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

1. REQUISITION NO.

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			36C26326R0005	07-02-2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Daniel Vagts	651-293-3040	07-20-2026 10AM CST

9. ISSUED BY — CODE 36C263

Department of Veterans Affairs
Network 23 Contracting Office
Daniel Vagts
316 Robert Street N. STE. 506
St Paul MN 55101

10. THIS ACQUISITION IS

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

NAICS: 621111

SIZE STANDARD: 16 Million

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

12. DISCOUNT TERMS

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

13b. RATING: N/A

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

15. DELIVER TO — CODE

Department of Veterans Affairs
NCO 23 - Minneapolis

One Veterans Dr
Minneapolis MN 55417

16. ADMINISTERED BY — CODE

Department of Veterans Affairs
Network 23 Contracting Office
Daniel Vagts
316 Robert Street N. STE. 506
St. Paul MN 55415

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 Y

Department of Veterans Affairs
Financial Services Center
PO Box 149971

Austin TX 78714-9971

PHONE: — FAX:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	On-Site Radiation Oncology Therapeutic Medical Physicists for the Minneapolis VA Healthcare System. This requirement is for two positions. One Chief Therapeutic Medical Physicist and one Therapeutic Medical Physicist. See Section B.3 Schedule of Services on page 7. See Section B.4 Performance Work Statement on page 10. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See CONTINUATION Page

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

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED.
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE 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): Daniel Vagts VA-VHA-SAOC-2019-161D3612 Contract Officer — 31c. DATE SIGNED

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

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

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer

Contracting Officer is Daniel Vagts at daniel.vagts@va.gov

Department of Veterans Affairs

NCO 23 – St. Paul

316 Robert Street N.

St. Paul MN 55101

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

See Billing Instructions, PWS 6.2. Billing:

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

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

AMENDMENT NO	DATE

6. **TYPE OF CONTRACT:** Resultant contracts shall be a Fixed Price, Indefinite Delivery Indefinite Quantity (FP-IDIQ) contract effective for the period stated in the Schedule of Services.

7. **TERM OF CONTRACT:** The contract period is effective September 16, 2022 through September 15, 2027 with two (2) available option periods.

8. **POINT OF CONTACT:** The Contractor shall provide a point of contact (POC) who shall be responsible for the performance of the work under this contract. The POC shall have full authority to act for the Contractor on all matters relating to the daily operation of this contract. The POC may be a contract health care provider performing under this contract. An alternate may be designated, but the Contractor shall identify, in writing, those times when the alternate shall act as the POC. The Contractor shall identify the POC and alternate in writing to the Contracting Officer's Representative (COR) and Contracting Officer (CO). The Contractor shall give written notification to the COR and CO of the time when the alternate will act as the POC. The POC shall be available by telephone Monday through Friday, 8:00 AM through 4:30 PM, excluding Federal holidays.

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

10. **POST AWARD ORIENTATION:** The Contracting Officer will schedule a post award orientation for contract orientation purposes as required by Procurement Policy Memorandum (PPM) 2019-01.

B.2 SUBCONTRACTING PLAN-MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes FAR 52.219-9, Small Business Subcontracting Plan, and VAAR 852.219-9, VA Small Business Subcontracting Plan Minimum Requirement. Accordingly, any contract resulting from this solicitation will include these clauses. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) to assist in assessing the contractor's compliance with the plan, including reviewing the contractor's accomplishments in achieving the subcontracting goals in the plan. To that end, the support contractor(s) may require access to the contractor's business records or other proprietary data to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts

of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor compliance with the subcontracting plan.

B.3 SCHEDULE OF SERVICES

The Contractor shall furnish all key personnel to provide services necessary to perform onsite Medical Physicist Services to eligible beneficiaries of the Department of Veterans Affairs, Minneapolis VAHCS (MVAHCS)

All VHA Radiation Oncology Services are accredited by a nationally recognized accrediting body contracted through the National Radiation Oncology Program (NROP). As such any Contractor providing on-site radiation oncology services must adhere to all the policies and procedures; practice standards, guidelines, patient care operations; patient safety; quality assurance and quality management of radiotherapy planning, equipment, and delivery; and continuous quality improvement initiatives promulgated by the American College of Radiology, American Society for Radiation Oncology and American Association for Physicist in Medicine.

Place of Performance: Services shall be provided on site in Radiation Oncology Service, MVAHCS, One Veteran Drive, Minneapolis, MN 55417.

Pricing Instructions:

The offeror is instructed to edit the number of Sub-Line Items (SLIN) to correspond with the number of key personnel submitted for the line item number (LIN).

The Contractor shall propose key personnel to be credentialed and be available for scheduling to meet the requirements of the contract.

Period of Performance: BASE PERIOD: 09/16/2026 to 09/15/2027

LIN No.	**SLIN**	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total Annual Cost**
0001	None	Board Certified Therapeutic Medical Physicist Services	4,512	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	0001a	Board Certified Therapeutic Medical Physicist (Chief) NAME: _____ TITLE: Senior	2,256	Hours	$/hr.	$

None	0001b	Board Certified Therapeutic Medical Physicist NAME: _____ TITLE: Junior	2,256	Hours	$/hr.	$
TOTAL FOR BASE PERIOD			4,512	Hours	$	

OPTION PERIOD 1: 09/16/2027 to 09/15/2028

LIN No.	**SLIN**	**Description**	**Qty.**	**Unit**	**Unit Cost**	**Total Annual Cost**
1001	None	Board Certified Therapeutic Medical Physicist Services	4,512	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	1001a	Board Certified Therapeutic Medical Physicist (Chief) NAME: _____ TITLE: Senior	2,256	Hours	$/hr.	$
None	1001b	Board Certified Therapeutic Medical Physicist NAME: _____ TITLE: Junior	2,256	Hours	$/hr.	$
TOTAL FOR OPTION PERIOD 1			4,512	Hours	$	

OPTION PERIOD 2: 09/16/2028 to 09/15/2029

LIN No.	SLIN	Description	Qty.	Unit	Unit Cost	Total Annual Cost
2001	None	Board Certified Therapeutic Medical Physicist Services	4,512	Hours	DO NOT PRICE	DO NOT PRICE
KEY PERSONNEL						
None	2001a	Board Certified Therapeutic Medical Physicist (Chief) NAME: _____ TITLE: Senior	2,256	Hours	$/hr.	$
None	2001b	Board Certified Therapeutic Medical Physicist NAME: _____ TITLE: Junior	2,256	Hours	$/hr.	$
TOTAL FOR OPTION PERIOD 2			4,512	Hours	$	

TOTAL FOR BASE AND ALL OPTION PERIODS: $

In accordance with FAR 16.504(a)(1), the guaranteed minimum and maximum dollar amounts are listed in the table below. These amounts cover all ordering periods of the contract. The maximum dollar amount listed shall not be exceeded. IDIQ established MIN and MAX dollar amounts for all ordering periods:

Minimum	$150,000.00
Maximum	$5,000,000.00

B.4 PERFORMANCE WORK STATEMENT

1. GENERAL

1.1 SERVICES REQUIRED: The VA Radiation Oncology Services are accredited by a nationally recognized accrediting body contracted through NROP. As such any Contractor providing on-site radiation oncology services must adhere to Guidelines & Technical Standards for Radiation Oncology promulgated by the American College of Radiology, American Society for Radiation Oncology and American Association for Physicist in Medicine: A contractor providing on-site radiation oncology services must provide evidence the radiation oncology practice meets or exceeds the established clinical practice guidelines and standards.

The Minneapolis VA Health Care System (MVAHCS) has a need for the provision of two (2) full-time Medical Physicists. Contractor shall provide Medical Physicists who are fully trained and fully competent to perform the required services for the duration of the contract period. One Physicist must be designated as a Senior Medical Physicist to serve as the Chief Physicist to oversee all medical physics and dosimetry aspects in support of radiation oncology physics program at the medical center. One other Medical Physicist will be provided to assist and support the Chief Physicist in performing the requirements of the contract.

1.2. PLACE OF PERFORMANCE: Contractor shall furnish onsite services at the Minneapolis VA Health Care System, One Veterans Drive, Minneapolis, MN 55417.

1.3. Authority: Title 38 USC 8153, Health Care Resources (HCR) sharing Authority and FAR 12 in combination with 15.

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

1.4.1. VA Directive 1663: Health Care Resources (HCR) Contracting – Buying Title 38 U.S.C. 8153

1.4.2. VHA Directive 1003.04: VHA Patient Advocacy

1.4.3. VHA Directive 1065: Productivity and Staffing Guidance for Specialty Provider Group Practice

1.4.4. VHA Directive 1088(1): Communicating Test Results to Providers and Patients

1.4.5. VHA Directive 1100.18: Reporting and Responding to State Licensing Boards

1.4.6. VHA Directive 1100.20: Credentialing of Health Care Providers

1.4.7. VHA Directive 1100.21: Privileging

1.4.8. VHA Directive 1192.01: Seasonal Influenza Vaccination Program for VHA Health Care Personnel

1.4.9. VHA Directive 1220(1): Facility Procedure Complexity Designation Requirements to Perform Invasive Procedures in Any Clinical Setting

1.4.10. VHA Directive 1605.01: Privacy and Release of Information

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

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

1.4.13. VHA Directive 1156 Accreditation of VHA Radiation Oncology Services/Sections

1.4.14. VHA Directive 1414 Stereotactic Body Radiotherapy

1.4.15. Privacy Act of 1974 (5 U.S.C. 552a) as amended: http://www.justice.gov/oip/foia_updates/Vol_XVII_4/page2.htm

1.4.16. US Nuclear Regulatory Commission for management and use of radioactive materials for medical use and radiation safety requirements, to include (but not limited to) 10 CFR Parts 19, 20, 30, 33, 35, and 71:

http://www.nrc.gov/reading-rm.html

1.5. ACRONYMS/DEFINITIONS:

1.5.1. AAPM: American Association of Physics in Medicine

1.5.2. ABR: American Board of Radiology

1.5.3. ACGME: Accreditation Council for Graduate Medical Education

1.5.4. ACO: Administrative Contracting Officer

1.5.5. ACR: American College of Radiology

1.5.6. ALARA: As Low as Reasonably Achievable (least & lowest radiation exposure possible)

1.5.7. AOA: American Osteopathic Association

1.5.8. ARRT(T): American Registry of Radiologic Technologists (T) in Radiation Therapy

1.5.9. ASTRO/APEX: American Society for Radiation Oncology/Accreditation Program for Excellence ® (https://www.astro.org/Daily-Practice/Accreditation)

1.5.10. BAA: Business Associate Agreement

1.5.11. CAMPEP: Commission on Accreditation of Medical Physics Educational Programs (http://www.campep.org/default.asp)

1.5.12. CDC: Centers for Disease Control and Prevention

1.5.13. CEU: Certified Education Unit

1.5.14. Clinical Privileging: Clinical Privileging is the process by which a practitioner, licensed for independent practice; e.g., without supervision, direction, required sponsor, preceptor, mandatory collaboration, etc.; is permitted by law and the facility to practice independently, to provide specific medical or other patient care services within the scope of the individual's license, based upon the individual's clinical competence as determined by peer references, professional experience, health status,

education, training and licensure. Clinical privileges must be facility-specific and provider-specific, and within available resources.

1.5.15. CMD: Certified Medical Dosimetrist

1.5.16. CME: Continuing Medical Education

1.5.17. CMS: Centers for Medicare and Medicaid Services

1.5.18. CO: Contracting Officer

1.5.19. COR: Contracting Officer's Representative

1.5.20. COS: Chief of Staff

1.5.21. CPARS: Contractor Performance Assessment Reporting System

1.5.22. CPRS: Computerized Patient Recordkeeping System- electronic health record system used by the VA.

1.5.23. Credentialing: Credentialing is the process of obtaining, verifying, and assessing the qualifications of a health care provider to provide care or services in or for the VA health care system. Credentials are documented evidence of licensure, education, training, experience, or other qualifications.

1.5.24. DEA: Drug Enforcement Agency

1.5.25. EHR: Electronic Health Record – electronic health record system used by the VA.

1.5.26. FSMB: Federation of State Medical Boards

1.5.27. FTE: Full Time Equivalent VA's standard definition is for full time working the equivalent of 80 hours every two weeks, 2080 hours per year. However, providers may propose using their standard FTE definition.

1.5.28. HHS: Department of Health and Human Services

1.5.29. HICPAC: Healthcare Infection Control Practices Advisory Committee- a federal advisory committee made up of 14 external infection control experts who provide advice and guidance to the CDC and the Secretary of HHS regarding the practice of health care infection control, strategies for surveillance and prevention and control of health care associated infections in United States health care facilities.

1.5.30. HIPAA: Health Insurance Portability and Accountability Act

1.5.31. IGRT: Image Guided Radiation Therapy is the process of frequent two and three-dimensional imaging, during a course of radiation treatment, used to direct radiation therapy utilizing the imaging coordinates of the actual radiation treatment plan.

1.5.32. IMRT: Intensity Modulated Radiation Therapy is the process of delivering highly conformal radiotherapy to the tumor while sparing the surrounding normal tissues by varying radiation intensity across treatment portals.

