors, or other breaches of patient safety shall be reported to the COR as soon as practicable, but no later than 24 hours after occurrence. The contractor shall immediately notify the attending surgeon and COR of any clinically significant findings or adverse events during the procedure and submit a patient safety report, following up as required or requested by the COR.

4.16. Equipment Responsibility: VAMC will not procure or provide separate compensation for contractor's use of any equipment, accessories, or supplies required to perform services under this contract. The contractor may utilize existing VAMC monitoring equipment and software or provide and utilize its own equipment and software, provided efficacy and reliability can be evidenced. The VAMC will not be responsible for costs related to contractor-owned equipment, including repairs or replacements. The contractor assumes full responsibility for using its own technology to conduct IONM services and shall comply with all VAMC policies and procedures regarding the maintenance, use, and safety of any clinical equipment utilized in the OR at VAMC.

4.17. Networking and Connectivity: The contractor shall be responsible for providing computer networking assistance reasonably necessary for the Technologist to perform IONM services when using company-owned equipment. All connectivity shall be secure and encrypted in compliance with HIPAA, HITECH, and FIPS 140-2 standards.

5. **STANDARDS OF CARE:** The contractor and all contractor-provided personnel shall deliver neurological services equivalent to those provided in a state-of-the-art civilian medical treatment facility. the standard of care shall meet or exceed nationally recognized benchmarks and professional guidelines, including but not limited to:

5.1. Certification in American Board of Psychiatry and Neurologyhttp://www.abpn.com

5.2. Neurophysiologic Intraoperative Monitoring (CNIM) from the American Board of Registered Electro Neurophysiologic Technologist (http://www.abret.org)

5.3. This technical certification is intended for technologists who work under supervision by a neurophysiologist or neurologist. American Board of Neurophysiologic Monitoring (ABNM) certification (http://abnm.info)

5.4. The American College of Neurology (AAN):https://www.aan.com/policy-and-guidelines/guidelines/

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

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

5.7. All requirements contained in this Performance Work Statement (PWS).

6. MEDICAL RECORDS

6.1. Authorities: The Contractor and all contractor-provided personnel furnishing healthcare services to VA patients shall be considered part of the Department Healthcare Activity and shall comply with all applicable federal statutes and regulations, including:

- 5 U.S.C. § 552a (Privacy Act)
- 38 U.S.C. 5701 (Confidentiality of Claimants Records)
- U.S.C. 552 (FOIA)
- 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records)
- 38 U.S.C. 7332 (Confidentiality of Certain Medical Records)
- Title 5 U.S.C. § 522a (Records Maintained on Individuals)
- 45 C.F.R. Parts 160, 162, and 164 (HIPAA)

6.2. HIPAA: This contract meets the exception in 45 CFR 164.502(e) and does not require a Business Associate Agreement (BAA) for the disclosure of Protected Health Information to a health care provider for treatment purposes.

6.3. Patient records: All treatment and administrative patient records generated under this contract or provided by VA are covered by the VA system of records entitled Patient Medical Records-VA (24VA19). Contractor-generated VA patient records are the property of VA and shall not be accessed, released, transferred, or destroyed except in

accordance with applicable laws and regulations. The Contractor shall ensure that all records pertaining to medical care and services are available for immediate transmission when requested by VA and accessible in real time during procedures for VA surgeons and authorized personnel. Records identified for review, audit, or evaluation by VA representatives and authorized federal or state officials shall be accessed on-site during normal business hours or mailed by the Contractor at its expense. All final patient records, correspondence, and notes shall be delivered to VA within twenty-one (21) calendar days after contract expiration. All electronic transmission of patient records shall utilize VA-approved secure, encrypted methods consistent with FIPS 140-2 standards.

6.4. **Disclosure:** Contractor and contractor personnel may have access to patient medical records; however, the Contractor shall obtain VA permission before disclosing any patient information. Subject to applicable federal confidentiality or privacy laws, the Contractor and its designated representatives, as well as authorized federal regulatory agencies, may access VA records at VA's place of business during normal business hours to inspect, review, and make copies. The VA will provide the Contractor with copies of VHA Handbook 1907.1 (Health Information Management and Health Records) and VHA Handbook 1605.1 (Privacy and Release of Information). The penalties and liabilities for unauthorized disclosure of VA patient information mandated by these statutes and regulations apply to the Contractor. Failure to comply with record handling requirements may result in corrective action under the Quality Assurance Surveillance Plan (QASP).