1.5.33. IROC: Imaging and Radiation Oncology Core

1.5.34. ISO: Information Security Officer

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

1.5.36. MU: Monitor Unit is a measure of machine output of a linear accelerator in radiation therapy.

1.5.37. NHPP: National Health Physics Program- NHPP provides regulatory oversight for the Nuclear Regulatory Commission master materials license issued to VHA to include permitting for use of materials, on-site inspections, and investigations of allegations, medical events, and incidents. In addition, we provide oversight for machine sources of ionizing radiation used for radiation therapy. Finally, we provide assistance and technical information for uses of ionizing radiation for healthcare diagnosis and treatment and non-human biomedical research. (http://www.patientcare.va.gov/NHPP.asp)

1.5.38. NPI: National Provider Identifier. NPI is a standard, unique 10-digit numeric identifier required by HIPPA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers)

1.5.39. NROP: National Radiation Oncology Program

1.5.40. NRSC: National Radiation Safety Committee

1.5.41. POP: Period of Performance

1.5.42. PPD: Purified Protein Derivative

1.5.43. PWS: Performance Work Statement

1.5.44. QASP: Quality Assurance Surveillance Plan

1.5.45. QMP: Quality Management Program

1.5.46. SPE: Senior Procurement Executive

1.5.47. SRS: Stereotactic Radio Surgery: a minimally invasive form of surgical intervention which makes use of a three-dimensional coordinated system to locate small targets inside the body and to perform on them some action such as ablation, biopsy, lesion, injection, stimulation, implantation, radiosurgery (SRS) etc.

1.5.48. SBRT: Stereotactic Body Radiotherapy

1.5.49. TJC: The Joint Commission

1.5.50. TLD: Thermoluminescent Dosimeter- a device that measures radiation dose

1.5.51. TMP: Therapeutic Medical Physicist

1.5.52. TRT: Therapeutic Radiologic Technologist *(Interchangeable Names: Radiologic Therapy Technologist, Radiation Therapist)*

1.5.53. VA: Department of Veterans Affairs

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

1.5.55. VHA: Veterans Health Administration

1.5.56. VISN: Veterans Integrated Services Network

1.5.57. VistA: Veterans Information Systems Technology Architecture

2. QUALIFICATIONS:

2.1 License: N/A

2.2 Board Certification: All contract physicist(s) shall be board certified. All continuing education courses required for maintaining certification must be kept up to date at all times. Documentation verifying current certification shall be provided by the Contractor to the VA COR on an annual basis for each year of contract performance.

2.2.1 The **Senior Medical Physicist** provided will act as the Chief Therapeutic Medical Physicist and must have professional board certification from the American Board of Radiology (ABR); or the American Board of Medical Physics (ABMP); or the Canadian College of Physicists in Medicine (CCPM); in medical physics or therapeutic medical physics and have membership (or eligibility for membership) to the American Association of Physicists in Medicine (AAPM), and meet state licensure requirements. Certifications must be maintained throughout the course of the contract with documentation verifying current certification/licensure status provided quarterly or as requested.

2.2.2 The **Staff/Junior Medical Physicist** provided must have, or be eligible for, professional certification in medical physics or therapeutic medical physics from the ABR; or ABMP; or CCPM; and have certification or licensures with the Board of Licensure for Professional Medical Physicists. In lieu of board certification, the Staff/Junior Medical Physicist may be considered eligible if he/she possesses five (5) years of recent experience or is a recent graduate of a Commission on Accreditation of Medical Physics Educational Programs (CAMPEP) accredited program. Board-eligibility must be maintained throughout the contract period of performance. All continuing education courses required for maintaining

certification/eligibility must be kept up to date at all times. Documentation verifying current licensure and certifications must be provided quarterly, or as requested, to ensure adequate licensure and certification status.

2.3 Credentialing and Privileging

2.3.1 Credentialing of Health Care Professionals other than physicists (Medical Physicists). In accordance with VHA Directive 1100.20, all health care professionals who claim licensure, certification, or registration, as applicable to the position (this applies to all who are appointed or utilized on a full-time, part-time, intermittent, consultant, without compensation, on-station fee-basis, on-station contract, or on-station sharing agreement basis) and who are not currently privileged in accordance with VHA Directive 1100.21, must be credentialed in accordance with this directive.

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

2.4 Qualifications:

2.4.1 Board Certified Chief Therapeutic Medical Physicist–Ph. D Level: Must have at least five (5) years of documented post-board experience after board certification and at least three (3) years of continuous work experience within the last five (5) years to ensure the TMP's experience is current and relevant. Senior TMP must also have the following minimum years of experience, expertise, and knowledge on the following procedures, equipment, and software:

2.4.1.1 Five (5) years of experience – Documentation detailing experience in performing QA procedures.

2.4.1.2 Three (3) years of experience – Documentation detailing Therapeutic Medical Physics in a healthcare system that is ACR certified.

2.4.1.3 Three (3) years of experience - Varian Linear Accelerators: True Beam following standards of TG-142.

2.4.1.4 Three (3) years of experience -Image Guided Radiation Therapy (IGRT) including Cone Beam CT (following standards of TG-142).

2.4.1.5 Three (3) year of experience – RayStation treatment planning system; and ARIA record & verify system, including the following treatment modalities: 2D/3D Conformal, SRS, SRT, SBRT, and IMRT/VMAT (following standards of TG-53)

2.4.1.6 Three (3) years of experience - IMRT QA: MapCheck I/II (or equivalent.

2.4.1.7 Three (3) years of experience - Toshiba CT Simulator (or equivalent) and following standards of TG-66

2.4.1.8 Three (3) year of experience - Using Superficial X-ray Machine.

2.4.1.9 Successfully perform one (1) acceptance testing (i.e., work with vendor to ensure proper working condition during installation) on a linear accelerator.

2.4.1.10 Successfully perform one (1) commission of (i.e., gathered necessary measurements or data) a linear accelerator for a treatment planning system.

2.5.1. Board Certified Medical Physicist – MS Level: Candidate can either be Master's Level or PhD. Must be Board Certified with at least two years of continuous working experience within the last three years to ensure TMP's experience is current and relevant. Junior TMP must also have the following minimum years of experience, expertise, and knowledge on the following procedures, equipment, and software:

2.5.1.1. Two (2) years of experience – Documentation detailing experience in performing QA procedures.

2.5.1.2. One (1) year of experience – Documentation detailing Therapeutic Medical Physics in a healthcare system that is ACR certified.

2.5.1.3. One (1) year of experience - Varian Linear Accelerators: TrueBeam following standards of TG-142

2.5.1.4. One (1) year of experience - Image Guided Radiation Therapy (IGRT) including Cone Beam CT (following standards of TG-142).

2.5.1.5. One (1) year of experience – RayStation treatment planning system; and ARIA record & verify system, including the following treatment modalities: 2D/3D Conformal, SRS, SRT, SBRT, and IMRT/VMAT (following standards of TG-53)

2.5.1.6. One (1) years of experience - IMRT QA: MapCheck I/II (or equivalent)

2.5.1.7. One (1) year of experience - Toshiba CT Simulator (or equivalent) and following standards of TG-66

2.5.1.8. One (1) year of experience - Using Superficial X-ray Machine

2.5.2. CMD: N/A

2.5.3. RTT: N/A

2.5.4. Technical Proficiency: Contract physicist(s) and other contract provider (s) shall be technically proficient in the skills necessary to fulfill the government's requirements, including the ability to speak, understand, read, and write English fluently. Contractor shall provide documents upon request of the CO/COR to verify current and ongoing competency, skills, certification and/or licensure related to the provision of care, treatment and/or services performed. Contractor's physicists and other contract provider (s) shall have knowledge of professional care theories, principles, practices, and procedures to serve radiation oncology patient population. Contractor's physicist and other contract provider(s) shall demonstrate knowledge of growth and development, and pathophysiology of disease processes specific radiation oncology patient population. Contractor shall provide verifiable evidence of all educational and training experiences including any gaps in educational history for all contract

physicist(s) and other contract provider (s) shall be responsible for abiding by the Facility's Medical Staff By-Laws, rules, and regulations (referenced herein) that govern medical staff behavior.

2.6. Continuing CEU (Other than physicists) Requirements: Contractor shall provide the *COR* copies of current CMEs as required or requested by the VAMC. Contractors registered or certified by national/medical associations shall continue to meet the minimum standards for CME to remain current. CME hours shall be reported to the credential's office for tracking. These documents are required for initial and renewal privileging. Failure to provide shall result in loss of privileges.

2.7. Training: Contractor shall meet all VA educational requirements and mandatory course requirements defined herein; all training must be completed by the contractor's physicist(s) as required by the VA. Other training may become required. VA will communicate any changes to the training requirement to the contractor.

Training	***Frequency***	***Annual Hours***
BLS	*Every 24 months*	*4 hours*
VA Privacy and Information Security Awareness and Rules of Behavior (10176)	*Once a Year*	*1 hour*
Mandatory Training for Transient Clinical Staff (20152)	*Once a Year*	*1.5 hours*
CPRS	*Once*	*4 hours*
VISTA Imaging	*Once*	*1 hour*
Additional training may be required per VHA or MVAHCS directives		

2.8. **STANDARD INFECTION CONTROL MEASURES (PPD, IMMUNIZATIONS, ETC.):** Contractor shall provide proof of the following for physicists within five (5) calendar days after contract award and prior to the first duty shift to the COR and Contracting Officer. **Tests shall be current within the past yea**r.

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

2.8.2. MEASLES, MUMPS, & RUBELLA TESTING: Contractors shall provide proof of immunity for all Contractor physicists {This is applicable to all health care workers}.

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

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

2.8.5. INFLUENZA: Contractors shall provide proof that all Contractor physicists have received the annual Influenza vaccine unless it is contraindicated. If the contractor physicist has a medical contraindication to the vaccine, they shall be required to wear a mask during the Influenza season. {This is applicable to all health care workers}.

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

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

2.9. National Provider Identifier (NPI): N/A

2.10. Conflict of Interest: The Contractor and all contract physicists and other contract provider (s) are responsible for identifying and communicating to the CO and COR conflicts of interest at the time of proposal and during the entirety of contract performance. At the time of proposal, the Contractor shall provide a statement which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided. The Contractor shall also provide statements containing the same information for any identified consultants or subcontractors who shall provide services. The Contractor must also provide relevant facts that show how it's organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest. These statements shall be in response to the VAAR provision 852.209-70 Organizational Conflicts of Interest - and fully outlined in response to the subject attachment in Section D of the solicitation document.

2.11. Citizenship related Requirements:

2.11.1. The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to

non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

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

2.11.3. If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

2.11.4. 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.

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

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

2.12.1. Therefore, Contractor shall review the HHS OIG List of Excluded Individuals/Entities on the HHS OIG web site at http://oig.hhs.gov/exclusions/index.asp to ensure that the proposed contract physicist(s) is not listed. Contractor should note that any excluded individual or entity that submits a claim for reimbursement to a Federal health care program, or causes such a claim to be submitted, may be subject to a Civil Monetary Penalty (CMP) for each item or service furnished during a period that the person was excluded and may also be subject to treble damages for the amount claimed for each item or service. CMP's may also be imposed against the Contractor

that employ or enter into contracts with excluded individuals to provide items or services to Federal program beneficiaries.

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

2.13. Clinical/Professional Direction: The qualifications of Contractor personnel are subject to review by VA Medical Center COS or his/her clinical designee and approval by the Medical Center Director as provided in VHA Directive 1100.20 and VHA Directive 1100.21. Clinical/Professional direction of all clinical personnel covered by this contract will be provided by the facility COS and/or the Chief of the Service or his designee. A clinical COR may be appointed, however, only the CO is authorized to consider any contract modification request and/or make changes to the contract during the administration of the resultant contract.

2.14. Non-Personal Healthcare Services: The parties agree that the Contractor and all contract physicist(s) and other contract provider (s) shall not be considered VA employees for any purpose.

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

2.16. No Employee Status: The Contractor shall be responsible for protecting Contract physicist(s) and other contract provider(s) furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:

2.16.1. Workers' compensation

2.16.2. Professional liability insurance

2.16.3. Health examinations

2.16.4. Income tax withholding, and

2.16.5. Social security payments.

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

contract physicist(s) action or non-action shall be the responsibility of the Contractor and/or insurance carrier.

2.18. Key Personnel:

Contractor shall provide the number of qualified staff as is necessary to perform the services required under this contract, at the staffing level determined to be professionally acceptable by the Facility Chief of Staff and in accordance with national radiation oncology practice staffing guidelines.

The VA Full Time Equivalency (FTE): FTE for the Medical Physicists Services required is two (2.0).

The number of Medical Physicists required to be on site on a daily basis is two (2). One physicist must be a Senior Medical Physicist who will serve as the Chief Therapeutic Medical Physicist and must be board certified; the other physicist will serve as junior Medical Physicist and may be board certified or board eligible.

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

Emergency Substitutions: During the first ninety (90) calendar days of performance, the Contractor shall make NO substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the CO, in writing, within 15 calendar days after the occurrence of any of these events and provide the information required below. After 90 days, the Contractor shall submit the information required below to the CO at least 15 calendar days prior to making any permanent substitutions.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within 15 calendar days after receipt of all required information of the decision on the proposed substitutes. The contract will be modified to reflect any approved changes of key personnel.

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

The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction, or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by

current federal personnel regulations. Should the VA COS or designee show documented clinical problems or continual unprofessional behavior/actions with any contract physicist(s), s/he may request, without cause, immediate replacement of said contract physicist(s).

The CO and COR shall deal with issues raised concerning Medical Physicist conduct. The final arbiter on questions of acceptability is the CO.