6.5. Confidentiality of Patient Records:

6.5.1. The Contractor, as a VA provider, will assist in the provision of health care to patients seeking such care from or through VA. As such, the Contractor is considered part of the Department health care activity and is subject to the Privacy Act (Title 5 U.S.C. 552a). For purposes of VA records access and patient confidentiality, the Contractor is considered a VA contractor under Title 38 U.S.C. 5701, 5705, and 7332. Therefore, the Contractor may have access to patient medical records, including sensitive treatment records (e.g., drug and alcohol abuse, HIV, sickle cell anemia), only to the extent necessary to perform contractual responsibilities. The Contractor is prohibited from disclosing VA records or information contained therein unless explicit written authorization is received from VA. The Contractor is subject to the same penalties and liabilities for unauthorized disclosures as VA employees.

6.5.2. All records referenced above shall remain the property of VA and shall not be removed or transferred except in accordance with applicable federal laws and

regulations, including U.S.C. 551a (Privacy Act), 38 U.S.C. 5701, 5705, and 7332, and 5 U.S.C. 552 (FOIA). Subject to these laws, the Contractor and authorized representatives of federal regulatory agencies may access VA records at VA's place of business during normal business hours for inspection, review, and copying. Unauthorized removal or destruction of VA records is strictly prohibited.

6.5.3. The records referred to above shall be and remain the property of VA and shall not be removed or transferred from VA except in accordance with U.S.C.551a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of Claimants Records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of Certain Medical Records), and federal laws, rules and regulations. Subject to applicable federal confidentiality or privacy laws, the Contractor, or their designated representatives, and designated representatives of Federal regulatory agencies having jurisdiction over Contractor, may have access to VA 's records, at VA's place of business on request during normal business hours, to inspect and review and make copies of such records.

6.6. Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by VHA Handbook 1907.01*Health Information Management and Health Records*:http://www1.va.gov/vhapublications/ViewPublication.asp?pub_ID=2791Documentation must be accurate, complete, and timely to support continuity of care and compliance with VA standards.

6.7. Release of Information: VA shall maintain control over the release of all patient medical information. When authorized by VA, the Contractor shall comply with VA regulations and use VA-approved forms, including:

6.7.1. VA Form 3288, Request for and Consent to Release of Information from Individual's Records,(Request for and Consent to Release of Information from Individual's Records) for general release requests.

6.7.2. VA Form 10-5345, Request for and Authorization to Release Medical Records or Health Information, (*Request for and Authorization to Release Medical Records or Health Information*) for records protected under 38 U.S.C. 7332.

The Contractor shall be responsible for locating and forwarding records not maintained at its facility and shall ensure that all treatment and release records include the patient's

signed consent form. Completed release requests shall be forwarded to the VA Privacy Officer at:

Attn: Privacy Officer
Harry S. Truman Memorial Veterans' Hospital
800 Hospital Dr.
Columbia, MO 65201
Phone: 573-814-6589 ext. 56589

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

7.1. **Q**uality Management/Quality Assurance Surveillance: Contractor performance shall be monitored by the Government using the standards outlined in this Performance Work Statement (PWS) and the methods detailed in the Quality Assurance Surveillance Plan (QASP). The QASP, attached to the resultant contract, defines the methods and frequency of surveillance conducted.

7.2. Complaint Resolution: The Contracting Officer (CO) shall resolve complaints concerning contractor relations with Government employees or patients. The CO is the final authority on validating complaints. If the contractor is involved and named in a validated patient complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

7.3. Government Right to Refuse Personnel: The Government reserves the right to refuse acceptance of any contractor personnel at any time after performance begins if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication, drug use, theft, patient abuse, negligence, or other conduct resulting in formal complaints. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall address issues concerning contractor conduct, and the CO is the final arbiter on questions of acceptability.

7.4. Performance Standards:

7.4.1. Measure: Patient Access

- Performance Requirement: The contractor shall provide contractor's Neurologists in accordance with the operating hours and VA clinical schedule outlined in this PWS.

- Standard: All (100%) Contractor's Neurologists are on time and available to perform services.
- Acceptable Quality Level: Contractor's Neurologists are on-time and available to perform services 100% of the time in accordance with this performance work statement.
- Surveillance Method: Direct Observation
- Frequency: As scheduled for procedures

7.4.2. Measure: Patient Safety

- Performance Requirement: Patient safety incidents shall be reported using Patient Safety Report. All incidents reported immediately (within 24 hours.)
- Standard: All (100%) of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.
- Acceptable Quality Level: 100% of patient safety incidents are reported using Patient Safety Report within 24 hours of incident.
- Surveillance Method: Direct Observation
- Frequency: Random

7.4.3. Measure: Licensing, Registration, and Certification

- Performance Requirement: Updated licensing, registration, and certification shall be provided as renewed. Licensing and registration information kept current.
- Standard1: Neurologists shall maintain current unrestricted licenses and Board Certification/Eligibility by ABPN; Technologists shall maintain ABRET accreditation; on-site providers shall maintain BLS certification.
- Standard 2: Electro Neurophysiologic Technologists shall be accredited through the American Board of Registration of Electroencephalographic and Evoked Potential Technologists (ABRET) and shall maintain current Basic Life Support (BLS) certification.
- Acceptable Quality Level: 100% licensing, registration(s) and certification(s) for contractor's Neurologists shall be provided as they are renewed. Licensing and registration information kept current.
- Surveillance Method: Periodic Sampling and Random Sampling
- Frequency: Random

7.4.4. Measure: Medical Records

- Performance Requirement: Contractor shall make all medical records concerning the veteran's surgical care readily accessible to VA and VA surgeons.
- Standard: All (100%) of reports/status will be available in real time during operation to surgeon(s).
- Acceptable Quality Level: 100% compliance

- Surveillance Method: Direct Observation
- Frequency: Random

7.4.5. Measure: Privacy, Confidentiality and HIPAA

- Performance Requirement: Contractor must maintain privacy, confidentiality, and security guided by VA policies/procedures.
- Standard: Contractors must comply with all laws, regulations, policies and procedures relating to Privacy, Confidentiality and HIPAA
- Acceptable Quality Level: 100%compliance
- Surveillance Method: Periodic Sampling; evidence of annual training required by VAMC; report violations per VA Directive 6500.6.
- Frequency: Random

7.4.6. Measure: Billing for Services

- Performance Requirement: Billing invoices must be submitted timely, in monthly arrears.
- Standard:100% of invoices submitted by the 7th business day of the following month after services performed.
- Acceptable Quality Level: 100%compliance
- Surveillance Method: System-generated compliance reports from the VA's electronic invoicing platform (Tungsten).
- Frequency: Random

7.5. REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM

7.5.1. As prescribed in Federal Acquisition Regulation (FAR) Part 42.11, the Department of Veterans Affairs (VA) evaluates contractor past performance on all contracts that exceed the Simplified Acquisition Threshold (SAT) and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided with an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Defense Contract Management Agency (DCMA). CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for contractor responsibility determination information.

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

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

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

8. GOVERNMENT RESPONSIBILITIES

8.1. Contract Administration/Performance Monitoring: After award of contract, all inquiries and correspondence relative to the administration of the contract shall be addressed to: The primary COR and contracting officer assigned to the contract.

8.2. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue any modification to include (but not limited to) terms affecting price, quantity or quality of performance of this contract.

The Contracting Officer shall resolve complaints concerning contractor relations with the Government employees or patients. The Contracting Officer is final authority on validating complaints. In the event the contractor effects any such change at the

direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

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

8.4. COR Responsibilities: Will be identified at award

NAME: TBD
Address:
Email:
Phone:

8.5. The COR shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

8.6. The COR will be responsible for monitoring the contractor’s performance to ensure all specifications and requirements are fulfilled.