Contingency Plan: Continuity of care and uninterrupted operations of a Radiation Oncology Program are essential components of this contract and will be primary factors in Contractor's assignment of staff and frequency of substitutions. The Contractor shall have a contingency plan in place to be utilized if the contract physicist(s) and other contract provider (s) leaves Contractor's employment or is unable to continue performance in accordance with the terms and conditions of the resulting contract.

VA HOURS OF OPERATION/SCHEDULING:

VA Business Hours: The Minneapolis VA Medical Center is open 24 hours per day, 7 days a week, 365 days per year. Administrative offices, clinics, and the operating room general hours of operation are Monday through Friday 7:00 a.m. – 5:00 p.m. The services covered by this contract shall be furnished by the contractor as defined below in the work schedule. The contractor will not be required to furnish emergency on-call services on a national holiday or during off-duty hours.

Work Schedule:

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

Each Medical Physicist will be considered as full-time equivalent (FTE) positions. Medical Physicists shall be present providing services on-site at the Minneapolis VAHCS, Monday through Friday, for a minimum of 80 hours every two (2) weeks, except for Federal Holidays. The normal daily tour will be established by the Chief of Radiation Oncology and may be revised as deemed appropriate for patient care. Currently, the regularly scheduled daily tour for both physicists' is Monday through Friday, from 8:30 a.m. to 5:00 p.m.

The CTMP/TMP may perform work after normal business hours as their calibrations and measurements must be done after patient treatments. However, the CTMP must be on-site during clinical operational hours at least 50% of the time.

Off-hours Coverage: Reserved

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

New Year's Day

President's Day

Martin Luther King's Birthday

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving

Christmas

Any day specifically declared to be a national holiday.

Cancellation/Rescheduling: Unless a state of emergency has been declared, the Contractor shall be responsible for providing services.

CONTRACTOR RESPONSIBILITIES

SERVICES REQUIRED. The contractor shall provide contractor's provider(s) who are competent, qualified per this performance work statement and adequately trained to perform assigned duties.

Contractor will provide two (2) full-time Medical Physicists on-site at the Minneapolis VAHCS, working Monday – Friday providing services a minimum of 80 hours every two (2) weeks. The contractor must provide one (1) physicist who will be designated as Senior Medical Physicist to serve as the Chief Therapeutic Medical Physicist to oversee all medical physics and dosimetry aspects and to ensure the quality of the Radiation Oncology Physics program at the medical center. The other Medical Physicist will be provided as a staff physicist to support the Chief Therapeutic Medical Physicist in the Radiation Oncology Physics program and perform the requirements of this contract.

Medical Physicists will be primarily and professionally engaged in the design, optimization and technical evaluation of radiation treatment plans as well as ensuring precise and accurate radiation dose delivery. Medical Physicists are responsible for radiation protection of patients and staff, and their role may include clinical, administrative (strategic planning, equipment requests, oversight of QA program) research, and educational duties.

The Medical Physicists will work in the Radiation Oncology Service to provide expert knowledge and competence in the field of Radiation Oncology Physics. Medical Physicists will maintain a high level of knowledge of radiation safety and will be available, when necessary, for consultation with

the Radiation Oncologists and will provide advice or direction to technical staff when radiation treatments are being planned or when patients are being treated. Where possible, the Medical Physicists shall be present to observe and/or help supervise complicated simulations and/or treatment set-ups.

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

Standards of Practice: The medical practice and patient care provided by Contractor shall be evidence based best practices that meet or exceed all standards of professional practice and performance measures applicable to (Facility) medical professionals, including, but not limited to, NHPP, AAPM and TJC standards and national recognized accrediting body current practice guidelines in radiation oncology.

Contractor's care shall cover the range of services as would be provided in a state-of-the-art civilian medical treatment facility. Contractor shall provide evidence the Contractor's radiation oncology standard of care is of a quality that meets or exceeds currently recognized VA and national standards as established by:

Applicable Radiation Oncology practice guidelines and standards promulgated by ACR, ASTRO, and AAPM.

The professional standards of the TJC or equivalent accreditation:
http://www.jointcommission.org/standards_information/hap_requirements.aspx

The requirements are contained in this PWS.

EDUCATION AND SUPERVISION OF HEALTH PROFESSIONS TRAINEES (HPTS): N/A

MEDICAL RECORDS

Authorities: Contract physicist(s) providing healthcare services to VA patients shall be considered as part of the Department Healthcare Activity and shall comply with the 5 U.S.C.552a (Privacy Act), 38 U.S.C. 5701 (Confidentiality of claimants records), 5 U.S.C. 552 (FOIA), 38 U.S.C. 5705 (Confidentiality of Medical Quality Assurance Records) 38 U.S.C. 7332 (Confidentiality of certain medical records), Title 5 U.S.C. § 522a (Records Maintained on Individuals) as well as 45 C.F.R. Parts 160, 162, and 164 (HIPAA).

HIPAA: This contract and its requirements meet exception in 45 CFR 164.502(e), and do not require a BAA in order for Covered Entity to disclose Protected Health Information to: a health care provider for treatment. Based on this exception, a BAA is not required for this contract. Health records generated by this contract or provided to the Contractors by the VA are covered by the VA

system of records entitled 'Patient Medical Records-VA' (24VA10A7). Contractor generated VA Patient records are the property of the VA and shall not be accessed, released, transferred, or destroyed except in accordance with applicable laws and regulations. Contractor shall ensure that all records pertaining to medical care and services provided to VA patients are captured in the VA electronic health record system as required by VA policy as discussed in 4.4.4.

Disclosure: Contract physicist(s) may have access to patient medical records for the purpose of providing medical care and services to VA patients and performing services under the contract; however, Contractor shall obtain permission from the VA before disclosing any patient information outside VA. VA authorizes the Contractor to discuss patient health information for coordination of care within community health care providers in compliance with VA regulations, HIPAA, and VHA Directive 1605.1, Privacy and Release of Information. The penalties and liabilities for the unauthorized disclosure of VA patient information mandated by the statutes and regulations mentioned above, apply to the Contractor.

Professional Standards for Documenting Care: Care shall be appropriately documented in medical records in accordance with standard commercial practice and guidelines established by VHA Directive 1907.01 *Health Information Management and Health Records*: https://www.va.gov/vhapublications/ViewPublication.asp?pub_ID=9235 and all guidelines provided by the facility.

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

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

Direct Patient Care: 90% of time involved in direct patient care.

Chief Therapeutic Medical Physicist: Each VHA facility with radiation oncology services must have a registration certificate that lists, by name, its Chief Therapeutic Medical Physicist (CTMP). These certificates, issued by NHPP, must be requested as follows. The request must describe the training, experience, and certifications of the contracted candidate. Such a request is usually sent by the Facility Director or, with permission of the Director, by the Radiation Safety Officer with concurrence from the Radiation Oncology Service or Section Chief. Qualifications required to meet this mandate include education in medical physics, at least 5 years of experience, experience with particular treatment modalities, and experience with specific equipment and software as detailed below, and board certification in medical physics.

The Contractor shall submit its potential candidate's resume/curriculum vita (CV), and with at least two (2) references letters from prior employers with firsthand knowledge of the candidate's performance, to the Contracting Office for submission to the National Radiation Oncology Program for approval as Chief Therapeutic Medical Physicist. In addition, the potential candidates shall submit a personal statement stating he/she will be available to

perform these services at least 50% of the time per week during clinical hours while patients are being treated and when needed to start.

The contractor must provide a full-time, 80 hours, every two (2) weeks, a Senior Medical Physicist to serve as the CTMP to VA radiation oncology service. The CTMP will oversee all physics and dosimetry operations. To ensure the quality of the Radiation Oncology Physics Program, the contractor's CTMP will be assigned to the VA facility.

4.5.2.1 Contractor's CTMP shall provide quarterly Quality Assurance reports for the Quality Assurance Committee and Radiation Safety Committee, as well as attend quarterly Radiation Safety meetings.

4.5.2.2 Contractor's CTMP shall track, evaluate, and document all equipment-related quality assurance data including TLD and credentialing measurements for independent 3rd party analysis.

4.5.2.3 Contractor's CTMP shall also provide shielding surveys, and reports as required by the National Health Physics Program of (NHPP) VA

4.5.2.4 Contractor's CTMP shall also be responsible to ensure licenses are current for radioactive sources at our site. Contractor's CTMP shall ensure Radiation Oncology Service has appropriate licenses for users of all our software applications.

4.5.2.5 Contractor's CTMP shall also be responsible for ensuring continuity of medical physics operations including communication among key personnel.

4.5.2.6 Contractor's CTMP shall develop, implement, supervise, and periodically review all QMP policies and procedures that pertain to radiation therapy equipment. Contractor's CTMP is responsible for the design, implementation, and periodic review of all aspects of the QMP that involve the use of radiotherapy equipment.

4.5.2.7 Contractor's CTMP will oversee the technical activities of all other physicists, dosimetrists, and other staff members assigned to the unit; directs the technical aspects of treatment procedures; and performs duties qualifying them as a supervisor. **Contractor's CTMP <u>will not</u> perform administrative oversight of federal employees.**

4.5.2.8 When newly published techniques or procedures are being implemented for the first time within facility, the Contractor's CTMP shall undertake a systematic literature review, make appropriate site visits, observe procedures, develop standard operating procedures, implement the technique or procedure in clinic, and supervise the training of colleagues who are not familiar with the procedure. The QMP associated with any new procedure should be periodically reviewed and updated.

4.5.2.9 Contractor's CTMP shall develop policies and procedures for continuous quality improvement that involve the use of radiotherapy equipment.

4.5.2.10 Contractor's CTMP shall be responsible for reporting all adverse events in the clinic to NHPP and for the implementation of their follow up recommendations.

4.5.2.11 Contractor's CTMP shall be responsible for reporting and periodically updating facility profile data required by the NROP and NHPP offices.

4.5.2.12 Contractor's CTMP shall be responsible for coordinating electronic submission of adverse events, near misses, and good catches reports into Radiotherapy Incident Reporting and Analysis System (RIRAS) maintained by NROP.

Medical Physics Support: Contractor shall provide medical physics support to perform the requirements of this contract in the following manner.

Contractor's Medical Physicists are primarily and professionally engaged in the design, optimization and technical evaluation of radiation treatment plans as well as ensuring precise and accurate radiation dose delivery. Contractor's Medical Physicists are responsible for radiation protection of patients and staff. The responsibilities of Contractor's Medical Physicists are defined as follows:

Availability: Contractor's Medical Physicists shall be available, when necessary, for consultation with the Radiation Oncologist and to provide advice or direction to technical staff when radiation treatments are being planned or when patients are being treated. Where possible, should be present to observe and/or help supervise complicated simulations and/or treatment set-ups. Contractor's Medical Physicist must be present at the machine during patient setup for SBRT/SRS and IGRT. Contractor's Medical Physicist must be present all the times during HDR brachytherapy.

Calculations: Contractor's Medical Physicist shall specify and monitor method(s) to calculate MUs or treatment times and ensure independent review(s) of such calculations. Any individual having appropriate training and experience as defined in this PWS may perform the initial calculation(s). Independent review of said calculation(s) shall be performed within a specified period of time.

Chart Review: Contractor's Medical Physicist shall develop and maintain a method for the weekly and systematic review of the charts of all patients under radiation treatment. All methods shall be approved by the VA Chief of Staff or designee. Contractor's Medical Physicist shall perform a final chart review at the end of the course of radiation treatment in order to confirm that the prescribed dose has been delivered, and to document the total doses delivered to critical structures. All charts are subject to quality reviews by the facility's Chief of staff or designee.

Dosimetry: The modeling of radiation beams for either planning or documentation purposes are generally performed with the aid of a treatment planning computer system. Contractor's Medical Physicists are responsible for data input into the planning system, which should be based upon measured beam data for the radiation beams in question, and for output from the planning system(s). The output should be tested and documented on a regular periodic basis. The output should agree within the manufacturer's specifications for the treatment planning system and/or published standards such as those found in applicable AAPM Reports (https://www.aapm.org/pubs/reports/default.asp). Contractor's Medical Physicists will ensure that the treatment planning software updates and bug fixes are installed, tested, and validated in a timely manner.

Contractor's Medical Physicists are responsible for understanding the calculation algorithm and should document those conditions for which the algorithm and measured data are in disagreement by more than 5%. The output of the planning system should be periodically tested by comparisons to direct measurements of the radiation beams. Contractor's Medical Physicists shall ensure that all users of the treatment planning system receive appropriate training.

Equipment: Contractor's Medical Physicists shall provide information on specification and selection in support of VA's acquisition of radiation-producing machines, accessories, and computerized treatment planning systems in consultation with the NROP office. Contractor's Medical Physicists shall also provide information to VA staff on timing of required maintenance of this equipment. Contractor's Medical Physicists shall periodically evaluate all equipment for continued utility, appropriateness, reliable performance, age, and condition and make recommendations to VA staff regarding practical life span, obsolescence, and replacement.

Specialized Equipment: Medical Physicists shall determine the need for, specify, and have access to dosimetry and treatment planning equipment including, but not limited to, the following:

Measurement instruments to calibrate all treatment equipment and patient monitoring devices. Such instruments shall include ionization chambers/electrometers used as local standards and field instruments, readout devices, constancy check instruments, and phantoms.

Computerized treatment planning systems.

Computerized water phantom system with appropriate ionization chambers and diodes.

Film densitometry system.

Patient dose monitoring systems (e.g., diodes and thermoluminescent dosimeters).

Radiation protection measurement devices.