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

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

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

9. SPECIAL CONTRACT REQUIREMENTS:

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

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

What	Submit as noted	Submit To
Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting contract requirements and performance standards	Upon quote and as frequently as indicated in the performance standards.	Contracting Officer
Copies of any and all licenses, board certifications, NPI, to include primary source verification of all licensed and certified staff	Upon quote and upon renewal of licenses and upon renewal of option periods or change of key personnel.	Contracting Officer with quote; renewal submitted to VETPRO system.
Certification that staff list have been compared to OIG list	Upon quote and upon new hires.	Contracting Officer
Proof of Indemnification and Medical Liability Insurance	Upon quote and upon renewals.	Contracting Officer
ACLS/BLS Certification	Upon award and every two years after award.	COR
Contingency plan for replacing key personnel to maintain services as required under the terms of the contract	Upon quote and as updated	COR

9.3. Billing:

Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than the7th workday of the month. Subsequent changes or corrections shall be submitted by separate invoice. In addition to

information required for submission of a "proper" invoice in accordance with FAR 52.212-4 (g), all invoices must include:

Name and Address of Contractor

Invoice Date and Invoice Number

Contract Number and Purchase/Task Order Number

Date of Service

Surgical procedure and time procedure began/ended

Contractor's Neurologists (*Name of Contractor's employee)*

Contractor's Technologist (Name of Contractor's employee)

Rate normal business hours / outside normal business hours

Total price

Contact name, title and telephone number

9.4. Vendor Electronic Invoice Submission Methods:

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

Tungsten Support

Phone: 1-877-489-6135

Tungsten e-Invoice email:VA.Registration@Tungsten-Network.com

Website: http://www.tungsten-network.com

Department of Veterans Affairs Financial Service Center

Phone: 1-877-353-9791 Email:vafscched@va.gov

9.5. Payment Adjustments:

The contractor shall be paid only for actual work performed. Contractor will not be paid if a case is cancelled due to faulty equipment. Contract providers of care shall be responsible for reporting time worked accurately. The Contract shall be paid for actual services performed.

The contract shall be adjusted at *the end of the period of per*formance (base or option year) in accordance with actual performance.

9.6. Payments in full/no billing VA beneficiaries:

The Contractor shall accept payment for services rendered under this contract as payment in full. VA beneficiaries shall not under any circumstances be charged nor their insurance companies charged for services rendered by the Contractor, even if VA does not pay for those services. This provision shall survive the termination or ending of the contract.

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

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

9.7. Contractor Security Requirements (Handbook 6500.6)

All contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. <u>This requirement is applicable to all subcontractor personnel requiring the same access.</u> If the investigation is not completed prior to start date of the contract, the contractor will be responsible for the actions of those individuals they provide to perform work for the VA.

POSITION SENSITIVITY: The position sensitivity/risk level has been designated as *Low Risk.*

BACKGROUND INVESTIGATION: The level of background investigation commensurate with the required level of access is National Agency Check with written inquiries.

10. CONTRACTOR RESPONSIBILITIES:

10.1. The contractor shall submit, or have their employees submit the following required forms to the Contracting Officer / COR:

- VSC Forms 1,2 and 3.
- Optional Form 306, "Declaration for Federal Employment".
- Self-Certification of Continuous Service
- VA Form 710, Authorization for Release of Information
- Any additional forms required at the time of credentialing / onboarding.

10.2. The contractor, when notified of an unfavorable determination by the Government, shall withdraw the employee from consideration from working under the contract.

10.3. VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY LANGUAGE FOR INCLUSION INTO CONTRACTS.

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security. Access to VA Information and VA Information Systems

10.3.1. ACCESS to VA INFORMATION AND VA INFORMATION SYSTEMS

- A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.
- Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided

and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

- The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination**.**

10.3.2. VA INFORMATIONCUSTODIALLANGUAGE

- Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

- VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct onsite inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.
- Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

- The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.
- The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.
- If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.
- If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.
- The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.
- The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

- Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.
- Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of

medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above-mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

- For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COTR.

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

- VA prohibits the installation and use of personally owned or contractor/subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

- All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- Vendor must accept the system without the drive;
- VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
- The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
- Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
- A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

10.3.4. SECURITY INCIDENT INVESTIGATION

- The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy

incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

- To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

- With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

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

10.3.5. LIQUIDATED DAMAGES FOR DATA BREACH

- Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. 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/subcontractor processes or maintains under this contract.