Appropriate quality assurance test tools for radiation therapy equipment.

Consultation: As needed, Medical Physicists shall provide advice and consultation to VA and third-party clinical engineers, for the operation, maintenance, and troubleshooting of the VA RADIATION ONCOLOGY's linear accelerators and CT simulation equipment, all of their relevant accessories and the computerized network interconnectivity; record and verification systems.

Quality Management: Contractor's Medical Physicists shall develop and maintain a quality management program (QMP) for the dosimetry system(s) and all applications pertinent thereto. Said QMP shall define explicit evaluation criteria intended to ensure that the prescribed dose is delivered in a safe, consistent, and accurate manner. Contractor's Chief Physicist shall provide the VA Administrative Officer, Radiation Oncology Service, with annual written reports of these activities. Quality management of radiation therapy equipment is primarily an ongoing evaluation of functional performance characteristics.

Teaching: Provide for an academic environment conducive to training and assist in the professional development of radiation oncology residents rotating through Radiation Oncology Service.

New Procedures: The practice of radiation oncology often involves the implementation of new procedures and technologies, so Contractor's Medical Physicists must, in conjunction with the VA Chief, Radiation Oncology Service, define basic standards of practice and develop a reasonably prudent course of action to determine the training and quality and safety requirements of any new procedures prior to implementation thereof. In those cases where the radiation oncology physicist requires assistance, consultation with experienced colleagues and NROP office is encouraged.

Annual Calibration Analysis: Contractor's Medical Physicists shall coordinate, complete TLD measurements and submit results annually for 3rd party calibration analysis. This analysis confirms that monthly and annual calibrations are accurate and delivering radiation beam as prescribed.

Network and Computer Support: Radiotherapy planning, delivery and treatment management devices require seamless networking, so Contractor's Medical Physicist must:

Provide network and computer administration, including backups and updates for the SRS/SRT and IGRT systems. For IGRT the systems medical physicist will be required to provide computer support for configurations,

be responsible for monitoring daily responsiveness of the departmental networking systems,

Ensure proper communication between imaging/planning/treatment facilities,

monitor all computer systems and patient data back-ups, and overviews and troubleshoots computer software/hardware problems, and

serve as a liaison/consultant with the VAMC informatics team.

Brachytherapy: Contractor's Medical Physicists shall assist the Radiation Oncologist in ultrasound-guided prostate volume study procedures; IMRT marker seed placement, LDR and HDR prostate brachytherapy, pre/post implant CT analysis and dosimetry. The Medical Physicist shall ensure that brachytherapy equipment functions properly and are set up for each procedure in a sterile environment. Upon completion of the prostate volume study and approval of pre-implant plans, the Contractor's Medical Physicists shall be responsible to order the specified seed and activity prescribed by the VA Radiation Oncologist. The brachytherapy service provided shall include support for ultrasound-guided prostate implants.

Documentation: Contractor's Medical Physicists shall produce and maintain documentation of the following:

Calibration and periodic testing of the local standard system(s).

Periodic intercomparisons (and other checks) of other dose measuring equipment;

Performance characteristics of all radiation treatment units and simulator(s) in comparison with previous measurements and with the manufacturer's specifications.

Calibration(s) of all available radiation beams.

Parameterization of the characteristics of each available radiation beam with identification of any and all changes from previous characteristics.

Periodic testing of MU and/or time calculation system(s);

Input data for the radiation treatment planning system(s);

Initial and all subsequent tests of the treatment planning computer system(s).

Technical standards applicable to new procedures and the results obtained in ensuring that any new procedure meets associated standards for the new procedure.

Activities of the facility/practice safety program(s);

Periodic reports to the VA Chief, Radiation Oncology Service of radiation oncology and to the practice/facility administration describing the performance of the radiation therapy simulator(s), treatment unit(s), dosimetry system(s) and applications thereof.

All reports which pertain to the safe and accurate operation of the radiation therapy simulator(s), treatment unit(s), dosimetry system(s) and applications thereof.

ADMINISTRATIVE: 10% of time not involved in direct patient care.

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

4.6.2 Staff Meetings: Contractor's staff shall attend service staff meetings as required by the Facility Chief, Radiation Oncology Service, COS, or designee. Contractor to communicate with COR on this requirement and report any conflicts that may interfere with compliance with this requirement.

4.6.3 Contractor is responsible for assisting in a protected peer review program in compliance with The Joint Commission and practice standards promulgated by ACR, ASTRO, and AAPM and to maintain documentation of appropriate peer review statistics as needed for quality management and credentialing.

4.6.4 Patient Safety Compliance and Reporting:

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

Adverse events will be reported to the VA Quality & Patient Safety Office to the Patient Safety Manager or Patient Safety Coordinator and entered into the Patient Safety Reporting System, as outlined in the National Center for Patient Safety Handbook (http://www.va.gov/ncps/Pubs/NCPShb.doc). Adverse events will be scored utilizing the Safety Assessment Code for determination of the need for conducting a Root Cause Analysis (RCA). Report adverse events to Lead Patient Safety Manager or if unavailable, contact Patient Safety Coordinator.

The contractor will ensure reporting of all untoward incidents, near misses, good catches related to patient treatment in the NROP provided Web-based Radiotherapy Incident Reporting and Analysis System.

The Contractors shall report all incidents involving radioactive material to the NHPP and NRC in accordance with National Radiation Safety Committee SOP #5: "National Health Physics Program (NHPP) Incident Response Procedure" and NRC Reporting Requirements (10 CFR 20, 21, 30, 35).

Adverse drug reactions, allergies, and adverse drug events should be appropriately and promptly entered into CPRS.

http://nhpp.med.va.gov/NHPP_Procedures.asp

4.7 PERFORMANCE STANDARDS, QUALITY ASSURANCE (QA) AND QUALITY IMPROVEMENT(QI): The Government may evaluate the quality of professional and administrative services provided in accordance with the standards (practice guidelines and standards promulgated by ACR, ASTRO, and AAPM) as outlined in this document, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment), in accordance with Federal Acquisition Regulation (FAR) 37.401(b). The following measures represent the performance standards required to be met and will be included on the government's Quality Assurance Surveillance Plan:

4.7.1 Quality Management/Quality Assurance Surveillance: Contractor's physicist(s) shall be subject to Quality Management measures, such as patient satisfaction surveys, timely completion of medical records, and Peer Reviews. Methods of Surveillance: Focused Provider Practice Evaluation (FPPE) and Ongoing Provider Practice Evaluation (OPPE). Contractor performance will be monitored by the government using the standards as outlined in this Performance Work Statement (PWS) and methods of surveillance detailed in the Quality Assurance Surveillance Plan (QASP). The QASP shall be attached to the resultant contract and shall define the methods and frequency of surveillance conducted.

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

4.7.3 The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins, if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include

intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction, or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning Contractor's conduct. The final arbiter on questions of acceptability is the CO.

4.7.4 Performance Standards:

4.7.4.1 Measure: Qualifications and Availability of Key Personnel

Performance Requirement: Medical Physicists shall be board certified and in accordance with nationally recognized accrediting body standards. The Contractor shall provide evidence that workload is distributed between 2 or more providers within the group and that treatment is provided in compliance within standard of care outlined in this PWS.

Standard: All (100%) Medical Physicists shall be board certified and in accordance with national recognized accrediting body standards and available to provide the required scheduled services to veterans 100% of the time.

Acceptable Quality Level: No deviations from the standard (100%).

Surveillance Method: Periodic Sampling of qualification documentation and medical records submitted in accordance with contractor reporting requirements.

Frequency: Quarterly

4.7.4.2 Measure: Quality Assurance/Quality Improvement (QA/QI) Documentation

Performance Requirement: The contactor shall have an operation performance improvement process in accordance with practice guidelines and standards promulgated by ACR, ASTRO, and AAPM; including data collection, measurement, assessment, and improvement. Data shall be required on processes, outcomes, patient satisfaction, and quality control. Appropriate statistical quality control techniques in compliance with national recognized accredited body standards must be utilized. Results of performance improvement activities must be reported quarterly to the VA Radiation Oncology Service Quality Assurance Committee. Reviewable records of device quality assurance shall be maintained. Daily, monthly, and annual QA documentation for linear accelerators and CT Sim are accessible.

Standard: 100% of QA/QI documents complete in accordance with ACR. ASTRO & AAPM standards and reported as required to VA Radiation Oncology Service QA Committee. 100% of QA/QI documents complete in accordance with appropriate radiotherapy practice standards and reported as required to Tumor Board.

Acceptable Quality Level: Almost all (90%) of QA/QI documents complete in accordance with standards promulgated by ACR, ASTRO and AAPM and reported as required to the VA Radiation Oncology Service QA Committee.

Surveillance Method: Periodic Inspection of QA/QI documents provided.

Frequency: Quarterly

4.7.4.3 Measure: Radiation Safety Policy and Standards for Practice Accreditation

Performance Requirement: CTMP is responsible for the Radiation Safety Program (RSP) of the Radiation Oncology Service/Section. RSP shall meet the radiation safety standards, policies and procedures set by NRC, NHPP and the relevant safety standards. The RSP status, to include the correction plan for all radiation safety related deficiencies noted by site surveys from accrediting body. NHPP or Imaging and Radiation Oncology Core (IROC) shall be reported quarterly as a part of the quarterly medical physicist report to the Facility's Radiation Safety Committee.

Standard: All (100%) Radiation safety standards and external review requirements shall be met. Quality Management reports shall be submitted quarterly to the MVAHCS Radiation Safety Committee.

Acceptable Quality Level: 100%

Surveillance Method: Periodic Inspection

Frequency: Annually

4.7.4.4 Time and Attendance

Performance Requirement: The Contractor shall provide Medical Physicists in accordance with the operating hours and VA clinical schedule outlined in this PWS.

Standard: All (100%) Medical Physicists are on time and available to perform services.

Acceptable Quality Level: Medical Physicists are on-time and available to perform services 95% of the time.

Surveillance Method: Periodic Inspection of Time and Attendance Sheets

Frequency: Monthly

4.7.4.5 Measure: Patient Safety/Radiation Safety

Performance Requirement: Patient safety incidents, including medical events involving radioactive material and mis-administrations, must be reported.

Standard: Chart Review/Physics Check/Consults are completed weekly.

Acceptable Quality Review: 100%

Surveillance Method: Reporting

Frequency: As needed.

4.7.4.6 Measure: Maintains licensing, registration, and certifications.

Performance Requirement: Updated Licensing, registration and certifications will be provided as they are renewed.

Standard: 100% Licensing registration information kept current.

Acceptable Quality Level: 100%

Surveillance Method: Periodic Inspection and Random Sampling

Frequency: Quarterly

4.7.4.7 Measure: Mandatory Training

Performance Requirement: Contractor completes all mandatory required training.

Standard: All Training (100%) completed as required per VAMC policy

Acceptable Quality Level: 100%

Surveillance Method: Contractor to provide documented evidence.

Frequency: As required/quarterly.

4.7.4.8 Measure: Privacy, Confidentiality and HIPAA

Performance Requirement: Contractor is aware of all laws, regulations, policies, and procedures relating to Privacy, Confidentiality and HIPPA and complies with all standards.

Standard: Zero breaches of privacy or confidentiality

Acceptable Quality Method: 100%

Surveillance Method: Contractor to provide evidence of annual training required by VAMC, reports violations per policy.

Frequency: Quarterly

4.7.4.9 Measure: Professionalism/Conduct

Performance Requirement: Contractor employees maintain excellent relationships with patients, Radiation Oncology staff members, VA Medical Center staff members, and vendors.

Standard: Zero complaints from VA Medical Center staff members related to the contractor's employee interfering with patient care or the ordinary operation of the facility.

Acceptable Quality Level: 100%

Surveillance Method: COR notification of complaints

Frequency: As reported

4.7.4.10 Measure: Standard Operating Procedures (SOP) documented for all radiotherapy techniques.

Performance Requirement: Policy and Procedure for every treatment methodology documented per applicable guidelines.

Standard: All (100%) of radiotherapy techniques employed by the Contractor, such as Conventional External Beam, IMRT, IGRT, SBRT, SRS, Brachytherapy (edit per the PWS and services available), etc., have written procedures in accordance with radiotherapy practice standards. All (100%) of procedures are reviewed and updated annually.

Acceptable Quality Level: (90%)

Surveillance Method: Random Sampling of procedure documentation and medical records submitted in accordance with facility reporting requirements.

Frequency: Prior to initiation of new technique and annually.

4.7.4.11 Measure: Medical Physicist Reports demonstrate radiotherapy practice standards promulgated by ACR, ASTRO, and AAPM.

Performance Requirement: Contractor's Medical Physicists shall develop and maintain a quality management program (QMP) for the dosimetry system(s) and all applications pertinent thereto. Said QMP shall define explicit evaluation criteria intended to ensure that the prescribed dose is delivered in a safe, consistent, and accurate manner. Contractor shall provide the VA Radiation Oncology Service with written reports of these activities. Quality management of radiation therapy equipment is primarily an ongoing evaluation of functional performance characteristics.

Standard: All (100%) of required medical physicist reports documenting the successful evaluation of equipment performance (meeting or exceeding ACR Standards) to include therapy machines, radiation sources, and simulators for

proper working order is required. All external review requirements per ACR Standards are met, including those of TJC.

Acceptable Quality Level: 95%

Surveillance Method: Periodic Inspection of Documents

Frequency: Quarterly

4.8 REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)

4.8.1 As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates Contractor past performance on all contracts that exceed -the Simplified Acquisition Threshold and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the Contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, CPARS, which is maintained by the Naval Sea Logistics Center in Portsmouth, New Hampshire. CPARS has connectivity with the Past Performance Information Retrieval System (PPIRS) database, which is available to all Federal agencies. PPIRS is the system used to collect and retrieve performance assessment reports used in source selection determinations and completed CPARS report cards transferred to PPIRS. CPARS also includes access to the federal awardee performance and integrity information system (FAPIIS). FAPIIS is a web-enabled application accessed via CPARS for Contractor responsibility determination information. Each Contractor whose contract award is estimated to exceed the Simplified Acquisition Threshold requires a CPARS evaluation. A government Focal Point will register your contract within thirty days after contract award and, at that time, you will receive an email message with a User ID (to be used when reviewing evaluations). Additional information regarding the evaluation process can be found at www.cpars.gov or if you have any questions, you may contact the Customer Support Desk @ DSN: 684-1690 or COMM: 207-438-1690

4.8.2 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 thirty days to submit any comments and re-assign the report to the CO.

4.8.3 Failure to have a current registration with the CPARS database, or to re-assign the report to the CO within those thirty 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.

3 GOVERNMENT RESPONSIBILITIES:

3.1 VA Support Personnel, Services or Equipment: The MVAHCS will provide support personnel necessary for the operation of the services contracted for, at the Minneapolis VAHCS. The support personnel will be provided by the medical center at levels mutually agreed upon which are compatible with the safety of patients and the personnel required for the provision of quality medical care programming.

5.1.1. Personnel: In support of the Minneapolis VA Radiation Oncology Service, the VA staff consists of one (1) Clinical Nurse Specialist/Advance Practice Nurse (CNS/APN) or Nurse Practitioner, one (1) LPN, one (1) Chief Therapeutic Radiation Technician, seven (7) Therapeutic Radiation Technicians, and two (2) Dosimetrists.

5.1.2. Equipment: The Minneapolis VA currently uses the following medical physics equipment and treatment modalities:

- Linear accelerators are Varian TrueBeam; brachytherapy equipment is Variseed 8.0
- Simulator is Toshiba, and the treatment planning system is RayStation.
- Treatment modalities are: IMRT; IGRT; 3D CRT; SBRT; LDR Brachytherapy; and also has 4D Gating available.
- Using ARIA 15 for record and verify program

3.2 CPRS TRAINING: Reserved.

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

3.4 CO Responsibilities: Daniel Vagts, daniel.vagts@va.gov

3.4.1 The CO is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the CO on all matters pertaining to contract administration. Only the CO 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 CO shall resolve complaints concerning Contractor's provider relations with the Government employees or patients. The CO is final authority on validating complaints. In the event the Contractor effects any such change at the direction of any person other than the CO without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

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 the contract staff to be provided by the VA;

replacement of the contract staff and/or renegotiation of the contract terms or termination of the contract.

3.5 COR Responsibilities:

The COR for this contract is:

Curtiss Vickery	AAO/COR	612-467-3350	curtiss.vickery@va.gov
Brenda Skarda	PS/COR	612-467-5383	brenda.skarda@va.gov

Minneapolis VA Health Care System
One Veterans Drive
Minneapolis, MN 55417

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

3.5.2 The COR will be responsible for monitoring the Contractor's performance to ensure all specifications and requirements are fulfilled.

3.5.3 The COR will maintain a record-keeping system of services by time and attendance logs. 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.

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

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

4 SPECIAL CONTRACT REQUIREMENTS

4.1 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.

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

What	Submit as noted	Submit To
Quality Control Plan: Description and reporting reflecting the contractor's plan for meeting of contract requirements and performance standards	Upon proposal and as frequently as indicated in the performance standards.	Contracting Officer
Copies of any and all board certifications, licenses, to include primary source verification of all licensed and certified staff	Upon proposal and upon renewal of licenses and upon renewal of option periods or change of key personnel.	Contracting Officer
Certification that staff list has been compared to OIG list	Upon proposal and upon new hires.	Contracting Officer
Proof of Indemnification and Medical Liability Insurance	Upon proposal and upon renewals.	- Contracting Officer
Certificates of Completion for Cyber Security and Patient Privacy Training Courses	Before receiving an account on VA Network and annual training and new hires.	Contracting Officer
ACLS/BLS Certification	Upon award and every two years after award.	COR
Medical physicist report evaluating equipment performance for proper working order	Quarterly	COR
Reporting results of performance improvement activities to the VA Radiation Oncology Quality Assurance Committee	Quarterly	COR

4.2 Billing:

4.2.1 Professional services invoiced under contract shall be provided by attending physicists and not by residents. The Contractor shall certify in writing that the service was provided by an attending physicist prior to VA processing payment.

4.2.2 Invoice requirements and supporting documentation: Supporting documentation and invoice must be submitted no later than the 20th 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:

4.2.2.1 Name and Address of Contractor

4.2.2.2 Invoice Date and Invoice Number

4.2.2.3 Contract Number and Purchase/Task Order Number

4.2.2.4 Date of Service

4.2.2.5 Contract physicist(s) *(Name of Contractor's employee)*

4.2.2.6 Hourly Rate

4.2.2.7 Quantity of hours worked

4.2.2.8 Total price

4.3 Vendor Electronic Invoice Submission Methods:

4.3.1 Vendor Electronic Invoice Submission Methods:

Invoices will be electronically submitted to the Tungsten website at https://us.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

Website: https://www.tungsten-network.com/us/support/

Department of Veterans Affairs Financial Service Center

Phone: 1-877-353-9791

Email: vafsccshd@va.gov

4.4 Reduction in Services: This is a fixed quantity contract for a specified number of hours. If, at the end of the period of performance, the government has not utilized the total number of hours required under this contract because of a change in its requirements, the parties agree that they will attempt to negotiate in good faith a contract modification reducing the scope of the contract with a corresponding adjustment in the total contract price. In no event will the VA pay for hours that exceed the total number of hours specified in the contract for the period of performance.

4.5 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.

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

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

4.6 Contractor Security Requirements (VA Handbook 6500.6)

6.6.1. Background Investigations:

6.6.1.1. All contractor employees who will require access to the U.S. Department of Veterans Affairs computer/information systems in order to perform services under an awarded contract or who will have access to VA patients or VA sensitive information will be the subject of background investigations. Each contractor employee must receive a favorable adjudication from the VA Security and Investigations Center (SIC) prior to performing any part of the contract.

• Position Sensitivity: The position sensitivity 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 (NACI).

6.6.1.2. Contractor Responsibilities for Background Investigations: The contractor shall bear the expense of obtaining background investigations. If the Office of Personnel Management (OPM) conducts the investigation, the contractor shall reimburse the VA within 30-days. If timely payment is not made within 30 days from date of bill for collection, then the VA will deduct the cost incurred from the contractor's invoice for services rendered. The current fee associated with background investigation is $230 each for low risk level.

6.6.1.2.1. It is imperative for the contractor to provide the VA Contracting Officer a listing of contractor personnel who will be performing services under the contract in order for the background investigation process to commence. This list is completed on VHA Security Form #1 “Background Investigation Request Worksheet” and must include: name (first, middle, last); social security number; home address; date of birth; place of birth (city, state, and country).

6.6.1.2.2. The contractor or their employee shall submit a complete background investigation packet. Additional guidance and information in completing the required forms and examples of the forms can be found at: www.osp.va.gov/Security_and_Investigations_Center_FF.asp or at: www.vendorportal.ecms.va.gov.

6.6.1.2.3. The following required forms must be submitted to the VA Security and Investigations Center for a NACI background investigation before contract performance begins:

• Standard Form 85, Questionnaire for Non-Sensitive Positions
• Standard Form 86A (EG), Continuation Sheet for Questionnaire (if necessary)
• Optional Form 306, Declaration for Federal Employment
• Electronic Fingerprint Verification Form

6.6.1.2.4. Fingerprinting is required for all background investigations and when completed is known as a Special Agreement Check (SAC) clearance. Fingerprinting can be done at the local VA facility. The Electronic Fingerprint Verification Form with the date fingerprinted by the VA facility must be submitted with the above required forms.

6.6.1.2.5. Prior to starting at the MVAHCS, the contract employee must have:

• Security background screening with fingerprinting SAC clearance completed

• Completion and submission of course certificates for VA Privacy and Security courses
• Completion and submission of all forms required for a low risk (NACI) background investigation.

6.6.1.2.6. The contractor shall inform the contract employee that when filling out Standard Form 85, that there should be no gaps in employment history. Any gaps in employment history on SF-85 may result in OPM rejecting the documentation for investigation and delay contract performance.

6.6.1.2.7. The contractor, when notified of an unfavorable determination by the Government shall withdraw the employee from consideration from working under the contract and, at the request of the VA, submit another employee for consideration.

6.6.1.2.8. The contractor may utilize a private investigating agency if such agency possesses an OPM and Defense Security Service Certification. A Cage Code number must be provided to the VA Security and Investigations Center and they will verify the information and advise the contracting officer whether contract provider's access to the computer system can be authorized.

6.6.1.2.9. All contractor employees and subcontractors providing services under this contract are required to complete VA's Privacy, Rules of Behavior, and Cyber Security training courses before starting work and annually as required. Documented proof must be provided to the VA's CO and COR.

6.6.1.2.10. The contractor will notify the COR immediately when their employee no longer requires access to VA computer systems.

6.6.1.3. Government Responsibilities for Background Investigations:

6.6.1.3.1. The contracting officer will request the contractor employee's

background Investigation from the VA Security and Investigations Center.

6.6.1.3.2. The VA Security and Investigations Center will notify the contractor with instruction s for Contractor's employee, coordinate the background investigations, and notify the contracting officer and the contractor of the results of the investigation.

6.6.1.3.3. The VA facility will pay for requested investigations in advance. A bill for collection will be sent to the contractor to reimburse the VA facility. The contractor will reimburse the VA facility within 30 days. If timely payment is not made within 30 days from date of bill for collection, then VA shall deduct the cost incurred from the contractor's invoice for services rendered.

6.6.2. VA Information and Information System Security/Privacy Language:

6.6.2.1. General: 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.

6.6.2.2. Access to VA Information and VA Information Systems:

6.6.2.2.1. 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.

6.6.2.2.2. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for Personnel Suitability and Security Program. The Office for Operations, Security,

and Preparedness is responsible for these policies and procedures.

6.6.2.2.3. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

6.6.2.2.4. 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.

6.6.2.2.5. 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.

6.6.3. VA Information Custodial Language:

6.6.3.1. 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).

6.6.3.2. 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.

6.6.3.3. 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.

6.6.3.4. 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.

6.6.3.5. 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.

6.6.3.6. 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.

6.6.3.7. 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.

6.6.3.8. 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.

6.6.3.9. 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.

6.6.3.10. 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.

6.6.3.11. 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.

6.6.3.12. 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 COR.

6.6.4. Information System Design and Development:

6.6.4.1. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact

Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

6.6.4.2. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

6.6.4.3. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default “program files” directory and silently install and uninstall.

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

6.6.4.5. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

6.6.4.6. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

6.6.4.7. The contractor/subcontractor agrees to:

6.6.4.7.1. Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
a) The Systems of Records (SOR); and
b) The design, development, or operation work that the contractor/subcontractor is to perform;

6.6.4.7.2. Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

6.6.4.7.3. Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

6.6.4.8. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

6.6.4.8.1. “Operation of a System of Records” means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

6.6.4.8.2. “Record” means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person’s name, or identifying number, symbol, or any other identifying assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

6.6.4.8.3. “System of Records” means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying assigned to the individual.

6.6.4.9. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as “Systems”), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

6.6.4.10. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than five (5) days.

6.6.4.11. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within ten (10) working days. When the vendor is responsible for operations or maintenance of the Systems, they

shall apply the Security Fixes within ten (10) days.

6.6.4.12. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

6.6.5. Information System Hosting, Operation, Maintenance, or Use:

6.6.5.1. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

6.6.5.2. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

6.6.5.3. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or

network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government-owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

6.6.5.4. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

6.6.5.5. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and

timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

6.6.5.6. 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 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.

6.6.5.7. 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.

6.6.5.8. 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:

a) Vendor must accept the system without the drive;

b) 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

c) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

d) 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;

i) 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

ii. 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 preapproved and described in the purchase order or contract.

iii. 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.

6.6.6. Security Incident Investigation:

6.6.6.1. 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 COR 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.

6.6.6.2. 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.

6.6.6.3. 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.

6.6.6.4. 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.

6.6.7. Liquidated Damages for Data Breach:

6.6.7.1. 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.

6.6.7.2. 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 and

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.

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

a) Nature of the event (loss, theft, unauthorized access);

b) 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;

c) Number of individuals affected or potentially affected;

d) Names of individuals or groups affected or potentially affected;

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

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

g) The likelihood that the sensitive personal information will or has been compromised, i.e.: made accessible to and usable by unauthorized persons;

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

i) Assessment of the potential harm to the affected individuals;

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

k) 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.

6.6.7.4. 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:

a) Notification;

b) One year of credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports;

c) Data breach analysis;

d) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;

e) One year of identity theft insurance with $20,000.00 coverage at $0 deductible; and

f) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

6.6.8. Security Controls Compliance Testing: On a periodic basis, VA, including the Office of Inspector General reserves the right to evaluate any or all the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With ten (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.