- The contractor/subcontractor 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.

Each risk analysis shall address all relevant information concerning the data breach, including the following:

(1) Nature of the event (loss, theft, unauthorized access).

(2) Description of the event, including:

(a) date of occurrence.
(b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;

(3) Number of individuals affected or potentially affected;

(4) Names of individuals or groups affected or potentially affected;

(5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;

(6) Amount of time the data has been out of VA control;

(7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);

(8) Known misuses of data containing sensitive personal information, if any;

(9) Assessment of the potential harm to the affected individuals;

(10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

(11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of

$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- Notification;
- One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- Data breach analysis;
- Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- One year of identity theft insurance with $20,000.00 coverage at $0 deductible; and
- Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

10.3.6. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-days' notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

10.3.7. TRAINING

All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:

- Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, Appendix E relating to access to VA information and information systems;
- Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;

- Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access

The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(END PERFORMANCE WORK STATEMENT)

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) (DEVIATION OCT 2025)

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment—

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

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

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

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

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

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

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

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

(D) Contractor point of contact; and

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

(5) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain

Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

(1) The schedule of supplies/services;

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

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

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

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

(8) The specification.

(s) Unauthorized obligations.

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

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

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

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

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

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

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

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

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

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

(End of clause)

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.

(End of Addendum to 52.212-4)

C.2 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
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS.	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEVIATION NOV 2025)	OCT 2018
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION NOV 2025)	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION NOV 2025)	NOV 2015
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION NOV 2025)	NOV 2020
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEVIATION NOV 2025)	OCT 2022
52.222-3	CONVICT LABOR (DEVIATION NOV 2025)	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION NOV 2025)	JUN 2020
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (DEVIATION NOV 2025)	JUN 2020
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION NOV 2025)	JUN 2020
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION NOV 2025)	DEC 2010

52.222-41	SERVICE CONTRACT LABOR STANDARDS (DEVIATION NOV 2025)	AUG 2018
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (DEVIATION NOV 2025)	AUG 2018
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION NOV 2025)	NOV 2021
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2025) (DEVIATION NOV 2025)	JAN 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION NOV 2025)	JAN 2022
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION NOV 2025)	JAN 2022
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-23	SUSTAINABLE PRODUCTS (DEVIATION NOV 2025)	MAY 2024
52.224-3	PRIVACY TRAINING	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION SEP 2025)	FEB 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD (DEVIATION NOV 2025)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION NOV 2025)	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION OCT 2025)	JAN 2025
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026

852.211-76	LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS	FEB 2023
852.219-73	VA NOTICE TO TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (DEVIATION)	JAN 2023
852.219-75	VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (DEVIATION)	JAN 2023
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION)	APR 2025
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.237-70	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE	OCT 2019
852.237-72	CRIME CONTROL ACT—REPORTING OF CHILD ABUSE	OCT 2019
852.237-74	NON-DISCRIMINATION IN SERVICE DELIVERY	OCT 2019
852.237-75	KEY PERSONNEL	OCT 2019
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

C.3 52.216-18 ORDERING (AUG 2020)

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

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

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

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

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

(3) If sent electronically, the Government either—

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

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

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

(End of Clause)

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

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

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

(1) Any order for a single item in excess of; TBD

(2) Any order for a combination of items in excess of TBD; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract

shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after five (5) years and six (6) months.

(End of Clause)

C.6 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 60 days.

(End of Clause)

C.7 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 60 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, six (6) months.

(End of Clause)

C.8 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

(a) Definitions. As used in this clause —

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

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

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

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

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

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

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

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

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

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

(End of clause)

C.9 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

C.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.11 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS. (DEVIATION NOV 2025)

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

(2) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any

supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

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

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

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

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

(4) Iran prohibitions.

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

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

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

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests

in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

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

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

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

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

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

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

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

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

(h) General report.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph

(h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

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

(i) New FASCSA orders report.