6.6.9. Training:

6.6.9.1. 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:

6.6.9.1.1. Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior relating to access to VA information and information systems;

6.6.9.1.2. Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;

6.6.9.1.3. Successfully complete the appropriate VA privacy training and annually complete required privacy training; and

6.6.9.1.4. Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.

6.6.9.2. The contractor shall provide to the contracting officer and/or the COR 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.

6.6.9.3. Privacy Training: Contractor and all employees assigned to work under the contract are required to receive annual training on patient privacy as established by HIPAA statues. Training must meet VHA's and Department of Health and Human Services (HHS) Standards for privacy of individually identifiable health information. Contractor shall provide documented proof of training to the Contracting Officer's Representative (COR) for all employees' assigned work and/or having access to protected health information annually.

6.6.9.4. Failure to complete the mandatory 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 the training and documents are complete.

SECTION C - CONTRACT CLAUSES

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

(a) *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.

(b) *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.

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

(d) 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 at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(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 such as, 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. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(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) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *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 which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *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; and

(D) Contractor point of contact.

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

(6) *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 33.211 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 32.607-2).

(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 default termination.

(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 prescribed in FAR 32.608-2 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 hereunder 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. 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 hereunder 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) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *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; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *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 Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(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 (u)(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.

(v) *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.

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

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

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

C.2 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return

such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

C.3 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

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

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

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

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

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

(b) *Safeguarding requirements and procedures*. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.4 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.

C.5 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 $150,000.00, 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 $1,500,000.00;

(2) Any order for a combination of items in excess of $1,500,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.6 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 the final day of the period of performance.

C.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

C.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

C.9 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall

contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer upon request.

C.10 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

C.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

FAR Number	Title	Date
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT ALTERNATE I (NOV 2021)	JUN 2020
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	JUN 2020

52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2025
52.219-14	LIMITATIONS ON SUBCONTRACTING	OCT 2022
52.222-3	CONVICT LABOR	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	JUN 2020
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUN 2020
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUN 2020
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	OCT 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-10	WASTE REDUCTION PROGRAM	MAY 2024
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.224-3	PRIVACY TRAINING ALTERNATE I (JAN 2017)	JAN 2017
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	MAR 2023
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.244-6DEV	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2025
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.237-72	CRIME CONTROL ACT—REPORTING OF CHILD ABUSE	OCT 2019
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020

C.12 52.240-93 BASIC SAFEGAURDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION) (NOV 2025)

(a) Definitions. As used in this clause—

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

Federal contract information—

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

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

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

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

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

(b) *Safeguarding requirements*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.13 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee’s authority. A copy of the designation letter shall be furnished to the Contractor.

C.14 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor’s products or services or considers the Contractor’s products or services superior to other products or services.

C.15 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAY 2020)

(a) The Contractor shall comply with current Department of Veterans Affairs policy for personal identity verification of all employees performing under this contract when frequent and continuing access to VA facilities or information systems is required.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to VA facilities or information systems.

C.16 VAAR 852.204-71 INFORMATION AND INFORMATION SYSTEMS SECURITY (FEB 2023)

(a) *Definitions.* As used in this clause—*Business Associate* means an entity, including an individual (other than a member of the workforce of a covered entity), company, organization or another covered entity, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, that performs or assists in the performance of a function or activity on behalf of the Veterans Health Administration (VHA) that involves the creating, receiving, maintaining, transmitting of, or having access to, protected health information (PHI). The term also includes a subcontractor of a business associate that creates, receives, maintains, or transmits PHI on behalf of the business associate.

Business Associate Agreement (BAA) means the agreement, as dictated by the Privacy Rule, between VHA and a business associate, which must be entered into in addition to the underlying contract for services and before any release of PHI can be made to the business associate, in order for the business associate to perform certain functions or activities on behalf of VHA.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

Information technology (*see* FAR 2.101) also means Information and Communication Technology (ICT).

Information technology-related contracts means those contracts which include services (including support services), and related resources for information technology as defined in 802.101.

Privacy officer means the VA official with responsibility for implementing and oversight of privacy related policies and practices that impact a given VA acquisition.

Sensitive personal information means, with respect to an individual, any information about the individual maintained by VA, including but not limited to the following:

(1) Education, financial transactions, medical history, and criminal or employment history.

(2) Information that can be used to distinguish or trace the individual's identity, including but not limited to name, social security number, date and place of birth, mother's maiden name, or biometric records.

Security plan means a formal document that provides an overview of the security requirements for an information system or an information security program and describes the security controls in place or planned for meeting those requirements.

VA Information Security Rules of Behavior for Organizational Users (VA National Rules of Behavior) means a set of VA rules that describes the responsibilities and expected behavior of users of VA information or information systems.

VA sensitive information means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure,

alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following:

individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General.* Contractors, subcontractors, their employees, third-parties, and business associates with access to VA information, information systems, or information technology (IT) or providing and accessing IT-related goods and services, shall adhere to VA Directive 6500, VA Cybersecurity Program, and the directives and handbooks in the VA 6500 series related to VA information (including VA sensitive information and sensitive personal information and information systems security and privacy), as well as those set forth in the contract specifications, statement of work, or performance work statement. These include, but are not limited to, VA Handbook 6500.6, Contract Security; and VA Directive and Handbook 0710, *Personnel Security and Suitability Program,* which establishes VA's procedures, responsibilities, and processes for complying with current Federal law, Executive Orders, policies, regulations, standards and guidance for protecting VA information, information systems (*see* 802.101, Definitions) security and privacy, and adhering to personnel security requirements when accessing VA information or information systems.

(c) *Access to VA information and VA information systems.*

(1) Contractors are limited in their request for logical or physical access to VA information or VA information systems for their employees, subcontractors, third parties and business associates to the extent necessary to perform the services or provide the goods as specified in the contracts, agreements, task, delivery or purchase orders.

(2) All Contractors, subcontractors, third parties, and business associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors to access VA information and VA information systems shall be in accordance with VA Directive and Handbook 0710, *Personnel Security and Suitability Program.*

(3) Contractors, subcontractors, third parties, and business associates who require access to national security programs must have a valid security clearance.

(4) HIPAA Business Associate Agreement requirement. Contractors shall enter into a Business Associate Agreement (BAA) with VHA, VA's Covered Entity, when contract requirements and access to protected health information is required and when requested by the Contracting Officer, or the

Contracting Officer's Representative (COR) (see VAAR 824.103–70). Under the HIPAA Privacy and Security Rules, a Covered Entity (VHA) must have a satisfactory assurance that its PHI will be safeguarded from misuse. To do so, a Covered Entity enters into a BAA with a contractor (now the business associate), which obligates the business associate to only use the Covered Entity's PHI for the purposes for which it was engaged, provide the same protections and safeguards as is required from the Covered Entity, and agree to the same disclosure restrictions to PHI that is required of the Covered Entity in situations where a contractor—

(i) Creates, receives, maintains, or transmits VHA PHI or that will store, generate, access, exchange, process, or utilize such PHI in order to perform certain health care operations activities or functions on behalf of the Covered Entity; or

(ii) Provides one or more of the services specified in the Privacy Rule to or for the Covered Entity.

(A) *Contractors or entities required to execute BAAs for contracts and other agreements become VHA business associates.* BAAs are issued by VHA or may be issued by other VA programs in support of VHA. The HIPAA Privacy Rule requires VHA to execute compliant BAAs with persons or entities that create, receive, maintain, or transmit VHA PHI or that will store, generate, access, exchange, process, or utilize such PHI in order to perform certain activities, functions or services to, for, or on behalf of VHA. There may be other VA components or staff offices which also provide certain services and support to VHA and must receive PHI in order to do so. If these components award contracts or enter into other agreements, purchase/delivery orders, modifications and issue governmentwide purchase card transactions to help in the delivery of these services to VHA, they will also fall within the requirement to obtain a satisfactory assurance from these contractors by executing a BAA.

(B) *BAA requirement flow down to subcontractors.* A prime Contractor required to execute a BAA shall also obtain a satisfactory assurance, in the form of a BAA, that any of its subcontractors who will also create, receive, maintain, or transmit VHA PHI or that will store, generate, access, exchange, process, or utilize such PHI will comply with HIPAA requirements to the same degree as the Contractor. Contractors employing a subcontractor who creates, receives, maintains, or transmits VHA PHI or that will store, generate, access, exchange, process, or utilize such VHA PHI under a contract or agreement is required to execute a BAA with each of its subcontractors which also obligates the subcontractor (*i.e.,* also a business associate) to provide the same protections and safeguards and agree to the same disclosure restrictions to VHA's PHI that is required of the Covered Entity and the prime Contractor.

(d) *Contractor operations required to be in United States.* Custom software development and outsourced operations must be located in the U.S. to the maximum extent practicable. If such services are proposed to be performed outside the continental United States, and are not otherwise disallowed by other Federal law, regulations or policy, or other VA policy or other mandates as stated in the contract, specifications, statement of work or performance work statement (including applicable Business Associate Agreements), the Contractor/subcontractor must state in its proposal where all non-U.S. services are provided. At a minimum, the Contractor/ subcontractor must include a detailed Information Technology Security Plan, for review and approval by the Contracting Officer, specifically to address mitigation of the resulting problems of communication, control, and data protection.

(e) *Contractor/subcontractor employee reassignment and termination notification.* Contractors and subcontractors shall provide written notification to the Contracting Officer and Contracting Officer's Representative (COR) immediately, and not later than four (4) hours, when an employee working on a VA information system or with access to VA information is reassigned or leaves the Contractor or subcontractor's employment on the cognizant VA contract. The Contracting Officer and COR must also be notified immediately by the Contractor or subcontractor prior to an unfriendly termination.

(f) *VA information custodial requirements.*

(1) *Release, publication, and use of data.* Information made available to a Contractor or subcontractor by VA for the performance or administration of a contract or information developed by the Contractor/subcontractor in performance or administration of a contract shall be used only for the stated contract purpose and shall not be used in any other way without VA's prior written approval. This clause expressly limits the Contractor's/ subcontractor's rights to use data as described in Rights in Data—General, FAR 52.227–14(d).

(2) *Media sanitization.* VA information shall not be co-mingled with any other data on the Contractors/subcontractor's information systems or media storage systems in order to ensure federal and VA requirements related to data protection, information segregation, classification requirements, and media sanitization can be met (*see* VA Directive 6500, VA Cybersecurity Program). VA reserves the right to conduct scheduled or unscheduled on-site inspections, assessments, or audits of Contractor and subcontractor IT resources, information systems and assets to ensure data security and privacy controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with Federal and VA requirements. The Contractor and subcontractor will provide all necessary access and support to VA and/or GAO staff during periodic control assessments or audits.

(3) *Data retention, destruction, and contractor self-certification.* The Contactor and its subcontractors are responsible for collecting and destroying any VA data provided, created, or stored under the terms of this contract, to a point where VA data or materials are no longer readable or reconstructable to any degree, in accordance with VA Directive 6371, Destruction of Temporary Paper Records, or subsequent issue. Prior to termination or completion of this contract, the Contractor/subcontractor must provide its plan for destruction of all VA data in its possession according to VA Handbook 6500, and VA Cybersecurity Program, including compliance with National Institute of Standards and Technology (NIST) 800–88, Guidelines for Media Sanitization, for the purposes of media sanitization on all IT equipment. The Contractor must certify in writing to the Contracting Officer within 30 days of termination of the contract that the data destruction requirements in this paragraph have been met.

(4) *Return of VA data and information.* When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to the VA (as stipulated by the Contracting Officer or the COR) or the Contractor/subcontractor must hold it until otherwise directed. Items returned will be hand carried, securely mailed, emailed, or securely electronically transmitted to the Contracting Officer or to the address as provided in the contract or by the assigned COR, and/or accompanying BAA. Depending on the method of return, Contractor/subcontractor must store, transport, or transmit VA sensitive information, when permitted by the contract using VA-approved encryption tools that are, at a minimum, validated under Federal Information Processing Standards (FIPS) 140–3 (or its successor). If mailed, Contractor/subcontractor must send via a trackable method

(USPS, UPS, Federal Express, etc.) and immediately provide the Contracting Officer with the tracking information. No information, data, documentary material, records or equipment will be destroyed unless done in accordance with the terms of this contract and the VHA Records Control Schedule 10–1.

(5) *Use of VA data and information.* 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 the National 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 for this contract as a result of any updates, if required.

(6) *Copying VA data or information.* The Contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the contract 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.

(7) *Violation of information custodial requirements.* If VA determines that the Contractor has violated any of VA's information confidentiality, privacy, or security provisions, it shall be sufficient grounds for VA to withhold payment to the Contractor or third-party or terminate the contract for default in accordance with FAR part 49 or terminate for cause in accordance with FAR 12.403.

(8) *Encryption.* The Contractor/ subcontractor must store, transport, or transmit VA sensitive information, when permitted by the contract, using cryptography, and VA-approved encryption tools that are, at a minimum, validated under FIPS 140–3 (or its successor).

(9) *Firewall and web services security controls.* 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.

(10) *Disclosure of VA data and information.* Except for uses and disclosures of VA information authorized in a cognizant contract for performance of the contract, the Contractor/subcontractor may use and disclose VA information only in two other situations:

(i) subject to paragraph (f)(10) of this section, in response to a court order from 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 Contracting Officer for response. If the Contractor/subcontractor is in receipt of a court order or other request or believes it has a legal requirement to disclose VA information, that Contractor/ subcontractor shall immediately refer such court order or other request to the Contracting Officer for response. If the Contractor or subcontractor discloses information on behalf of VHA, the Contractor and/or subcontractor must maintain an accounting of disclosures. Accounting of Disclosures documentation

maintained by the Contractor/subcontractor will include the name of the individual to whom the information pertains, the date of each disclosure, the nature or description of the information disclosed, a brief statement of the purpose of each disclosure or, in lieu of such statement, a copy of a written request for a disclosure, and the name and address of the person or agency to whom the disclosure was made. The Contractor/ subcontractor will provide its Accounting of Disclosures upon request and within 15 calendar days to the assigned COR and Privacy Officer. Accounting of disclosures should be provided electronically via encrypted email to the COR and designated VA facility Privacy Officer as provided in the contract, BAA, or by the Contracting Officer. If providing the Accounting of Disclosures electronically cannot be done securely, the Contractor/subcontractor will provide copies via trackable methods (UPS, USPS, Federal Express, etc.) immediately, providing the designated COR and Privacy Officer with the tracking information.

(11) *Compliance with privacy statutes and applicable regulations.* The Contractor/ subcontractor shall not disclose VA information protected by any of VA's privacy statutes or applicable regulations including but not limited to: the Privacy Act of 1974, 38 U.S.C. 5701, confidential nature of claims, 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or 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 or the HIPAA Privacy Rule. If the Contractor/subcontractor is in receipt of a court order or other requests for VA information or has questions if it can disclose information protected under the abovementioned confidentiality statutes because it is required by law, that Contractor/subcontractor shall immediately refer such court order or other request to the Contracting Officer for response.

(g) *Report of known or suspected security/ privacy incident.* The Contractor, subcontractor, third-party affiliate or business associate, and its employees shall notify VA immediately via the Contracting Officer and the COR or within one (1) hour of an incident which is an occurrence (including the discovery or disclosure of successful exploits of system vulnerability) that

(A) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or the availability of its data and operations, or of its information or information system(s); or

(B) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The initial notification may first be made verbally but must be followed up in writing within one (1) hour. See VA Data Breach Response Service at *https://www.oprm.va.gov/dbrs/about_dbrs.aspx*. Report all actual or suspected security/privacy incidents and report the information to the Contracting Officer and the COR as identified in the contract or as directed in the contract, within one hour of discovery or suspicion.

(1) Such issues shall be remediated as quickly as is practical, but in no event longer than [] days. The Contractor shall notify the Contracting Officer in writing.

(2) When the security fixes involve installing third party patched (*e.g.,* Microsoft OS patches or Adobe Acrobat), the Contractor will provide written notice to VA that the patch has been validated as not affecting the systems within 10 working days. When the Contractor is responsible for operations or maintenance of the systems, they shall apply the security fixes within [].

(3) All other vulnerabilities shall be remediated in a timely manner based on risk, but within 60 days of discovery or disclosure. Contractors shall notify the Contracting Officer, and COR within 2 business days after remediation of the identified vulnerability. Exceptions to this paragraph (*e.g.,* for the convenience of VA) must be requested by the Contractor through the COR and shall only be granted with approval of the Contracting Officer and the VA Assistant Secretary for Office of Information and Technology. These exceptions will be tracked by the Contractor in concert with the Government in accordance with VA Directive 6500.6 and related VA Handbooks.

(h) *Security and privacy incident investigation.*

(1) The term ''privacy incident'' means the unauthorized disclosure or use of VA information protected under a confidentiality statute or regulation.

(2) The term ''security incident'' means an occurrence that

(A) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information systems; or

(B) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable policies. The Contractor/subcontractor shall immediately notify the Contracting Officer and COR for the contract of any known or suspected security or privacy incident, or any other unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/subcontractor has access.

(3) 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.

(4) With respect to unsecured PHI, the Business Associate is deemed to have discovered a security incident as defined above when the Business Associate either knew, or by exercising reasonable diligence should have been known to an employee of the Business Associate. Upon discovery, the Business Associate must notify VHA of the security incident immediately within one hour of discovery or suspicion as agreed to in the BAA.

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

(i) *Data breach notification requirements.*

(1) This 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 involving any VA sensitive personal information the Contractor/Subcontractor processes or maintains under the contract as set forth in clause 852.211–76, Liquidated Damages—Reimbursement for Data Breach Costs.

(2) The Contractor/subcontractor shall provide notice to VA of a privacy or security incident as set forth in the Security and Privacy Incident Investigation section of this clause. 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. The Contractor shall fully cooperate with VA or third-party entity performing an independent risk analysis on behalf of VA. Failure to cooperate may be deemed a material breach and grounds for contract termination.

(3) The Contractor/subcontractor shall fully cooperate with VA or any Government agency conducting an analysis regarding any notice of a data breach or potential data breach or security incident which may require the Contractor to provide information to the Government or third-party performing a risk analysis for VA, and shall address all relevant information concerning the data breach, including the following:

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

(ii) Description of the event, including—

(A) Date of occurrence;

(B) Date of incident detection;

(C) Data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code.

(D) Number of individuals affected or potentially affected.

(E) Names of individuals or groups affected or potentially affected.

(F) 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.

(G) Amount of time the data has been out of VA control.

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

(I) Known misuses of data containing sensitive personal information, if any.

(J) Assessment of the potential harm to the affected individuals.

(K) Data breach analysis as outlined in 6500.2 Handbook, Management of Breaches Involving Sensitive Personal Information, as appropriate.

(L) 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.

(M) Steps taken in response to mitigate or prevent a repetition of the incident.

(j) *Training.*

(1) All Contractor employees and subcontractor employees requiring access to VA information or VA information systems shall complete the following before being granted access to VA information and its systems:

(i) On an annual basis, successfully complete the VA Privacy and Information Security Awareness and VA Information Security Rules of Behavior training.

(ii) On an annual basis, sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the VA Information Security Rules of Behavior for Organizational Users, relating to access to VA information and information systems.

(iii) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.

(2) The Contractor shall provide to the Contracting Officer and/or the COR a copy of the training certificates and affirmation that VA Information Security Rules of Behavior for Organizational Users signed by each applicable employee have been completed and submitted within five (5) days of the initiation of the contract and annually thereafter, as required.

(3) Failure to complete the mandatory annual training and acknowledgement of the VA Information Security Rules of Behavior, 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.

(k) *Subcontract flow down.* The Contractor shall include the substance of this clause, including this paragraph (k), in subcontracts, third-party agreements, and BAAs, of any amount and in which subcontractor employees, third-party servicers/employees, and business associates will perform functions where they will have access to VA information (including VA sensitive information, *i.e.,* sensitive personal information and protected health information), information systems, information technology (IT) or providing and accessing information technology-related contract services, support services, and related resources (see VAAR 802.101 definition of information technology-related contracts).

C.17 VAAR 852.211-76 LIQUIDATED DAMAGES - REIMBURSEMENT FOR DATA BREACH COSTS (FEB 2023)

(a) *Definition.* As used in this clause, ‘‘contract’’ means any contract, agreement, order or other instrument and encompasses the definition set forth in FAR 2.101.

(b) *Non-disclosure requirements.* As a condition of performance under a contract, order, agreement, or other instrument that requires access to sensitive personal information as defined in VAAR 802.101, the following is expressly required—

(1) The Contractor, subcontractor, their employees or business associates shall not, directly or through an affiliate or employee of the Contractor, subcontractor, or business associate, disclose sensitive personal information to any other person unless the disclosure is lawful and is expressly permitted under the contract; and

(2) The Contractor, subcontractor, their employees or business associates shall immediately notify the Contracting Officer and the Contracting Officer's Representative (COR) of any security incident that occurs involving sensitive personal information.

(c) *Liquidated damages.* If the Contractor or any of its agents fails to protect VA sensitive personal information or otherwise engages in conduct which results in a data breach, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of [] per affected individual in order to cover costs related to the notification, data breach analysis and credit monitoring. In the event the Contractor provides payment of actual damages in an amount determined to be adequate by the Contracting Officer, the Contracting Officer may forgo collection of liquidated damages.

(d) *Purpose of liquidated damages.* Based on the results from VA's determination that there was a data breach caused by Contractor's or any of its agents' failure to protect or otherwise engaging in conduct to cause a data breach of VA sensitive personal information, and as directed by the Contracting Officer, the Contractor shall be responsible for paying to the VA liquidated damages in the amount of [] per affected individual to cover the cost of the following:

(1) Notification related costs.

(2) Credit monitoring reports.

(3) Data breach analysis and impact.

(4) Fraud alerts.

(5) Identity theft insurance.

(e) *Relationship to termination clause, if applicable.* If the Government terminates this contract, purchase order, or agreement, in whole or in part under clause 52.249–8, Default—Fixed-Price Supply and Service, or any other related FAR or VAAR clause included in the contract, in addition to the required liquidated damages for data breach related expenses specified in paragraph (c) above, the Contractor is liable for excess costs for those supplies and services for repurchase as may be required under the Termination clause.

C.18 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001;

(2) *Designated agency* office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) *Invoice payment* has the meaning given in FAR 32.001; and

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

C.19 VAAR 852.237-70 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (OCT 2019)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The

Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered including, by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its healthcare providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: *_____. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all healthcare providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer within 5 days of becoming aware of a change in insurance providers during the performance period of this contract for all health-care providers performing under this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for healthcare services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

$1,000,000.00

C.20 VAAR 852.237-74 NON-DISCRIMINATION IN SERVICE DELIVERY (OCT 2019)

It is the policy of the Department of Veterans Affairs that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of VA programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this contract, the Contractor agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The Contractor shall include this clause in all subcontracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with this policy.

C.21 VAAR 852.237-75 KEY PERSONNEL (OCT 2019)

The key personnel specified in this contract are considered to be essential to work performance. At least 15 days prior to the Contractor voluntarily diverting any of the specified individuals to other programs or contracts the Contractor shall notify the Contracting Officer and shall submit a justification for the diversion or replacement and a request to replace the individual. The request must identify the proposed replacement and provide an explanation of how the replacement's skills, experience, and credentials meet or exceed the requirements of the contract. If the employee of the Contractor is terminated for cause or separates from the contractor voluntarily with less than thirty days' notice, the Contractor shall provide the maximum notice practicable under the circumstances. The Contractor shall not divert, replace, or announce any such change to key personnel without the written consent of the Contracting Officer. The contract will be modified to add or delete key personnel as necessary to reflect the agreement of the parties.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 LIST OF ATTACHMENTS

1. Attachment 1 – D.1 - VA Rules of Behavior
2. Attachment 2 – D.2 - Background Investigation Procedure and Documents
3. Attachment 3 – D.3 – Quality Assurance Surveillance Plan (QASP)
4. Attachment 4 – D.4 - Immigration and Nationality Act Requirement

SECTION E - SOLICITATION PROVISIONS

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

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

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

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) [Reserved]

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

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

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

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

(4) A summary of the rationale for award;

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

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

E.2 PROPOSAL SUBMITTAL INSTRUCTIONS

ADDENDA TO 52.212-1 PROPOSAL PREPARATION INSTRUCTIONS

This section provides general guidance for preparing proposals as well as specific instructions on format and content of the proposal. The Offeror's proposal must include all data and information requested herein and must be submitted in accordance with these instructions. Nonconformance with the instructions provided herein may result in an unfavorable proposal evaluation. Proposals shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of the stated claims. The proposal should not simply rephrase or restate the Governments' requirements but shall address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their abilities and experience and will base its evaluation on the information presented in the Offeror's proposal. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements.

SOLICITATION QUESTIONS: Questions concerning the solicitation will be accepted from the solicitation posting date until **9:00 AM Central Standard Time July 9, 2026**. Questions will **ONLY** be accepted by email to daniel.vagts@va.gov.

INFORMATION REGARDING SUBMISSION OF PROPOSAL: Faxed proposals will NOT be accepted. Proposals will be accepted **ONLY** electronically via email directed to daniel.vagts@va.gov.

Department of Veterans Affairs
Attention: Daniel Vagts
Network Contracting Office 23 (NCO 23)
316 Robert Street. N., Suite 506
St Paul, MN 55101

Offerors proposals are to be submitted in three parts: (1) Technical Proposal, (2) Past Performance (3) Veteran Preference, (4) Price Proposal. The offeror shall include only one copy of each part. Send all proposals directly to Daniel Vagts – Daniel.vagts@va.gov.

Specific Instructions:

1. **PART 1** – TECHNICAL PROPOSAL – Submit one copy

   (a) **Section 1 – Cover letter.** Shall be a maximum two-page Cover Letter and shall include the name and address of the organization submitting the proposal, together with the name, address, e-mail address and telephone number of the contact person who has the actual power to legally bind the offeror and make representations relative to the offeror's proposal and any resultant contract, for the offeror.
   (b) **Section 2 – Table of Contents.** Shall be a detailed Table of Contents and shall include an outline of the proposal, identified by a sequential page number and be section reference and section title.
   (c) **Section 3 – Narrative Response to Evaluation Factors and Sub-factors.** In order to evaluate each proposal, it is necessary that each offeror respond to all items in the same order as presented herein. Offers shall be organized with sections appropriately identified. Offerors are to propose how they intend to fulfill the requirements of this solicitation and how their total offer will meet the minimum needs of the specifications.

The response should be concise and provide sufficient information to demonstrate the offeror's capability to satisfactorily perform the objectives. The narrative response shall be typed not less than 12 pitch and be presented in the order of the technical evaluation factors. The offeror will use 8 ½" x 11" paper except for foldouts used for charts, tables, or diagrams, which may not exceed 11" x 17."