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

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

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

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

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

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

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

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

(End of clause)

C.12 852.204-72 PERSONNEL VETTING AND CREDENTIALING (MARCH 2026)

(a) Definitions. As used in this clause –

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

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

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

(b) *Risk and Sensitivity Levels*. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract. *VA Administrations, organizations and staff offices will use the OPM Position Designation Tool.

Positions/Tasks Designated as Non-Sensitive Positions - Tier 1/Low Risk
Contractor (Title 38 GS-0602-15 equivalent)

Positions/Tasks Designated as Non-Sensitive Positions - Tier 2/Mod Risk
NOT APPLICABLE
Positions/Tasks Designated as Non-Sensitive Positions - Tier 4/High Risk
NOT APPLICABLE

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3: *NOT APPLICABLE*

Tier 5: *NOT APPLICABLE*

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

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

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

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

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

Directive/Handbook 0735 when any of the following events occur:

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

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

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

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

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

(End of clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 ATTACHMENT 1 - QASP

D.2 ATTACHMENT 2 - Contractor Rules of Behavior

D.3 ATTACHMENT 3 - Contractor Certification Immigration Nationality Act

D.4 ATTACHMENT 4 - Wage Determination

D.5 ATTACHMENT 5 - Past Performance

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

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

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

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

(4) A summary of the rationale for award.

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

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

(End of provision)

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 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 one 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 4:00 pm CST, 14 days from the

solicitation issue date (Page 1, Block 6). 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) if applicable (amendment to solicitation)
- Completed Section B.1 Contract Administration Data.
- Completed Price Proposal – Section B.2 Schedule of Services and Price
- Completed and signed – IONM 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)
- Curriculum vitae (CV)s of Key Personnel including certifications and licenses certificates.
- Certification that key personnel and Contractor have been compared to OIG list
- Insurance - Proof of Indemnification and Medical Liability Insurance.

i. Socio-economic Group. Offeror must be a verified Service-Disabled Veteran-Owned Small Business (SDVOSB). Only verified SDVOSB's listed on the Small Business Administration Veteran Small Business Certification (SBA VetCert) database (http://veterans.certify.sba.gov/) at the time of proposal submission, and at the time of award, shall be considered for award. Unverified 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 list, 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 Jason.Condiff@VA.gov Subject "VAMC COL - IONM Services - 36C25525Q0562" 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 two (2) volumes submitted as two (2) files as indicated below:

Volume 1 – PRICE RESPONSE

- 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. The offeror is instructed to fill in the Unit Price and Amount columns 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)

All documents shall be PDF format.

Volume 2 – NON-PRICE RESPONSE

- Completed and signed – IONM 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)
- Curriculum vitae (CV)s of Key Personnel including certifications and licenses certificates.
- OIG List of Excluded Individuals/Entities Verification of Offeror and Key Personnel.
- Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting contract requirements and performance standards
- Certification that key personnel have been compared to OIG list
- Contractor's Contingency Plan for replacing key personnel to maintain services as required under the terms of the contract
- Insurance - Proof of Indemnification and Medical Liability Insurance
- Complete the fill-in provisions 52.209-7

All documents shall be in PDF format.

EVALUATION FACTORS AND CRITERIA

The Government will select the best overall offer, based upon an integrated assessment of evaluation factors listed in the section entitled Evaluation Criteria. Contract may be awarded to the offeror who is deemed responsible in accordance with the FAR, whose offer conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required in the Performance Work Statement and Special Requirements Section of this solicitation) and is judged by an overall assessment of the evaluation factors to represent the most advantageous 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, trade-offs between price and non-price factors are permitted. 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 to the Government. Unrealistically 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.

- Evaluation Criteria
  - Factor 1: Technical Capability
  - Factor 2: Past Performance
  - Factor 3: Price

Factor 1, Technical Capability:

To be considered "Acceptable", the quote must demonstrate Technical Experience providing IONM staffing services. Offerors may satisfy this acceptability criteria by identifying one or more contracts under which the IONM staffing services were provided. For example, the proposal must clearly account for and demonstrate that the Offeror has provided IONM staffing services.

Offerors shall submit documentation to prove their capability to perform the services described in the Performance Work Statement. Offerors shall address all aspects of the 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.