(d) Offeror shall submit a listing of personnel in the following format within the Schedule of Services:
NAME: _____
TITLE/LEVEL OF EXPERIENCE: _____.

(e) Curriculum Vitae of each key personnel shall be submitted with the proposal.

(f) In addition, the Offeror must submit the following:
   1. Copies of all licenses, certifications, to include primary source verification of all licensed and certified staff,
   2. Proof of Indemnification and Medical Liability Insurance.
   3. Contingency Plan.

2. **PART 2** – PAST PERFORMANCE – Submit One copy - An offeror's past performance is important in determining its ability to successfully perform required services. The government is especially interested in recent and relevant past performance that relates very closely to the requirement set forth in the performance-based work statement.

1. Identify the type and scope of practice for the past three (3) years from the issue date of the solicitation addressing professional background, experience, and level of professional competence.
2. Provide a list of no more than five (5) of the most relevant contracts performed for Federal agencies and commercial customers within the past three (3) years from the issue date of the solicitation, including name, address, telephone number, and email address of contract key personnel.
3. Provide documentation of any past/pending malpractice/tort claims.

3. **PART 3** – PRICE PROPOSAL – Submit one copy.

(a) Complete blocks 12, 17a and 17b, and 30a through 30c of the RFP, page 1, Standard Form (SF) 1449, and all fill-ins in the Contract Administration Data section of the solicitation. In doing so, the offeror agrees to the contract terms and conditions as written in the solicitation in its entirety.

(b) Insert proposed unit prices for each Contract Line-Item Number (CLIN). All price proposals must be submitted using the Schedule of Services section of RFP and will remain 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) Complete the necessary fill-ins and certifications in the Contract Clauses section. Representations and Instructions section shall be returned in its entirety. For Description/Specifications through Contract Clauses sections, the offeror shall submit only the pages that require a fill-in.

(d) The Offeror must return an executed copy of the following documents from section D:

D.1 – Attachment 1 – Immigration and Nationality Act Requirement
D.2 – Attachment 2 – Organizational Conflict of Interest
D.3 – Attachment 3 – Contractors Rules of Behavior
D.4 – Attachment 4 – Quality Assurance Surveillance Plan

(e) Return any solicitation amendments to the original solicitation documents, signed by the same official authorized to sign the SF 1449.

E.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

FAR Number	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2024
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
52.204-7	SYSTEM FOR AWARD MANAGEMENT	NOV 2024
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020

E.4 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it ‘‘does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument’’ in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications–Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it ‘‘does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services’’ in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and *substantial or essential component* have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) *Representations*. The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will'' in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does’’ in paragraph (d)(2) of this section.

(e) *Disclosures*. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will’’ in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does’’ in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

E.5 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) *Definitions*. As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system*, and *Source* have the meaning provided in the clause 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition.

(b) *Prohibition*. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*. (1) The Offeror shall search for the phrase ''FASCSA order'' in the System for Award Management (SAM)(*https://www.sam.gov*) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

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

(d) *Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures*. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the

covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

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

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures*. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

E.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

E.7 52.216-1 TYPE OF CONTRACT. (DEVIATION NOV 2025)

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

E.8 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.

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

E.9 VAAR 852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (OCT 2020)

(a) It is in the best interest of the Government to avoid situations which might create an organizational conflict of interest or where the Offeror's performance of work under the contract may provide the Contractor with an unfair competitive advantage. The term ''organizational conflict of interest'' means that because of other activities or relationships with other persons, a person is unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or the person has an unfair competitive advantage.

(b) The Offeror shall provide a statement with its offer which describes, in a concise manner, all relevant facts concerning any past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or actual or potential organizational conflicts of interest relating to the services to be provided under this solicitation. The Offeror shall also provide statements with its offer containing the same information for any consultants and subcontractors identified in its proposal and which will provide services under the solicitation. The Offeror may also provide relevant facts that show how its organizational and/or management system or other actions would avoid or mitigate any actual or potential organizational conflicts of interest.

(c) Based on this information and any other information solicited or obtained by the Contracting Officer, the Contracting Officer may determine that an organizational conflict of interest exists which would warrant disqualifying the Contractor for award of the contract unless the organizational conflict of interest can be mitigated to the Contracting Officer's satisfaction by negotiating terms and conditions of the contract to that effect. If the conflict of interest cannot be mitigated and if the Contracting Officer finds that it is in the best interest of the United States to award the contract, the Contracting Officer shall request a waiver in accordance with FAR 9.503.

(d) Nondisclosure or misrepresentation of actual or potential organizational conflicts of interest at the time of the offer or arising as a result of a modification to the contract may result in the termination of the contract at no expense to the Government.

E.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

(a) Any protest filed by an interested party shall—

(1) Include the name, address, fax number, email and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester's representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

E.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

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

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

E.12 VAAR 852.239-75 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE (FEB 2023)

(a) Any offeror responding to this solicitation must comply with established VA Information and Communication Technology (ICT) (formerly Electronic and Information (EIT)) accessibility standards. Information about Section 508 is available at *http://www.section508.va.gov/*.

(b) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 852.239–75, Information and Communication Technology Accessibility. In order to facilitate the Government's determination whether proposed ICT supplies meet applicable Section 508 accessibility standards, offerors must submit appropriate VA Section 508 Checklists, in accordance with the checklist completion instructions. The purpose of the checklists is to assist VA acquisition and program officials in determining whether proposed ICT supplies, or information, documentation and services conform to applicable Section 508 accessibility standards. The checklists allow offerors or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues.

(c) Respondents to this solicitation must identify any exception to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

E.13 VAAR 852.273-74 AWARD WITHOUT EXCHANGES (NOV 2021)

The Government intends to evaluate proposals and award a contract without exchanges with Offerors. Therefore, each initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the Contracting Officer to be necessary.

E.14 52.212-2 EVALUATION—COMMERCIAL ITEMS (NOV 2021)Deviation OCT 2025

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 shall be used to evaluate offer:

(1) Technical Capability
  (a) Personal Qualifications
  (b) Experience/Skills
  (c) Clinical Skills
  (d) Collaborative Skills
  (e) Contractor's Management/Administrative Capabilities and Responsibility

Relative Importance: Technical Capability and Past Performance will be afforded with primary emphasis on Technical Capability being more important than Past Performance. Past Performance is more important than Veterans Preference. Sub-factors within the technical evaluation are equal importance. Evaluation factors other than cost/price, when combined, are significantly more important than cost/price.

FACTOR 1 – TECHNICAL CAPABILITY:
Offers will be evaluated on the following sub-factors:

Technical Sub-Factor A – Personal Qualifications: The Technical Panel will evaluate each candidate's personal qualifications. The offeror must provide the following documents/information demonstrating the qualifications of personnel to meet the requirements to include:

- A listing of all professional staff who will be assigned to perform the required services
- Curriculum Vitae (CVs) of professional staff
- Copies of degrees; licenses; board certifications; accreditations
- Professional accomplishments and awards

Technical Sub-Factor B – Experience/Skills: The offeror must demonstrate ability to meet the requirement by providing information on each physicist's experience.

- Areas of Radiation Oncology in which Medical Physicist has experience:
- Provide a list of areas of radiation oncology in which physicist has experience performing in the past two years.
- Structural shielding design and evaluation for Megavoltage X and Gamma-Ray Radiotherapy facilities.
- Provide information that demonstrates physicist's proficiency and experience in shielding and evaluation of Megavoltage X and Gamma-Ray Radiotherapy.
- Network and computer administration as it relates to radiation therapy treatment planning systems, treatment machine delivery and treatment management system that interface the planning and delivery.
- Provide information that demonstrates physicists experience with these systems.

Technical Sub-Factor C – Clinical Skills: Provide information that demonstrates Medical Physicist's specialized skills and expertise in the following areas:

- All phases of external beam and brachytherapy physics operations.
- All areas of radiation oncology physics.
- All medical equipment required for the performance of medical physicist's duties and responsibilities as outlined in the PWS, i.e.: Linear Accelerators; Varian IX; Brachytherapy equipment -Variseed 8.0; Simulator -Phillips Brillance Big Bore 16 slice CT; and the treatment planning system – ADAC Pinnacle 9.0.
- Ability to utilize the following treatment modalities: IMRT; IGRT; 3D CRT; SBRT and LDR Brachytherapy; and 4D Gating.

Technical Sub-Factor D – Collaborative Skills: Provide three professional written letters of reference.

- Provide information that supports Medical Physicist ability to: serve as an expert in matters related to medical physics; deliberate and work effectively with others; provide advice and defend opinions in all aspects of medical physics and radiation oncology treatment planning.

Technical Sub-Factor E – Contractor's Management/Administrative Capabilities and Responsibility: Technical Panel will evaluate the contractor's management and administrative capabilities and responsibility:

The offer must provide information that demonstrates their company's ability to provide required services and to manage and administer an awarded contract. This includes information regarding:

- Provide information that depicts evidence regarding qualifications and experience in management positions within the healthcare community. Include information on company's financial stability. Does management possess the necessary organization and efficiency of operation to provide the personnel and to perform the services in support of an awarded contract?

- Provide information that corroborates your company has adequate personnel to provide required clinical services and the capability to maintain continuity of patient care in a timely manner. Include recruitment, staffing, back-up and retention plans.

FACTOR 2 – PAST PERFORMANCE

An offeror's past performance is important in determining its ability to successfully perform required services. The government is especially interested in recent and relevant past performance that relates very closely to the requirement set forth in the performance-based work statement.

4. Identify the type and scope of practice for the past three (3) years from the issue date of the solicitation addressing professional background, experience and level of professional competence.
5. Provide a list of no more than five (5) of the most relevant contracts performed for Federal agencies and commercial customers within the past three (3) years from the issue date of the solicitation, including name, address, telephone number, and email address of contract key personnel.
6. Provide documentation of any past/pending malpractice/tort claims.
7. Provide a list of four (4) professional references.

FACTOR 3: VETERANS PREFERENCE

In accordance with Veterans Affairs Acquisition Regulation (VAAR) 852.215-70, the VA shall evaluate offerors based on their service-disabled veteran-owned or veterans-owned small business status and their proposed use of eligible service-disabled veteran-owned small business and veteran-owned small businesses as subcontractors.

Eligible service-disabled veteran-owned offerors (SDVOSB) will receive full credit, and offerors qualifying as veteran-owned small businesses (VOSB) will receive partial credit for the Veterans Preference evaluation factor. To receive credit, an offeror must be registered and verified in Veteran Small Business Certification (VetCert) database (http://veterans.certify.sba.gov).

Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the Veteran Small Business Certification (VetCert) database (http://veterans.certify.sba.gov).

Non-veteran offerors not proposing to use services-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive no consideration under this evaluation factor.

FACTOR 3: PRICE

The offer should contain the offeror's best terms from a price standpoint. In determining the competitive range, price will be considered. Unreasonably low or incomplete proposed prices may be grounds for eliminating a proposal from competition either on the basis that either the offeror does not understand the requirement or the offeror has made an unreasonable or incomplete price proposal.

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

Although the price proposal is lower than the others in importance, it will contribute to the source selection decision. The price proposal will be evaluated in terms of fairness and reasonableness. After an evaluation of the Technical Capability, Past Performance, and Veterans Preference criteria have been completed, price will be compared against these evaluations to determine the combination that is most likely to provide the best value to the Government, utilizing the tradeoff process.

E.15 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *https://www.sam.gov*. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern—

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that—

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

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

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

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

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern*

in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture:__.]

(5) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(7) *WOSB join venture eligible under the WOSB Program*. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

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

Note to Paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the*

joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance*. The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ‘‘no’’.

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American—Supplies.’’

(2) Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[*List as necessary*]

(3) Domestic end products containing a critical component: Line Item No. _____

[*List as necessary*]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms ‘‘Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product,’’ ‘‘commercially available off-the-shelf (COTS) item,’’ ‘‘critical component,’’ ‘‘domestic end product,’’ ‘‘end product,’’ ‘‘foreign end product,’’ ‘‘Free Trade Agreement country,’’ ‘‘Free Trade Agreement country end product,’’ ‘‘Israeli end product,’’ and ‘‘United States’’ are defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ‘‘Buy American—Free Trade Agreements—Israeli Trade Act.’’

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ''Buy American—Free Trade Agreements—Israeli Trade Act.'' The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select ''no''.

Other Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[*List as necessary*]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105). Line Item No. _____

[*List as necessary*]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225–3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms ''Korean end product'', ''commercially available off-the shelf (COTS) item,'' ''critical component,'' ''domestic end product,'' ''end product,'' ''foreign end product,'' ''Free Trade Agreement country,'' ''Free Trade Agreement country end product,'' ''Israeli end product,'' and ''United States'' are defined in the clause of this solicitation entitled ''Buy American— Free Trade Agreements—Israeli Trade Act.''

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled ''Buy American—Free Trade Agreements—Israeli Trade Act'':

Korean End Products or Israeli End Products:

Line item No.	Country of origin

[*List as necessary*]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*.

(1) *Listed end products.*

Listed end product	Listed countries of origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) __ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) __ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation*. The Offeror represents that—

(i) It [ ] is, [ ] is not an inverted domestic corporation; and

(ii) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

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

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see

OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.,* 52.212–3(g) or a comparable agency provision); and

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

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [ ] has or [ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(*Do not use a "doing business as" name*)

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the

corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ ] is or [ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ ] does, [ ] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation.* Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that—

(i) It [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)