The Government will evaluate the offeror's capabilities to provide IONM services outlined in the Performance Work Statement (PWS) in this RFQ. The services recommended by the offeror will be evaluated in how they satisfy all of the requirements provided in the PWS and RFQ Instructions. Additionally, the following requirements must be included in the offeror's technical capabilities.

- Quality Control Plan - Description and reporting reflecting the contractor's plan for meeting contract requirements and performance standards.
- Contingency Plan - Contingency plan for replacing key personnel to maintain services as required under the terms of the contract.
- Copies of Curriculum Vitae (CV) or resume of each service provider submitted for performance under this contract.
- Licenses and Certifications - Copies of any and all licenses, board certifications, Joint Commission, NPI, Certification for Neurophysiological Intraoperative Monitoring (CNIM), Certification on equipment proposed, to include primary source verification of all licensed and certified staff.
- Information on malpractice claims, terminations or suspension of privileges filed or imposed in the last five (5) years for all service providers proposed for performance under this contract. If applicable, submit copies of claims and disposition of each. If none, so state/certify in your submittal. Failure to provide requested documentation may disqualify offer from consideration.
- Company background, including number of years of experience company possesses providing IONM services and how they propose to meet the requirements as stated in the Performance Work Statement.
- Manufacturer name and model of contractor devices offered for performance under this contract. Include, as a minimum, manufacturer's specification sheets (glossies) or equivalent data for each device.

Note: The information that is requested above is required for the Government to evaluate proposals for Factor 1, Technical Capability. General statements claiming Technical Experience providing IONM Staffing services that do not include specific references for prior contract work, or that do not include the information required above, are not acceptable. **FAILURE TO SUBMIT THE INFORMATION REQUIRED ABOVE TO SUPPORT THE OFFEROR'S CLAIMED TECHNICAL EXPERIENCE MAY BE VIEWED BY THE GOVERNMENT AS EVIDENCE THAT THE OFFEROR LACKS TECHNICAL EXPERIENCE PROVIDING IONM STAFFING SERVICES WHEN EVALUATING PROPOSALS FOR THE TECHNICAL CAPABILITY EVALUATION FACTOR.**

Factor 2, Past Performance:

Past Performance Worksheet: past performance worksheets that are received by this contracting office will be included as part of your quote submission. Forward attachment d.5 to current or previous contract holders with your company where the services provided were similar in scope and size with the requirement detailed in the performance work statement. Past performance worksheets must be received directly from the contract holder with contact information, a brief description of the work completed, and contract number (if relevant). The government also reserves the right to obtain information for other sources use in the evaluation of 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.

- 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 D.5 – past performance, 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 will review available past performance data in the past performance information retrieval system (ppirs); however, the government reserves the right to obtain past performance information from any available source and may contact customers other than those identified by the offeror when evaluating past performance.

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 price proposal using the Schedule of Services and Price from Section B.2. No other format for price proposals shall be accepted.

(End of Addendum to 52.212-1)

E.2 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

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

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

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

(End of provision)

E.3 52.216-1 TYPE OF CONTRACT (APR 1984) (DEVIATION NOV 2025)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity, Firm Fixed Price contract resulting from this solicitation.

(End of provision)

E.4 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/

(End of Provision)

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT - ALTERNATE I (NOV 2021)	JUN 2020
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2024)	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION.	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION NOV 2025)	NOV 2024
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018

852.209-70	ORGANIZATIONAL CONFLICTS OF INTEREST	OCT 2020
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	SEP 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	SEP 2018
852.273-70	LATE OFFERS	NOV 2021
852.273-73	EVALUATION - HEALTH-CARE RESOURCES	NOV 2021
852.273-74	AWARD WITHOUT EXCHANGES	NOV 2021

E.5 52.233-2 SERVICE OF PROTEST (SEP 2006) (DEVIATION NOV 2025)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

Hand-Carried Address:
Department of Veterans Affairs
Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway
Leavenworth KS 66048

Mailing Address:
Department of Veterans Affairs
Network Contracting Office (NCO) 15
3450 S 4th Street Trafficway
Leavenworth KS 66048

(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)